



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 11, 2021

9:00 AM

FrontLines Headquarters

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

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- 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>
- 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
 - 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, August 10th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- | | |
|---|---------------------------|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment | Chair Carlton Christensen |
| 5. Consent | Chair Carlton Christensen |
| a. Approval of July 28, 2021 Board Meeting Minutes | |
| b. UTA Policy - UTA.02.04 National Transit Database Responsibility Policy | |

6. Reports

- a. Agency Report Mary DeLoretto
 - Garth Brooks Concert Service Update
- b. Financial Report - June 2021 Brad Armstrong
Daniel Hofer

7. Resolutions

- a. R2021-08-01 - Resolution Authorizing the Execution of a Section 5309 Small Starts Grant Agreement with the Federal Transit Administration for the Ogden/Weber State University (WSU) Bus Rapid Transit (BRT) Project Patti Garver
- b. R2021-08-02 - Resolution Authorizing Execution of Addendum 4 and Addendum 5 to the Salt Lake Transit Master Plan Interlocal Agreement for 2021-2022 Frequent Transit Network Routes Nichol Bourdeaux
Lorin Simpson
Eric Callison
- c. R2021-08-03 - Resolution to Request the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property Necessary for the Ogden-Weber State University Bus Rapid Transit Transportation Project - Parcels 148 and 149 Paul Drake
- d. R2021-08-04 - Resolution Establishing a Self-Insurance/Catastrophic Loss Reserve Fund Bill Greene

8. Contracts, Disbursements and Grants

- a. Contract: SD100 HVAC Inverter Replacement (Kiepe Electric, LLC) Kyle Stockley
- b. Change Order: 2022 Transit Bus Replacement - Ninth Order (Gillig, LLC) Kyle Stockley
- c. Change Order: Meadowbrook Expansion - Underground Power and Communications Relocation (Big D Construction) David Osborn
- d. Pre-Procurements: Troy Hamilton
Kevin Anderson
 - Refinish Floors at Meadowbrook Building 3
 - Cyber Security Incident Event Management Dan Harmuth
 - Locomotive Truck Frame Overhaul Kyle Stockley
 - On-Route Charging Services Hal Johnson

9. Discussion Items

- a. Technology Assessment

Alisha Garrett
Dan Harmuth

10. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, August 25, 2021 at
9:00 a.m.

11. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Pending or Reasonably
Imminent Litigation

12. Open Session**13. Adjourn**

Chair Carlton Christensen



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

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

TITLE:

Approval of July 28, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the July 28, 2021 Board of Trustees meeting

BACKGROUND:

A regular meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, July 28, 2021 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/692279.html>](https://www.utah.gov/pmn/sitemap/notice/692279.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).

ATTACHMENTS:

1. 2021-07-28_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 28, 2021

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook

Excused: Trustee Jeff Acerson

Also participating were UTA staff members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:03 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Sheldon Shaw, UTA Safety & Security Director, provided a brief safety message.

4. Public Comment

Chair Christensen invited members of the public to comment during the live portion of the meeting; however, no live public comment was given. It was noted that online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

5. Consent

a. Approval of July 14, 2021 Board Meeting Minutes

b. 2020 UTA Financial Audit Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report

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

6. Reports**a. Agency Report**

- **Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update**
- **August Change Day Communications**

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

Mary DeLoretto, UTA Interim Executive Director, was joined by David Hancock, UTA Acting Chief Service Development Officer. As required by Resolution R2021-05-02, Mr. Hancock delivered an update on task orders related to the on-call task ordering infrastructure maintenance and repair contract with Stacy & Witbeck (UTA 20-03349VW). Signed and anticipated task orders include:

- 3200 West Grade Crossing Replacement: signed, actual \$242,974
- Operator Relief Rooms: signed, actual \$434,300 (slightly over the previously-discussed NTE of \$434,000, which was explained to be a typographical error omitting the additional \$300)
- South Stadium Embedded Curve Replacement: NTE \$900,000
- North Stadium Embedded Curve Replacement: NTE \$900,000
- Mario Capecchi Embedded Curve Replacement: NTE \$900,000
- Gap Filler on FrontRunner Stations: NTE \$1,000,000
- Winchester Avenue Grade Crossing Replacement: NTE \$350,000
- 8120 South Grade Crossing Replacement: NTE \$250,000

Discussion ensued. Questions on the embedded curve replacement schedule were posed by the board and answered by staff.

August Change Day Communications

Ms. DeLoretto was joined by Andrea Packer, UTA Communications Director. Ms. Packer outlined communications plans associated with the agency's August change day. Broad communications about all changes, including UTA On Demand service, will be available on UTA's website; posters on buses and rail platforms; fliers on buses and rail vehicles; and social media. UTA will also issue a press release, service alerts, newsletter, and social media posts to provide information to riders. In addition, efforts will be made to educate current users about the new UTA On Demand app to facilitate the transition from flex route to On Demand service.

Discussion ensued. Questions on informing riders about the new UTA On Demand app, potential future app changes, and feedback on eliminating flex routes were posed by the board and answered by staff. Chair Christensen encouraged staff to share change

day information with local governments and community partners.

COVID Leave. Ms. DeLoretto said the agency's COVID-19 leave program is set to expire at the end of this week. The executive team decided to extend the leave program through September 30, 2021 to encourage those experiencing symptoms or who are COVID positive to stay home. The leave can also be used to cover time to get the vaccination or time off needed to recover from vaccination side effects.

b. Investment Report - Second Quarter 2021

Bill Greene, UTA Chief Financial Officer, was joined by Emily Diaz, UTA Financial Services Administrator. Ms. Diaz reported on UTA's investments as of June 30, 2021:

- Zions Capital Advisors: 0.721% yield
- Zions Bank: 0.030% yield
- PTIF: 0.367% yield
- Overall total: 0.363% yield

The combined yield is below the June benchmark return of 0.080%. (The benchmark return is the higher of the three-month Treasury Bill or the Federal Funds rate.)

Ms. Diaz added the agency has issued a request for proposals (RFP) for investment management services.

Discussion ensued. A question on the term for services included in the RFP was posed by the board and answered by staff.

7. Resolutions

a. R2021-07-03 Resolution Appointing Mike Hurst as Internal Auditor and Officer of the Board

Chair Christensen summarized the resolution, which appoints Mike Hurst as Internal Auditor and Officer of the Board on an interim basis while the board recruits a new Director of Internal Audit. Mr. Hurst is a Certified Internal Auditor (CIA) and Certified Fraud Examiner (CFE) and has nine years of experience in the auditing profession, which meets the statutory requirement governing UTA's audit function.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

b. R2021-07-04 - Resolution Approving Certain Sponsored Fare Agreements for Special Events as Part of the Authority's COVID Recovery Efforts

Monica Morton, UTA Fares Director, was joined by Kensey Kunkel, UTA Manager of Business Development - Sales. Ms. Kunkel explained the resolution, which approves certain sponsored fare agreements for special events as part of the agency's COVID-19 ridership recovery efforts. The effort involves partnering with different entities and executing ticket-as-fare contracts for utilizing UTA base service to and from events. The board will receive monthly updates for new partnerships with event hosts through the resolution's expiry date of July 31, 2022.

Discussion ensued. Questions on eligible events, eligible modes, funding for supplemental services, and promotional efforts were posed by the board and answered by staff.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

c. R2021-07-05 - Resolution Approving the August 2021 Change Day Title VI Service Equity Analysis

Andrew Gray, UTA Civil Rights Compliance Officer - Title VI & DBE, summarized the resolution, which approves the August 2021 change day Title VI service equity analysis. He briefed the board on proposed changes related to On Demand service in south Salt Lake County, as well as changes to routes 11, F11, 232, F232, 525, F202, and F525. The analysis yielded no findings of disparate impact or disproportionate burden to low-income or minority populations. In fact, the data indicates a net benefit to persons in these demographics.

Discussion ensued. A question on communicating the changes to the affected populations was posed by the board and answered by staff.

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

Aye: Chair Christensen, and Trustee Holbrook

Absent: Trustee Acerson

8. Oath of Office**a. Oath of Office: Interim Executive Director and Officer of the Board - Mary DeLoretto**

Stephanie Withers, UTA Executive Assistant to the Board, administered the oath of office to Mary DeLoretto.

b. Oath of Office: Internal Auditor and Officer of the Board - Mike Hurst

Ms. Withers administered the oath of office to Mike Hurst.

9. Contracts, Disbursements and Grants**a. Change Order: Advertising Services Extension (Lamar Transit Advertising)**

Ms. Packer requested the board approve a change order in the amount of \$2,160,000 to exercise the second of three one-year options to the seven-year contract with Lamar Transit Advertising. The total contract value, including the change order, is \$19,690,000.

Discussion ensued. A question on advertising revenue trends was posed by the board and answered by staff.

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

10. Service and Fare Approvals**a. Fare Contract: Pass Purchase and Administration Agreement (Davis Technical College)**

Ms. Kunkel asked the board to approve a one-year fare contract with Davis Technical College. The estimated contract value is \$34,000.

Discussion ensued. Questions on terms in the previous contract were posed by the board and answered by staff.

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

b. Promotional Fare Request: UTA On Demand by Via

Jaron Robertson, UTA Director of Innovative Mobility Solutions, was joined by Ms. Morton and Ms. Packer. Mr. Robertson requested the board approve a promotional fare from August 8, 2021 (change day) through December 31, 2022, for the UTA On Demand by Via service. The purpose of the promotional fare is to attract and retain customers on the microtransit service. Ms. Packer reviewed potential fare promotions

and discounts, including:

- Reduced fare one-way trip (\$0.50)
- Weekly pass (\$9.50)
- New rider (first 2 rides free)
- Referrals (\$5.00 ride credit)
- Referrals contest (10 rides free)
- Churn (50% next 3 rides)
- Engagement (1 ride free)

Mr. Robertson added the estimated revenue impact is a 3-4% reduction in revenues generated by this service.

Discussion ensued. Questions clarifying the revenue reduction percentage and connections to other modes were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that this promotional fare request be approved. The motion carried by a unanimous vote.

c. Promotional Fare Request: Ridership Task Force Initiatives

Ms. Packer was joined by Ms. Kunkel. Staff asked the board to approve a promotional fare request for three targeted campaigns designed to encourage ridership following the COVID-19 pandemic: route-targeted direct mail, free fare with airline boarding pass, and complimentary pass for friends and family of UTA employees. The purpose of the promotional fares is to promote ridership as the agency recovers from the COVID-19 pandemic. The total estimated fiscal impact for these initiatives is between \$78,500 and \$112,000.

Discussion ensued. Questions on the method for determining targeted routes, types of direct mail passes, and promotional efforts for the airline boarding pass initiative were posed by the board and answered by staff. The board requested ongoing updates on these initiatives.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, that this promotional fare request be approved. The motion carried by a unanimous vote.

11. Discussion Items

a. Little Cottonwood Canyon Environmental Impact Statement (EIS) Update

Autumn Hu, UTA NEPA Project Administrator, was joined by Josh Van Jura with the

Utah Department of Transportation. Mr. Van Jura described the project, summarized alternative impacts, and discussed the preferred alternatives (enhanced bus or gondola). He then spoke about public engagement opportunities and reviewed the process schedule.

Discussion ensued. Questions on mobility needs between Big and Little Cottonwood canyons, mode capacity, impact of mode choice on the number of people going to the canyons, tolling fees compared to gondola fees, tolling locations, linkage to the transit system, and watershed considerations in the EIS were posed by the board and Ms. DeLoretto and answered by Ms. Hu and Mr. Van Jura.

12. Other Business

- a. Next Meeting: Wednesday, August 11, 2021 at 9:00 a.m.

13. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Carlton Christensen indicated there were matters to discuss in closed session relative to pending or reasonably imminent litigation.

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:44 a.m.

The meeting resumed at 10:53 a.m. in closed session.

14. Open Session

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 12:07 p.m.

15. Adjourn

A motion was made by Trustee Holbrook, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:07 p.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/692279.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A**Received on July 27, 2021 from George Chapman:**

Comments for Jul 28 Board meeting

I still believe that UTA is not equitable with fares and areas. Free fare for mainly college students who already have passes, is unfair to UTA riders in other areas, such as west of I15 (Utah, SLC, Davis and Weber County). Providing new buses for free for that population while everyone else has to pay \$2.50 is disrespectful at best and inequitable at worse.

Again, I urge UTA to reduce fares on buses (since rail parking and ticket throughput is limited) to be fair. UTA has the money.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

UTA Policy - UTA.02.04 National Transit Database Responsibility Policy

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA Policy No UTA.02.04 Financial Management - National Transit Database (NTD) Responsibility Policy and rescind Corporate Policy 3.1.11 National Transit Database (NTD) Policy and 3.1.11-1 National Transit Database (NTD) SOP

BACKGROUND:

Corporate Policy 3.1.11 UTA National Transit Database (NTD) Policy, was previously approved on December 11, 2018. NTD changes practices and procedures annually in response to federal legislation or in an effort to refine accuracy and uniformity in reporting by all federally funded transit agencies in the United States. Because these changes occur more often than recognized in previous policy and SOP, staff has tried to create a nimbler way to comply with NTD annual changes. A corporate responsibility policy and individual departments' SOPs incorporated under that policy will allow UTA to respond to the changing practices and procedures at NTD in a timelier way.

DISCUSSION:

UTA Policy No UTA.02.04 Financial Management - National Transit Database (NTD) Responsibility Policy will be updated with the following changes:

- Clarifies responsibilities for monthly and yearly reports at the form level and all the departments that contribute to the NTD reports
-

- Allows responsible departments to create a system of internal approval for NTD data reported to Accounting
 - Places a 10% variance year over year to be reported back to operations management
 - Places the responsible departments under the overarching NTD guidance that UTA's auditor is looking for each year in their audit for compliance
 - Allows Accounting to approve and recommend changes to responsible department SOPs that correspond to this NTD policy
-

ALTERNATIVES:

If this policy is not adopted the current Corporate Policy 3.1.11 National Transit Database (NTD) Policy and 3.1.11-1 National Transit Database (NTD) SOP would remain in effect.

FISCAL IMPACT:

None

ATTACHMENTS:

1. UTA Policy UTA.02.04

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.04

NATIONAL TRANSIT DATABASE (NTD) RESPONSIBILITY POLICY

1) **Purpose.**

The purpose of this policy is to assign responsibilities for NTD data gathering, accumulation, and reporting. The Federal Transit Administration (FTA) uses NTD data to allocate billions of federal preventative maintenance dollars to transit agencies through its annual allocation formulas, therefore NTD data integrity is crucial to FTA. It is expected that each transit agency will devote the resources necessary to ensure that NTD data submitted is materially correct.

2) **Definitions.**

“NTD” means National Transit Database reports on all government funded transit agencies in the United States based on changing requirements defined by the Federal Transit Administration.

“MR20” means monthly reporting form found in NTD online system by mode.

“A forms” means a group of annual forms found in NTD online system to specifically report asset information.

“B forms” means a group of annual forms found in NTD online system to specifically report purchased transportation services.

“F forms” means a group of annual forms found in NTD online system to specifically report financial information.

“R forms” means a group of annual forms found in NTD online system to specifically report employee information.

“S forms” means a group of annual forms found in NTD online system to specifically report statistical information by mode.

3) **Policy.**

A. Authority and Responsibilities. FTA ultimately holds the Executive Director of UTA responsible for its monthly and annual NTD data submittal. The Executive Director has delegated specific responsibilities to the listed departments.

1. Monthly data responsibility

- a) Form MR20 for all modes (except Vanpool) - Operational Analysis & Solutions (OAS)
- b) Form MR20 for Vanpool - Vanpool

2. Annual data responsibility for yearly reporting

- a) All B forms - Accounting
- b) All F forms - Accounting
- c) All A forms (except form type A30) - State of Good Repair (SGR)

- d) The A30 form - Accounting
 - e) All S forms (except S10 for Vanpool) - OAS
 - f) Form S10 for Vanpool - Vanpool
 - g) Form R10 - Accounting
 - h) Form R20 - OAS
 - i) All FFA10 forms - Planning
 - 3. Annual data responsibility for yearly reporting of safety forms
 - a) Safety and Security Director
- B. *Compliance with NTD Requirements. At UTA, the Comptroller is responsible for ensuring compliance with NTD requirements.* That responsibility includes ensuring that UTA's Chief Officers, Managers, and Directors create the internal teams and processes within their departments that will verify that submitted data complies with NTD requirements. UTA shall follow the Federal Transit Authority (FTA) standards contained in the 2020 NTD Policy Manual, Appendix A-245, regarding the data used to compile the annual National Transit Database (NTD) report as described below:
- 1. Variances greater than or equal to 10 percent from same time last year are communicated to the division and department management for verification and acknowledgement prior to Accounting submitting the figure to NTD.
 - 2. A system is in place and maintained for recording data in accordance with NTD definitions. The correct data are being measured and no systematic errors exist.
 - 3. A system is in place to record data on a continuing basis, and the data gathering is an ongoing effort.
 - 4. Source documents are available to support the reported data and are maintained for FTA review and audit for a minimum of three years following FTA's receipt of the NTD report. The data are fully documented and securely stored.
 - 5. A system of internal controls is in place to ensure the data collection process is accurate and that the recording system and reported comments are not altered (if applicable). Documents are reviewed and signed by a supervisor, as required.
 - 6. The data collection methods are those suggested by FTA or otherwise meet FTA requirements.
 - 7. Data are consistent with prior reporting periods and other facts known about transit agency operations.
- C. *Oversight of NTD Data Accuracy.* Within the Comptroller's Office, the Accountant responsible for NTD, receives data from departments, performs specific accuracy analyses, seeks variance explanations, and enters data into the NTD reporting system monthly and yearly. The Accountant is the primary person at UTA who communicates questions and concerns from UTA staff to NTD and from NTD to UTA staff. This employee also regularly identifies and rectifies issues through discussions with NTD and UTA staff.
- D. *Departmental Responsibility for NTD Data Compliance.* The Comptroller is responsible for ensuring that departments are aware of their responsibilities for data gathering, aware of NTD training opportunities, accumulation of properly internally reviewed data, and reporting in the NTD system, and that departments create NTD procedures that comply with current NTD reporting policy and guidance.

E. Issue Resolution. Any issues that a responsible department has with their data that cannot be rectified in a timely manner are to be elevated to the Comptroller for resolution. Any issues that the Comptroller cannot resolve in a timely manner are to be elevated to the Chief Finance Officer. Any issues that the Chief Finance Officer cannot resolve in a timely manner are to be elevated to the Executive Director.

4) Cross-References.

- 2020 NTD Policy Manual, Appendix A-245,

This UTA Policy was reviewed by UTA's Chief Officers on 07/07/2021, consented 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

 Mary DeLoretto
 Interim Executive Director

Approved as to form and content:

DocuSigned by:

 70E33A415BA44F6...
 Counsel for the Authority

History

Date	Action	Owner
12/11/2018	Adopted - Corporate Policy 3.1.11-SOP National Transit Database Adopted - Corporate SOP 3.1.11-1 National Transit Database (NTD)	Chief Financial Officer
	Rescinded - Corporate Policy 3.1.11 National Transit Database (NTD) Rescinded Corporate SOP 3.1.11-1 National Transit Database (NTD)	Chief Financial Officer
	Approved - UTA.02.04 National Transit Database (NTD) Responsibility UTA Policy	Chief Financial Officer



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Mary DeLoretto, Interim Executive Director

TITLE:

Agency Report

- Garth Brooks Concert Service Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Mary DeLoretto, UTA Interim Executive Director will report on recent activities of the agency and other items of interest, including:

- Garth Brooks Concert Service Update



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Brad Armstrong, Senior Manager, Budget & Financial Analysis
Dan Hofer, Manager Capital Assets and Project Controls

TITLE:

Financial Report - June 2021

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The June 2021 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board.

A dashboard summarizing capital program delivery through June 2021 is included as an attachment.

Also provided, is the monthly Board Dashboard which summarizes key information from the June 2021 Monthly Financial Statements.

DISCUSSION:

At the August 11, 2021 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

The Manager of Capital Assets and Project Controls will report on Capital Program delivery, discuss variances,

and address questions from the Board of Trustees.

ALTERNATIVES:

N/A

FISCAL IMPACT:

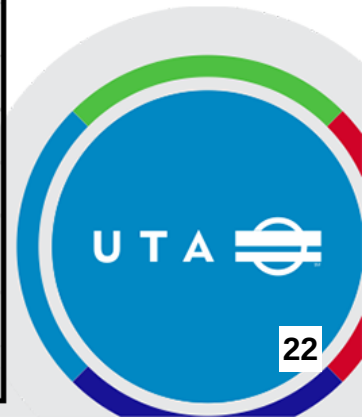
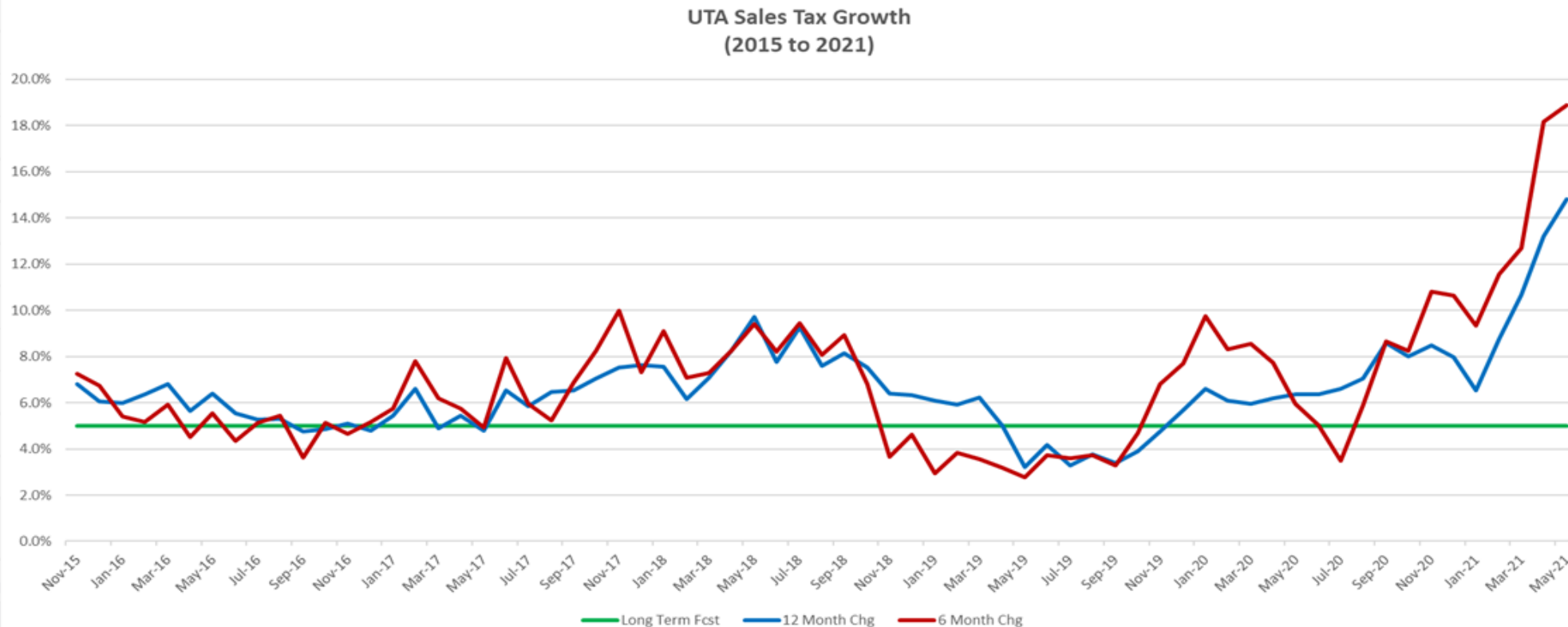
N/A

ATTACHMENTS:

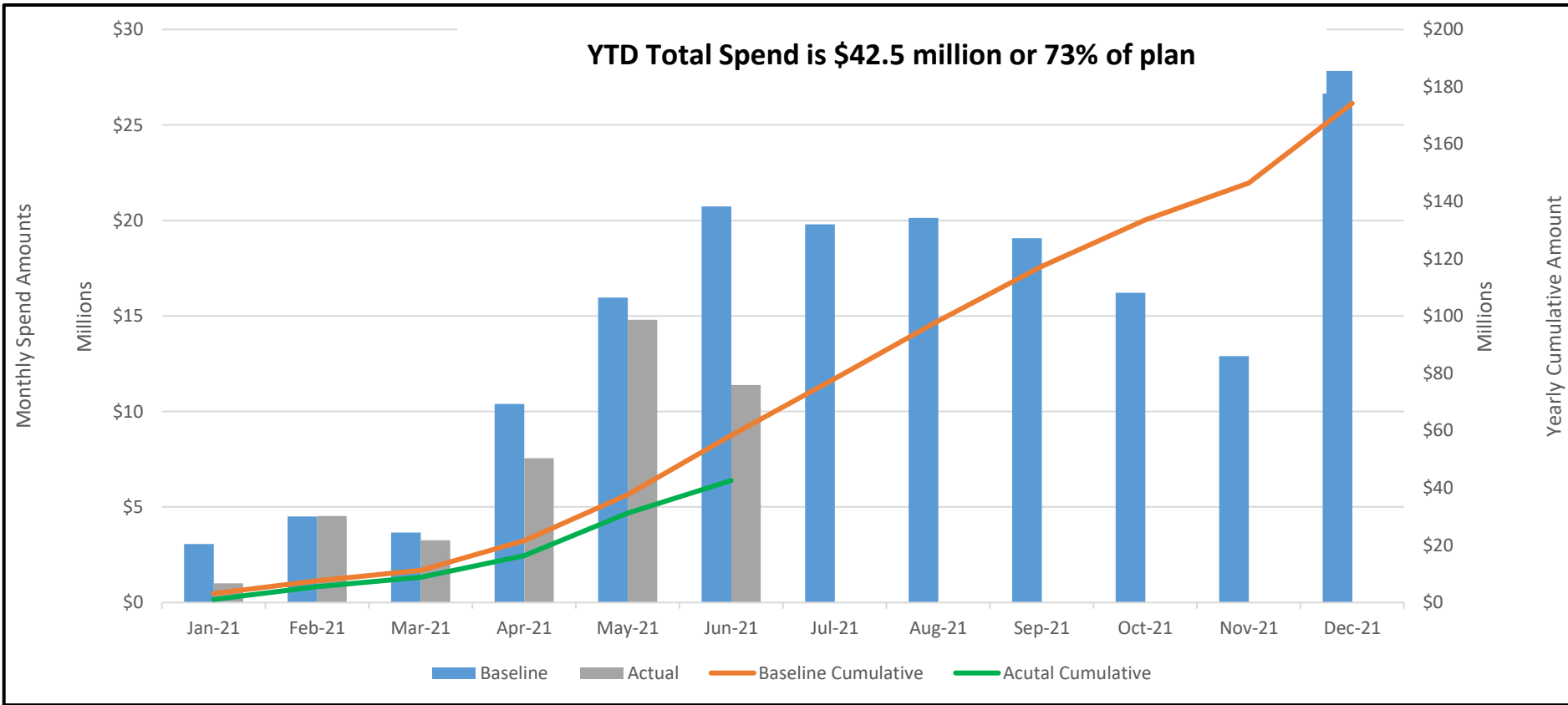
- June 2021 Board Operating Dashboard
- June 2021 Capital Program Delivery Dashboard
- June 2021 Monthly Financial Statements

UTA Board Dashboard June 2021

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	June Actual	June Budget		%	YTD Actual	YTD Budget		%
Sales Tax (May '21 mm \$)	\$ 33.9	\$ 29.9	\$ 4.01	13.4%	\$ 163.7	\$ 138.0	\$ 25.75	18.7%
Fare Revenue (mm)	\$ 2.0	\$ 2.6	\$ (0.56)	-21.6%	\$ 14.3	\$ 15.4	\$ (1.13)	-7.3%
Operating Exp (mm)	\$ 27.1	\$ 27.0	(0.13)	-0.5%	\$ 149.8	\$ 160.8	\$ 10.99	6.8%
Subsidy Per Rider (SPR)	\$ 13.57	\$ 15.06	\$ 1.49	9.9%	\$ 12.89	\$ 15.06	\$ 2.17	14.4%
UTA Diesel Price (\$/gal)	\$ 2.49	\$ 2.25	\$ (0.24)	-10.7%	\$ 2.26	\$ 2.25	\$ (0.01)	-0.6%
Operating Metrics	June Actual	Jun-20	F/ (UF)	%	YTD Actual	YTD 2020	F/ (UF)	%
Ridership (mm)	1.85	1.40	0.4	31.6%	10.51	14.02	(3.5)	-25.0%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.39					



Capital Program Update- 2021 Actual Spend vs Projected Spend (January – June)

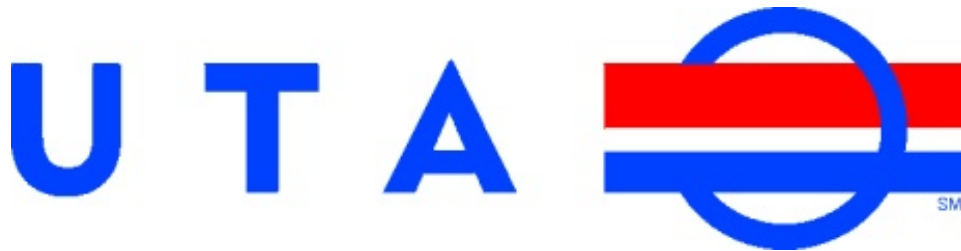


Utah Transit Authority

Financial Statement

(Unaudited)

June 30, 2021



**KEY ITEM REPORT
(UNAUDITED)
As of June 30, 2021**

EXHIBIT 1-1

	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (14,826,181)	\$ (16,048,000)	\$ (1,221,819)	-8%
2 Operating Expenses	149,767,550	160,757,690	10,990,140	7%
3 Net Operating Income (Loss)	(134,941,369)	(144,709,690)	9,768,321	7%
4 Capital Revenue	(29,313,577)	(20,236,513)	9,077,064	45%
5 Capital Expenses	44,680,339	26,722,342	(17,957,997)	-67%
6 Net Capital Income (Loss)	(15,366,762)	(6,485,829)	(8,880,933)	137%
7 Sales Tax	(192,875,129)	(171,132,399)	21,742,730	13%
8 Other Revenue	(142,079,610)	(93,488,500)	48,591,110	52%
9 Debt Service	45,866,532	45,262,025	(604,507)	-1%
10 Sale of Assets	(131,996)	-	131,996	
11 Net Non-Operating Income (Loss)	289,220,203	219,358,874	69,861,329	32%
12 Contribution to Cash Balance	\$ 138,912,072	\$ 68,163,354	\$ 70,748,717	104%
13 Amortization	(97,698)			
14 Depreciation	78,785,496			
15 Total Non-cash Items	\$ 78,687,798			

STATISTICS

RIDERSHIP

2021 Actual	June 2021	June 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	1,846,532	1,403,532	443,000	10,512,537	14,022,300	(3,509,763)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 149,767,550
18 Less: Passenger Revenue	- (14,257,095)
19 Subtotal	135,510,455
20 Divided by: Ridership	÷ 10,512,537
21 Subsidy per Rider	<u>\$ 12.89</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-2

BALANCE SHEET

	6/30/2021	6/30/2020
CURRENT ASSETS		
1 Cash	\$ 35,216,781	\$ 17,402,803
2 Investments (Unrestricted)	241,255,388	130,170,131
3 Investments (Restricted)	101,535,792	162,362,090
4 Receivables	67,410,383	41,788,832
5 Receivables - Federal Grants	100,123,081	17,563,047
6 Inventories	33,981,233	36,810,179
7 Prepaid Expenses	585,373	636,683
8 TOTAL CURRENT ASSETS	\$ 580,108,031	\$ 406,733,765
9 Property, Plant & Equipment (Net)	2,889,883,150	2,985,751,259
10 Other Assets	146,148,687	152,749,076
11 TOTAL ASSETS	\$3,616,139,868	\$3,545,234,100
12 Current Liabilities	62,494,719	\$ 63,288,996
14 Net Pension Liability	96,783,597	103,864,839
15 Outstanding Debt	2,407,654,979	2,454,503,722
16 Net Investment in Capital Assets	687,531,006	
17 Restricted Net Position	15,094,512	
18 Unrestricted Net Position	346,581,055	923,576,543
19 TOTAL LIABILITIES & EQUITY	\$3,616,139,868	\$3,545,234,100

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 26,869	\$ 33,328,057
21 2010/2015 Bond DSR Proceeds	550,463	
22 2018 Bond Proceeds	13,264,718	24,801,641
23 2019 Bond Proceeds	64,274,228	70,387,958
24 Debt Service Interest Payable	4,306,594	7,725,254
25 Risk Contingency Fund	8,034,521	7,967,035
26 Box Elder County ROW (sales tax)	4,337,576	6,792,748
27 Joint Insurance Trust	-	7,054,468
28 Davis County Escrow	522,758	1,147,545
29 SL County Escrow	8	207,471
30 Amounts held in escrow	6,218,057	2,949,913
31 TOTAL RESTRICTED RESERVES	\$ 101,535,792	\$ 162,362,090
DESIGNATED GENERAL AND CAPITAL RESERVES		
32 General Reserves	\$ 58,778,000	\$ 57,600,000
33 Service Sustainability Reserves	9,796,000	9,600,000
34 Capital Reserve	44,338,000	22,500,000
35 Debt Reduction Reserve	30,000,000	30,000,000
36 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 142,912,000	\$ 119,700,000
37 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 244,447,792	\$ 282,062,090

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-3

REVENUE & EXPENSES

	ACTUAL Jun-21	ACTUAL Jun-20	YTD 2021	YTD 2020
OPERATING REVENUE				
1 Passenger Revenue	\$ 2,043,642	\$ 2,426,678	\$ 14,257,095	\$ 19,201,383
2 Advertising Revenue	90,000	208,333	569,086	1,250,000
3 TOTAL OPERATING REVENUE	\$ 2,133,642	\$ 2,635,011	\$ 14,826,181	\$ 20,451,383
OPERATING EXPENSE				
4 Bus Service	\$ 9,268,851	\$ 8,424,400	\$ 53,191,541	\$ 52,215,589
5 Commuter Rail	1,932,555	1,730,183	10,945,978	11,031,274
6 Light Rail	3,708,518	2,317,139	19,226,247	17,722,717
7 Maintenance of Way	2,136,649	1,229,135	9,809,314	8,967,960
8 Paratransit Service	2,422,614	1,742,091	11,704,941	10,957,866
9 RideShare/Van Pool Services	287,913	220,374	1,603,007	1,308,489
10 Microtransit	193,598		763,076	
11 Operations Support	4,185,123	4,277,349	24,543,746	24,055,318
12 Administration	2,499,055	3,168,306	15,252,767	16,261,765
13 Planning/Capital Development/Real Estate	457,327	371,574	2,726,933	2,273,912
14 Non-Departmental			-	-
15 TOTAL OPERATING EXPENSE	\$ 27,092,203	\$ 23,480,551	\$ 149,767,550	\$ 144,794,890
16 NET OPERATING INCOME (LOSS)	\$ (24,958,561)	\$ (20,845,540)	\$ (134,941,369)	\$ (124,343,507)
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(138,653)	(304,336)	(622,732)	(2,238,878)
18 Sales Tax Revenue ¹	(42,269,102)	(24,842,514)	(192,875,129)	(140,619,697)
19 Other Revenue	(504,411)	(595,369)	(3,428,026)	(4,091,815)
20 Fed Operations/Preventative Maint. Revenue	(2,411,154)	(14,239,180)	(138,028,852)	(70,995,850)
21 Bond Interest	7,305,712	8,446,730	44,203,095	48,274,508
22 Bond Interest UTCT	162,411	166,164	974,493	
23 Bond Cost of Issuance/Fees	-	6,677	69,250	901,750
24 Lease Interest	100,409	754,321	619,694	4,430,310
25 Sale of Assets	(105,682)	(5,926)	(131,996)	(78,596)
26 TOTAL NON-OPERATING EXPENSE	\$ (37,860,470)	\$ (30,613,433)	\$ (289,220,203)	\$ (164,418,268)
27 CONTRIBUTION TO RESERVES	\$ 12,901,909	\$ 9,767,893	\$ 154,278,834	\$ 40,074,761
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(378,377)	(385,187)	(2,265,322)	(3,682,122)
28 Bond Refunding Cost Amortization	293,695	274,240	1,762,167	2,282,169
29 Future Revenue Cost Amortization	67,276	67,576	405,457	405,457
30 Depreciation	11,740,563	11,154,436	78,785,496	67,650,867
31 NET OTHER EXPENSES (NON-CASH)	\$ 11,723,157	\$ 11,111,065	\$ 78,687,798	\$ 66,656,371
	1,178,752	(1,343,172)	75,591,036	(26,581,610)

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of June 30, 2021

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-21	Jun-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,043,642)	\$ (2,608,000)	\$ (564,358)	-22%
2 Advertising Revenue	(90,000)	(110,000)	(20,000)	-18%
3 TOTAL OPERATING REVENUE	\$ (2,133,642)	\$ (2,718,000)	\$ (584,358)	-21%
OPERATING EXPENSE				
4 Bus Service	\$ 9,268,851	\$ 8,921,622	\$ (347,229)	-4%
5 Commuter Rail	1,932,555	1,993,132	60,577	3%
6 Light Rail	3,708,518	3,363,515	(345,003)	-10%
7 Maintenance of Way	2,136,649	1,648,707	(487,942)	-30%
8 Paratransit Service	2,422,614	1,994,146	(428,468)	-21%
9 RideShare/Van Pool Services	287,913	303,713	15,800	5%
10 Microtransit	193,598	261,594	67,996	
11 Operations Support	4,185,123	4,404,003	218,880	5%
12 Administration	2,499,055	3,609,709	1,110,654	31%
13 Planning/Capital Development/Real Estate	457,327	466,864	9,537	2%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 27,092,203	\$ 26,967,005	\$ (125,198)	0%
16 NET OPERATING INCOME (LOSS)	\$ (24,958,561)	\$ (24,249,005)	\$ (709,556)	-3%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (138,653)	\$ (400,583)	\$ (261,930)	-65%
18 Sales Tax Revenue	(42,269,102)	(33,159,249)	9,109,853	27%
19 Other Revenue	(504,411)	(888,583)	(384,172)	-43%
20 Fed Operations/Preventative Maint. Revenue	(2,411,154)	(14,292,250)	(11,881,096)	-83%
21 Bond Interest	7,305,712	7,264,797	(40,915)	-1%
22 Bond Interest UTCT	162,411	163,966	1,555	1%
23 Bond Cost of Issuance/Fees	-	5,000	5,000	100%
24 Lease Interest	100,409	98,910	(1,499)	-2%
25 Sale of Assets	(105,682)	-	105,682	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (37,860,470)	\$ (41,207,993)	\$ (3,347,523)	-8%
27 CONTRIBUTION TO RESERVES	\$ 12,901,909	\$ 16,958,988		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of June 30, 2021**

EXHIBIT 1-4A

CURRENT MONTH

			VARIANCE	%
	ACTUAL	BUDGET	FAVORABLE	FAVORABLE
	Jun-21	Jun-21	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 207,783	\$ 221,062	\$ 13,279	6%
2 Executive Director	756,454	657,569	(98,885)	-15%
3 Chief Planning and Engagement Officer	668,915	852,352	183,437	22%
4 Chief Finance Officer	1,001,772	1,616,370	614,598	38%
5 Chief Operating Officer	22,193,143	20,683,858	(1,509,285)	-7%
6 Chief People Officer	669,490	670,420	930	0%
7 Chief Development Officer	415,335	603,734	188,399	31%
8 Chief Enterprise Strategy Officer	1,179,311	1,661,640	482,329	29%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	\$ 27,092,203	\$ 26,967,005	\$ (125,198)	0%

YEAR TO DATE

			VARIANCE	%
	ACTUAL	BUDGET	FAVORABLE	FAVORABLE
	Jun-21	Jun-21	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 1,231,582	\$ 1,361,436	\$ 129,854	10%
2 Executive Director	4,031,915	3,945,414	(86,501)	-2%
3 Chief Planning and Engagement Officer	3,598,606	5,010,433	1,411,827	28%
4 Chief Finance Officer	5,819,867	6,971,312	1,151,445	17%
5 Chief Operating Officer	121,551,607	125,327,611	3,776,004	3%
6 Chief People Officer	3,498,568	4,001,436	502,868	13%
7 Chief Development Officer	1,977,459	3,645,156	1,667,697	46%
8 Chief Enterprise Strategy Officer	8,057,946	9,948,059	1,890,113	19%
9 Non-Departmental	-	546,833	546,833	100%
10 TOTAL OPERATING EXPENSE	\$149,767,550	\$ 160,757,690	\$ 10,990,140	7%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-21	Jun-21	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (14,257,095)	\$ (15,388,000)	\$ (1,130,905)	-7%
2 Advertising Revenue	(569,086)	(660,000)	(90,914)	-14%
3 TOTAL OPERATING REVENUE	\$ (14,826,181)	\$ (16,048,000)	\$ (1,221,819)	-8%
OPERATING EXPENSE				
4 Bus Service	\$ 53,191,541	\$ 54,357,592	\$ 1,166,051	2%
5 Commuter Rail	10,945,978	11,974,731	1,028,753	9%
6 Light Rail	19,226,247	20,291,208	1,064,961	5%
7 Maintenance of Way	9,809,314	9,744,600	(64,714)	-1%
8 Paratransit Service	11,704,941	11,964,876	259,935	2%
9 RideShare/Van Pool Services	1,603,007	1,822,278	219,271	12%
10 Microtransit	763,076	1,429,964	666,888	47%
11 Operations Support	24,543,746	26,592,284	2,048,538	8%
12 Administration	15,252,767	19,153,915	3,901,148	20%
13 Planning/Capital Development/Real Estate	2,726,933	2,879,409	152,476	5%
14 Non-Departmental	-	546,833	546,833	100%
15 TOTAL OPERATING EXPENSE	\$ 149,767,550	\$ 160,757,690	\$ 10,990,140	7%
16 NET OPERATING INCOME (LOSS)	\$ (134,941,369)	\$ (144,709,690)	\$ 9,768,321	7%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (622,732)	\$ (2,403,500)	\$ 1,780,768	-74%
18 Sales Tax Revenue	(192,875,129)	(171,132,399)	(21,742,730)	13%
19 Other Revenue	(3,428,026)	(5,331,500)	1,903,474	-36%
20 Fed Operations/Preventative Maint. Revenue	(138,028,852)	(85,753,500)	(52,275,352)	61%
21 Bond Interest	44,203,095	43,588,780	(614,316)	-1%
22 Bond Interest UTCT	974,493	1,023,496	49,003	5%
23 Bond Cost of Issuance/Fees	69,250	39,700	(29,550)	-74%
24 Lease Interest	619,694	610,050	(9,644)	-2%
25 Sale of Assets	(131,996)	-	131,996	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (289,220,203)	\$ (219,398,574)	\$ 69,821,629	32%
27 CONTRIBUTION TO RESERVES	\$ 154,278,834	\$ 74,688,884		

CAPITAL PROJECTS
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-6

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 3,177,153	\$ 47,286,015	6.7%
2 INFORMATION TECHNOLOGY	1,675,326	21,058,786	8.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	623,917	5,419,280	11.5%
4 CAPITAL PROJECTS	8,129,867	100,404,126	8.1%
5 AIRPORT STATION RELOCATION	2,466,950	9,453,807	26.1%
6 STATE OF GOOD REPAIR	8,909,567	37,374,436	23.8%
7 DEPOT DISTRICT	10,035,483	32,400,124	31.0%
8 OGDEN/WEBER STATE BRT	6,747,256	52,580,513	12.8%
9 TIGER	2,914,820	14,691,019	19.8%
10 TOTAL	\$ 44,680,339	\$ 320,668,106	13.9%
REVENUES			
11 GRANT	\$ 17,386,514	\$ 85,192,380	20.4%
12 STATE CONTRIBUTION	1,706,850	13,914,417	12.3%
13 LEASES (PAID TO DATE)	2,262,152	51,875,592	4.4%
14 BONDS	5,411,921	61,439,830	8.8%
15 LOCAL PARTNERS	2,546,140	30,415,935	8.4%
16 UTA FUNDING	15,366,762	77,829,952	19.7%
17 TOTAL	\$ 44,680,339	\$ 320,668,106	13.9%

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-21	Jun-20	2021	2020
UTA				
Fully Allocated Costs	27,092,203	23,480,551	149,767,550	144,794,890
Passenger Farebox Revenue	2,043,643	2,426,678	14,257,095	19,201,871
Passengers	1,846,532	1,403,532	10,512,537	14,022,300
Farebox Recovery Ratio	7.5%	10.3%	9.5%	13.3%
Actual Subsidy per Rider	\$13.57	\$15.00	\$12.89	\$8.96
BUS SERVICE				
Fully Allocated Costs	12,798,013	12,192,935	74,098,491	72,819,082
Passenger Farebox Revenue	916,528	1,113,362	7,009,627	8,788,328
Passengers	952,834	747,529	5,627,912	6,985,887
Farebox Recovery Ratio	7.2%	9.1%	9.5%	12.1%
Actual Subsidy per Rider	\$12.47	\$14.82	\$11.92	\$9.17
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,687,012	5,755,013	41,248,560	38,200,424
Passenger Farebox Revenue	414,994	631,336	3,119,349	5,105,715
Passengers	644,918	483,762	3,548,439	5,012,402
Farebox Recovery Ratio	5.4%	11.0%	7.6%	13.4%
Actual Subsidy per Rider	\$11.28	\$10.59	\$10.75	\$6.60
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,456,868	3,102,305	18,526,550	19,052,647
Passenger Farebox Revenue	305,875	400,871	1,869,690	3,292,696
Passengers	162,858	119,231	811,551	1,340,155
Farebox Recovery Ratio	8.8%	12.9%	10.1%	17.3%
Actual Subsidy per Rider	\$19.35	\$22.66	\$20.52	\$11.76
PARATRANSIT				
Fully Allocated Costs	2,605,782	1,969,509	12,881,082	12,157,808
Passenger Farebox Revenue	146,472	34,480	642,242	178,983
Passengers	43,347	25,435	222,548	238,165
Farebox Recovery Ratio	5.6%	1.8%	5.0%	1.5%
Actual Subsidy per Rider	\$56.74	\$76.08	\$54.99	\$50.30
RIDESHARE				
Fully Allocated Costs	544,528	460,789	3,012,866	2,564,929
Passenger Farebox Revenue	259,774	246,629	1,616,187	1,836,149
Passengers	42,575	27,575	302,087	445,692
Farebox Recovery Ratio	47.7%	53.5%	53.6%	71.6%
Actual Subsidy per Rider	\$6.69	\$7.77	\$4.62	\$1.64

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of June 30, 2021

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-21	Jun-20	2021	2020
FULLY ALLOCATED COSTS				
Bus Service	\$12,798,013	\$12,192,935	\$74,098,491	\$72,819,082
Light Rail Service	\$7,687,012	\$5,755,013	\$41,248,560	\$38,200,424
Commuter Rail Service	\$3,456,868	\$3,102,305	\$18,526,550	\$19,052,647
Paratransit	\$2,605,782	\$1,969,509	\$12,881,082	\$12,157,808
Rideshare	\$544,528	\$460,789	\$3,012,866	\$2,564,929
UTA	\$27,092,203	\$23,480,551	\$149,767,550	\$144,794,890
PASSENGER FAREBOX REVENUE				
Bus Service	\$916,528	\$1,113,362	\$7,009,627	\$8,788,328
Light Rail Service	\$414,994	\$631,336	\$3,119,349	\$5,105,715
Commuter Rail Service	\$305,875	\$400,871	\$1,869,690	\$3,292,696
Paratransit	\$146,472	\$34,480	\$642,242	\$178,983
Rideshare	\$259,774	\$246,629	\$1,616,187	\$1,836,149
UTA	\$2,043,643	\$2,426,678	\$14,257,095	\$19,201,871
PASSENGERS				
Bus Service	952,834	747,529	5,627,912	6,985,887
Light Rail Service	644,918	483,762	3,548,439	5,012,402
Commuter Rail Service	162,858	119,231	811,551	1,340,155
Paratransit	43,347	25,435	222,548	238,165
Rideshare	42,575	27,575	302,087	445,692
UTA	1,846,532	1,403,532	10,512,537	14,022,300
FAREBOX RECOVERY RATIO				
Bus Service	7.2%	9.1%	9.5%	12.1%
Light Rail Service	5.4%	11.0%	7.6%	13.4%
Commuter Rail Service	8.8%	12.9%	10.1%	17.3%
Paratransit	5.6%	1.8%	5.0%	1.5%
Rideshare	47.7%	53.5%	53.6%	71.6%
UTA	7.5%	10.3%	9.5%	13.3%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$12.47	\$14.82	\$11.92	\$9.17
Light Rail Service	\$11.28	\$10.59	\$10.75	\$6.60
Commuter Rail Service	\$19.35	\$22.66	\$20.52	\$11.76
Paratransit	\$56.74	\$76.08	\$54.99	\$50.30
Rideshare	\$6.69	\$7.77	\$4.62	\$1.64
UTA	\$13.57	\$15.00	\$12.89	\$8.96

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)
As of June 30, 2021**

EXHIBIT 1-9

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 100,123,081	\$100,123,081	-	-	-	-
2 Sales Tax Contributions	62,748,580	32,108,916	\$ 30,639,664	-	-	-
3 Warranty Recovery	2,232,847	2,232,847	-	-	-	-
4 Build America Bond Subsidies	1,471,127	740,750	730,377	-	-	-
5 Product Sales and Development	329,502	379,667	7,379	\$ 1,866	\$ 3,009	\$ (62,419)
6 Pass Sales	34,518	(29,490)	11,773	1,631	752	49,852
7 Property Management	25,600	16,782	6,949	-	-	1,869
8 Vanpool/Rideshare	197,079	41,654	18,223	9,209	13,447	114,546
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreements	100	-	-	100	-	-
12 Other	-	-	-	-	-	-
13 Total	\$ 167,533,464	\$135,978,563	\$ 31,414,365	\$ 12,806	\$ 17,208	\$ 110,522

Percentage Due by Aging

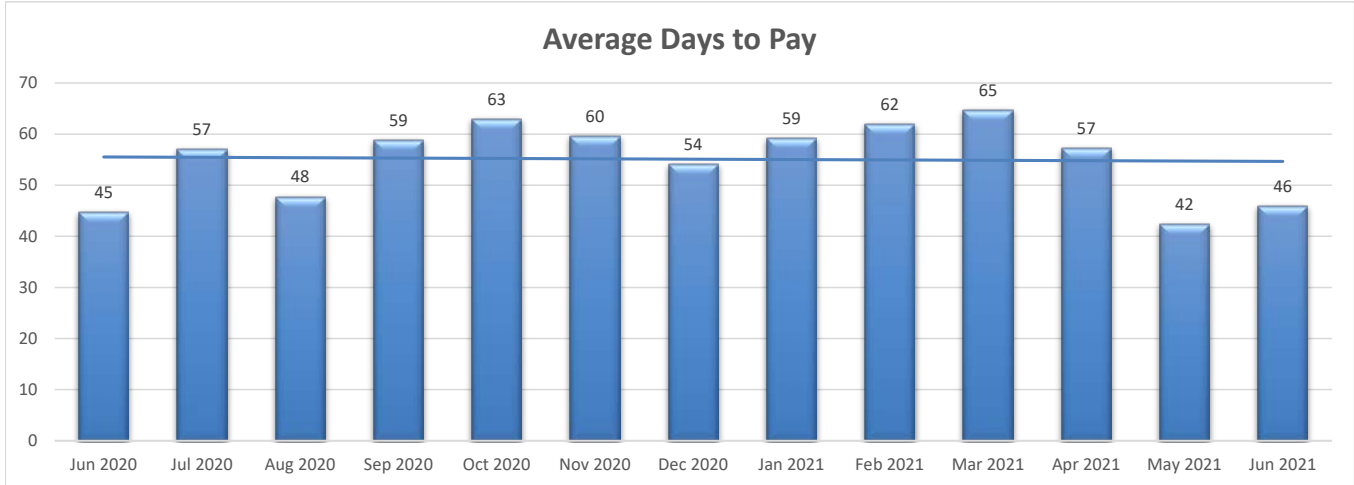
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	51.2%	48.8%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	50.4%	49.6%	0.0%	0.0%	0.0%
18 Product Sales and Development	115.2%	2.2%	0.6%	0.9%	-18.9%
19 Pass Sales	-85.4%	34.1%	4.7%	2.2%	144.4%
20 Property Management	65.6%	27.1%	0.0%	0.0%	7.3%
21 Vanpool/Rideshare	21.1%	9.2%	4.7%	6.8%	58.1%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	0.0%	0.0%	100.0%	0.0%	0.0%
25 Other					
26 Total	81.2%	18.8%	0.0%	0.0%	0.1%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM JUNE 1, 2021 THROUGH JUNE 30, 2021
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
19-0317PP TDX VERSION 3.0 UPGRADE	12/23/2019	MODERN COMMUNICATIONS SYSTEMS	360286	6/2/2021	\$ 237,949.85
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	887148	6/2/2021	254,557.87
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	887149	6/2/2021	268,352.19
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	6/3/2021	253,772.70
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	6/3/2021	831,230.17
R2021-04-01		ROCKY MOUNTAIN POWER	360442	6/9/2021	399,156.47
19-0317PP TDX VERSION 3.0 UPGRADE	12/23/2019	MODERN COMMUNICATIONS SYSTEMS	360443	6/9/2021	1,704,519.69
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887225	6/9/2021	262,326.61
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	887226	6/9/2021	564,593.79
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	887227	6/9/2021	3,294,116.69
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	887281	6/16/2021	207,392.00
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	887282	6/16/2021	212,840.70
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887283	6/16/2021	335,408.27
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	887284	6/16/2021	364,551.04
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	6/17/2021	874,917.88
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	6/17/2021	269,761.96
19-03136BM BRUCE JONES V. UTA (EMPLOYMENT)		SNOW CHRISTENSEN & MARTINEAU	887339	6/23/2021	225,878.44
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	887340	6/23/2021	250,272.28
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	887341	6/23/2021	316,739.37
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	887342	6/23/2021	325,297.34
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887343	6/23/2021	335,055.61
20-03329BM LIFTS FOR DEPOT DISTRICT	10/1/2020	STERIL KONI USA INC.	887344	6/23/2021	393,955.15
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	887433	6/30/2021	222,675.89
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887434	6/30/2021	312,239.10
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	887435	6/30/2021	1,089,703.03
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	887436	6/30/2021	2,091,737.69
R2021-04-01		SELECT HEALTH	ZION-ACH	6/30/2021	665,900.09
R2021-04-01		PEHP	ZION-ACH	6/30/2021	226,198.14





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Patti Garver, Manager of Environmental and Grant Services

TITLE:

R2021-08-01 - Resolution Authorizing the Execution of a Section 5309 Small Starts Grant Agreement with the Federal Transit Administration for the Ogden/Weber State University (WSU) Bus Rapid Transit (BRT) Project

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution 2021-08-01 authorizing execution by the Executive Director of the Small Starts grant agreement that is being developed in the Federal Transit Administration Awards Management System (TrAMS) for the Ogden/WSU BRT project.

BACKGROUND:

The Ogden/WSU BRT is a 5.3-mile BRT project connecting the Ogden FrontRunner commuter rail station to Weber State University and McKay Dee Hospital. It will include 13 stations and 2.2 miles of exclusive bus lanes from 32nd Street & Harrison up to the Dee Events Center. On weekdays, the service is planned to operate every 10 minutes during peak periods and every 15 minutes during off-peak periods and evenings; operating a total of 20 hours a day. On weekends, service is planned to operate every 15 to 30 minutes. The project will include transit signal priority, uniquely branded stations and 11 electric vehicles. The project will also include a transit center on the Weber State University campus and the existing Mount Ogden Maintenance facility will be expanded. The revenue service date is 04/08/2024.

DISCUSSION:

UTA anticipates \$78,322,872 in Section 5309 Small Starts funds from the Federal Transit Administration for the

Ogden/WSU BRT project. This resolution is to provide the Executive Director the authority to execute the Small Starts grant for the Ogden/WSU BRT project.

ALTERNATIVES:

If this grant is not executed, sufficient funds will not be available for completing the construction of the Ogden/WSU BRT project.

FISCAL IMPACT:

This project is included in UTA's approved 5-year Capital Plan. The total project cost is \$120,496,726.

The total amount included in this Small Starts grant is \$110,952,103 (\$78,322,872 federal and \$32,629,231 local match).

The Federal Small Starts Funding will be provided at 65% of the total project cost. Funding sources for the total project cost include:

FEDERAL SOURCES:

\$78,322,872 in Section 5309 Small Starts funds (65% of the total Project cost). These funds include \$64,504,151 from FFY 2019, \$10,570,000 from FFY2020 and \$3,248,721 from FFY2021

\$8,898,450 in locally programed Congestion Mitigation/Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) funds.

LOCAL SOURCES:

\$12,555,404 in Utah Transit Authority Local Funds

\$7,500,000 in Weber County Funds

\$4,570,000 in Donated right of way

\$4,100,000 in Ogden City Funds

\$4,050,000 in State Funds

\$500,000 in Rocky Mountain Power Funds

ATTACHMENTS:

- 1) Resolution R2021-08-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF A SECTION 5309 SMALL
STARTS GRANT AGREEMENT WITH THE FEDERAL TRANSIT
ADMINISTRATION FOR THE OGDEN/WEBER STATE UNIVERSITY (WSU)
BUS RAPID TRANSIT PROJECT**

R2021-08-01

August 11, 2021

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; and

WHEREAS, the Authority was funded through the Federal Transit Administration (“FTA”) Capital Investment Grant Program, Fiscal Year 2019/20/21 Section 5309 Small Starts, for the Ogden/WSU Bus Rapid Transit project (“Project”); and

WHEREAS, the Capital Investment Grant program provides funding for fixed guideway investments such as new and expanded rapid rail, commuter rail, light rail, streetcars, bus rapid transit, and ferries, as well as corridor-based bus rapid transit investments that emulate the features of rail; and

WHEREAS, FTA is providing \$78,322,872 in Small Starts funding for the Ogden/WSU Bus Rapid Transit project, that represents 65% of the total project cost; and

WHEREAS, the Utah Public Transit District Act, UTAH CODE §17B-2a-801 *et seq.* requires the Board of Trustees of the Authority to review and approve any contractual agreement exceeding \$200,000; and

WHEREAS, the Board of Trustees (the “Board”) understands and recognizes that a grant agreement for this Small Starts grant will soon be ready to execute, making timely approval by the Board necessary; and

WHEREAS, the Board of the Authority desires to authorize the Executive Director to execute the grant agreement for the Project.

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

1. That the Board authorizes the Executive Director to execute the FTA grant agreement for the Ogden/WSU Bus Rapid Transit Project.

R2021-08-01

2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the agreement for the grant award for the Project.

3. That the corporate seal be attached hereto.

Approved and adopted this 11th day of August 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:

David Wilkins

5E3257B1CF024B9...

Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer;
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer; Lorin Simpson Regional General Manager Salt Lake Business Unit; Eric Callison, Service Planning Manager

TITLE:

R2021-08-02 - Resolution Authorizing Execution of Addendum 4 and Addendum 5 to the Salt Lake Transit Master Plan Interlocal Agreement for 2021-2022 Frequent Transit Network Routes

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:

Approve Resolution R2021-08-02 authorizing the execution of Addendum 4, and Addendum 5 to the Salt Lake Transit Master Plan Interlocal Agreement for the 2021-2022 Frequent Transit Network Routes and Mobilization of 1000 North.

BACKGROUND:

On August 6, 2019, Addendum 2 to the ILA was approved by the UTA Board of Trustees, which allowed for the transfer of funding from the City to UTA for additional service on Routes 2, 9, and 21 for the term of August 2019 - July 2020. UTA began operating this additional service in August 2019, which resulted in a significant ridership increase, especially on route 9.

In spring of 2020, the coronavirus pandemic swept across the United States. UTA, like many other transit agencies in the nation, reduced its service to protect its operators from exposure, respond to significantly decreased ridership, and to protect the agency's financial stability. Service on the three routes sponsored by Salt Lake City were reduced to 56.44% of their former service levels. The service on the three Salt Lake City sponsored routes was reduced during the COVID-19 pandemic, consequently UTA restored the full service to these routes on the August 2020 Service Change Day. Since, August Change Day the ridership on all three routes have seen favorable ridership trends.

DISCUSSION:

Demonstrating the successful partnership of the sponsored service routes 2, 9, and 21 continue to increase as UTA ridership has returned over the last few months, especially route 9. The Salt Lake City Council adopted the funding resolution for FY 2022 for the FTN routes and mobilization for the 1000 North corridor. With that said, the Board of Trustees is being asked to consider a resolution that authorizes the Executive Director to execute the following:

- 1: **Addendum 4** - The proposed addendum cost of the sponsored service for FTN routes 2, 9, 21 and paratransit service; August 2021- July 2022 is \$4,475,416 as identified in the Cost Calculator (Attachment C4).
2. **Addendum 5** - The proposed addendum outlines the mobilization costs for the 1000 North corridor for service planned for the August 2022 Change Day as identified in the Funding for Mobilization (Attachment B). If mobilization is approved SLC and UTA will propose additional funding for operating the route in 2022.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City
Contract Number:	19-03003-1
Base Contract Effective Dates:	July 2019
Extended Contract Dates:	Addendum 4- August 2021- July 2022 Addendum 5 - January 2022 - August 2022
Procurement Method:	N/A
Funding Sources:	Revenue Contract

ALTERNATIVES:

If UTA chooses not to execute the agreement, UTA would then be required to give a 12-month notice to Salt Lake City's administration informing them that they will no longer be providing the service. In addition, at the foremost Change Day, the service for the 2, 9, and 21 routes would be evaluated using UTA's service guidelines to determine the right baseline service for those routes.

FISCAL IMPACT:

Revenue generated from the agreement is directly offset by the expense to operate the service and are accounted for in UTA's 2021 Budget and will be included in the 2022 Budget proposal.

ATTACHMENTS:

- 1) Resolution R2021-08-02, including:
 - a. Addendum Number 4 to the SLC and UTA Transit Master Plan ILA Agreement (2021-2022 FTN Routes)

- i. Attachment 1_FTN Corridors
 - ii. Attachment 2_Baseline
 - iii. Attachment 3_Cost Worksheet
 - iv. Attachment _FTN Definition
 - v. Attachment _NTD Profile
 - vi. Attachment _Cost per Mile
 - vii. Attachment _Paratransit
- b. Addendum Number 5 to the SLC and UTA Transit Master Plan ILA Agreement (Mobilization Funding for 1000 North)
 - i. Attachment A_Description of FTN Routes
 - ii. Attachment B_Funding for Mobilization

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF ADDENDUM 4 AND ADDENDUM 5 TO THE SALT LAKE
CITY TRANSIT MASTER PLAN INTERLOCAL AGREEMENT FOR 2021-2022 FREQUENT
TRANSIT NETWORK ROUTES**

No. R2021-08-02

August 11, 2021

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 (collectively the "Act"); and

WHEREAS, Salt Lake City Corporation (the "City") has adopted a Transit Master Plan (the "Plan") that includes a series of transit improvements, including the expansion of the Authority's current service level within the City, including higher frequencies and expanded service hours; and

WHEREAS, the Board of Trustees ("Board") of the Authority is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, the City is willing to provide the Authority with the funding necessary to affect the execution of a portion of the transit improvements set forth in the Plan; and

WHEREAS, the Authority and the City previously negotiated and approved a Transit Master Plan Implementation Interlocal Cooperation Agreement (the "ILA") and a related Addendum which set a framework pursuant to which the Authority and the City will plan, coordinate and fund the transit improvements called for under the Plan; and

WHEREAS, the Authority and the City have now negotiated an Addendum 4 and Addendum 5 which provides up to \$5,422,738 in additional funding allowing for UTA to provide enhanced frequent transit network service, starting in August of 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Addendum 4 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit A.
2. That the Board hereby approves Addendum 5 to the Interlocal Cooperation Agreement with Salt Lake City in substantially the same form as attached as Exhibit B.
3. That the Executive Director is authorized to execute Addendum 4 in substantially the same forms as those attached at Exhibit A.
4. That the Executive Director is authorized to execute Addendum 5 in substantially

the same forms as those attached at Exhibit B.

5. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Addendum 4 and Addendum 5.
6. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 11th day of August 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:

5E3267B4CF024B8
Legal Counsel

EXHIBIT A
(Addendum 4 of the Interlocal Cooperation Agreement)

ADDENDUM NO. 4
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(2021-22 FTN Routes)

This Addendum No. 4 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of ____, 2021, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the 6th day of March, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes for the 2021-22 (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2021 change day until the next succeeding August change day.

2. The description of those 2021-22 FTN Routes is set forth in Attachment 1.

3. The description of the 2021-22 Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored 2021-22 FTN Routes is set forth in in Attachment 3.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. Invoicing for implementation of the FTN Routes will be according to Section 7 of the ILA.

7. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

8. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

9. Any capitalized terms that are not specifically defined in this Addendum shall have

the meanings set forth in the ILA.

10. This Addendum will become effective upon Salt Lake City Council's adoption of a resolution authorizing the Mayor or her designee to enter into this Addendum; and appropriation of funding to meet the City's financial obligations under this Addendum (the "Effective Date").

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the Effective Date.

[Signature pages to Addendum No. 4 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

Michael Bell Digitally signed by Michael Bell
Date: 2021.08.02 15:17:24 -06'00'
UTA Legal Counsel

[Signature pages to Addendum No. 4 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of the 2021-22 FTN Routes
For This Addendum No. 4

Salt Lake City Transit Master Plan Phase I Service Improvements

Legend

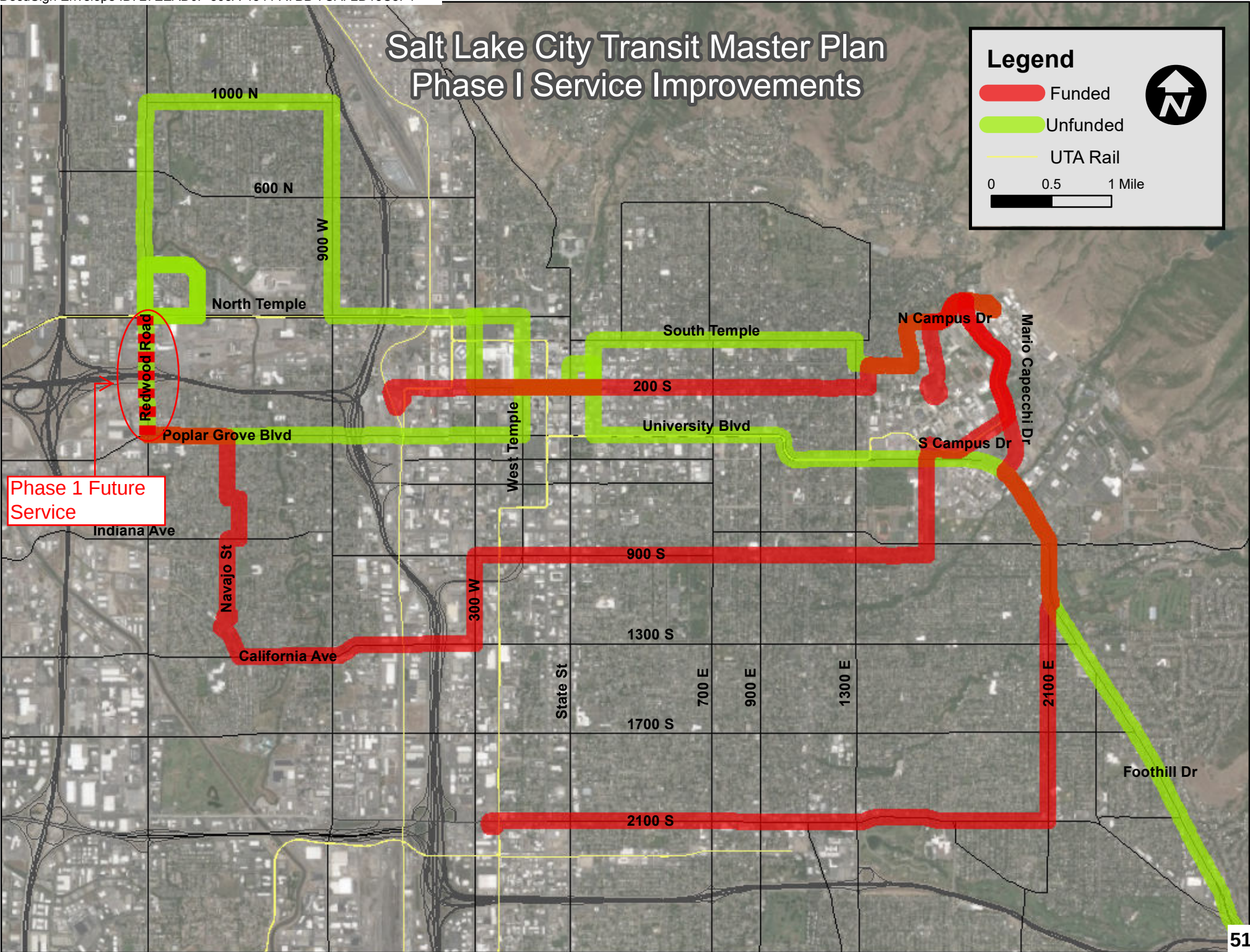
Funded

Unfunded

UTA Rail

00.51 Mile

N



Phase 1 Future
Service

ATTACHMENT B
2021-22 Baseline Services
For This Addendum No. 4

Draft for Spring 2021 Approval

Addendum 4: 2021 Baseline Service

Please refer to the UTA Five-Year Service Plan adopted on 2/24/2021 for UTA's baseline service.

www.rideuta.com/serviceplan**Summary:**

- The Five-Year Service Plan includes FTN level service on Route 2 on weekdays as part of UTA's baseline service level.
- UTA made improvements to the span of service on Routes 2, 9, and 21 in August 2020, which are now included in the baseline at not additional cost to SLC.
- While Route 21 also meets UTA's Service Design Guidelines on Weekdays, it was not included in UTA's baseline service in the current Five-Year Service Plan due to other needs taking priority.

Annual Miles	August 2020 Total Miles	2021 Baseline Miles	2021 Sponsored Miles
2	213,344	173,704	39,641
9	476,251	120,704	355,547
21	374,658	278,290	96,369
Total	1,064,254	572,697	491,557

Annual Hours	August 2020 Total Hours	2021 Baseline Hours	2021 Sponsored Hours
2	24,712.33	18,271.60	6,440.73
9	45,458.27	2,042.00	43,416.27
21	34,891.40	25,192.87	9,698.53
Total	105,062.00	45,506.47	59,555.53

Route	People-Based TPI	WKD Pass/Hr	SAT Pass/Hr	SUN Pass/Hr
2	689	34.80	16.20	15.40
9	346	12.00	6.90	7.50
21	307	29.40	13.30	15.80

LEGEND

	exceeds standards (under served)
	meets standards
	partially meets standards
	does not meet standards (over served)

ATTACHMENT C
Funding for 2021-22 Transit Service
For This Addendum No. 4

May 2021 Approval

Addendum 4**2021-2022 Sponsored Service: 200 South, 900 South, and 2100 South****VARIABLE VALUES**

\$ 8.26	Most recent NTD Cost per Revenue Mile, Bus Service (1)
2.2%	Annual escalator rate (2)
2	Number of Years since NTD report
20%	Administrative Discount off the 35% built into NTD (3)
491,557	Sponsored Revenue Miles: 200 S weekends, 900 S, and 2100 S
11%	Sponsored Paratransit Service rate (4)
\$ 2.25	Fuel Cost per Gallon (Service Year Budgeted Cost)
5	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)
\$ 493,061	Annual Sponsored Vehicle Lease Costs
10	Sponsored Vehicles

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.

(3) UTA will discount the administrative charges in proportion to the scale of the service increase in revenue miles.

(4) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

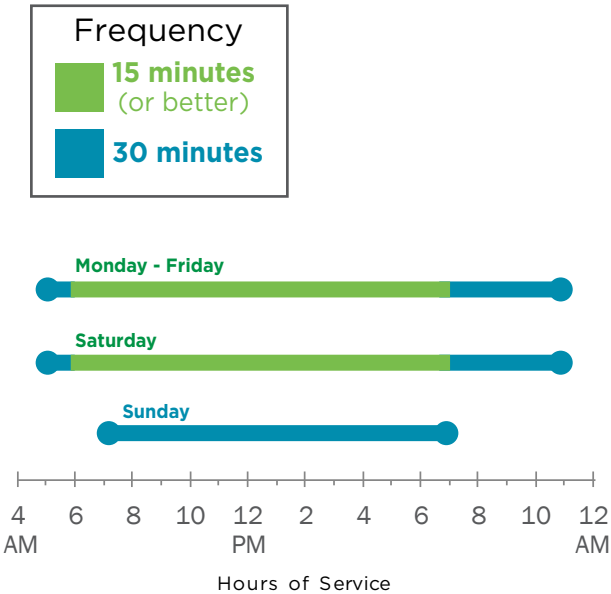
SPONSORED SERVICE COST

\$ 8.26	Most recent NTD Cost Per Mile - Bus Service
\$ 8.62	NDT rate Adjusted to Service Year Costs
\$ 6.90	Discounted NTD Adjusted to Service Year Costs
491,557	Sponsored Revenue Miles
\$ 3,389,849.87	Total Mileage Cost, Without Fuel, Annual
\$ 371,304.87	Add Paratransit Service
\$ 3,761,154.74	Total Annual Operating Costs without fuel
\$ 2.25	Fuel Cost per Gallon
5.0	Bus Miles per Gallon
491,557	Sponsored Revenue Miles
\$ 221,200.49	Total Fuel Cost
\$ 49,306.14	Per Vehicle Principal + Interest Rate
10	Vehicles needed for sponsored service
\$ 493,061.40	Total Annual Vehicle Cost for Sponsored Service
\$ 4,475,416.63	TOTAL

SALT LAKE CITY'S Frequent Transit Network

The Transit Master Plan provides a vision for an expanded Frequent Transit Network (FTN); it is a long-term, 20-year vision that identifies the corridors where high-frequency service should be provided in Salt Lake City. Building off the existing grid network, the FTN is a set of designated transit corridors that offers frequent and reliable service connecting major destinations and neighborhood centers seven days a week throughout the day and evening. The lines on the FTN map (following page) do not represent individual routes, but are corridors where frequent service would be provided by a combination of bus or rail technologies. Defining an FTN vision allows Salt Lake City to work closely with Utah Transit Authority (UTA) to set priorities for service provision now and in the future.

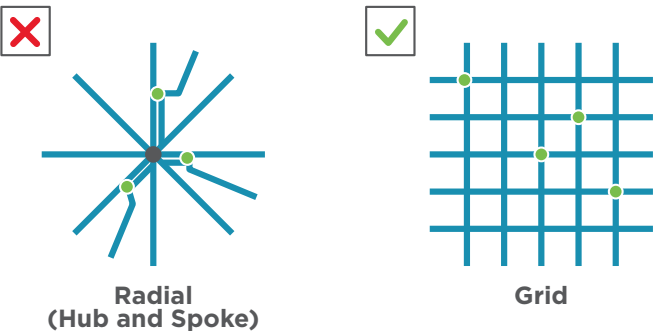
FTN Frequency and Span



Why a Grid Network?

Salt Lake City's existing, centralized hub model is effective for regional connections but is inefficient for some local trips. Currently, many of UTA's routes terminate at Central Station, which provides good connectivity to commuter rail service, but creates challenges for people who need to travel to other destinations throughout the city, necessitating multiple transfers and/or indirect trips. The FTN builds on Salt Lake City's strong street network grid.

Radial vs. Grid Network



<http://www.rideuta.com/>
669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority
2019 Annual Agency Profile

Executive Director: Ms. Carolyn Gonot
(801) 262-5626

General Information

Urbanized Area Statistics - 2010 Census

Salt Lake City-West Valley City, UT
278 Square Miles
1,021,243 Population
42 Pop. Rank out of 498 UZAs
Other UZAs Served
77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Consumption

355,283,691 Annual Passenger Miles (PMT)
44,578,161 Annual Unlinked Trips (UPT)
152,903 Average Weekday Unlinked Trips
77,094 Average Saturday Unlinked Trips
29,486 Average Sunday Unlinked Trips

Database Information

NTDID: 80001
Reporter Type: Full Reporter

Service Area Statistics

737 Square Miles
1,883,504 Population

Service Supplied

39,461,217 Annual Vehicle Revenue Miles (VRM)
2,236,481 Annual Vehicle Revenue Hours (VRH)
1,141 Vehicles Operated in Maximum Service (VOMS)
1,475 Vehicles Available for Maximum Service (VAMS)

Financial Information

Sources of Operating Funds Expended

Fares and Directly Generated \$63,441,106 15.9%
Local Funds \$265,436,369 66.6%
State Funds \$0 0.0%
Federal Assistance \$69,746,231 17.5%

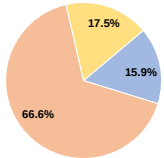
Total Operating Funds Expended \$398,623,706 100.0%

Sources of Capital Funds Expended

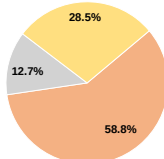
Fares and Directly Generated \$0 0.0%
Local Funds \$33,768,058 58.8%
State Funds \$7,286,829 12.7%
Federal Assistance \$16,395,069 28.5%

Total Capital Funds Expended \$57,449,956 100.0%

Operating Funding Sources



Capital Funding Sources



Summary of Operating Expenses (OE)

Labor \$214,935,053 69.1%
Materials and Supplies \$57,731,526 18.6%
Purchased Transportation \$4,681,383 1.5%
Other Operating Expenses \$33,701,190 10.8%
Total Operating Expenses \$311,049,152 100.0%
Reconciling OE Cash Expenditures \$87,574,554
Purchased Transportation (Reported Separately) \$0

Modal Characteristics

Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds				
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other	Total
Commuter Bus	41	-	\$0	\$0	\$0	\$0	\$0
Commuter Rail	50	-	\$0	\$6,668,392	\$2,237,066	\$26,948	\$8,932,406
Demand Response	64	46	\$142,702	\$50,668	\$92,006	\$0	\$285,376
Light Rail	89	-	\$0	\$18,486,994	\$1,077,775	\$66,173	\$19,630,942
Bus	416	5	\$11,494,983	\$8,750,091	\$5,138,773	\$40,978	\$25,424,825
Vanpool	430	-	\$3,118,109	\$47,753	\$0	\$10,545	\$3,176,407
Total	1,090	51	\$14,755,794	\$34,003,898	\$8,545,620	\$144,644	\$57,449,956

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years*
Commuter Bus	\$8,448,535	\$522,214	\$0	12,128,093	549,661	904,101	35,315	0.0	45	41	8.9%	14.4
Commuter Rail	\$44,291,302	\$7,084,619	\$8,932,406	133,685,517	5,193,879	5,401,987	166,668	174.5	69	50	27.5%	17.5
Demand Response	\$20,257,462	\$349,801	\$285,376	4,423,804	388,265	2,881,355	181,749	0.0	165	110	33.3%	4.1
Light Rail	\$71,152,656	\$17,630,129	\$19,630,942	83,098,538	17,128,008	6,569,208	365,639	93.9	117	89	23.9%	12.3
Bus	\$150,988,092	\$18,988,821	\$25,424,825	84,921,158	20,249,984	17,252,754	1,291,215	9.4	535	421	21.3%	6.7
Vanpool	\$15,911,105	\$3,927,899	\$3,176,407	37,026,581	1,068,364	6,451,812	195,895	0.0	544	430	21.0%	5.6
Total	\$311,049,152	\$48,503,483	\$57,449,956	355,283,691	44,578,161	39,461,217	2,236,481	277.8	1,475	1,141	22.6%	

Performance Measures

Service Efficiency

Mode	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour
Commuter Bus	\$9.34	\$239.23
Commuter Rail	\$8.20	\$265.75
Demand Response	\$7.03	\$111.46
Light Rail	\$10.83	\$194.60
Bus	\$8.75	\$116.93
Vanpool	\$2.47	\$81.22
Total	\$7.88	\$139.08

Service Effectiveness

Mode	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	\$0.70	\$15.37	0.6	15.6
Commuter Rail	\$0.33	\$8.53	1.0	31.2
Demand Response	\$4.58	\$52.17	0.1	2.1
Light Rail	\$0.86	\$4.15	2.6	46.8
Bus	\$1.78	\$7.46	1.2	15.7
Vanpool	\$0.43	\$14.89	0.2	5.5
Total	\$0.88	\$6.98	1.1	19.9



Notes:
*Demand Response - Taxi (DT) and non-dedicated fleets do not report fleet age data.

**Utah Transit Authority
Operating Cost per Mile by Mode**

Sources:

2019 Federal Transit Administration's National Transit Database (NTD), *Agency Profile*, <https://www.transit.dot.gov/ntd/transit-agency-profiles>

2019 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), <http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents>

2018 COST PER MILE

	<u>2019 NTD</u>					<u>Cost Per Vehicle</u>	
	<u>Operating</u>	<u>Less Fuel Costs</u>				<u>Revenue Mile</u>	
	<u>Expenses by</u>	<u>(Diesel, CNG</u>				<u>Without Fuel</u>	
	<u>Mode</u>	<u>and Gasoline)</u>	<u>Depreciation</u>	<u>Total Costs</u>	<u>Annual Vehicle</u>	<u>excluding Vehicle</u>	
					<u>Revenue Miles</u>	<u>Depreciation</u>	
Bus Service	\$ 150,988,092	\$ (8,534,028)	\$ 25,412,263	\$ 167,866,327	17,252,754	\$ 8.26	Bus Service
Commuter Bus	\$ 8,448,535	\$ (507,673)		\$ 7,940,862	904,101	\$ 8.78	Commuter Bus
Commuter Rail	\$ 44,291,302	\$ (5,613,091)	\$ 57,000,066	\$ 95,678,277	5,401,987	\$ 7.16	Commuter Rail
Light Rail	\$ 71,152,656		\$ 57,000,066	\$ 128,152,722	6,569,208	\$ 10.83	Light Rail
Paratransit Service	\$ 20,257,462	\$ (961,710)	\$ 4,171,785	\$ 23,467,537	2,881,355	\$ 6.70	Paratransit Service
Other Service	\$ 15,911,105	\$ (905,831)	\$ 2,527,944	\$ 17,533,218	6,451,812	\$ 2.33	Other Service
NTD Totals	<u>\$ 311,049,152</u>	<u>\$ (16,522,333)</u>	<u>\$ 146,112,123</u>	<u>\$ 440,638,942</u>	<u>39,461,217</u>	<u>\$ 7.46</u>	
Fuel Costs				<u>\$ 16,522,333</u>			
NTD Plus Fuel				<u>\$ 457,161,275</u>			
CAFR less revenue amortization (Capital Maintenance)				<u>\$ 457,161,275</u>			
Difference				<u>\$ -</u>			

DRAFT for Spring 2020 Approval

Addendum 4: Paratransit Costs
2020-2021 Sponsored Service: 200 South, 900 South, 2100 South

35,315	Commuter Bus Vehicle Revenue Hours (2019 NTD)
365,639	Light Rail Vehicle Revenue Hours (2019 NTD)
1,291,215	Bus Vehicle Revenue Hours (2019 NTD)
1,692,169	Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT
181,749	Total Demand Response Vehicle Revenue Hours (2019 NTD)
11%	Demand Response Percentage of Total Vehicle Revenue Hours for Bus, Commuter Bus, and Light Rail

EXHIBIT B
(Addendum 5 of the Interlocal Cooperation Agreement)

ADDENDUM NO. 5
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(Mobilization Funding for 1000 North)

This Addendum No. 5 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of July, 2021, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”) is made and entered into as of the date the Addendum is stamped by the Salt Lake City Recorder’s Office (“Effective Date”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the ____ day of July, 2021, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan public transportation improvements to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. As contemplated in Section 3 of the ILA, the City, in cooperation with UTA, has identified and funded a total of four corridors for City-sponsored frequent transit network routes (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2021 change day until the next succeeding August change day. The corridors are depicted in Attachment A to this Addendum. Three of the corridors began service in August of 2019, and are subject to other addenda. These are 200 South, 900 South, and 2100 South. One additional corridor, 1000 North, is proposed for mobilization in January of 2022, and is the subject of this Addendum. The service characteristics of the FTN Routes, the additional vehicles necessary to support the FTN Routes, and the Annual Service Mile Charge (as such term is defined in the ILA) applicable to the FTN Routes shall all be memorialized pursuant to an additional addendum to be subsequently executed by the parties.

2. The term of this Agreement is from the Effective Date until August __, 2022 (“Term”).

3. Pursuant to Section 6 of the ILA, UTA has identified a mobilization charge reflecting the costs to be incurred by UTA to prepare for the sponsored FTN Routes (the “Mobilization Funding”). The Mobilization Funding shall be utilized solely for implementation of the FTN Routes according to the itemized description in Attachment B to this Addendum.

4. UTA shall submit invoices for the Mobilization Funding in accordance with the milestone payment schedule included as Attachment B. To the extent that the hiring of additional headcount contemplated in Attachment B does not match the proposed schedule identified in Attachment B, then UTA shall adjust the invoices for milestone payments to reflect hiring of

additional headcount during the Term; provided, however, that any adjustment of amounts invoiced shall not exceed \$949,322 during the Term of this Agreement. The City shall pay all approved invoices within thirty (30) days of receipt. If the City does not approve an invoice, a written explanation of disputed items will be sent within ten (10) business days of the City's receipt of the invoice.

5. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

6. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to Addendum No. 4 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Executive Director

By _____
Chief Planning and Engagement Officer

Approved as to Form

Michael Bell Digitally signed by Michael Bell
Date: 2021.08.02 15:18:30 -06'00'
UTA Legal Counsel

[Signature pages to Addendum No. 4 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of FTN Routes
For This Addendum No. 5

Phase I SLCTMP Implementation

LEGEND

Already Implemented

2

9

21

To Be Implemented

1

Unfunded

4

Future North
Temple / Redwood
Mobility Hub -
Location TBD

Future
University of Utah
Mobility Hub

0 0.5 1 2 Miles

ATTACHMENT B
Funding for Mobilization
For This Addendum No. 5

Addendum 5**1000 North Mobilization (122,274 miles, 22,918 hours)**

FTE/Unit	Position/Item	Monthly Cost per FTE/unit	January	February	March	April	May	June	July	Mobilization Total
2	Mechanics	\$ 7,192	\$ 14,384	\$ 14,384	\$ 14,384	\$ 14,384	\$ 14,384	\$ 14,384	\$ 14,384	\$ 100,688
1	Fixed Supervisors	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 52,500
1	TCC Dispatch	\$ 5,234	\$ -	\$ -	\$ -	\$ 5,234	\$ 5,234	\$ 5,234	\$ 5,234	\$ 20,936
0	Para Supervisors	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Operator Recruitment	one time	\$ 3,000	\$ 2,400	\$ 1,800	\$ 600	\$ 600	\$ 600	\$ -	\$ 9,000
15	Operator Training	one time		\$ 45,917	\$ 45,917	\$ 45,917	\$ 45,917	\$ 45,917	\$ 45,917	\$ 275,500
15	Operator Service	\$ 5,964			\$ 14,910	\$ 47,712	\$ 59,640	\$ 89,460	\$ 89,460	\$ 301,182
4	Vehicle Procurement	\$ 3,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,648	\$ 15,648	\$ 31,296
Sub Total			\$ 24,884	\$ 70,201	\$ 84,511	\$ 121,347	\$ 133,275	\$ 178,743	\$ 178,143	\$ 791,102
20% Administration			\$ 4,977	\$ 14,040	\$ 16,902	\$ 24,269	\$ 26,655	\$ 35,749	\$ 35,629	\$ 158,220
TOTAL			\$ 29,861	\$ 84,241	\$ 101,413	\$ 145,616	\$ 159,930	\$ 214,491	\$ 213,771	\$ 949,322

Mobilization Milestone Invoices			
Month	Expense*	Admin	Total
1/1/2022	\$ 24,884	\$ 4,977	\$ 29,861
2/1/2022	\$ 70,201	\$ 14,040	\$ 84,241
3/1/2022	\$ 84,511	\$ 16,902	\$ 101,413
4/1/2022	\$ 121,347	\$ 24,269	\$ 145,616
5/1/2022	\$ 133,275	\$ 26,655	\$ 159,930
6/1/2022	\$ 178,743	\$ 35,749	\$ 214,491
7/1/2022	\$ 178,143	\$ 35,629	\$ 213,771
Sub total	\$ 791,102	\$ 158,220	\$ 949,322
* Expense costs represent a not-to-exceed amount, invoices will be based on actual FTE hires.			



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Paul Drake, Director Real Estate & TOD

TITLE:

R2021-08-03 - Resolution to Request the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property Necessary for the Ogden-Weber State University Bus Rapid Transit Transportation Project - Parcels 148 and 149

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2021-08-03 authorizing the Executive Director to request UDOT to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State University Bus Rapid Transit (BRT) Project.

BACKGROUND:

UTA is in the process of purchasing a 5.3-mile corridor connecting the Ogden FrontRunner commuter rail station to Weber State University (WSU) and McKay Dee Hospital for the Ogden-WSU Bus Rapid Transit Project.

The property located at 3245 South Harrison Boulevard, Ogden will be impacted by the project. UTA needs to acquire two partial fee acquisitions, three perpetual easements, and two temporary construction easements identified as project parcels 148, 149, 148:E, 149:E, 149:2E, 148:CE, and 149:CE from this property.

The impacted larger parcel is identified as Weber County Tax Parcels 05-037-0009 and 04-017-0001 and is owned by CAWPROPERTIES, LLC. This property is improved with a car wash built in 1991. UTA offered to acquire the necessary property rights and impacted improvements for \$105,500 based upon the appraisal

The formal offer to purchase was made on April 21, 2021. However, negotiations with the property owner have come to an impasse. UTA has petitioned the owners to sign a Right-of-Occupancy agreement to allow for additional time to negotiate the final settlement award, without causing project construction delays.

A 4-Options letter was sent to the property owner via certified mail on May 21, 2021 and again on June 16, 2021. Because negotiations have been unsuccessful, UTA staff recommends condemnation to settle the acquisition and obtain a court order of occupancy to avoid project delays.

DISCUSSION:

Project construction to begin on subject property as soon as right or order of occupancy is received. UTA staff will continue negotiating until the acquisition is settled. However, condemnation will ensure final resolution and will facilitate occupancy of the property.

ALTERNATIVES:

The consequences of not moving forward with the condemnation action include project delays, costly contractor change orders and increased prices for materials.

FISCAL IMPACT:

The Ogden-WSU BRT project is included in the UTA 2021 Capital Budget and the approved UTA 5-year Capital Plan. The cost to litigate a condemnation action will be covered by the project budget. These costs are considered significantly less than construction delay costs.

ATTACHMENTS:

- 1) Resolution
- 2) Map

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY TO REQUEST THE UTAH DEPARTMENT OF
TRANSPORTATION TO USE EMINENT DOMAIN FOR THE ACQUISITION OF
PROPERTY NECESSARY FOR THE OGDEN-WEBER STATE UNIVERSITY
BUS RAPID TRANSIT TRANSPORTATION PROJECT -
Parcels 148 and 149**

R2021 08-03

August 11, 2021

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; and

WHEREAS, the Board of Trustees (the “Board”) has approved the project known as the Ogden-Weber State University Bus Rapid Transit Transportation Project, UDOT PIN 15906, project no. F-R199(235), to design, construct and operate a Bus Rapid Transit (the “Project”) in Weber County, Utah; and

WHEREAS, the Project is a “public use” pursuant to Utah Code §78B-6-501; and

WHEREAS, to complete construction of the Project, certain right-of-way acquisitions have been identified as being necessary to the public use, including property located at 3245 South Harrison Boulevard, in Ogden, Utah, consisting of two partial fee acquisitions, three perpetual easements, and two temporary construction easements (the “Property”), more particularly described in Exhibit “A”; and

WHEREAS, the Authority’s staff and consultants have made diligent and reasonable efforts to acquire the right-of-way necessary for the Project, including the acquisition of Property, but have been unable to negotiate the acquisition thereof; and

WHEREAS, in order to complete the Project, and to meet budget and scheduling needs, acquisition of the Property needs to move forward through the eminent domain process; and

WHEREAS, Board Policy No. 5.2(III)(A)(1)(c) requires that, prior to acquiring property through eminent domain, the Board approve such action; and

WHEREAS, the property owner was notified in writing of the Authority’s consideration of this Resolution pursuant to Utah Code § 78B-6-504.

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

1. That the Board hereby authorizes the Executive Director or her designee(s) to request that the Utah Department of Transportation commence eminent domain proceedings on the Property.
2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to acquiring the Property.
3. That the corporate seal be attached hereto.

Approved and adopted this 11th day of August 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary to the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:


5E3257B1CF024B9
UTA Legal Counsel

Exhibit “A”
Property Deeds

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(LIMITED LIABILITY COMPANY)

Affecting Tax ID. No. 05:037:0009

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:148

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being a part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Harrison Boulevard, known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning 9.90 feet South and 33.45 feet S.65°W. from the Northeast Corner of said Quarter Section, said point also being 347.46 feet S.00°58'00"W. and 50.00 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 49.98 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+19.81, and running thence, along the west line of Harrison Boulevard, S.00°58'00"W. 111.71 feet to a point 49.98 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+08.10; thence West 8.66 feet to a point 58.64 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+07.95; thence N.02°50'52"W. 53.67 feet to a point 62.21 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+61.50; thence N09°58'00"W. 6.05 feet to a point 63.36 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+67.44; thence N.02°50'29"W. 44.51 feet to a point 66.31 feet perpendicularly distant westerly from said control line opposite Engineer Station 582+11.85; thence N.65°00'00"E. 18.17 feet to

Continued on Page 2

Page 2

Pin No. 15906
 Project No. F-R199(235)
 Parcel No. 199:148

the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 1,360 square feet or 0.031 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF)
) ss.
 COUNTY OF)

CAWPROPERTIES LLC

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

 Notary Public

Prepared By: (SRV) Psomas 8/4/2020

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 05:037:0009

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:148:E

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

A perpetual easement, upon part of an entire tract of property, in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah for the purpose of constructing and maintain thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities, and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point being 442.39 feet S.00°58'00"W. and 59.79 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 59.77 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 581+24.88, and running thence S.02°50'52"E. 10.01 feet which point is 59.10 feet perpendicularly distant westerly from the said control line of said project; thence S.89°39'51"W. 74.81 feet; thence N.00°20'09"W. 10.00 feet; thence N.89°39'51"E 74.37 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 746 square feet or 0.017 acre.

Continued on Page 2

Page 2

Pin No. 15906
 Project No. F-R199(235)
 Parcel No. 199:148:E

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF)
) ss.
 COUNTY OF)

CAWPROPERTIES LLC

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

 Notary Public

Prepared By: (SRV) Psomas 8/4/2020

LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

WHEN RECORDED, MAIL TO:
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 05:037:0009

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:148:CE

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby GRANTS AND CONVEYS to UTAH TRANSIT AUTHORITY, A LARGE PUBLIC TRANSIT DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF UTAH AND ITS ASSIGNS, grantee, located at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars,

A temporary easement, upon part of an entire tract of property, located in the NE1/4 NE1/4 of Section 4, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). This easement shall commence upon the beginning of actual construction on the property and shall continue until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said parcel of land are described as follows:

Beginning at a point being 355.42 feet S.00°58'00"W. and 66.33 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 66.31 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+11.85, and running thence S.02°50'29"E. 44.51 feet; thence S.09°58'00"E. 6.05 feet; thence S.02°50'52"E. 53.67 feet; thence West 15.27 feet; N.02°50'29"W 97.52 feet; thence N.65°00'00"E. 15.66 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 1,505 square feet or 0.035 acre.

Continued on Page 2

LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

STATE OF)
) ss.
 COUNTY OF)

CAWPROPERTIES LLC

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(LIMITED LIABILITY COMPANY)

Affecting Tax ID. No. 04-017-0001

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:149

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars , and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being a part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West and the SE1/4 SE1/4 Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Harrison Boulevard, known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point on the west line of Harrison Boulevard, said point also being 310.00 feet S.00°58'00"W. and 50.00 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 49.98 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+57.28, and running thence, along the said west line of Harrison Boulevard, S.00°58'00"W. 37.47 feet to a point 49.98 feet perpendicularly distant westerly from said control line opposite Engineer Station 582+19.81; thence S.65°00'00"W. 18.17 feet to a point 66.31 feet perpendicularly distant westerly from said control line opposite Engineer Station 582+11.85; thence N.02°50'29"W. 45.36 feet to a point 69.32 feet perpendicularly distant westerly from said control line opposite Engineer Station 582+57.11; thence S89°31'43"E. 19.35 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Continued on Page 2

Page 2

Pin No. 15906
 Project No. F-R199(235)
 Parcel No. 199:149

The above described parcel of land contains 744 square feet or 0.017 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF)
) ss.
 COUNTY OF)

CAWPROPERTIES LLC

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

 Notary Public

Prepared By: (SRV) Psomas 10/28/2020

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 04-017-0001

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:149:E

Parcel No. 199:149:2E

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

Perpetual easements, upon part of an entire tract of property, in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah for the purpose of constructing and maintain thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities, and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Perpetual Easement 149:E

Beginning at a point being 350.43 feet S.00°58'00"W. and 66.67 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 66.64 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+16.84, and running thence S.02°50'29"E. 5.00 feet which point is 66.31 feet perpendicularly distant westerly from the said control line of said project; thence S.87°09'31"W. 5.00 feet; thence N.02°50'29"W. 5.00 feet; thence N.87°09'31"E 5.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 25 square feet or 0.001 acre.

Continued on Page 2

Pin No. 15906
 Project No. F-R199(235)
 Parcel No. 199:149:E
 Parcel No. 199:149:2E

Also, Together with

Perpetual Easement 149:2E

Beginning at a point being 336.84 feet S.00°58'00"W. and 67.57 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 67.55 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+30.43, and running thence S.02°50'29"E. 5.00 feet which point is 67.21 feet perpendicularly distant westerly from the said control line of said project; thence S.87°09'31"W. 5.00 feet; thence N.02°50'29"W. 5.00 feet; thence N.87°09'31"E 5.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 25 square feet or 0.001 acre.

(Note: The basis of bearing for the above descriptions are S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above descriptions 00°20'09" clockwise to match project bearings)

STATE OF)
) ss. CAWPROPERTIES LLC
 COUNTY OF)

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 04-017-0001

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:149:CE

CAWPROPERTIES LLC, Grantor, a Limited Liability Company of the State of Utah, hereby GRANTS AND CONVEYS to UTAH TRANSIT AUTHORITY, A LARGE PUBLIC TRANSIT DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF UTAH AND ITS ASSIGNS, grantee, located at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars,

A temporary easement, upon part of an entire tract of property, located in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West and the SE1/4 SE1/4 of Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). This easement shall commence upon the beginning of actual construction on the property and shall continue until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said parcel of land are described as follows:

Beginning at a point being 310.17 feet S.00°58'00"W. and 69.35 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 69.32 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 582+57.11, and running thence S.02°50'29"E. 45.36 feet; thence S.65°00'00"W. 15.66 feet; N.02°50'29"W. 30.98 feet; thence S87°09'31"W. 9.00 feet; thence N.02°50'29"W. 21.64 feet; thence S.89°31'43"E. 23.54 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 899 square feet or 0.021 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd

Continued on Page 2

LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

STATE OF) CAWPROPERTIES LLC
) ss.
COUNTY OF)

By _____

On this ____ day of _____, in the year 20__, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of CAWPROPERTIES LLC and that said document was signed by him/her on behalf of said CAWPROPERTIES LLC by Authority of its _____.

Notary Public



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

TITLE:

R2021-08-04 - Resolution Establishing a Self-Insurance/Catastrophic Loss Reserve Fund

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2021-08-04 that will create a Self-Insurance/Catastrophic Loss Reserve Fund

BACKGROUND:

Self-Insurance

Board Policy 2.1 established reserves for financial stability in June of 2019. The current self-insurance reserves were not defined in the policy at that time, but the policy does allow for creation of additional reserves by the Board.

UTA has self-insured since 1986 for losses arising from accidents and claims of damages. The retention amounts have changed since its inception in accordance with the Governmental Immunity Act in State of Utah. As of December 31, 2020 the account balance was \$6,728,130 per the adopted 2020 ACFR.

Catastrophic Loss

Guided by actuarial input, UTA would determine the appropriate level for a catastrophic loss component of the proposed reserve to mitigate UTA's exposure in the event of a large RideShare/Vanpool claim.

RideShare/Vanpool Coverage

The current insurance for this program has been competitively acquired and managed outside of UTA's current self-insurance program. Due to rising costs in 3rd party insurance premiums, the program is considering self-insuring the RideShare/Vanpool program at UTA.

It is important to note that UTA has received a legal opinion that the RideShare/Vanpool program is not protected by Governmental Immunity UC 63G-7-101 due to drivers not being government employees or volunteers.

DISCUSSION:

UTA is seeking Board approval to establish a self-insurance reserve as allowed in Board Policy 2.1.(II)(A)(2) including a reserve for catastrophic losses not covered by the Governmental Immunity Act in the State of Utah.

ALTERNATIVES:

Do not add a self-insurance and catastrophic loss retention reserve.

FISCAL IMPACT:

The current self-insurance reserve was \$7,988,615 as of June 30, 2021. Approving this new reserve would allow UTA to mitigate exposure and potentially increase the reserve amount as recommended by actuarial input and management advice on risk exposure. Funding of the reserve would be approved by the Board through the annual budget process.

ATTACHMENTS:

1. Resolution R2021-08-04

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ESTABLISHING A SELF-INSURANCE / CATASTROPHIC LOSS
RESERVE FUND**

R2021-08-04

August 11, 2021

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; and

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

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

WHEREAS, on May 20, 2020, in Resolution R2020-05-02, the Board established a fifth reserve, the Debt Reduction reserve; and

WHEREAS, the Policy empowers the Board of the Authority to establish additional reserve funds, or make contributions to existing reserve funds; and

WHEREAS, the Board now wishes to establish a sixth reserve, the Self-Insurance/Catastrophic Loss Reserve Fund.

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

1. That the Board hereby authorizes the Chief Financial Officer of the Authority to create and fund the Self-Insurance/Catastrophic Loss Reserve Fund.
2. That the purpose of the Self-Insurance/Catastrophic Loss Reserve Fund will be to satisfy obligations to the Authority’s self-insured programs.
3. That funding levels for the Self-Insurance/Catastrophic Loss Reserve Fund may be adjusted and included in the annual budget approved by the Board.
4. That the funding levels recommended to the Board will be based on actuarial analysis performed by a third party and management recommendation for the catastrophic loss element of the fund.
5. That any disbursement from the Self-Insurance/Catastrophic Loss Reserve Fund including satisfaction of obligations to the Authority’s self-insured programs will be restored annually through the budget process.

R2021-08-04

1

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

Approved and adopted this 11th day of August 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

5E3257B1CF024B9...
Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

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

TITLE:

Contract: SD100 HVAC Inverter Replacement (Kiepe Electric, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Interim Executive Director to execute contract and associated disbursements in the amount of \$999,970 with Kiepe Electric, LLC. to replace the inverters on the SD100 light rail vehicles as part of the overhaul program.

BACKGROUND:

The inverters are associated with the HVAC system on the light rail vehicles. They are at the end of their useful life and need to be replaced.

DISCUSSION:

Kiepe Electric, LLC. was selected as the result of a competitive RFP best value selection process. This is a contract to replace the HVAC inverter on the SD100 light rail vehicles. The replacement will consist of 46 total inverters. The total cost of the replacement is not to exceed \$999,970 and includes the purchase of 6 spare inverters. The price has been determined to be fair and reasonable based on adequate price competition. The project will take approximately one year to complete.

CONTRACT SUMMARY:

Contractor Name: Kiepe Electric, LLC
Contract Number: 21-03415

Base Contract Effective Dates:	8/18/2021-7/31/2022
Extended Contract Dates:	None
Existing Contract Value:	None
Amendment Amount:	None
New/Total Amount Contract Value:	\$999,970
Procurement Method:	RFP Best Value
Funding Sources:	Local

ALTERNATIVES:

If we defer the replacement, the potential for HVAC failure is likely.

FISCAL IMPACT:

The project is approved in the 2021 and 2022 Light Rail Overhaul Program budget, SGR040.

ATTACHMENTS:

1. Contract 21-03415-1

UTA CONTRACT NO. 21-03415

**GOODS AND SERVICES SUPPLY AGREEMENT**

SD100 HVAC Inverter Replacement

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Kiepe Electric, LLC (the "Contractor").

RECITALS

WHEREAS, on May 29, 2021, UTA received competitive proposals to replace the dedicated HVAC inverter on the SD100 Light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in RFP 21-03415 (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, Kiepe Electric, LLC submitted a proposal on May 29, 2021 in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than July 31, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B (Not to Exceed (NTE) amount). If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's written request, UTA's representative shall be provided access to Contractor's facilities during normal business hours to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.

Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor 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 Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable

supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

- b. UTA shall have the right to dispute (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special

purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants. UTA shall not, however, have the right to use Kiepe's intellectual property to reverse engineer, reproduce or remanufacture the HVAC Inverter provided under the contract.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the

Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form –

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against UTA.

- d. The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that

interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. USE OF SUBCONTRACTORS

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

17. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

19. ENVIRONMENTAL RESPONSIBILITY

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall

complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor, require Contractor 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - 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) Contractor'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 Contractor whole with respect to the impacts of such change.

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

Work, Contractor must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor'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.

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain;
 2. Information disclosed to Contractor by a third party who is not under a confidentiality

obligation;

3. Information developed by or in the custody of Contractor before entering into this Contract;
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Stockley, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3048

CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-1925.

27. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

28. **NOTICES OR DEMANDS**

- a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Contracts Administrator

If to Contractor:

Kiepe Electric LLC
ATTN: Peter Basile

669 West 200 South
Salt Lake City, UT 84101
jhiggins@rideuta.com

359 Curie Drive
Alpharetta, GA 30005
peter.basile@knorr-bremse.com

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

29. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley/Noel D'Sa Project Manager	Five calendar days
UTA's Director of Asset Management David Hancock /Jorge Florez, Manager Finance, Accounting and Controls	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto\Klaus Peter Canavan, Managing Director	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not

occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

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

40. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

41. **SALES TAX EXEMPT**

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____
Mary DeLoretto
Interim Executive Director
Date: _____

By _____
David Hancock
Director of Asser Management
Date: _____

Approved as to Content and Form
DocuSigned by:
Mike Bell 7/22/2021
Mike Bell
Assistant Attorney General

UTA Counsel

Reviewed & Recommended
DocuSigned by:
Kyle Stockley 7/22/2021
Kyle Stockley
Rail Infrastructure Project Manager

UTA Project Code: SGR040

KIEPE ELECTRIC, LLC

DocuSigned by:
By Noel D'Sa
Noel D'Sa
Vice President of Engineering
Date: 7/22/2021

DocuSigned by:
By Peter Basile
Peter Basile
Director of Business Development
Date: 7/22/2021

Exhibit A Scope of Work

1.01 Scope of Work

- A The Contractor shall design, manufacture, provide, and warranty the new HVAC Inverters.
- B The new HVAC Inverters shall be a direct replacement for the existing units without the need for any modifications to the carbody or existing HVAC units.
 - i. If adapter plates or brackets are used in the design of the units, their application shall be approved by UTA.
 - ii. Minor modifications may be permissible to the HVAC unit frame only if approved by UTA.
- C The output voltage (phase to phase) shall be 3 X 208 Vac at 60 Hz.
 - i. The tolerance on steady state frequency shall be $\pm 5\%$ during normal steady state operation.
 - ii. The limit on Total Harmonic Distortion (THD) shall be 7%.
 - iii. The output voltage shall be regulated using a constant volt to hertz regulator. The ratio of voltage to frequency shall be within 2%.
 - iv. Output overvoltage protection shall be provided.
- D The inverter shall maintain a constant voltage to frequency ration and soft starting ramp-up during unit start-up, variations in line voltage, and during short interruptions such as a pantograph bounce or non-bridging section insulator on the overhead line.
- E The inverters shall be sized for continuous operation of 21 kVA with power factor of 0.85.
- F The inverters shall be sized for a short-time rating (5 seconds) of 36 kVA with a power factor of 0.6 for the starting of the largest individual load with all other loads applied.
- G The high voltage inputs shall be galvanically isolated from the ac output.
- H Independent line filters shall be provided for each HVAC Inverter.
 - i. The filters shall suppress high frequency voltage transients caused by IGBT switching operations.
 - ii. Capacitors shall have a rated life of at least fifteen years.
 - iii. A bleeder resistor shall be permanently connected across the terminals of each capacitor in the capacitor bank. The resistance value shall be selected to reduce the voltage at the terminals of the capacitor bank to 50 V or less within 3 min after primary power is removed from the bank.
 - iv. A placard shall be positioned adjacent to the capacitors to warn maintenance personnel to pull down the pantograph, wait 5 min, manually bleed, and then short circuit the capacitor before commencing work
- I The inverters may shut down when the steady state input voltage is less than 420 Vdc or greater than 1000 Vdc. They shall restart automatically when the steady state voltage is between 420 Vdc and 1000 Vdc, provided the external enable signal is present.
- J The dc return circuits shall not be grounded to the inverter frame or vehicle structure at any location. Return connections are provided in the carbody wiring.

- i. The vehicle structure shall not be used as a normal circuit return path for any electrical equipment.
 - ii. The inverter enclosure shall be safety grounded to the vehicle structure.
- K Noise levels produced by the HVAC inverter at any load shall not exceed 80 dBA when measured 5 m (16.4 ft) from the inverter centerline.

1.02.01.1 Fault Handling and Diagnostics

- A The HVAC Inverter shall implement appropriate fault isolation techniques, including self-tests at startup, continual diagnostics, and guided self-tests to provide this functionality.
- B Diagnostic software and associated documentation shall be provided and the software shall be compatible with a Windows 10 operating system.
- C An Ethernet connection port for local portable test unit (PTU) connection shall be provided for access to the HVAC Inverter diagnostics and fault records.
 - i. Diagnostics shall be installed on UTA maintenance laptops and (PTUs) shall guide technicians with step by step procedures to isolate the faulted elements.
 - ii. Downloading of fault recordings of events shall be downloadable for analysis off the vehicle.
- D UTA shall be given a license for unlimited use of all software for the accepted purposes of this Contract, including the HVAC Inverter and PTUs. Licenses shall not be linked to specific hardware serial numbers.
- E Future software updates shall be provided to UTA at no cost to UTA.

1.02.02 Test and Validation Requirements

- A The Contractor shall demonstrate through a qualification test that all technical requirements included in this Specification and in the Contractor's own design are in compliance.
- B Insulation resistance and dielectric tests shall be conducted to verify the state of insulation of all wiring of each voltage class.
 - i. Minimum insulation resistance when all wiring is connected in parallel and all other classes are connected to ground shall be 2 megohms at 500 Vdc.
 - ii. The dielectric test shall be conducted by applying the test voltage below for a period of 1.0 minute. The test is passed if there is no insulation breakdown or arcing with the test voltage at 2 times the circuit voltage plus 1000 Vac rms.
- C The qualification test shall be based on the type test requirements of IEC 61287-1.
- D Additionally, the Contractor shall include in the qualification test the first installation on the vehicle to demonstrate proper functioning of the unit. The on-vehicle qualification test shall include a heat run at rated output for a minimum of one hour to verify cooling with the existing inverter blower.
- E The Contractor shall submit the qualification test procedure prior to performing the test for UTA review and approval.

CDRL 1 Qualification Test Procedure

- F The Contractor shall submit the qualification test report for UTA review and approval within 15 days of the completion of the qualification test.

CDRL 2 Qualification Test Report

- G All components shall be factory tested by the manufacturer prior to shipment.

*CDRL 3 Routine Test Procedure**CDRL 4 Routine Test Report***1.02.03 Documentation Requirements**

- A The Contractor shall provide a Running Maintenance Manual including instruction on to use the diagnostics to troubleshoot on the vehicle.

CDRL 5 Running Maintenance Manual

- B The Contractor shall provide a Heavy Repair Manual including instructions on overhauling the unit.

CDRL 6 Heavy Repair Manual

- C The Contractor shall provide an Illustrated Parts Catalog, providing all information necessary to identify and requisition all replaceable assemblies, subassemblies, components, and parts used in the HVAC Inverter.

CDRL 7 Illustrated Parts Catalog

- D The Contractor shall provide general arrangement, assembly, wiring, and schematic drawings for both design review and maintenance activities.

CDRL 8 Drawings and Schematics

- E The Contractor shall submit all documentation on electronic media in portable document format (PDF).

- i. The PDF document shall be searchable, editable, and created directly from native format, not by scanning hard copy documents;
- ii. The PDF document shall be created with sufficient resolution to allow zooming of graphics without loss of quality or resolution;
- iii. The size of the PDF shall be the same as hard copy version to allow printing from electronic media without resizing PDFs; and
- iv. The PDF document shall be bookmarked with each major section as a top-level bookmark and subsections as bookmarked subheadings.

1.02.04 Training Requirements

- A Maintenance personnel shall be exposed to the depth of detail that is necessary for the performance of preventive, corrective, and overhaul maintenance operations for the new communications system.
- B The training program shall include three classes of up to 15 UTA technicians and/or trainers at the UTA facilities.
- C Training sessions shall have a duration of up to one day for each class. The training shall be designed to be delivered by an instructor in the classroom and, when appropriate, in the shop using the actual equipment.
- D The training program shall include troubleshooting techniques to isolate the cause of any failure and minimize the time a vehicle is out of service.
- E The Contractor shall submit a training program outline and all training materials including “train the trainer” material for UTA review and approval a minimum of 15 working days prior to beginning of the training.

CDRL 9 Training Program

- F All training materials, such as training aids and lesson plans, shall become the property of UTA at the

completion of the training program. UTA shall be authorized to reproduce the documentation and utilize as needed.

- G UTA reserves the right to videotape or record any and all of the training sessions and will have the right to use videotapes for future training sessions.

1.03 Program Management

- A A management plan shall be prepared by the Contractor to demonstrate the capability and managerial approach to ensure that the new units are well designed, well built, and delivered on schedule.

CDRL 10 Program Management Plan

- i. An organization chart shall be included that clearly identifies by name primary personnel assigned to this contract. The chart shall include the senior responsible executive, program manager, design engineers, manufacturing engineers, test engineers, material procurement managers, and quality assurance personnel.
- ii. A monthly progress report shall be submitted no later than 10 working days after the end of the reported month. Reports shall be based upon actual progress of the work, including any problems that have identified and material affecting the project schedule.

CDRL 11 Monthly Progress Report

- iii. A project schedule, attached as Exhibit C, with all critical paths indicated, showing all major work tasks, all submittals, inspections, tests, and approvals required for this contract. This schedule shall be updated at least every month and submitted with the monthly report.

- B Program Review Meetings shall be held as required to review progress, respond to open action items, discuss design problems and issues, to witness tests and discuss their results, and to review fabrication and assembly status.

- i. A kick-off meeting shall be within 15 working days after NTP at a time and location designated by UTA for the purpose of discussing with the Contractor all essential matters pertaining to the successful completion of this Contract.
- ii. A Preliminary Design Review meeting shall be held within 60 working days of NTP at a time and location designated by UTA.
 - a The Contractor shall submit its approach to complying with all the major elements described in this specification.
 - b Concepts can be defined in the form of top level drawings, schematics, control/logic flow diagrams, outline drawings etc.
 - c A preliminary design review package shall be submitted to UTA a minimum of 10 working days prior to the preliminary design review meeting.

CDRL 12 Preliminary Design Review Package

- d UTA may, at its sole discretion, elect to combine the preliminary design review meeting with the kick-off meeting.
- iii. A Final Design Review meeting shall be held prior to commencing production.
 - a The Contractor shall provide a final design review package that has been updated to reflect the final design features and functions a minimum of 10 working days prior to the final design review meeting.

CDRL 13 Final Design Review Package

- b All open issues, action items and clarifications resulting from previous correspondence and design review meetings must be satisfactorily addressed and accepted by UTA prior to the design review meeting.
- c UTA may, at its sole discretion, elect to combine the final design review meeting with the qualification test and/or First Article Inspection (FAI) of the first production unit.

1.04 Materials and Workmanship

- A The Contractor shall perform all work at their facilities in accordance with all Federal, State and Local regulatory requirements.
- B All materials shall meet the requirements of NFPA 130 as applicable or equivalent standard.
- C Standards for Material and Workmanship shall be as described in APTA-RT-LRT-GL-001-11, Guideline for Light Rail Vehicle Request for Proposals, Section 6, TS-19, except as modified by this specification.
 - i. The Contractor shall pay particular attention to the allowable insulation on all wiring as necessary to meet flame, smoke and toxicity requirements. The use of PVC is strictly prohibited.
- D The Contractor shall utilize terminals and connections identical to those currently installed on the vehicle to minimize the number of crimping tool types needed for all crimp connections.
- E Splicing, Taping and use of Butt Connectors shall not be allowed.

1.05 Quality Requirements

- A UTA shall have the right to inspect the Contractor's facility and production. UTA shall also have the right to witness any corrections or repairs performed on the system components.
- B The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval.

CDRL 14 Quality Assurance Plan
- C The Contractor shall notify UTA when work will be performed, and when the first unit assembly is ready and available for First Article of Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections.

CDRL 15 First Article Inspection

- D The Contractor shall successfully complete a quality inspection and functional test each unit before the unit is returned to UTA.

1.06 Quantity

- A Base Contract price includes the following
 - i. Forty-six (46) HVAC Inverters to be installed on vehicles;
 - ii. Six (6) HVAC Inverters ready for installation; and
 - iii. Three (3) sets of all printed circuit cards for an HVAC Inverter.

1.07 Shipment

- A Unless otherwise advised by UTA, the Contractor shall deliver units to UTA's Jordan River warehouse at:

2264 S 900 W, Salt Lake City, 84119

- B Any damage incurred in shipping the units to UTA is the sole responsibility of the Contractor.

- C All shipping costs shall be covered by Contractor.

1.08 Schedule

- A The contractor shall provide a project schedule as detailed in section 1.03.

1.09 Warranty

- A Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- B Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental
- C If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- D The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

1.10 Contract Deliverable Requirements List (CDRL)

CDRL Table		
CDRL#	Title	Reference
01	<i>Qualification Test Procedure</i>	0
02	<i>Qualification Test Report</i>	0
03	<i>Routine Test Procedure</i>	0
04	<i>Routine Test Report</i>	0

05	<i>Running Maintenance Manual</i>	0
06	<i>Heavy Repair Manual</i>	0
07	<i>Illustrated Parts Catalog</i>	0
08	<i>Drawings and Schematics</i>	0
09	<i>Training Program</i>	0
10	<i>Program Management Plan</i>	0
11	<i>Monthly Progress Report</i>	ii
12	<i>Preliminary Design Review Package</i>	ii
13	<i>Final Design Review Package</i>	iii
14	<i>Quality Assurance Plan</i>	0
15	<i>First Article Inspection</i>	0

Exhibit B
Price

SD 100 HVAC Inverter Replacement

Quantity	Unit of Measure	Description	Price	Extended Price
46	Each	HVAC Inverters	\$18,985	\$873,310
6	Each	HVAC Inverter Spares	\$18,985	\$113,910
3	Sets	Printed Circuit Cards for HVAC Inverter	\$4,250	\$12,750

All cost above include shipping and training.

All prices above are Not to Exceed (NTE).

Exhibit C

Schedule

SD 100 HVAC Inverter Replacement

Delivery schedule and contract milestones

- NTP + 56 weeks (NTP anticipated August 2021):
- Preliminary design review: NTP + 6 weeks
- Engineering complete and final design review: NTP + 18 weeks (Jan 2022)
- Type test and FAI complete: NTP + 26 weeks (Nov 2021)
- Delivery: 2 units for FAI NTP + 26 weeks (Nov 2021), 11 units each month NTP + 38 weeks forward (Feb 2022 to May 2022). 6 spare units before NTP + 56 weeks (June 2022 along with the spare PCBs)

This schedule shall be updated at least every month and submitted with the monthly report.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: 2022 Transit Bus Replacement - Ninth Order (Gillig, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute a change order and associated disbursements with Gillig LLC in the amount of \$10,500,056.

BACKGROUND:

UTA released a request for proposal (RFP) on May 20, 2016 for Diesel or CNG transit buses, trolleys and canyon service buses, including option quantities. Gillig LLC was awarded a five-year contract on October 17, 2016. The initial order on the contract was for forty-seven diesel buses, leaving 128 options.

This is the ninth order on the contract and is for 20 diesel buses with 30 options remaining. This contract with Gillig LLC expires on October 13, 2021.

DISCUSSION:

UTA staff is requesting approval of the ninth order on a contract with Gillig LLC in the amount of \$10,500,056. This order will bring the total five-year contract amount to \$82,045,465. The requested low floor diesel buses will replace the following vehicles:

- Seven 2006 Gillig Transit buses reaching an age of 16 years in 2022.
- Thirteen 2010 Gillig Hybrid buses reaching an age of 12 years in 2022.

The requested replacement buses are part of UTA's state of good repair program and are budgeted in the 2021 capital budget. If approved, buses will go into production in the 3rd quarter of 2022.

CONTRACT SUMMARY:

Contractor Name:	Gillig LLC
Contract Number:	16-1680PP-9
Base Contract Effective Dates:	10/2016-10/2021
Extended Contract Dates:	N/A
Existing Contract Value:	\$71,545,409
Amendment Amount:	\$10,500,056
New/Total Amount Contract Value:	\$82,045,465
Procurement Method:	Exercising Contract Options (RFP best value initially)
Funding Sources:	Lease/Financed

ALTERNATIVES:

Do not order buses and delay replacement.

FISCAL IMPACT:

These bus replacements are included in UTA's approved 5-Year Capital Plan.

ATTACHMENTS:

- 9th order NTP for 20 buses

UTAH TRANSIT AUTHORITY



Contract 16-1680PP
30'-40' Diesel or CNG Buses,
Trolleys and 35' Canyon Service Buses

June 14, 2021
Gillig LLC
451 Discovery Drive
Livermore, CA 94551

RE: CONTRACT 16-1680PP 30'-40' Diesel or CNG Buses, Trolleys and 35' Canyon Service Buses

**NINETH ORDER NOTICE TO PROCEED
For Twenty (20) 40' Diesel Transit Buses**

Dear Mr. William Fay, Jr.,

This letter shall serve as the Ninth Order against contract 16-1680PP wherein the Authority made award of the contract from the Gillig LLC Contract Effective October 17, 2016.

These Diesel Buses shall be manufactured as outlined in the Authority's Updated, Red-Lined Technical Requirements, the above reference contract and Gillig LLC's Price Summary dated September 28, 2020.

The cost of the Twenty (20) Vehicles are as follows:

ACTION	QTY	DESCRIPTION	U/PRICE	TOTAL PRICE
Base	20	Purchase Forty (40) Foot Diesel Bus Low Floor Bus	\$456,625.00	\$ 9,132,500.00
	20	PPI Preliminary 13.49% (2020 Sept PPI)	\$518,211.82	\$ 10,364,236.40
	20	Delivery	\$1,734.00	\$ 34,680.00
No Changes from Last Order Keep the same				
Delete	20	Meritor Brake Wear Indicators	\$ (220.00)	\$(4,400.00)
Delete	20	10 Straps Per Bus Leaving 8 Per Bus	\$ (100.00)	\$(2,000.00)
Delete	20	2 Auxiliary Brake Lamps on HVAC Door	\$ (100.00)	\$(2,000.00)
Delete	20	Amerex Fire Suppression	\$ (1,800.00)	\$(36,000.00)
Add	20	Fuel Master AIM 2	\$367.00	\$7,340.00
Add	20	To Breeze Clamps	\$ -	\$ -
Add	20	Hitech Duravent	\$ -	\$ -
Add	20	Sunrise 2 Line Amber Sign	\$1,574.00	\$31,480.00
Add	20	Warranty Extended Steering Box Coverage to 5 Years/300,000 miles	\$500.00	\$10,000.00
Add	20	Niehoff Smart Regulator A2-368	\$125.00	\$2,500.00
Delete	20	E-Stroke	\$ (2,481.00)	\$(49,620.00)
Delete	20	Bike Rack Ad Frame	\$ (200.00)	\$(4,000.00)
Add	20	Curbside Wheelwell Storage Box	\$546.00	\$10,920.00

Add	20	Special Chime For Seat Alarm	\$40.00	\$800.00
Add	20	(2) Extra Strip Lamps to HVAC Door (4 total)	\$200.00	\$4,000.00
Add	20	(2) Additional 4: Brake Lamps to Upper HVAC Door	\$115.00	\$2,300.00
Delete	20	Bike Rack & Pivot Plate	\$(1,000.00)	\$(20,000.00)
Add	20	(2) 7" Brake Lamps to Engine Door Centered	\$115.00	\$2,300.00
Add	20	Kidde Armored Fire Wire	\$275.00	\$5,500.00
Add	20	56" rear door	\$2,601.00	\$52,020.00
Add	20	Insert Heater 3rd Step	\$458.00	\$9,160.00
Delete	20	Curbside Automation Remote Sun Shade	\$(175.00)	\$(3,500.00)
Add	20	GILLIG Plexiglass Driver's Barriers Due to Covid-19	\$1,317.00	\$26,340.00
ADD	20	2021 EPA MANDATED EMISSION CHANGE (BUDGETARY)	\$2,900.00	\$58,000.00
	20	Total Current Price for 40' Diesel Low Floor Bus	\$525,002.82	\$ 10,500,056.40

The award of this ninth order is a total amount of **\$10,500,056.40** Delivery of the twenty (20) forty (40) Foot Low Floor Diesel Bus will be November 30, 2022.

Notwithstanding the forgoing, this order is subject to final approval by the UTA Board of Trustees once the FY 2022 budget has been finalized and a requisition is approved.

If you agree to the above, please sign on the line indicated below and return one copy to Amanda Burton at aburton@rideuta.com A fully executed copy will be provided after all signatures are obtained.

GILLIG LLC DocuSigned by:
Signature  0E1230A77DD0404...

William Fay, Jr.

Printed Name

Vice President Sales 7/16/2021

Title

UTAH TRANSIT AUTHORITY

UTA Executive Director

UTA Chief Operating Officer

David Hancock Director of Asset Management

DocuSigned by:
Mike Bell
UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Change Order: Meadowbrook Expansion - Underground Power and Communications Relocation (Big D Construction)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a change order and associated disbursements with Big D Construction in the amount of \$221,006

BACKGROUND:

In January 2021, UTA released a request for proposals (RFP) for the construction of the expansion of the Meadowbrook bus facility. This expansion includes an additional 7 bus bays and bus lifts. Proposals were received and evaluated, and Big-D Construction was selected as the winner based on overall scoring using the best value methodology. On April 28, 2021 the UTA Board of Trustees approved the contract and authorized the Executive Director to execute a contract with Big-D Construction.

This change order is for the relocation of UTA's main power and network duct bank at Meadowbrook. The utilities are located directly under the new building expansion and in conflict with the new building footings and lifts. This prevents the contractor from installing footings and bus lifts.

DISCUSSION:

UTA Staff is requesting approval of this change order with Big-D Construction in the amount of \$221,006. The scope of this change order includes full relocation of the utilities around the new expansion footprint. This new duct bank will be encased in concrete.

During the project design there was not sufficient information on the exact utility line location or underground depth. UTA decided not to remove pavement and excavate test holes to attempt to locate during design. This would have disrupted bus operations and would not have guaranteed locating the lines. It was assumed that the line was within UTA property and could be relocated during construction if it was in conflict.

A Direction or Authorization to Proceed (DAP) was issued on June 8, 2021 in the amount of \$57,992. This was based on preliminary costs to relocate the power service. This would enable the contractor to procure long lead items and start work. A second DAP was issued for an additional \$140,000 on July 8th as the final solution for relocating the power and communications lines was developed. These DAPs were issued because the utility conflict was preventing work on the building expansion from progressing which was not acceptable in terms of time or cost. The DAPs were reviewed and approved according to the process described in UTA Corporate Policy 3.1.6 (Contracting Authority).

The price for the change order has been determined to be fair and reasonable based on a detailed Independent Cost Estimate.

CONTRACT SUMMARY:

Contractor Name:	Big D Construction
Contract Number:	20-03402VW-1
Base Contract Effective Dates:	April 29, 2021 to March 31, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,345,877
Amendment Amount:	\$221,006
New/Total Amount Contract Value:	\$3,566,883
Procurement Method:	Best Value
Funding Sources:	Local UTA Funding

ALTERNATIVES:

Do not build project.

FISCAL IMPACT:

The budget is included in the current 5-year Capital Plan, 2021-2025.

ATTACHMENTS:

Change order



CHANGE ORDER

No. 1

TITLE: Underground Power and Communications Relocation
PROJECT/CODE: MSP227 - Meadowbrook Expansion
TO: Big-D Construction
ATTN: Jim Allison

DATE: 7/16/2021
This is a change order to 20-03402VW
CONTRACT No:

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

Currently the power and communications are within the foot print of the new addition and conflict with the footings and foundations. This change order will include installing new vaults, conduit and feeders for the power and communications on the site. It also includes concrete replacement, existing ductbank removal and disposal. A DAP for \$57,992 issued on 6/8/2021 and a second DAP for \$140,000 was issued on 7/8/21.

Direction or Authorization to Proceed (DAP) previously executed: YES___NO_X YES_

It is mutually agreed upon, there is a schedule impact due to this Change order: ___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:	\$221,006	Original Contract Sum:	\$3,345,877	Final Completion Date Prior to This Change:	3/31/2022
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$3,345,877	Final Completion Date as of This Change Order:	3/31/2022
Total:	\$221,006	Net Change This Change Order:	\$221,006		
		Current Project Total:	\$3,566,883		

ACCEPTED:

By: _____
Date: _____

Jim Allison
Big-D Construction

By: _____
Date: _____
David Osborn
Project Manager <\$10,000

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

By: _____
Date: _____
David Hancock
Acting Chief Service Dev Officer <\$100,000

By: _____
Date: _____
Vicki Woodward
Procurement

By: _____
Date: Michael Bell
Digitally signed by Michael Bell
Date: 2021.08.05 10:17:52 -06'00'
Michael Bell
Legal Review

By: _____
Date: _____
Mary DeLoretto
Acting Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	20-03402VW BIG
----------	----------------

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$3,345,877	
Total to Date		\$		



PCO #001

BIG-D CONSTRUCTION CORP.
404 W 400 S
SALT LAKE CITY, Utah 84101
Phone: (801) 415-6000
Fax: (801) 415-6900

Project: 121104 - MEADOWBROOK BAY EXPANSION
3600 S 700 W
SOUTH SALT LAKE, Utah 84119

Prime Contract Potential Change Order #001: CE #001 - Underground Power & Communication Reolcation

TO:	UTAH TRANSIT AUTHORITY 669 W 200 S SALT LAKE CITY Utah, 84101	FROM:	BIG-D CONSTRUCTION CORP 404 W 400 S SALT LAKE CITY Utah, 84101
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - MEADOWBROOK BAY EXPANSION Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Julie Mack (BIG-D CONSTRUCTION CORP)
STATUS:	Pending - In Review	CREATED DATE:	7/12/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$221,005.53

POTENTIAL CHANGE ORDER TITLE: CE #001 - Underground Power & Communication Reolcation

CHANGE REASON: Existing Conditions

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - Underground Power & Communication Reolcation

This change will include installing new vaults, conduit and feeders for the power and communications on the site. It also includes concrete replacement, existing ductbank removal & disposal.

Currently the power and communications are within the foot print of the new addition and conflict with footings and foundations.

ATTACHMENTS:

[Bid Form with Breakouts.pdf](#) [_scanner@petersondepot.com_20210617_112156.pdf](#) [_scanner@petersondepot.com_20210617_112008.pdf](#)
[_scanner@petersondepot.com_20210617_110932.pdf](#) [_scanner@petersondepot.com_20210617_110754.pdf](#) [_uta duct banks.docx](#) [_CO1 Trench Repair Updated.pdf](#)

#	Cost Code	Description	Type	Amount
1	26-260000 - ELECTRICAL	Electrical and Low voltage duct bank relocation	Subcontract	\$167,100.69
2	32-321313 - CONCRETE PAVING	Concrete Replacement for Trenches	Subcontract	\$14,074.96
3	31-310000 - EARTHWORK	Demolition of Existing Ductbank	Subcontract	\$18,468.00
Subtotal:				\$199,643.65
Payment & Perf Bonds .7%:				\$1,397.51
Overhead & Profit 10%:				\$19,964.37
Grand Total:				\$221,005.53



Ryan McMullen (AJC ARCHITECTS)
703 E 1700 S
SALT LAKE CITY Utah 84105

UTAH TRANSIT AUTHORITY
669 W 200 S
SALT LAKE CITY Utah 84101

BIG-D CONSTRUCTION CORP
404 W 400 S
SALT LAKE CITY Utah 84101

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



170 South 1200 West
North Salt Lake, UT 84054

(801)280-1232
(801)280-6423 fax

www.acmeconstruction.com

To: Big D Corporation

Date: 7/7/2021

Cc: Eric Sabin
Matt Heslop

Project Name: UTA Meadowbrook Bay
Expansion
Project Number: 21026

Subject: Change order for paving pour back of a roughly 610 square foot utility trench

See the attached for details

Subtotal = \$ 12,239.10

Profit 7.5% = \$ 917.93

Overhead 7.5% = \$ 917.93

Total = \$ 14,074.96

Submitted By: Kelsey Robinson

Memo: This change order reflects the labor and material costs for pouring back a roughly 610 square foot 8 inch deep trench that is associated with electrical work. Cost for materials and labor associated with installing #4 12" long dowels on two foot centers along the entire length of the trench are also included per discussion with Matt Heslop of Big-D. Tooled joints are assumed for finishing. Measurements were estimated from provided drawing from Big-D and an additional 50 square feet on the western trench was added to the quantity per conversation with Big-D.

7/7/2021



1

PROJECT: UTA Meadowbrook

COR: Electrical Trench Paving Repair

ITEM #	DESCRIPTION	Hours	QTY	UNIT	RATE	TOTAL
EQUIPMENT / LABOR:						
1	Small Tools (hammer drill, drill bits, etc.)	30.00	1	HR	\$ 17.45	\$ 523.60
2	Tool Truck	30.00	1	HR	\$ 13.95	\$ 418.50
3	Concrete Finisher	30.00	2	HR	\$ 50.55	\$ 3,033.00
4	Concrete Laborer	30.00	2	HR	\$ 43.40	\$ 2,604.00
5	Foreman	30.00	1	HR	\$ 67.45	\$ 2,023.50
6	Supervisor	8.00	1	HR	\$ 93.85	\$ 750.80
7	Project Management	2.00	1	HR	\$ 103.35	\$ 206.70
MATERIALS:						
	Concrete (610 sqft of 8" paving)		16	CY	\$ 160.00	\$ 2,560.00
	Dowels (#4 12" 2 feet on center)		175	EA	\$ 0.68	\$ 119.00
SUBTOTAL						\$ 12,239.10
PROFIT, OVERHEAD & BOND (15%)						\$ 1,835.86
TOTAL						\$ 14,074.96



BID NAME:UTA MEADOW BROOK

DATE: 6/17/2021

TOTAL base bid	\$167,100.69
LOW VOLTAGE DUCT BANK	\$103,140.86
7200V DUCT BANK	\$63,959.83
INCLUSIONS:	

1. Procurement and installation of conduit, wire, and vaults as per drawings.
2. All concrete for duct bank.
3. Excavation of new duct bank, and vaults with gravel bedding.
4. Saw cut and removal of existing concrete.
5. 3rd party testing, and assisting on terms of 15kv cables.
6. Demo of 15kv cables.
7. Compaction testing.

EXCLUSIONS:

1. Patching/painting of existing surfaces.
2. Permitting.
3. Surveying.
4. Landscaping.
5. Temp power.
6. Cutting, splicing, pulling low voltage cables.

NOTE:

1. Quote is valid for 7 days.
 2. Backfill and compact using native soil.
 3. Quote is based on normal working hours of 7:00 AM to 3:30 PM, Monday through Friday.
 4. Nights and weekend overtime rate \$21.25 additional per hour.
 5. Utah License Number: 6814271-5501
 6. Nevada License Number: 0085487
 7. All work provided by Grandstaff Electric will be installed in accordance with the most current NEC guidelines.
 8. All extra work will be provided at Grandstaff Electric's current T&M rates.
-

GRANDSTAFF ELECTRIC
Travis White
(435) 841-9818

1600 west k ave twwhite@grandstaffelectric.com
Tooele, Utah
84074

Job Name: meadow brook 7200v change
Job Number: 20-109
Job Path: G:\ESTIMATING 2020\2019
Job Category:
Bid Due Date: 5/14/2021 9:04 AM
Estimator:
Telephone:
Cell:
Fax:
Email:

Starting date:
Completion date:
Duration: Months

Job address:

Client address:

**** PROJECT NOTES ****

DATE: 6/17/2021

BID TO FOLLOWING:

JOB NAME: meadow brook 7200v change

JOB #: 20-109

JOB TYPE:

JOB PATH: G:\ESTIMATING 2020\2019

DATABASE NAME: ACCUBID ELEC USA NECA IMP DB

DATABASE #: ELEC USA NECA IMP

BID DUE DATE / TIME: 5/14/2021 @ 9:04 AM

ESTIMATOR:

ENGINEER:

STARTING DATE:

COMPLETION DATE:

PENALTY CLAUSE:

BREAKOUT PRICES REQUIRED:

ALTERNATE PRICES REQUIRED:

BUILDING SIZE:

BUILDING SHAPE:

OFFICE FLOORS HEIGHT:

WAREHOUSE HEIGHT:

CONTROLS BY:

CIVIL WORK BY:

EXCAVATION BY:

BACKFILL & COMPACTION BY:

EMT FITTINGS:

MINIMUM CONDUIT SIZE:

MINIMUM WIRE SIZE:

WIRE TYPE:

CABLE TYPE:

ALUMINUM PERMITTED?:

WIRING DEVICES SPEC:

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Bid item - Normal						
	Lb Factor - STANDARD						
	4 x 36" RAD ELBOW 90 DEG - RMC - GALV		6				
7	PVC CEMENT ALL-WEATHER (1-QUART)	0.00	6.00	0.00	6.00		5/14/2021 9:11 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	PVC CEMENT ALL-WEATHER (1-QUART)		6				
8	4" ADAPTER FEM - PVC	0.00	8.00	0.00	3.20		5/14/2021 9:14 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" ADAPTER FEM - PVC		8				
9	3/4" JET LINE PULL KIT	0.00	1.00	0.00	1.00		5/14/2021 9:18 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	3/4" JET LINE PULL KIT		1				
10	4" BUSHING GRDG INSUL 150 DEG - STEEL	0.00	4.00	0.00	0.61		5/14/2021 9:20 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" BUSHING GRDG INSUL 150 DEG - STEEL		4				
11	corosion tape	0.00	1.00	0.00	3.00		5/14/2021 9:22 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	corosion tape		1				
12	core holes	0.00	1.00	525.00	4.00		5/14/2021 9:22 AM
	Job - 20-109 meadow brook 7200v change						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	core holes		1				
13	direct bury tape	0.00	1.00	0.00	1.00		5/14/2021 9:23 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	direct bury tape		1				
14	4" END BELL - PVC	0.00	2.00	0.00	0.20		5/14/2021 9:23 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" END BELL - PVC		2				
15	TRENCH (24"x 3' DEEP)	400.00	0.00	0.00	16.00		5/14/2021 9:24 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	TRENCH (24"x 3' DEEP)	400					
16	CONCRETE 3000 LB (CU YARD)	0.00	1.00	5,820.00	4.00		5/14/2021 9:24 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	CONCRETE 3000 LB (CU YARD)		1				
17	DEMO UP TO 4" EMT & WIRE	0.00	400.00	0.00	16.00		5/14/2021 9:37 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	DEMO UP TO 4" EMT & WIRE		400				
18	5" DIAM CORE 4" THICK WALL	0.00	8.00	0.00	0.00		6/14/2021 10:08 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	5" DIAM CORE 4" THICK WALL		8				
19	compaction testing	0.00	1.00	1,000.00	2.00		6/17/2021 10:42 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	compaction testing		1				
20	#4/0 RHH / RHW / USE	1,200.00	0.00	0.00	25.92		6/17/2021 10:44 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	#4/0 RHH / RHW / USE	1200					
21	#2/0 BARE COPPER - 19-STRAND	450.00	0.00	0.00	9.45		6/17/2021 10:45 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	#2/0 BARE COPPER - 19-STRAND	450					
22	#4/0 RHH / RHW / USE	150.00	0.00	0.00	3.24		6/17/2021 10:45 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	#4/0 RHH / RHW / USE	150					
23	4" CONDUIT - RMC - GALV	40.00	0.00	0.00	9.80		6/17/2021 11:06 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" CONDUIT - RMC - GALV	40					

	Description	Quantity	Date	Trade Price	Unit	Disc %	Link Price	Cost Adj %	Net Cost	DB Labor	Labor	Unit	Lab Adj %
1	4" CONDUIT - RMC - GALV	40	6/17/2021	0.00	C	0.00	0.00	0.000	0.00	24.50	24.50	C	0.000
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	5/14/2021	0.00	C	0.00	0.00	0.000	0.00	194.00	160.00	C	0.000
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	5/14/2021	0.00	C	0.00	0.00	0.000	0.00	15.20	15.20	C	0.000
4	4" CONDUIT - PVC40	800	5/14/2021	0.00	C	0.00	0.00	0.000	0.00	14.50	6.00	C	0.000
5	4" ADAPTER FEM - PVC	8	5/14/2021	0.00	C	0.00	0.00	0.000	0.00	40.00	40.00	C	0.000
6	4" END BELL - PVC	2	5/14/2021	0.00	C	0.00	0.00	0.000	0.00	10.00	10.00	C	0.000
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	1.00	1.00	E	0.000
8	#4/0 RHH / RHW / USE	1,350	6/17/2021	0.00	M	0.00	0.00	0.000	0.00	21.60	21.60	M	0.000
9	#2/0 BARE COPPER - 19-STRAND	450	6/17/2021	0.00	M	0.00	0.00	0.000	0.00	21.00	21.00	M	0.000
10	3/4" JET LINE PULL KIT	1	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	0.10	1.00	E	0.000
11	# 2 LOADBREAK ELBOW 200A 15KV	6	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	2.25	1.00	E	0.000
12	# 6 TO # 2 HV STRAIGHT SPLICE	2	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	3.00	1.00	E	0.000
13	TRENCH (24"x 3' DEEP)	400	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	0.00	0.04	E	0.000
14	CONCRETE 3000 LB (CU YARD)	1	5/14/2021	5,820.00	E	0.00	0.00	0.000	5,820.00	0.70	4.00	E	0.000
15	DEMO UP TO 4" EMT & WIRE	400	2/26/2016	0.00	C	0.00	0.00	0.000	0.00	5.00	4.00	C	0.000
16	direct bury tape	1	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	0.00	1.00	E	0.000
17	core holes	1	5/14/2021	525.00	E	0.00	0.00	0.000	525.00	0.00	4.00	E	0.000
18	corosion tape	1	5/14/2021	0.00	E	0.00	0.00	0.000	0.00	0.00	3.00	E	0.000
19	compaction testing	1	6/17/2021	1,000.00	E	0.00	0.00	0.000	1,000.00	0.00	2.00	E	0.000
	Totals	3,480											

	Description	Quantity	Total Material	Total Hours	Material Condition	Labor Condition	Manufacturer Name	Catalog Number
1	4" CONDUIT - RMC - GALV	40	0.00	9.80	Normal	Normal	CONDUIT RIGID-EMT	4-IN
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	0.00	9.60	Normal	Normal	CONDUIT FTGS RIGID	4-IN-36RAD-90D
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	0.00	0.61	Normal	Normal	BRIDGEPORT	390-DC
4	4" CONDUIT - PVC40	800	0.00	48.00	Normal	Normal	CONDUIT & FTGS PVC	4-IN-PVC-SCHED-40
5	4" ADAPTER FEM - PVC	8	0.00	3.20	Normal	Normal	CARLON	E942N
6	4" END BELL - PVC	2	0.00	0.20	Normal	Normal	CARLON	E997N
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	0.00	6.00	Normal	Normal	CARLON	VC9982
8	#4/0 RHH / RHW / USE	1,350	0.00	29.16	Normal	Normal	COPPER WIRE	USE-RHH-RHW-4/0-BL
9	#2/0 BARE COPPER - 19-STRAND	450	0.00	9.45	Normal	Normal	COPPER WIRE	BARE-SD-2/0-7STR-CU
10	3/4" JET LINE PULL KIT	1	0.00	1.00	Quoted	Normal		
11	# 2 LOADBREAK ELBOW 200A 15KV	6	0.00	6.00	Quoted	Normal		
12	# 6 TO # 2 HV STRAIGHT SPLICE	2	0.00	2.00	Quoted	Normal		
13	TRENCH (24"x 3' DEEP)	400	0.00	16.00	Quoted	Budget		
14	CONCRETE 3000 LB (CU YARD)	1	5,820.00	4.00	Quoted	Normal		
15	DEMO UP TO 4" EMT & WIRE	400	0.00	16.00	No Cost	Normal		
16	direct bury tape	1	0.00	1.00	Normal	Normal		

	Description	Quantity	Total Material	Total Hours	Material Condition	Labor Condition	Manufacturer Name	Catalog Number
17	core holes	1	525.00	4.00	Normal	Normal		
18	corosion tape	1	0.00	3.00	Normal	Normal		
19	compaction testing	1	1,000.00	2.00	Normal	Normal		
	Totals	3,480	7,345.00	171.02				

	Description	Quantity	Price Code	Reference	Supplier Name	Supplier Code	Sort Code 1	Sort Code 2
1	4" CONDUIT - RMC - GALV	40	98001000110	102144			1000	0
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	98002010308	102909			1000	0
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	78174709390	103434			1000	0
4	4" CONDUIT - PVC40	800	98006006010	106086			1000	0
5	4" ADAPTER FEM - PVC	8	03448106250	106164			1000	0
6	4" END BELL - PVC	2	03448106150	106518			1000	0
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	03448106977	207723			1000	0
8	#4/0 RHH / RHW / USE	1,350	98010027840	109062			2000	0
9	#2/0 BARE COPPER - 19-STRAND	450	98010033573	109278			2000	0
10	3/4" JET LINE PULL KIT	1		123447			4000	0
11	# 2 LOADBREAK ELBOW 200A 15KV	6		123522			4000	0
12	# 6 TO # 2 HV STRAIGHT SPLICE	2		124020			4000	0
13	TRENCH (24"x 3' DEEP)	400		164274			15000	0
14	CONCRETE 3000 LB (CU YARD)	1		164334			15000	0
15	DEMO UP TO 4" EMT & WIRE	400		175077			20000	0
16	direct bury tape	1					0	0
17	core holes	1					0	0
18	corosion tape	1					0	0
19	compaction testing	1					0	0
	Totals	3,480						

	Description	Quantity	Sort Code 3	Sort Code 4	Sort Code 5
1	4" CONDUIT - RMC - GALV	40	100		0 1000 Conduit & Fittings
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	100		0 1000 Conduit & Fittings
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	100		0 1000 Conduit & Fittings
4	4" CONDUIT - PVC40	800	100		0 1000 Conduit & Fittings
5	4" ADAPTER FEM - PVC	8	100		0 1000 Conduit & Fittings
6	4" END BELL - PVC	2	100		0 1000 Conduit & Fittings
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	100		0 1000 Conduit & Fittings
8	#4/0 RHH / RHW / USE	1,350	200		0 2000 Wire & Cable
9	#2/0 BARE COPPER - 19-STRAND	450	320		0 2000 Wire & Cable
10	3/4" JET LINE PULL KIT	1	200		0 4000 Wire & Cable Accessories
11	# 2 LOADBREAK ELBOW 200A 15KV	6	75		0 4000 Wire & Cable Accessories
12	# 6 TO # 2 HV STRAIGHT SPLICE	2	75		0 4000 Wire & Cable Accessories
13	TRENCH (24"x 3' DEEP)	400	125		0 15000 Poles & Trenching
14	CONCRETE 3000 LB (CU YARD)	1	125		0 15000 Poles & Trenching
15	DEMO UP TO 4" EMT & WIRE	400	60		0 20000 Demolition

	Description	Quantity	Sort Code 3	Sort Code 4	Sort Code 5
16	direct bury tape	1	0	0	<NO CODE>
17	core holes	1	0	0	<NO CODE>
18	corosion tape	1	0	0	<NO CODE>
19	compaction testing	1	0	0	<NO CODE>
	Totals	3,480			

	Description	Quantity	Sort Code 6	Sort Code 7
1	4" CONDUIT - RMC - GALV	40	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
4	4" CONDUIT - PVC40	800	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
5	4" ADAPTER FEM - PVC	8	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
6	4" END BELL - PVC	2	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
8	#4/0 RHH / RHW / USE	1,350	<NO CODE>	200 Wire Pulling
9	#2/0 BARE COPPER - 19-STRAND	450	<NO CODE>	320 Grounding
10	3/4" JET LINE PULL KIT	1	<NO CODE>	200 Wire Pulling
11	# 2 LOADBREAK ELBOW 200A 15KV	6	<NO CODE>	075 Overhead & HV Cable
12	# 6 TO # 2 HV STRAIGHT SPLICE	2	<NO CODE>	075 Overhead & HV Cable
13	TRENCH (24"x 3' DEEP)	400	<NO CODE>	125 Poles - Excavation - Civil Work
14	CONCRETE 3000 LB (CU YARD)	1	<NO CODE>	125 Poles - Excavation - Civil Work
15	DEMO UP TO 4" EMT & WIRE	400	<NO CODE>	060 Demolition
16	direct bury tape	1	<NO CODE>	<NO CODE>
17	core holes	1	<NO CODE>	<NO CODE>
18	corosion tape	1	<NO CODE>	<NO CODE>
19	compaction testing	1	<NO CODE>	<NO CODE>
	Totals	3,480		

	Description	Quantity	Sort Code 8	Quick Takeoff Code	Weight	Unit	Total Weight
1	4" CONDUIT - RMC - GALV	40	<NO CODE>		0.00	E	0.00
2	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	6	<NO CODE>		0.00	E	0.00
3	4" BUSHING GRDG INSUL 150 DEG - STEEL	4	<NO CODE>		0.00	E	0.00
4	4" CONDUIT - PVC40	800	<NO CODE>	4009	0.00	E	0.00
5	4" ADAPTER FEM - PVC	8	<NO CODE>	4309	0.00	E	0.00
6	4" END BELL - PVC	2	<NO CODE>		0.00	E	0.00
7	PVC CEMENT ALL-WEATHER (1-QUART)	6	<NO CODE>		0.00	E	0.00
8	#4/0 RHH / RHW / USE	1,350	<NO CODE>		0.00	E	0.00
9	#2/0 BARE COPPER - 19-STRAND	450	<NO CODE>		0.00	E	0.00
10	3/4" JET LINE PULL KIT	1	<NO CODE>		0.00	E	0.00
11	# 2 LOADBREAK ELBOW 200A 15KV	6	<NO CODE>		0.00	E	0.00
12	# 6 TO # 2 HV STRAIGHT SPLICE	2	<NO CODE>		0.00	E	0.00
13	TRENCH (24"x 3' DEEP)	400	<NO CODE>		0.00	E	0.00
14	CONCRETE 3000 LB (CU YARD)	1	<NO CODE>		0.00	E	0.00

	Description	Quantity	Sort Code 8	Quick Takeoff Code	Weight	Unit	Total Weight
15	DEMO UP TO 4" EMT & WIRE	400	<NO CODE>		0.00	E	0.00
16	direct bury tape	1	<NO CODE>		0.00	E	0.00
17	core holes	1	<NO CODE>		0.00	E	0.00
18	corosion tape	1	<NO CODE>		0.00	E	0.00
19	compaction testing	1	<NO CODE>		0.00	E	0.00
	Totals	3,480					0.00

	Labor Type	Crew	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	APPRENTICE ELECTRICIAN	2.00	85.51	29.00	2,479.79	30.000		743.94		3,223.73	37.70		
2	JOURNEYMAN ELECTRICIAN	2.00	85.51	40.00	3,420.40	30.000		1,026.12		4,446.52	52.00		
	Totals	4.00	171.02	34.50	5,900.19	30.000		1,770.06		7,670.25	44.85		

	Incidental Labor	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	JOB SETUP	15.00	34.50	517.50	30.000		155.25		672.75	44.85		
	Totals	15.00	34.50	517.50	30.000		155.25		672.75	44.85		

	Indirect Labor	Lab %	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	PROJECT MANAGER		4.00	40.00	160.00	30.000		48.00		208.00	52.00		
	Totals		4.00	40.00	160.00	30.000		48.00		208.00	52.00		

	Subcontractors	Alarm	Cost	Adjustment %	Adjustment \$	Adj Cost	Tax(%)	Overhead %	Markup %	Total	Vendor	Notes	Code	Type
1	EXCAVATION	Off	12,800.00			12,800.00				12,800.00				
5	DATA & COMMUNICATIONS	Alarm												
9	FIRE ALARM	Alarm												
13	HV TERMINATION	Off	3,078.00			3,078.00				3,078.00				
15	LIGHTNING PROTECTION	Alarm												
16	TESTING	Off	700.00			700.00				700.00				
	Totals		16,578.00			16,578.00				16,578.00				

	General Expenses	Alarm	Quantity	Field	Duration	Cost/Unit	Total Cost	Tax(%)	Overhead %	Markup %	Total	Notes	Code	Type
8	SITE STORAGE (PER MONTH)	Alarm		<None>		150.00								
10	CONSUMABLES	Off	7,345.00	kt Total Mat(	1.00	0.01	73.45				73.45			
11	SMALL TOOLS	Off	171.02	Ext Total Hr	1.00	0.50	85.51				85.51			
13	TRANSPORTATION	Off	1.00	<None>		85.00	85.00				85.00			
14	TEMP LIGHTING	Alarm		<None>										
15	TEMP POWER	Alarm		<None>										
	Totals						243.96				243.96			

	Equipment	Alarm	Quantity	Field	Duration	Cost/Unit	Total Cost	Tax(%)	Overhead %	Markup %	Total	Notes	Code	Type
17	SCISSOR LIFT 25'	Alarm		<None>		550.00								
25	JLG 40'	Alarm		<None>		2,400.00								
31	MINI X	Alarm		<None>		2,400.00								
32	line truck	Off	1.00	<None>		800.00	800.00				800.00			
	Totals						800.00				800.00			

	Quoted Materials	Alarm	Cost	Adjustment %	Adjustment \$	Adj Cost	Vendor	Notes	Code	Type
1	LIGHTING FIXTURES	Alarm								
2	DISTRIBUTION	Alarm								
12	material	Off	21,858.51			21,858.51				
	Totals		21,858.51			21,858.51				

	Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	Alarm	Code	% Final Price
	Database Material (Extension)		1,525.00		1,525.00				2.384
	Quoted Material (Extension)		5,820.00		5,820.00				9.099
	Quoted Material		21,858.51		21,858.51		On		34.175
	Material Total		29,203.51		29,203.51				45.659
	Direct Labor		7,670.25		7,670.25				11.992
	Incidental Labor		672.75		672.75				1.052
	Indirect Labor		208.00		208.00				0.325
	Labor Total		8,551.00		8,551.00				13.369
	Subcontractors		16,578.00		16,578.00		On		25.919
	General Expenses		243.96		243.96		On		0.381
	Equipment		800.00		800.00		On		1.251
	Total Cost		55,376.47		55,376.47				86.580
	Adjustment Overhead	10.000	5,537.65		5,537.65	10.000			8.658
	Total Overhead	10.000	5,537.65		5,537.65	10.000			8.658
	Adjustment Markup	5.000	3,045.71		3,045.71	5.000			4.762
	Total Markup	5.000	3,045.71		3,045.71	5.000			4.762
	Selling Price		63,959.83		63,959.83				100.000
	Final Price		63,959.83		63,959.83		On		

Key Indicators	Value
Database Material	1,525.00
Quoted Material	27,678.51
Material Total	29,203.51
Direct Labor	6,417.69
Direct Labor Burden & Fringes	1,925.31
Indirect Labor	160.00
Indirect Labor Burden & Fringes	48.00
Labor Total	8,551.00
Subcontractors	16,578.00
General Expenses	243.96
Equipment	800.00
Prime Cost	55,376.47
Total Overhead	5,537.65
Net Cost	60,914.12
Total Profit	3,045.71
Selling Price	63,959.83
Final Price	63,959.83
Labor Risk Ratio %	35.6182
Total Labor Hours	190.02
Average Labor Cost Per Hour	45.00
General Expenses Per Hour	1.2839
# hours in a work week	40.00

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
1	#1/0-1C 25KV 2 60 NL-EPR, COPPER, TYPE MV-105, 100%	1,800.00	0.00	0.00	50.40		5/14/2021 9:05 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	#1/0-1C 25KV 2 60 NL-EPR, COPPER, TYPE MV-105, 100%	1800					
2	# 2 LOADBREAK ELBOW 200A 15KV	0.00	6.00	0.00	6.00		5/14/2021 9:07 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	# 2 LOADBREAK ELBOW 200A 15KV		6				
3	2-WAY LOADBREAK JUNCTION 200A 15KV	0.00	3.00	0.00	1.50		5/14/2021 9:08 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	2-WAY LOADBREAK JUNCTION 200A 15KV		3				
4	# 6 TO # 2 HV STRAIGHT SPLICE	0.00	2.00	0.00	2.00		5/14/2021 9:08 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	# 6 TO # 2 HV STRAIGHT SPLICE		2				
5	4" CONDUIT - PVC40	800.00	0.00	0.00	48.00		5/14/2021 9:09 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" CONDUIT - PVC40	800					
6	4 x 36" RAD ELBOW 90 DEG - RMC - GALV	0.00	6.00	0.00	9.60		5/14/2021 9:10 AM
	Job - 20-109 meadow brook 7200v change						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						

Labor Risk Ratio	35.6182
Area	0.00
Sum of Direct, Incidental, Factoring, and Indirect Labor hours	190.02



**** Quotation ****

Send P/O To:

Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S7418639
Page #: 1

Bid To:

GRANDSTAFF ELECTRIC INC
1600 West K Avenue
TOOELE, UT 84074

Ship To:

GRANDSTAFF ELECTRIC INC
1600 West K Avenue
TOOELE, UT 84074

Phone # : 435-843-8317

JOB: MEADOW BROOK

Bid-Date-Expr-Date-Writer	Salesman	Ship Via
06/17/21 07/17/21 Jeffrey Dobesh	Tanner Taft	106 SLC TOOELE

Qty	Description	Net Prc	Ext Prc
	***** Shipping Instructions *****		
	* Travis White 435-841-9818 *		

450	OKONITE 115-23-3121 4/0 1/C COPPER 220MIL COPPER TAPE 15KV EPR-005 Pn: 3373617	8762.480M	3943.12
450	OKONITE 115-23-3121 4/0 1/C COPPER 220MIL COPPER TAPE 15KV EPR-005 Pn: 3373617	8762.480M	3943.12
450	OKONITE 115-23-3121 4/0 1/C COPPER 220MIL COPPER TAPE 15KV EPR-005 Pn: 3373617	8762.480M	3943.12
450	2 7STR SD BARE CU CUT REEL Pn: 3146	2455.990M	1105.20
6	ELASTIMOLD 162LRJS-C-5270 4/0 200A 15KV LOADBREAK ELBOW KIT WITH JACKET SEAL AND TEST POINT Pn: 3590581	100.290EA	601.74
4	ELASTIMOLD 200ECG3 SHIELD ADAPTER (BRAID) KIT 5IN ** 2 PER SPLICE Pn: 2437258	38.640EA	154.56
2	3M 5412-CI-4/0 SPLICE KIT 15KV N/S Item: Mfg Return Policy Applies Pn: 338445	112.990ea	225.98
800	CONDUIT 4-IN PVC SCHEDULE-40	761.610C	6092.88

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www.codale.com/terms. Price listed on this quotation are subject to change
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Payment terms are subject to approved credit. Prices are exclusive of
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JOB: MEADOW BROOK

Bid-Date-Expr-Date-Writer	Salesman	Ship Via
06/17/21 07/17/21 Jeffrey Dobesh	Tanner Taft	106 SLC TOOELE

Qty	Description	Net Prc	Ext Prc
	Pn: 3730		
6	CONDUIT 4-IN 90D 36-IN RADIUS GRC ELBOW	187.640ea	1125.84
	Pn: 4665		
6	PLASTIWELD 303 QUART PVC CLEAR CEMENT 30336S 303QTS 55985	7.420ea	44.52
	Pn: 3216042		
1	MILWUAKEE 31-109 DETECTABLE RED 6IN X 1000FT CAUTION ELECTRIC LINE BELOW WARNING TAPE	58.900ea	58.90
	Pn: 4333654		
2	ARLINGTON 459 4IN GROUNDING BUSHING LAY-IN LUG DIECAST	1162.830c	23.26
	Pn: 514885		
8	CARLON E942N 4-IN PVC FEMALE ADAPTER	208.800C	16.70
	Pn: 3680		
8	DOTTIE 210 10MIL PIPE WRAP TAPE 2-IN-X-100FT CORROSION PROTECTION	7.990ea	63.92
	Pn: 2360386		
2	CARLON E997N 4-IN PVC END BELL	434.030C	8.68
	Pn: 3612		
160	CARLON SP4W30-2 4IN 2-WAY SPACER 3-IN SEPARATION SNAP-LOC	293.240c	469.18
	Pn: 2522858		
2	3M 3939 2-IN-X-60YD TARTAN DUCT	12.460ea	24.92

*** Continued on Next Page ***

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TOOELE, UT 84074

Phone # : 435-843-8317

JOB: MEADOW BROOK

Bid-Date-Expr-Date-Writer	Salesman	Ship Via
06/17/21 07/17/21 Jeffrey Dobesh	Tanner Taft	106 SLC TOOELE

Qty	Description	Net Prc	Ext Prc
	TAPE		
	Pn: 50206		
1	DOTTIE TY164 400FT 16-1/2G TIE WIRE	12.870ea	12.87
	Pn: 2359454		
Bid Total			21858.51
Bid Amount			21858.51

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applicable taxes unless noted.

INTERMOUNTAIN *Testing Services Inc.*

June 16, 2021

Grand Staff Electric

Attn: Travis White

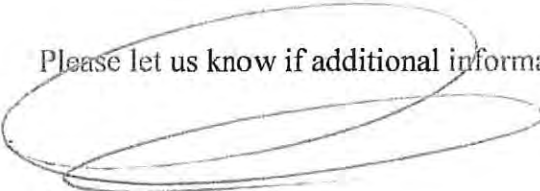
Email: twhite@grandstaffelectric.com

**RE: UTA Meadowbrook Electrical Duct Bank Project – Salt Lake City, Utah
Construction Materials Quality Control Testing & Inspection Services**

Intermountain Testing is a 100% locally owned and operated small business entity. We would like to submit our proposal to perform project construction materials quality control testing and inspection services on **UTA Meadowbrook Electrical Duct Bank Project – Salt Lake City, Utah** for an estimated cost of **\$1,000.00; estimate is based on 4 visits**. Estimate includes soils testing services. Proposal is based on projects of similar scope, size, and overall cost of services; may vary depending on contractors work schedule.

A unit cost sheet is attached and costs will be per units, as scheduled by your project superintendent.

Please let us know if additional information is needed.



Orlando Martinez
Estimator



Western Utility Co.

Estimate

Estimate No:	2228	645 West 2400 north
Date:	05/17/2021	Genola, Utah 84655
For:	Grand staff Electric	Jake Ellsworth
		(801)473-1786
		Jake.ellsworth@westernutilityco.com

Description	Quantity	Rate	Amount
UTA facility 3600 s 7800 w slc, utah	1	\$0.00	\$0.00
400' power trench 40" deep by 18" wide Spoils from trench left on site Backfill included with native material after duct bank is poured	400	\$24.50	\$9,800.00
Saw cut 100' of 10" thick concrete and remove with haul off	100	\$30.00	\$3,000.00
Subtotal			\$12,800.00
Total			\$12,800.00
Total			\$12,800.00

Notes

Thank you for the opportunity to work with you on your project.

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
1	3" CONDUIT - PVC40	1,800.00	0.00	11,741.40	108.00		6/8/2021 11:25 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	3" CONDUIT - PVC40	1800					
2	3" ADAPTER FEM - PVC	0.00	16.00	68.08	4.48		6/8/2021 11:25 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	3" ADAPTER FEM - PVC		16				
3	3" END BELL - PVC	0.00	16.00	146.13	1.28		6/8/2021 11:25 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	3" END BELL - PVC		16				
4	PVC CEMENT LOW VOC (1-QUART)	0.00	10.00	129.97	10.00		6/8/2021 11:25 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	PVC CEMENT LOW VOC (1-QUART)		10				
5	pvc chairs	0.00	350.00	716.42	7.00		6/8/2021 11:28 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	pvc chairs		350				
6	3 x 30" RAD ELBOW 90 DEG - RMC - GALV	0.00	16.00	6,245.76	16.00		6/8/2021 11:29 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						

Labor Risk Ratio	24.2599
Area	0.00
Sum of Direct, Incidental, Factoring, and Indirect Labor hours	437.34

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Bid item - Normal						
	Lb Factor - STANDARD						
3	x 30" RAD ELBOW 90 DEG - RMC - GALV		16				
7	corrosion tape	0.00	16.00	185.60	4.00		6/8/2021 11:35 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	corrosion tape		16				
8	duct tape	0.00	2.00	26.62	0.30		6/8/2021 11:35 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	duct tape		2				
9	tie wire	0.00	2.00	29.40	1.00		6/8/2021 11:35 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	tie wire		2				
10	direct bury tape	0.00	2.00	674.60	3.00		6/8/2021 11:36 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	direct bury tape		2				
11	mule tape	0.00	1.00	386.59	1.00		6/8/2021 11:37 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	mule tape		1				
12	bucket of string	0.00	1.00	51.35	2.00		6/8/2021 11:37 AM
	Job - 20-113 uta low voltage						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	bucket of string		1				
13	concrete	0.00	1.00	5,820.00	6.00		6/8/2021 11:38 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	concrete		1				
14	demo	0.00	1.00	0.00	20.00		6/8/2021 11:39 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	demo		1				
15	TRENCH (24"x 4' DEEP)	1.00	0.00	0.00	10.00		6/8/2021 11:39 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	TRENCH (24"x 4' DEEP)		1				
16	4'x 4'x 6' TELEPHONE MAN-HOLE	0.00	2.00	5,000.00	10.00		6/8/2021 11:40 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4'x 4'x 6' TELEPHONE MAN-HOLE		2				
17	4'x 4'x 6' TELEPHONE MAN-HOLE	0.00	1.00	2,500.00	5.00		6/11/2021 8:28 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	4"x 4"x 6' TELEPHONE MAN-HOLE		1				
18	4" CONDUIT - PVC40	1,800.00	0.00	13,371.30	108.00		6/14/2021 9:56 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" CONDUIT - PVC40	1800					
19	4" ADAPTER FEM - PVC	0.00	16.00	92.01	6.40		6/14/2021 9:57 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" ADAPTER FEM - PVC		16				
20	4" END BELL - PVC	0.00	16.00	171.67	1.60		6/14/2021 9:58 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" END BELL - PVC		16				
21	4" ELBOW 90 DEG - RMC - GALV	0.00	16.00	3,465.60	31.04		6/14/2021 9:58 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	4" ELBOW 90 DEG - RMC - GALV		16				
22	1 1/2" UTIL DUCT DB60 TC6	2,700.00	0.00	3,915.00	81.00		6/14/2021 10:04 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	1 1/2" UTIL DUCT DB60 TC6	2700					
23	1" UTIL DUCT DB120 TC8	3,600.00	0.00	4,140.00	108.00		6/14/2021 10:05 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						

#	Description	Length	Count	Mat \$	Lab Hr.	Source	Date
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	1" UTIL DUCT DB120 TC8	3600					
24	5" DIAM CORE 4" THICK WALL	0.00	8.00	1,050.00	4.00		6/14/2021 10:09 AM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	5" DIAM CORE 4" THICK WALL		8				
25	compaction testing	0.00	1.00	945.00	0.00		6/15/2021 12:48 PM
	Job - 20-113 uta low voltage						
	Drawing - No Drawing						
	Area - AREA A						
	Phase - SITE						
	System - POWER DISTRIBUTION						
	Bid item - Normal						
	Lb Factor - STANDARD						
	compaction testing		1				

	Description	Quantity	Date	Trade Price	Unit	Disc %	Link Price	Cost Adj %	Net Cost	DB Labor	Labor	Unit	Lab Adj %
1	4" ELBOW 90 DEG - RMC - GALV	16	6/15/2021	216.60	E	0.00	0.00	0.000	216.60	194.00	194.00	C	0.000
2	4" CONDUIT - PVC40	1,800	6/15/2021	742.85	C	0.00	0.00	0.000	742.85	14.50	6.00	C	0.000
3	4" ADAPTER FEM - PVC	16	6/14/2021	575.06	C	0.00	0.00	0.000	575.06	40.00	40.00	C	0.000
4	4" END BELL - PVC	16	6/14/2021	1,072.96	C	0.00	0.00	0.000	1,072.96	10.00	10.00	C	0.000
5	PVC CEMENT LOW VOC (1-QUART)	10	6/8/2021	1,299.74	C	0.00	0.00	0.000	1,299.74	1.00	1.00	E	0.000
6	1 1/2" UTIL DUCT DB60 TC6	2,700	6/14/2021	1.45	E	0.00	0.00	0.000	1.45	3.00	3.00	C	0.000
7	1" UTIL DUCT DB120 TC8	3,600	6/14/2021	1.15	E	0.00	0.00	0.000	1.15	3.00	3.00	C	0.000
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3	6/17/2021	2,500.00	E	0.00	0.00	0.000	2,500.00	5.00	5.00	E	0.000
9	TRENCH (24"x 4' DEEP)	1	2/26/2016	0.00	E	0.00	0.00	0.000	0.00	0.00	10.00	E	0.000
10	5" DIAM CORE 4" THICK WALL	8	6/14/2021	131.25	E	0.00	0.00	0.000	131.25	0.00	0.50	E	0.000
11	pvc chairs	350	6/8/2021	204.69	C	0.00	0.00	0.000	204.69	0.00	0.02	E	0.000
12	corrosion tape	16	6/8/2021	11.60	E	0.00	0.00	0.000	11.60	0.00	0.25	E	0.000
13	duct tape	2	6/8/2021	13.31	E	0.00	0.00	0.000	13.31	0.00	0.15	E	0.000
14	tie wire	2	6/8/2021	14.70	E	0.00	0.00	0.000	14.70	0.00	0.50	E	0.000
15	direct bury tape	2	6/8/2021	337.30	E	0.00	0.00	0.000	337.30	0.00	1.50	E	0.000
16	mule tape	1	6/8/2021	386.59	E	0.00	0.00	0.000	386.59	0.00	1.00	E	0.000
17	bucket of string	1	6/8/2021	51.35	E	0.00	0.00	0.000	51.35	0.00	2.00	E	0.000
18	concrete	1	6/8/2021	5,820.00	E	0.00	0.00	0.000	5,820.00	0.00	6.00	E	0.000
19	demo	1	6/8/2021	0.00	E	0.00	0.00	0.000	0.00	0.00	20.00	E	0.000
20	compaction testing	1	6/17/2021	0.00	E	0.00	0.00	0.000	0.00	0.00	0.00	E	0.000
	Totals	8,547											

	Description	Quantity	Total Material	Total Hours	Material Condition	Labor Condition	Manufacturer Name	Catalog Number
1	4" ELBOW 90 DEG - RMC - GALV	16	3,465.60	31.04	Normal	Normal	CONDUIT FTGS RIGID	4-IN-90DEG-GALV
2	4" CONDUIT - PVC40	1,800	13,371.30	108.00	Normal	Normal	CONDUIT & FTGS PVC	4-IN-PVC-SCHED-40
3	4" ADAPTER FEM - PVC	16	92.01	6.40	Normal	Normal	CARLON	E942N
4	4" END BELL - PVC	16	171.67	1.60	Normal	Normal	CARLON	E997N
5	PVC CEMENT LOW VOC (1-QUART)	10	129.97	10.00	Normal	Normal	CARLON	VC9LV2
6	1 1/2" UTIL DUCT DB60 TC6	2,700	3,915.00	81.00	Normal	Normal	CONDUIT & FTGS PVC	1-1/2-DB60
7	1" UTIL DUCT DB120 TC8	3,600	4,140.00	108.00	Quoted	Normal	CARLON	48808-020
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3	7,500.00	15.00	Quoted	Normal		
9	TRENCH (24"x 4' DEEP)	1	0.00	10.00	Quoted	Budget		
10	5" DIAM CORE 4" THICK WALL	8	1,050.00	4.00	Quoted	Budget		
11	pvc chairs	350	716.41	7.00	Normal	Normal		
12	corrosion tape	16	185.60	4.00	Normal	Normal		
13	duct tape	2	26.62	0.30	Normal	Normal		
14	tie wire	2	29.40	1.00	Normal	Normal		
15	direct bury tape	2	674.60	3.00	Normal	Normal		
16	mule tape	1	386.59	1.00	Normal	Normal		
17	bucket of string	1	51.35	2.00	Normal	Normal		
18	concrete	1	5,820.00	6.00	Normal	Normal		
19	demo	1	0.00	20.00	Normal	Normal		
20	compaction testing	1	0.00	0.00	Normal	Normal		
	Totals	8,547	41,726.13	419.34				

	Description	Quantity	Price Code	Reference	Supplier Name	Supplier Code	Sort Code 1	Sort Code 2
1	4" ELBOW 90 DEG - RMC - GALV	16	98002000170	102840			1000	0
2	4" CONDUIT - PVC40	1,800	98006006010	106086			1000	0
3	4" ADAPTER FEM - PVC	16	03448106250	106164			1000	0
4	4" END BELL - PVC	16	03448106150	106518			1000	0
5	PVC CEMENT LOW VOC (1-QUART)	10	03448108757	207735			1000	0
6	1 1/2" UTIL DUCT DB60 TC6	2,700	98006004825	106842			1000	0
7	1" UTIL DUCT DB120 TC8	3,600	03448123435	106860			1000	0
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3		164229			15000	0
9	TRENCH (24"x 4' DEEP)	1		164277			15000	0
10	5" DIAM CORE 4" THICK WALL	8		164433			15000	0
11	pvc chairs	350					0	0
12	corrosion tape	16					0	0
13	duct tape	2					0	0
14	tie wire	2					0	0
15	direct bury tape	2					0	0
16	mule tape	1					0	0
17	bucket of string	1					0	0
18	concrete	1					0	0
19	demo	1					0	0
159	compaction testing	1					0	0

	Description	Quantity	Price Code	Reference	Supplier Name	Supplier Code	Sort Code 1	Sort Code 2
	Totals	8,547						

	Description	Quantity	Sort Code 3	Sort Code 4	Sort Code 5
1	4" ELBOW 90 DEG - RMC - GALV	16	100	0	1000 Conduit & Fittings
2	4" CONDUIT - PVC40	1,800	100	0	1000 Conduit & Fittings
3	4" ADAPTER FEM - PVC	16	100	0	1000 Conduit & Fittings
4	4" END BELL - PVC	16	100	0	1000 Conduit & Fittings
5	PVC CEMENT LOW VOC (1-QUART)	10	100	0	1000 Conduit & Fittings
6	1 1/2" UTIL DUCT DB60 TC6	2,700	100	0	1000 Conduit & Fittings
7	1" UTIL DUCT DB120 TC8	3,600	100	0	1000 Conduit & Fittings
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3	125	0	15000 Poles & Trenching
9	TRENCH (24"x 4' DEEP)	1	125	0	15000 Poles & Trenching
10	5" DIAM CORE 4" THICK WALL	8	125	0	15000 Poles & Trenching
11	pvc chairs	350	0	0	<NO CODE>
12	corrosion tape	16	0	0	<NO CODE>
13	duct tape	2	0	0	<NO CODE>
14	tie wire	2	0	0	<NO CODE>
15	direct bury tape	2	0	0	<NO CODE>
16	mule tape	1	0	0	<NO CODE>
17	bucket of string	1	0	0	<NO CODE>
18	concrete	1	0	0	<NO CODE>
19	demo	1	0	0	<NO CODE>
20	compaction testing	1	0	0	<NO CODE>
	Totals	8,547			

	Description	Quantity	Sort Code 6	Sort Code 7
1	4" ELBOW 90 DEG - RMC - GALV	16	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
2	4" CONDUIT - PVC40	1,800	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
3	4" ADAPTER FEM - PVC	16	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
4	4" END BELL - PVC	16	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
5	PVC CEMENT LOW VOC (1-QUART)	10	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
6	1 1/2" UTIL DUCT DB60 TC6	2,700	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
7	1" UTIL DUCT DB120 TC8	3,600	<NO CODE>	100 Conduit - Fittings - Boxes - Coring
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3	<NO CODE>	125 Poles - Excavation - Civil Work
9	TRENCH (24"x 4' DEEP)	1	<NO CODE>	125 Poles - Excavation - Civil Work
10	5" DIAM CORE 4" THICK WALL	8	<NO CODE>	125 Poles - Excavation - Civil Work
11	pvc chairs	350	<NO CODE>	<NO CODE>
12	corrosion tape	16	<NO CODE>	<NO CODE>
13	duct tape	2	<NO CODE>	<NO CODE>
14	tie wire	2	<NO CODE>	<NO CODE>
15	direct bury tape	2	<NO CODE>	<NO CODE>
16	mule tape	1	<NO CODE>	<NO CODE>
160	bucket of string	1	<NO CODE>	<NO CODE>

	Description	Quantity	Sort Code 6	Sort Code 7
18	concrete	1	<NO CODE>	<NO CODE>
19	demo	1	<NO CODE>	<NO CODE>
20	compaction testing	1	<NO CODE>	<NO CODE>
	Totals	8,547		

	Description	Quantity	Sort Code 8	Quick Takeoff Code	Weight	Unit	Total Weight
1	4" ELBOW 90 DEG - RMC - GALV	16	<NO CODE>		0.00	E	0.00
2	4" CONDUIT - PVC40	1,800	<NO CODE>	4009	0.00	E	0.00
3	4" ADAPTER FEM - PVC	16	<NO CODE>	4309	0.00	E	0.00
4	4" END BELL - PVC	16	<NO CODE>		0.00	E	0.00
5	PVC CEMENT LOW VOC (1-QUART)	10	<NO CODE>		0.00	E	0.00
6	1 1/2" UTIL DUCT DB60 TC6	2,700	<NO CODE>		0.00	E	0.00
7	1" UTIL DUCT DB120 TC8	3,600	<NO CODE>		0.00	E	0.00
8	4'x 4'x 6' TELEPHONE MAN-HOLE	3	<NO CODE>		0.00	E	0.00
9	TRENCH (24"x 4' DEEP)	1	<NO CODE>		0.00	E	0.00
10	5" DIAM CORE 4" THICK WALL	8	<NO CODE>		0.00	E	0.00
11	pvc chairs	350	<NO CODE>		0.00	E	0.00
12	corrosion tape	16	<NO CODE>		0.00	E	0.00
13	duct tape	2	<NO CODE>		0.00	E	0.00
14	tie wire	2	<NO CODE>		0.00	E	0.00
15	direct bury tape	2	<NO CODE>		0.00	E	0.00
16	mule tape	1	<NO CODE>		0.00	E	0.00
17	bucket of string	1	<NO CODE>		0.00	E	0.00
18	concrete	1	<NO CODE>		0.00	E	0.00
19	demo	1	<NO CODE>		0.00	E	0.00
20	compaction testing	1	<NO CODE>		0.00	E	0.00
	Totals	8,547					0.00

	Labor Type	Crew	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	APPRENTICE ELECTRICIAN	2.00	209.67	29.00	6,080.43	30.000		1,824.13		7,904.56	37.70		
2	JOURNEYMAN ELECTRICIAN	2.00	209.67	40.00	8,386.80	30.000		2,516.04		10,902.84	52.00		
	Totals	4.00	419.34	34.50	14,467.23	30.000		4,340.17		18,807.40	44.85		

	Incidental Labor	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	JOB SETUP	10.00	34.50	345.00	30.000		103.50		448.50	44.85		
	Totals	10.00	34.50	345.00	30.000		103.50		448.50	44.85		

	Indirect Labor	Lab %	Hours	Rate \$	SubTotal	Brdn %	Frng \$	Brdn Tot.	Frng Tot.	Total	Full Rate	Code	Type
1	PROJECT MANAGER		8.00	40.00	320.00	30.000		96.00		416.00	52.00		
	Totals		8.00	40.00	320.00	30.000		96.00		416.00	52.00		

	Subcontractors	Alarm	Cost	Adjustment %	Adjustment \$	Adj Cost	Tax(%)	Overhead %	Markup %	Total	Vendor	Notes	Code	Type
1	EXCAVATION	Off	24,952.00			24,952.00				24,952.00				
5	DATA & COMMUNICATIONS	Alarm												
9	FIRE ALARM	Alarm												
15	LIGHTNING PROTECTION	Alarm												
	Totals		24,952.00			24,952.00				24,952.00				

	General Expenses	Alarm	Quantity	Field	Duration	Cost/Unit	Total Cost	Tax(%)	Overhead %	Markup %	Total	Notes	Code	Type
7	SITE OFFICES	Alarm		<None>		150.00								
8	SITE STORAGE (PER MONTH)	Alarm		<None>		150.00								
10	CONSUMABLES	Off	41,726.13	kt Total Mat(	0.50	0.01	208.63				208.63			
11	SMALL TOOLS	Off	419.34	Ext Total Hr	1.00	0.10	41.93				41.93			
13	TRANSPORTATION	Off	2.00	<None>		85.00	170.00				170.00			
14	TEMP LIGHTING	Alarm		<None>										
15	TEMP POWER	Alarm		<None>										
	Totals						420.56				420.56			

	Equipment	Alarm	Quantity	Field	Duration	Cost/Unit	Total Cost	Tax(%)	Overhead %	Markup %	Total	Notes	Code	Type
17	SCISSOR LIFT 25'	Alarm		<None>		550.00								
25	JLG 40'	Alarm		<None>		2,400.00								
31	MINI X	Alarm		<None>		2,400.00								
	Totals													

	Quoted Materials	Alarm	Cost	Adjustment %	Adjustment \$	Adj Cost	Vendor	Notes	Code	Type
1	LIGHTING FIXTURES	Alarm								
2	DISTRIBUTION	Alarm								
	Totals									

	Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	Alarm	Code	% Final Price
	Database Material (Extension)		29,036.13		29,036.13				28.152
	Quoted Material (Extension)		12,690.00		12,690.00				12.304
	Quoted Material						On		
	Material Tax	7.000	2,920.83		2,920.83	7.000			2.832
	Material Total		44,646.96		44,646.96				43.287
	Direct Labor		18,807.40		18,807.40				18.235
	Incidental Labor		448.50		448.50				0.435
	Indirect Labor		416.00		416.00				0.403
	Labor Total		19,671.90		19,671.90				19.073
	Subcontractors		24,952.00		24,952.00		On		24.192
	General Expenses		420.56		420.56		On		0.408
	Total Cost		89,691.42		89,691.42				86.960
	Adjustment Overhead	10.000	8,677.06		8,677.06	10.000			8.413
	Total Overhead	10.000	8,677.06		8,677.06	10.000			8.413
	Adjustment Markup	5.000	4,772.38		4,772.38	5.000			4.627
	Total Markup	5.000	4,772.38		4,772.38	5.000			4.627
	Selling Price		103,140.86		103,140.86				100.000
	Final Price		103,140.86		103,140.86		On		

	Key Indicators	Value
	Database Material	29,036.13
	Quoted Material	12,690.00
	Material Tax	2,920.83
	Material Total	44,646.96
	Direct Labor	14,812.23
	Direct Labor Burden & Fringes	4,443.67
	Indirect Labor	320.00
	Indirect Labor Burden & Fringes	96.00
	Labor Total	19,671.90
	Subcontractors	24,952.00
	General Expenses	420.56
	Prime Cost	89,691.42
	Total Overhead	8,677.06
	Net Cost	98,368.48
	Total Profit	4,772.38
	Selling Price	103,140.86
	Final Price	103,140.86
	Labor Risk Ratio %	24.2599
	Total Labor Hours	437.34
	Average Labor Cost Per Hour	44.98
	General Expenses Per Hour	0.9616
	# hours in a work week	40.00

CED - SALT LAKE CITY

1819 SOUTH 900 WEST
SALT LAKE CITY UT 84104
TEL: 801 486-3501 FAX: 801 486-6511

CONTACT: MARTY LEONELLI

QUOTE FOR: GRANDSTAFF ELECTRIC

ACCT #: V3-13175 GRANDSTAFF ELECTRIC

1600 W "K" AVENUE
TOOELE, UT 84074
TEL: (435) 843-8317

QUOTATION		PAGE	
		001 OF 001	
QUOTE #	DATE	REV #	REV DATE
1241458	06/11/21	006	06/15/21
QUOTE EXPIRES		PREPARED BY	
06/18/2021		ML	
SLS		INSL	
6732		5000	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:

JOB NAME:

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1,800	PVC	COND4	CONDUIT SCH40 4" 10 FOOT	742.85	C	13,371.30
02	16	FIT	ELGAL4X36	GALV/RIGID ELBOW 90D 36"RAD 4"	216.60	E	3,465.60
03	16	NSI	WWCP201P	PIPE WRAP 2"X100' PRINTED	11.60	E	185.60
04	10	PVC	CEMENTCLRQT	QUICK-SET LOVOC CEMENTQUART	1,299.74	C	129.97
05	180	PVC	BASESPCR4X3	BASE SPACER 4"	249.21	C	448.58
06	180	PVC	INTSPCR4X3	INTERMEDIATE SPACER 4"	212.29	C	382.12
07	16	PVC	BE4	BELL END 4"	1,072.96	C	171.67
08	16	PVC	FA4	FEMALE ADAPTER 4"	575.06	C	92.01
09	2	DOT	DT260	DUCT TAPE 2"X60YARD	13.31	E	26.62
10	2	DOT	TY164	TIE WIRE 16GA	14.70	E	29.40
11	2	DOT	UT38D	ORANGE CAUTION TAPE 6INX1000FT	83.33	E	166.66
12	1	HERC	P1250W-3K	MULE TAPE 1/2X3000' 1250LB	220.24	E	220.24
13	1	IDEAL	31340	PULL LINE 6500FT 210 LB	51.35	E	51.35
14	1	GREEN	435	COND MEASURING TAPE 3000'	101.36	E	101.36
15	2,700	PVC	INNERDUCT 1-1/4X450		1.45	E	3,915.00
16	3,600	PVC	INNERDUCT 1 8 X 450		1.15	E	4,140.00
17	*		QUOTING INNERDUCT NOT SCHEDULE 40				

TOTAL: 26,897.48

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.



Western Utility Co.

Estimate

Estimate No:	2234	645 West 2400 north
Date:	06/10/2021	Genola, Utah 84655
For:	Grand staff Electric	Jake Ellsworth
		(801)473-1786
		Jake.ellsworth@westernutilityco.com

Description	Quantity	Rate	Amount
UTA facility 3600 s 7800 w slc, utah	1	\$0.00	\$0.00
150' power trench 40" deep by 18" wide Spoils from trench left on site Backfill included with native material after duct bank is poured	150	\$24.50	\$3,675.00
Saw cut 150 of 10" thick concrete and remove with haul off	150	\$40.00	\$6,000.00
Set two vaults with gravel bedding	2 +1	\$1,000.00	\$2,000.00 3,000.00
Trench 4 feet wide x 40 " deep from 18" wide	250	\$49.00	\$12,250.00
	Subtotal		\$23,925.00
	Total		\$23,925.00

Total	\$23,925.00
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24,925.00

Notes

Thank you for the opportunity to work with you on your project.

Contract & Proposal Copy

Quote No.: S174229-1

801 W 12th St
Ogden, UT 84404

Telephone : 801-399-1171
Fax: 801-392-7849

oldcastleinfrastructure.com

Quote To .: Grandstaff Electric, Inc.
1485 JAMES WAY
TOOELE, UT 84074 8031

Ship To .: UTA Meadowbrook
3600 S 700 W
SALT LAKE CITY, UT 84119 4122

Reference :
Contact:
Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S174229	6/17/2021	003472	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	1003980	Vault 4' x 4' x 4' With 38" Communication Cover KIT		2,500.00	7,500.00

Take-off & Quote: Every effort has been made to provide an accurate take-off, however, this quote is not guaranteed by the seller, but is provided for the buyers convenience. It is the customers responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Customer agrees to pay per unit price for the actual number of units delivered.

Delivery: If this product is quoted FOB jobsite, the customer agrees to furnish manpower and equipment to unload the material on site, unless prior arrangements have been made. The site must be accessible by delivery vehicles under their own power. If the load is to be delivered and set by an Oldcastle boom truck, the final decision as to the acceptability of the site and ability to safely set the product is to be determined by the boom operator. Delivery includes one hour of truck time, additional time beyond the first hour will be charged at the rate of \$110 per hour for Semis and \$125 per hour for Boom trucks. Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.

Deliveries that are cancelled by the customer will be charged \$110 per hour (for loading and unloading of materials) for trucks that are loaded (fully or partially) but have not left the yard at the time of cancellation. Deliveries that are cancelled by the customer, after the loaded truck has left the yard, will be charged the customary delivery rate for the amount of miles traveled when they are stopped and turned around to return to the plant.

Vault Water tightness: All joints in vaults used for water or liquid containment or where infiltration is not allowed must be clean and dry when installed. The properly installed joint sealant, joint wrap, and/or non-shrink grout are recommended depending on your specifications and installation procedures. We can provide materials for watertight joints, however, Oldcastle cannot be held responsible for field conditions or contractors installation procedures.

Specials: Any special product ordered and produced which remains in the Oldcastle yard for longer than 30 days will be invoiced to the customer and payment due on Oldcastles regular payment terms. All specials ordered on a Cash sale must be paid for prior to production.



GREEN CONSTRUCTION, INC.

352 North Flint Street, Kaysville, UT 84037

www.greenconstruction.biz



To:	Big D Construction	Contact:	
Address:	404 West 400 South Salt Lake City, UT 84101 USA	Phone:	(801) 415-5929
		Fax:	
Project Name:	UTA Meadowbrook Expansion - Duct Bank Demo	Bid Number:	
Project Location:		Bid Date:	6/25/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Remove Existing Duct Bank	1.00	LS	\$18,468.00	\$18,468.00
	Labor:			\$3,220	
	Equipment:			\$6,873	
	Materials:			\$469	
	Trucking:			\$2,948	
	Dump Fees:			\$3,279	
	OH&P:			\$1,679	
	TOTAL:			\$18,468	

Payment Terms:

All credit extended to Buyer shall be on the basis of repayment of all sums due net thirty (30) days following the date of Green Construction, Inc.'s (GCI) invoices, without retention, regardless of the final completion date of the Work. In the event that payment is not made to GCI as provided herein, GCI shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, GCI shall be entitled to interest on all past due accounts under this Contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by GCI, whether before or after judgment. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Green Construction Inc. Authorized Signature: _____ Estimator: Josh Hadley (801) 821-0076 josh.hadley@gci-utah.com
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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Todd Mills, Director of Supply Chain
PRESENTER(S): Troy Hamilton, Procurement Manager

TITLE:

Pre-Procurements:

- Refinish Floors at Meadowbrook Building 3
- Cyber Security Incident Event Management
- Locomotive Truck Frame Overhaul
- On-Route Charging Services

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

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.

DISCUSSION:

The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:

- **Refinish Floors at Meadowbrook Maintenance Bldg. 3.** This Procurement is to refinish the floors in the Meadowbrook Building 3 maintenance and shop areas. The current finish on the floors is worn off in several areas leaving the concrete exposed and subject to cracking and wear. The scope for this project will include stripping the old finish, crack repairs, and cleaning the substrate of any dirt, oil, or

grease. The contractor will then apply Tnemec brand, or an approved equivalent epoxy, to shop floors, bays, and pits. This project will be done in multiple stages with only 2-3 bus bays closed at any one time to allow continuation of maintenance functions. This procurement will be conducted as an IFB where award of contract will be determined by lowest price. (Req. 9579, Kevin Anderson)

- **Cyber Security Incident Event Management.** UTA is seeking a vendor partner to sign a Managed Security Services 5-Year contract to provide Co-managed Security Incident Event Management (SIEM) services through a Security Operations Center as a Service (SOCaaS) program. This program will include an Incident Response (IR) retainer to provide expert cyber-security staff augmentation services in the event of a cyber-security incident. The objective would be to co-manage the incident by augmenting and supporting the UTA Information Security (IS) team. Through the IR retainer the vendor would provide services to assess, alert, investigate, contain, and report in the event of an incident, breach, or other cyber threat. Services will also include an annual assessment and a table-top IR exercise. If no IR services are needed for the year, a bank of hours would be credited to UTA for vendor professional services the following year. Funding for this service is included in the adopted 2021 Operating Budget. This procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 9540, Dan Harmuth).
- **Locomotive Truck Frame Overhaul.** UTA is looking to retain a contractor to provide all labor and materials necessary to rebuild the axle truck frames on our Motive Power locomotives for the Frontrunner commuter rail system. To maintain UTA's level of service and state of good repair the agency needs to overhaul the truck frames. The maintenance team has overhauled two locomotives in order to establish the scope for this procurement, however the maintenance team doesn't have the capacity to complete the remaining 16 locomotives. Each locomotive has 2 axle trucks for a total of 32 truck rebuilds remaining. Funding for this project is included in the State of Good Repair project in the adopted 2021 Capital Budget. This procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 9507, Kyle Stockley)
- **On-Route Charging Services.** This procurement is for civil and electrical design of up to 7 on-route electrical chargers to support new electric bus infrastructure. As a result of the Volkswagen settlement, UTA was awarded funding for 20 battery-electric buses which will operate in Salt Lake County. These buses have already been procured and are expected to be operational in spring of 2023. The scope of this procurement is for the civil and electrical design of the connection from the power grid to the chargers, and will include transformers and switch gear for the chargers. Funding for this procurement will be paid for by the VW grant. We expect this design project to take 1 year to complete. This procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 9638, Hal Johnson)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto Interim Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Alisha Garrett, Chief Enterprise Strategy Officer,
Dan Harmuth, Director of Information Technology
TITLE:

Technology Assessment

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion.

BACKGROUND:

In early 2021, the UTA Board of Trustees requested a technology assessment be conducted to include the health of the authority's technology applications and hardware infrastructure. The assessment includes timelines for when these items are projected for upgrades or replacement to ensure our budget plans align with and support our technology needs of the future.

DISCUSSION:

The purpose of this presentation is to provide the UTA Board of Trustees an overview of the health of UTA's major technology applications and hardware infrastructure along with timelines for when these items are projected for upgrades or replacement.

ALTERNATIVES:

For informational purposes only.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/11/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of pending or reasonably imminent litigation

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation