



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 14, 2024

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Jeff Acerson
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of January 24, 2024 Board Meeting Minutes
6. **Reports**
 - a. Legislative Update and Potential Action on Proposed Legislation Shule Bishop
 - b. Executive Director Report Jay Fox
 - Executive Director Team Award - Bus Training Aid
 - Ridership Report
 - c. Pension Committee Report Jeff Acerson
7. **Resolutions**
 - a. R2024-02-01 - Resolution Granting Expenditure and Disbursement Authority for 2024 Vehicle Parts Inventory Purchases Todd Mills
 - b. R2024-02-02 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors Eric Barrett

8. Contracts, Disbursements and Grants

- | | | |
|----|--|-----------------------------------|
| a. | Contract: Real Estate Purchase - Parcel PER-1106 in Perry, Utah for Future Transit Purposes in Box Elder County (Wallace and Kim Johnson) | Paul Drake
Spencer Burgoyne |
| b. | Contract: Utah County Park and Ride Facilities Design Services (Horrocks Engineers, Inc.) | Travis Colledge |
| c. | Contract: Transit Technical Education Center Final Design and Construction Administration (CRSA Architects) | David Osborn |
| d. | Change Order: Next Generation Fare Collection System Change Order No. 1 - Price Reduction (Scheidt & Bachmann USA, Inc.) | Monica Morton
Laren Livingston |
| e. | Change Order: On-Call Systems Maintenance Contract Task Order #24-010 - Materials for Rice Interlocking Wayside System Upgrade (Rocky Mountain Systems Services) | Dean Hansen |
| f. | Change Order: On-Call Systems Maintenance Contract Task Order #24-011 - Materials for University Line Overhead Catenary System Upgrades (Rocky Mountain Systems Services) | Dean Hansen |
| g. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-001 - Maintenance of Way Training Yard (Stacy and Witbeck, Inc) | Jared Scarbrough
Dean Hansen |
| h. | Pre-Procurements
- South Jordan TRAX Station Construction
- UTA Facilities Waste Collection and Disposal
- Westside Express Design
- Bridge Inspection Program | Todd Mills |

9. Service and Fare Approvals

- | | | |
|----|--|----------------------------------|
| a. | Fare Agreement: Transportation Services Contract (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities) | Cherryl Beveridge
Ryan Taylor |
| b. | Fare Agreement: Special Events Agreement (The Church of Jesus Christ of Latter-Day Saints) | Kensey Kunkel |

10. Discussion Items

- | | | |
|----|---|---------------------------------|
| a. | 2023 Agency Risk Assessment Results | Christie Giles |
| b. | 2023 Continuous Improvement Team Highlights | Alisha Garrett
Sarah Johnson |

11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, February 28th, 2024 at 9:00 a.m.

12. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_ernIZGX5Qr-SF1OngZsT9g and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- 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, February 13th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/14/2024

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

TITLE:

Approval of January 24, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the January 24, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday January 24, 2024 at 1:00 p.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/887791.html) <<https://www.utah.gov/pmn/sitemap/notice/887791.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. 2024-01-24_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 24, 2024

1:00 PM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Trustee Jeff Acerson joined the meeting electronically.

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 1:00 p.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Trustee Beth Holbrook delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of January 10, 2024 Board Meeting Minutes

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

6. Reports

a. Legislative Update and Potential Action on Proposed Legislation

Shule Bishop, UTA Government Relations Director, highlighted the progress of bills

under consideration by the Utah State Legislature. He recommended the board support 1) Senate Concurrent Resolution 2 (SCR 2) Honoring the 100th Year Anniversary of the Utah Association of Counties, sponsored by Senator Evan Vickers, and 2) House Bill 142 (HB 142) Railroad Drone Amendments, sponsored by Representative Ryan Wilcox.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to support SCR 2 and HB 142, as presented. The motion carried by a unanimous vote.

b. Executive Director Report

- **Warm Springs Stormwater**
- **Executive Director Award - Finance Budget Team**
- **UTA Commendation - UTA Police**
- **UTA Commendation - Overnight Rail Operators**

Warm Springs Storm Water

Jay Fox, UTA Executive Director, was joined by David Hancock, UTA Chief Service Development Officer, and Patti Garver, UTA Manager - Environmental Compliance & Sustainability.

Hancock reported on storm water drainage issues and related mitigation efforts at the Warm Springs facility. The total expense for mitigation is estimated at \$350,000, and staff plans to present updated costs and request contract approval at a February or March 2024 board meeting.

Discussion ensued. A question on the status of the root cause investigation was posed by the board and answered by staff.

Executive Director Award - Finance Budget Team

Fox was joined by Viola Miller, UTA Chief Financial Officer.

Miller recognized the finance budget team for their work in preparing the 2024 budget.

UTA Commendation - UTA Police

Fox was joined by Cherryl Beveridge, UTA Chief Operating Officer, and Dalan Taylor, UTA Chief of Police & Public Safety Officer.

Taylor recognized Sean Welsh, UTA Transit Police Officer IV, and Andrew Horting, UTA Transit Police Officer IV, for their work to assist an individual who was contemplating suicide.

UTA Commendation - Overnight Rail Operators

Fox indicated this commendation would be made in a private forum.

c. Financial Report - November 2023

Viola Miller, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory

Andrews, UTA Senior Financial Analyst; and David Hancock.

Staff reviewed the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending, including spending by project

Discussion ensued. Questions on final sales tax projections for 2023, asset management vacancies, capital construction spending, commuter rail engine overhaul project delays, and the commissioning timeline on repaired light rail vehicles were posed by the board and answered by staff.

7. **Contracts, Disbursements and Grants**

a. **Contract: Right of Way Track Measurement Services (RailPod, Inc.)**

Jacob Wouden, UTA Rail Infrastructure Project Manager, requested the board approve a not-to-exceed \$347,704.20 contract with RailPod, Inc. for the measurement and survey of all UTA rail track conditions in 2024, 2026, and 2028.

Discussion ensued. Questions on the frequency at which this work is scheduled, size of the vendor pool, and industry standard for this type of work were posed by the board and answered by staff.

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

b. **Contract: CNG Building Overhead Door Replacement (Crawford Door Sales, Inc.)**

Kevin Anderson, UTA Director of Maintenance Support, was joined by Guy Miner, UTA Facilities Maintenance Manager.

Anderson requested the board approve a \$250,275 contract with Crawford Door Sales, Inc. for the replacement of six overhead doors at the Depot District Clean Fuels Technology Center (the "CNG Building").

Discussion ensued. Questions on the budget allocation, wind load impact on doors at other facilities, overhead door lifespan, installation timeline, and potential salvage value of the used doors were posed by the board and answered by staff.

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

c. Contract: Customer Experience Strategic Plan Services (Motivf Corporation)

G.J. LaBonty, UTA Manager of Customer Experience, was joined by Andy Stevenson, UTA Customer Experience Project Manager.

LaBonty requested the board approve a not-to-exceed \$285,758.76 contract with Motivf Corporation for consulting services on a customer experience strategic plan.

Discussion ensued. Questions on UTA's customer experience plan history, customer experience plan use across the transit industry, and near and mid-term plan elements were posed by the board and answered by staff.

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

d. Contract: Human Resources Information System (Workday, Inc.)

Kim Shanklin, UTA Chief People Officer, requested the board approve a \$7,669,122 contract with Workday, Inc. for human resources management system (HRIS) software. The contract has a term of 10 years.

Discussion ensued. Questions on obsolete system replacement, timekeeping features, feedback from other Workday customers, and implementation timeline were posed by the board and answered by staff. Chair Christensen suggested adjusting open enrollment deadlines in 2025 if the software implementation timeline is not met.

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

e. Contract: MVX State-Furnished Signal and Transit Signal Prioritization Materials (Utah Department of Transportation)

Andrea Pullos, UTA Project Manager III, requested the board approve a \$700,000 contract with the Utah Department of Transportation for signal prioritization materials on the Midvalley Express (MVX) Bus Rapid Transit (BRT) system.

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

f. Contract: MidValley Bus Rapid Transit (MVX) Construction Phase 1 (Stacy & Witbeck, Inc)

David Hancock was joined by Andrea Pullos.

Hancock reviewed the procurement process for selecting the MVX contractor.

Pullos summarized phase 1 work on the MVX BRT project and requested the board approve a \$4,090,470 contract with Stacy & Witbeck, Inc for phase 1 construction.

Discussion ensued. A question on utility work requirements was posed by the board and answered by staff.

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

g. Change Order: Battery Electric Buses and Associated Charging Equipment 2nd Bus Order - 4 Electric Buses (Gillig, LLC)

Jesse Rogers, UTA Bus Vehicle Procurement Project Manager, was joined by Andrea Pullos.

Rogers requested the board approve a \$4,438,288 change order to the contract with Gillig, LLC for the purchase of four electric buses to support the service requirements of the Ogden Express (OGX) BRT system. The total contract value, including the change order, is \$51,837,706.

Discussion ensued. Questions on bus purchase planning for the project and electric bus performance were posed by the board and answered by staff.

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

h. Change Order: Program Management Services Change Order No. 02 - Option Year 1 (HNTB Corporation)

David Hancock was joined by Viola Miller. Hancock requested the board approve a \$9,250,000 change order to the contract with HNTB Corporation for program management services through April 16, 2025. The total not-to-exceed contract value, including the change order, is \$34,182,015.

Miller, speaking in her capacity as UTA Chief Procurement Officer, called attention to a potential conflict of interest as prescribed in the UTA policy UTA.01.01 Ethics. Miller noted a former UTA employee was hired by HTNB within 12 months of departure from UTA. She assured the board HNTB did not have an unfair competitive advantage given the timing of the onboarding of the former UTA employee and the request for this change order. Miller also indicated HNTB signed a firewall agreement to further avoid any appearance of an unfair competitive advantage in either receiving future contracts or in the performance and management of such future or current contracts in accordance with UTA.01.01 Ethics, specifically section K. She recommended approval of the change order.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved acknowledging the firewall agreement, as presented. The motion carried by a unanimous vote.

- i. **Pre-Procurements**
 - **Ground Brush Assemblies for S70 Light Rail Fleet**
 - **Jordan River Building 2 Remodel**

Todd Mills, UTA Director of Supply Chain, was joined by David Hancock, and Robert Balsamo, UTA Light Rail Vehicle Maintenance Supervisor - Parts, Tools & Equipment.

Mills reported the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued. Questions on the nature of ground brush assemblies, inclusion of updated specifications for ground brushes in the new light rail vehicle procurement, decision to remodel rather than reconstruct the Jordan River Building 2, and growth potential at the Jordan River Building 2 were posed by the board and answered by staff.

Chair Christensen called for a recess at 2:43 p.m.

The meeting reconvened at 2:52 p.m.

8. Discussion Items

- a. **Salt Lake City and UTA 200 South Reconstruction Update**

G.J. LaBonty was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, and Jon Larsen, Salt Lake City Corporation Transportation Division Director.

LaBonty and Larsen spoke briefly about long-range plans for UTA and Salt Lake City and then addressed plans for reconstructing the 200 South corridor. The city plans to transform 200 South into a multi-modal corridor with complete streets elements, such as active transportation, enhanced transit, and placemaking. UTA is partnering in the effort with a \$1.3 million cash contribution toward additional infrastructure for power and data and a \$1.9 million in-kind contribution for amenities, including shelters, benches, lighting, real-time signage (with power and data), poles/signs, stainless steel safety handrails, and trash cans.

Discussion ensued. Questions on route detours along 200 South, bus lane traffic enforcement, digital signage installation plans, service communications plans, utility work completion timelines, and large housing development completion timelines were posed by the board and answered by staff.

- b. **UTA On Demand Service Update**

Hal Johnson, UTA Acting Director of Innovative Mobility Solutions, was joined by Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions.

Staff reported on the On Demand service and shared statistics on ridership, performance, and trip destinations. They discussed why microtransit was selected as the service of choice for various areas and reviewed On Demand expansion zones included in the UTA Five-Year Service Plan.

Discussion ensued. Questions on improvements in Salt Lake City West Side On Demand performance, options to ride for persons without credit cards, options for FAREPAY card loading, trip origination points, timing for licensing On Demand vehicles in Utah, and On Demand vehicle fleet planning were posed by the board and answered by staff.

The trustees recommended providing the UTA Local Advisory Council (LAC) with information on transit growth progression in communities as part of the On Demand update planned for the next LAC meeting.

9. Other Business

- a. Next Meeting: Wednesday, February 14th, 2024 at 9:00 a.m.

10. Closed Session

a. Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 3:48 p.m.

11. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote.

Trustee Holbrook left the meeting at the conclusion of closed session.

The meeting reconvened in open session at 4:13 p.m.

12. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 4:13 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 and audio located at <https://www.utah.gov/pmnn/sitemap/notice/887791.html> for entire content. Meeting

materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/278?view_id=1&redirect=true&h=b7df37971b52f75ad78cf0a300417443.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

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

TITLE:

Legislative Update and Potential Action on Proposed Legislation

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion. Make motions regarding UTA positions on Legislation as needed.

BACKGROUND:
The Utah State Legislature is in session until March 1, 2024. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

DISCUSSION:
The Government Relations Director will give a report on transit-related issues before the Utah Legislature and may make recommendations that the board vote to support or oppose specific proposed legislation.

ATTACHMENTS:
None



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/14/2024

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

TITLE:

Executive Director Report

- Executive Director Team Award - Bus Training Aid
- Ridership Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- Executive Director Team Award - Presented by Alisha Garrett
 - o Chad Hardy, Patrick Smith, Evan Tilley, and Steven Woolstenhulme
- Report on UTA's 2023 ridership



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/14/2024

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

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

The Pension Committee met on January 30, 2024 . Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

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

TITLE:

R2024-02-01 - Resolution Granting Expenditure and Disbursement Authority for 2024 Vehicle Parts Inventory Purchases

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2024-02-01 authorizing the purchase and related disbursements to vehicle parts inventory vendors in 2024 up to the amounts listed by transit mode in the resolution.

BACKGROUND:

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove purchases to vendors by resolution.

Annually the Board, by resolution, has preapproved inventory purchases from non-contracted vendors related to vehicle maintenance and repair inventory whose annual cumulative purchase amount is expected to exceed \$200,000.

DISCUSSION:

The proposed resolution would authorize the agency's 2024 expenditure and disbursement for the following vehicle parts inventory:

- Bus Vehicles - up to \$7,000,000
- Light Rail Vehicle Parts - up to \$10,000,000
- Commuter Rail Vehicle Parts - up to \$5,000,000

Purchases from vendors who supply these parts will likely exceed cumulative Purchase Orders of \$200,000,

and therefore require approval by the Board of Trustees.

This resolution only applies to revenue fleet vehicle parts purchases that are procured as the result of an automatic JD Edwards generated requisition due to on-hand quantities falling below the reorder point, or from an out-of-stock requisition created by a UTA Parts clerk. Procurement staff will solicit bids from industry parts suppliers through open and fair competition, and will make purchase awards based on price, quality, and lead-time criteria.

This resolution provides sufficient purchasing authority and transparency and allows the Authority to purchase from these vendors on a timely basis to maintain revenue fleet readiness for our riders.

At the end of every quarter the Director of Supply Chain will provide a list of actual purchase totals for each vendor to the Board of Trustees in a public meeting, and will review and compare actual Purchase Order amounts with the amounts listed in the resolution. Any Transit mode parts Purchase Order amounts that will likely exceed the forecasted amount will be brought back to the Board of Trustees for further review and approval.

ALTERNATIVES:

UTA procurement could hold any purchases to vendors with annual purchase amounts over \$200,000 to a subsequent Board meeting for an approval, thus delaying timely purchases from vendors and potential impact to operations service.

FISCAL IMPACT:

All authorized disbursements are accounted for in UTA's adopted 2024 Operating and Capital Budgets.

ATTACHMENTS:

R2024-02-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY FOR
2024 VEHICLE PARTS INVENTORY PURCHASES**

R2024-02-01

February 14, 2024

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

WHEREAS UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, on December 21, 2022, the Board passed Resolution R2022-12-07 revising Board Policy 2.2 – Contract Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS the Board desires to preapprove calendar year 2024 vehicle parts inventory purchases and disbursements from various vendors who provide repair and maintenance parts for Bus, Light Rail, or Commuter Rail vehicles, and whose annual cumulative purchase amount is expected to exceed \$200,000.

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

1. That during calendar year 2024, the Executive Director is authorized to approve purchases and payments made to all vendors who provide repair and maintenance parts for Bus vehicles, and whose annual cumulative purchase amount is expected to exceed \$200,000, for no greater than \$7,000,000.
2. That during calendar year 2024, the Executive Director is authorized to approve purchases and payments made to all vendors who provide repair and maintenance parts for Light Rail vehicles, and whose annual cumulative purchase amount is expected to exceed \$200,000, for no greater than \$10,000,000.
3. That during calendar year 2024, the Executive Director is authorized to approve purchases and payments made to all vendors who provide repair and maintenance

parts for Commuter Rail vehicles, and whose annual cumulative purchase amount is expected to exceed \$200,000, for no greater than \$5,000,000.

4. That a quarterly report on all 2024 parts inventory disbursements will be presented to the Board in a public meeting and will include the year-to-date parts inventory expenditures made by mode and by vendor.
5. That qualifying part purchases will be a) for revenue fleet vehicles only, b) procured when on-hand inventories fall below the order point criteria or are out of stock, and c) procured through an open and fair competition based on price, quality and lead-time criteria.
6. That any inventory purchases or disbursements exceeding the amounts authorized in this Resolution shall be brought to the Board for further consideration and approval.
7. That the Board hereby further ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 14th day of February 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, CFO
PRESENTER(S): Eric Barrett, Acting Comptroller

TITLE:

R2024-02-02 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution 2024-02-02 granting expenditure and disbursement authority to non-inventory vendors, including the ratification for 2023 disbursement that exceeded prior authorization and authorizing certain 2024 disbursements as outlined in Exhibit A.

BACKGROUND:

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements to vendors by resolution.

Annually the Board, by resolution, preapproves disbursements for vendors related to payroll, utilities, government, and debt payments, as well as disbursements over \$200,000 if the associated contract was previously approved by the Board.

These disbursements fall into one of the following situations:

- The vendor is a payroll vendor that may require disbursements over \$200,000 depending on employee elections of benefits, tax rates, or garnishments.
- The vendor is a utility exempt from procurement but requires payment based on usage that can vary throughout the year
- The vendor is government entity we have a contract with for services but the pricing was not defined in the contract

· The vendor is part of debt obligations and promissory agreements that sometimes require payment over \$200,000

DISCUSSION:

The proposed resolution will request two actions of the Board:

- Ratification of 2023 actual disbursements for non-inventory vendors that supersedes the Board’s prior approval in Resolution R2023-04-08.
- Authorization for 2024 general expenditure and disbursement authority.

The list of approved vendors for disbursements over \$200,000 are in Exhibit A in the resolution. These vendors were identified because UTA did business with their companies in 2022 or 2023 that exceed \$200,000 and could possibly have similar transactions in 2024.

This resolution provides sufficient disbursement transparency and allows the Authority to pay these vendors in a timely basis.

For 2024, a quarterly report on all non-inventory disbursements will be presented to the Board in a public meeting and will include year-to-date expenditures by vendor. Any disbursement exceeding the amount authorized in this resolution will be brought back to board for further consideration and approval prior to assuming the expenditure.

ALTERNATIVES:

UTA would hold any 2024 disbursements over \$200,000 for vendors to a subsequent Board meeting for an approval, thus delaying timely payments to vendors.

FISCAL IMPACT:

None

ATTACHMENTS:

R2024-01-02 - Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY TO
NON-INVENTORY VENDORS**

R2024-02-02

February 14, 2024

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

WHEREAS, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, on December 21, 2022, the Board passed Resolution R2022-12-07 amending Board Policy 2.2 – Contracting Authority and Procurement that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS, on April 8, 2023 the Board of Trustees of the Authority (the "Board") passed Resolution R2023-04-08 Granting Contract and Expenditure Authority to Non-Inventory Vendors; and

WHEREAS, the actual disbursements made in 2023 exceeded those amounts authorized in R2023-04-08 and need review and ratification by the Board; and WHEREAS, the Board wishes to supersede Resolution R2023-04-08 with an updated version; and

WHEREAS, the Board would like to authorize certain disbursements for 2024 for non-inventory vendors.

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

1. That Resolution R2023-04-08 Granting Expenditure and Disbursement Authority to Non-Inventory Vendors is hereby superseded and the Board Ratifies the 2023 actual disbursements to non-inventory vendors shown in Exhibit A.
2. That the Board authorizes 2024 expenses and disbursements to non-inventory vendors for the purpose and expenditure ranges described in Exhibit A.

3. That a quarterly report on all 2024 non-inventory disbursements will be presented to the Board in a public meeting and will include the year-to-date expenditures made by vendor.
4. That any non-inventory vendor expenditure or disbursement exceeding the amounts authorized in this Resolution shall be brought to the Board for further consideration and approval.
5. That the Executive Director is authorized to approve expenses exceeding \$200,000 if the associated contract for the expenditure was previously approved at a regular or special meeting by the Board of Trustees.
6. That the Board hereby ratifies any and all actions taken by Authority management, staff, and counsel in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 14th day of February 2024.

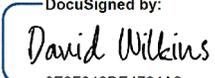
Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

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Legal Counsel

Exhibit A

2024 Disbursements Approved for Certain Vendors

Vendor Description	Purpose	Annual Amount 2022 <i>Actual 2022 Disbursement</i>	Annual Amount 2023 as of 12/27/23 <i>Actual 2023 Disbursement</i>	2023 Authorized not to exceed amount <i>R2023-04-08</i>	2023 Amount requested for Board ratification <i>R2024-02-XX</i>	2024 Amount requested for disbursement authorization (not to exceed) <i>R2024-02-XX</i>
<u>Payroll</u>						
Amalgamated Transit Union	Union Dues from Employees	\$ 555,817	\$ 630,790	\$ 592,232	\$ 38,558	\$ 651,290
Cambridge Associates, LLC.	Pension Contributions	\$ 27,101,006	\$ 29,173,307	\$ 27,981,789	\$ 1,191,518	\$ 30,121,439
Mutual of America	457 Plans	\$ 3,297,597	\$ 3,643,185	\$ 3,404,769	\$ 238,416	\$ 3,761,588
Office of Recovery Services	Utah State Child Support	\$ 379,345	\$ 342,570	\$ 460,458	--	\$ 353,703
Department of the Treasury	Employee Payroll Taxes	\$ 39,522,667	\$ 43,057,475	\$ 40,807,154	\$ 2,250,321	\$ 44,456,843
UTA/Joint Insurance Trust	Health Insurance (Collective Bargaining)	\$ 27,868,553	\$ 28,385,910	\$ 28,774,281	--	\$ 29,308,452
Utah State Tax	Employee Payroll Taxes	\$ 7,449,982	\$ 7,933,871	\$ 7,692,106	\$ 241,765	\$ 8,191,722
Vantagepoint Transfer Agents (Mission Square)	457 Plans	\$ 6,772,765	\$ 6,843,417	\$ 6,992,880	--	\$ 7,065,828
<u>Utilities</u>						
AT&T ++	Cellular Connection to Buses	\$ 422,451	\$ 545,651	\$ 436,181	\$ 109,470	\$ 563,385
Century Link (QWEST) +++	Internet Connection	\$ 238,000	\$ 470,314	\$ 578,542	--	\$ 485,599
Dominion Energy (Questar)	Natural Gas	\$ 627,647	\$ 1,115,755	\$ 835,000	\$ 280,755	\$ 1,152,017
FirstNet	Cellular Phone Contract	\$ 557,947	\$ 682,255	\$ 576,080	\$ 106,175	\$ 704,428

Vendor Description	Purpose	Annual Amount 2022 <i>Actual 2022 Disbursement</i>	Annual Amount 2023 as of 12/27/23 <i>Actual 2023 Disbursement</i>	2023 Authorized not to exceed amount <i>R2023-04-08</i>	2023 Amount requested for Board ratification <i>R2024-02-XX</i>	2024 Amount requested for disbursement authorization (not to exceed) <i>R2024-02-XX</i>
Murray City Utilities	Electric, Water, and Sewer	\$ 509,647	\$ 552,270	\$ 552,028	\$ 242	\$ 570,219
Rocky Mountain Power	Electricity	\$ 7,439,542	\$ 7,975,477	\$ 7,681,327	\$ 294,150	\$ 8,234,680
Salt Lake City Corp. ++	Electric, Water, and Sewer	\$ 207,277	\$ 245,985	\$ 214,014	\$ 31,971	\$ 253,979
<u>Government</u>						
Utah Attorney General's Office	Legal Services	\$ 1,656,786	\$ 1,797,315	\$ 1,710,632	\$ 86,683	\$ 1,855,728
<u>Debt</u>						
Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$ 3,374,292	\$ 2,485,143	\$ 3,375,285	--	\$ 2,565,910



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief of Service Development Officer
PRESENTER(S): Paul Drake, Director Real Estate & TOD
Spencer Burgoyne, Manager of Property Administration

TITLE:

Contract: Real Estate Purchase - Parcel PER-1106 in Perry, Utah for Future Transit Purposes in Box Elder County (Wallace and Kim Johnson)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the real estate purchase contract and associated disbursements with Wallace Neal Johnson and Kim W. Johnson to acquire the property located at 1500 West 2950 South, Perry, Utah 84302 for the purchase price of \$360,000.00 plus closing costs.

BACKGROUND:

In 2007, Box Elder County residents passed an initiative to allocate the second quarter sales tax to support the extension of commuter rail to Brigham City. With those accumulated funds, UTA is currently working with willing sellers to purchase a 50-foot corridor adjacent to Union Pacific's track through Box Elder County. Acquiring these properties ahead of housing and commercial development will reduce future impacts and costs. UTA has developed right-of-way maps and other documents needed to purchase the land. The subject property is improved with a single-family home on a 0.38-acre lot. The property is owned by Wallace Neal Johnson and Kim W. Johnson.

UTA needs a strip of land along the west property line for corridor preservation (742 square feet). However, the owners are only amenable to selling their entire parcel. UTA had the property appraised at \$360,000 and the owners are willing to sell the property for that price. Therefore, UTA staff is proposing that UTA purchase the property in total and to quickly sell off the remainder parcel.

DISCUSSION:

Buying this property helps fulfill both UTA's and Box Elder County's long-range goal to preserve corridor from Ogden to Brigham City

ALTERNATIVES:

1. Do not purchase the property and wait for the next owner to see if they will sell the strip parcel.
 2. Wait until a transit project is identified and purchase the property in total including relocation costs and a potentially higher-density development built in the corridor.
-

FISCAL IMPACT:

Box Elder Right of Way Preservation is included in the UTA 2024 Capital Budget and the approved UTA 5-year Capital Plan. The proposed contract costs (\$360,000 plus closing costs) to purchase the property are available in the project budget.

ATTACHMENTS:

- Contract (UTA Contract # 24-P00323)
- Maps
- Deed

REAL ESTATE PURCHASE CONTRACT

Project No.: MSP140	Parcel No(s): PER-1106
Job/Proj/Auth. No.:	Pin No.: 880051
Project Location: Weber-Box Elder Counties	
County of Property: Box Elder	
Tax Id./Sidwell No.: 02-034-006	
Property Address: 1500 West 2950 South, Perry, UT 84302	
Seller(s): Wallace Neal Johnson and Kim W. Johnson, husband and wife, as joint tenants	
Seller's Address: 1500 West 2950 South, Perry, UT 84302	

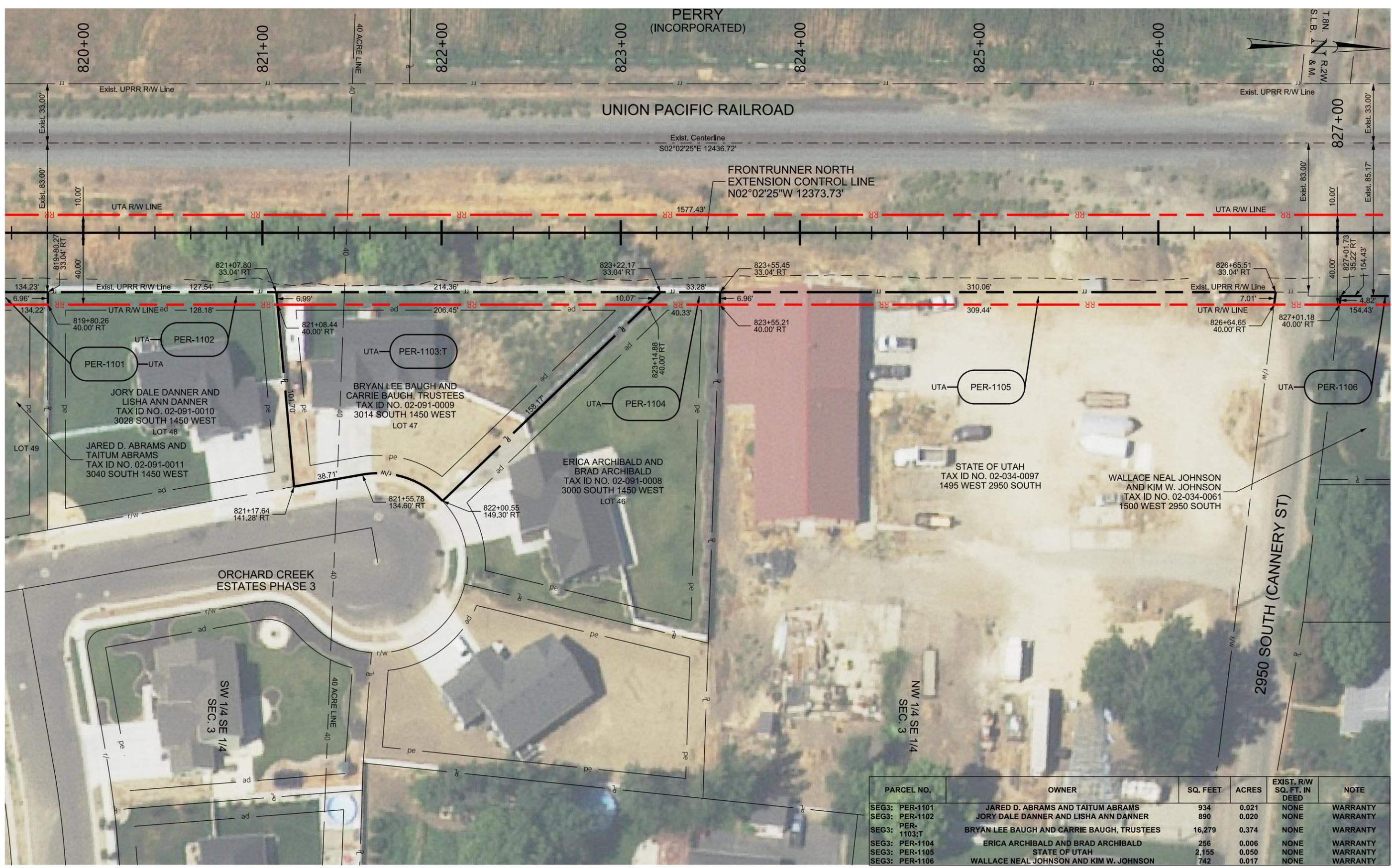
IN CONSIDERATION of the mutual promises herein Wallace Neal Johnson and Kim W. Johnson, husband and wife, as joint tenants ("Seller") agrees to sell to the Utah Transit Authority (UTA) the Sale Property described below for preservation of a utility corridor. UTA and Sellers agree as follows:

1. **SALE PROPERTY.** The Sale Property referred to in this Contract is an acquisition of Box Elder County Tax ID numbers 02-034-006; identified on project maps and deeds as parcels 1106; more particularly described in Exhibit A, which is attached hereto and incorporated herein, together with all structures and appurtenances.
 - 1.1. This is a voluntary sale to UTA and is not subject to condemnation. As this is a voluntary sale, the Seller waives any "right of first refusal" on any surplus property not used for the proposed utility corridor.
2. **PURCHASE PRICE.** The Purchase Price for the Sale Property is **\$360,000.00**.
3. **SETTLEMENT AND CLOSING.**
 - 3.1. **Settlement.** "Settlement" shall mean that Seller and UTA have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Seller or UTA under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 - 3.2. **Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Seller for the sale of the Sale Property have been paid to Seller, and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
 - 3.3. **Possession.** Upon signing of this Contract by Seller and UTA, Seller grants UTA, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Sale Property. Any contracted rental of the Sale Property prior to or after Closing, between Seller and UTA shall be by separate written agreement. Seller agrees to deliver the Sale Property free of any debris and personal belongings, except as outlined under separate agreement. The provisions of this Section 3.3 shall survive Closing.
 - 3.4. **Scrivener's Errors.** Parties agree that it is their intent that the Sale Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.
4. **PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
 - 4.1. **Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement. Greenbelt rollback taxes owing on Sale Property, if any, shall be the responsibility of Seller.
 - 4.2. **Fees/Costs.**
 - 4.2.1. **Escrow Fees.** UTA agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

4.2.2. Title Insurance. If UTA elects to purchase title insurance, UTA will pay the cost thereof.

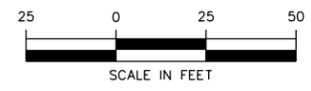
5. **TITLE TO SALE PROPERTY.** Seller represents and warrants that Seller has fee title to the Sale Property. Seller shall indemnify and hold UTA harmless from all claims, demands and actions from lien holders, lessees, or other third parties claiming an interest in the Sale Property or the Purchase Price paid hereunder. Seller will convey marketable title to the Sale Property to UTA at Closing by warranty deed. The provisions of this Section 5 shall survive Closing.
6. **SELLER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Seller represents and warrants that there are no claims and/or conditions known to Seller relating to environmental hazards, contamination or related problems affecting the Sale Property. Seller agrees to transfer the Sale Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.
7. **CONDITION OF SALE PROPERTY AND CHANGES DURING TRANSACTION.** Seller agrees to deliver the Sale Property to UTA in substantially the same general condition as it was on the date that Seller signed this Contract.
8. **AUTHORITY OF SIGNERS.** If Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind Seller.
9. **COMPLETE CONTRACT.** This Contract, together with any attached addenda and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties. This Contract may be executed in counterparts.
10. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, executed physically, shall be deemed original signatures and shall have the same legal effect as original signatures.

Seller's Initials



PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. R/W SQ. FT. IN DEED	NOTE
SEG3: PER-1101	JARED D. ABRAMS AND TAITUM ABRAMS	934	0.021	NONE	WARRANTY
SEG3: PER-1102	JORY DALE DANNER AND LISHA ANN DANNER	890	0.020	NONE	WARRANTY
SEG3: PER-1103:T	BRYAN LEE BAUGH AND CARRIE BAUGH, TRUSTEES	16,279	0.374	NONE	WARRANTY
SEG3: PER-1104	ERICA ARCHIBALD AND BRAD ARCHIBALD	256	0.006	NONE	WARRANTY
SEG3: PER-1105	STATE OF UTAH	2,155	0.050	NONE	WARRANTY
SEG3: PER-1106	WALLACE NEAL JOHNSON AND KIM W. JOHNSON	742	0.017	NONE	WARRANTY

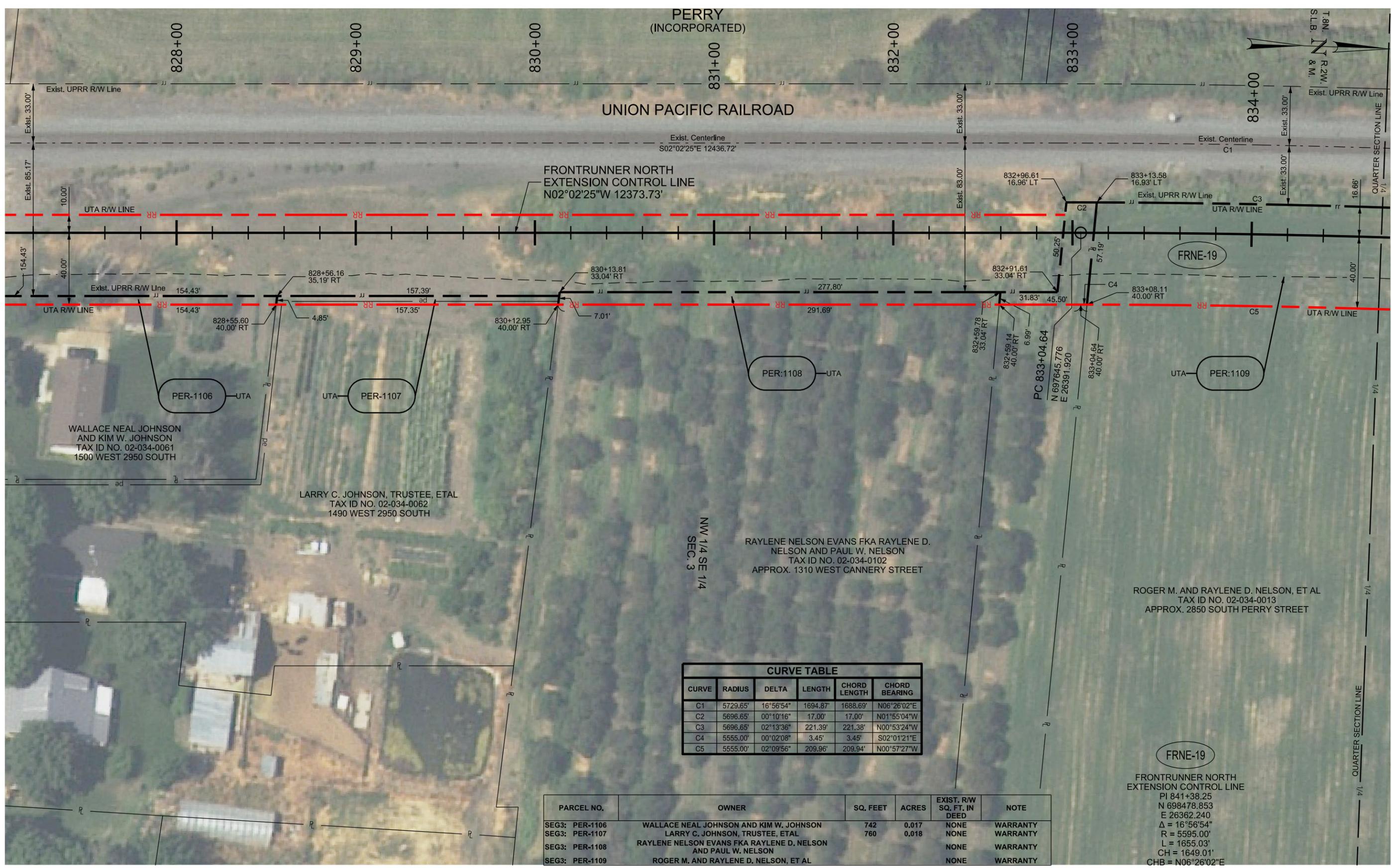
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 Jeffrey 5/5/2021



FRONTRUNNER NORTH EXTENSION
 RIGHT OF WAY PLAN
 SEGMENT 3

SUBMITTAL DATE
 04/29/2021
 SHEET No.:
 R1112

MEI NO.: 18077 SUBMITTAL: 35P UTA PROJECT NO.: MSP-140 PIN NO.: 880051



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MERIDIAN
ENGINEERING, INC

MEI NO.: 18077 SUBMITTAL: 35P

UTA

UTA PROJECT NO.: MSP-140 PIN NO.: 880051

FRONTRUNNER NORTH EXTENSION
RIGHT OF WAY PLAN
SEGMENT 3

SUBMITTAL DATE: 04/29/2021
SHEET No.: R1113

File No. 108884



Mail Tax Notices to:

WARRANTY DEED

WALLACE NEAL JOHNSON and KIM W. JOHNSON

grantors of the State of Utah, hereby CONVEY and WARRANT to

UTAH TRANSIT AUTHORITY

grantees for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Box Elder County, State of Utah.

A part of the Southeast Quarter of Section 3, Township 8 North, Range 2 West of the Salt Lake Base and Meridian, described as follows: Commencing at the concrete post set at the Northeast corner of the Southeast Quarter of Section 3, Township 8 North Range 2 West of the Salt Lake Base and Meridian and running thence South 00°18'36" West along the East line of said Southeast Quarter Section as currently monumented 829.38 feet; thence North 89°41'24" West 1801.02 feet to an existing fence corner on the North right of way line of 2950 South Street in Perry City, Utah; thence North 85°45'23" West (North 85°20' West by record) along said fence and right of way line 160.00 feet to the point of beginning; thence North 85°45'23" West along said right of way line 102.76 feet to the East line of the O.S.L.R.R.; thence North 02°22'21" West (North 02°15' West by record) along said O.S.L.R.R. line 154.43 feet; thence South 85°45'23" East 110.38 feet; thence South 00°26'55" West 153.74 feet to the point of beginning.

Tax Roll No. 02-034-0061

WITNESS, the hand of said grantors, this

WALLACE NEAL JOHNSON

KIM W. JOHNSON

File No. 108884

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
 SS
County of)

On personally appeared before me **WALLACE NEAL JOHNSON and KIM W. JOHNSON** the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

Notary Public



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Travis Colledge, Project Manager III

TITLE:

Contract: Utah County Park and Ride Facilities Design Services (Horrocks Engineers, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Horrocks Engineers, Inc. in the not-to-exceed amount of \$644,592 for Utah County Park & Ride Facilities design services.

BACKGROUND:

In the 2024-2028 Five-year Capital Plan, funding has been allocated for the design and construction of two new Park and Ride Facilities at locations in Saratoga Springs and Eagle Mountain to serve locations for a future Express service to serve east-west direction in north Utah County and connect to the existing American Fork Commuter Rail station and existing North-South bus service east of I-15.

The proposed locations have been modified from the original locations shown along Pioneer Parkway to be located on Pony Express Parkway. These improvements are being built in partnership with Utah County, Saratoga Springs, and Eagle Mountain.

The work includes: traffic signal design, roadway improvements, trail connections/improvements, and bus stop improvements. The selected firm will work with UTA's Service Planners and Bus Operations to create the facility designs and provide the necessary documents for the project. This includes completing required field studies needed for UTA to complete the CatEx and providing public involvement services.

DISCUSSION:

UTA has selected Horrocks Engineers, Inc to complete the design for the new station platforms. The contractor was selected through full and open competition. There were three proposals received. Horrocks was selected as the best qualified based on review of the proposals.

The needs that the Project will address include:

1. Prepare alternatives for screening for pedestrian and bus stop enhancements along Pony Express Parkway near the proposed Eagle Mountain Park & Ride Facility and options for the Park & Ride Facility(ies) layout at this location.
2. Provide public outreach services during the environmental clearance, final design, and during construction.
3. Prepare plans and specifications for bidding and selecting a construction contractor to construct the new park & ride facility in Saratoga Springs and Eagle Mountain.
4. Prepare any permit applications for submittal.
5. Provide exhibits as needed for any agreements needed between UTA and Eagle Mountain, Saratoga Springs, and Utah County.

CONTRACT SUMMARY:

Contractor Name:	Horrocks Engineers, Inc.
Contract Number:	23-03780VW
Base Contract Effective Dates:	February 14, 2024 through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Not to Exceed \$644,592
Procurement Method:	RFQu (Best Qualified)
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Not developing the design for this location would potentially delay the future Express to serve existing and new customers for transit connectivity.

FISCAL IMPACT:

The 2024-2028 Capital Plan includes funds for Utah County Park & Ride design services

ATTACHMENTS:

1. Contract

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #23-03780VW Park & Ride Design Services

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

RECITALS

WHEREAS, UTA desires to hire professional services for Park & Ride Design Services.

WHEREAS, On September 14, 2023, UTA issued Request for Qualification Package Number 23-03780VW (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31, 2025. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
 2. UTA's RFQ including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and

standards and other descriptions of the Professional Services;

3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to program manager Travis Colledge at tcolledge@rideuta.com or processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to program manager Travis Colledge at tcolledge@rideuta.com. Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.
- c. Invoices must include a unique invoice number, UTA’s Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to program manager Travis Colledge at tcolledge@rideuta.com.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultant s, agent, officers, directors, employees, joint owners, affiliates and Consultant s.

11. **USE OF SUBCONSULTANT S**

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

12. **KEY PERSONNEL**

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

Ryan Kitchen, PE Project Manager

Trevor Price, PE, Lead Designer

Jodi Pearson, PE

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

13. SUSPENSION OF WORK

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

14. TERMINATION

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

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

- 1. Terminate the Contract (in whole or in part) for default and obtain the

Professional Services using other Consultant s or UTA’s own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONSULTANT ’S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant ’s final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, Consultant

shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

- Workers’ Compensation Statutory
- Employers' Liability
- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subconsultant is exempt

under UCA, AND when such Consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

20. **OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultant s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the

performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority

UTA's Project Manager/**Consultant's Project Manager**
 UTA's Chief Capital Service Officer/**Consultant's Project Manager**

Time Limit

Five calendar days
 Five calendar days

UTA's Executive Director/ **Consultant's Chief Operating Officer**

Five calendar days

Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

If to Consultant:
HORROCKS LLC
Ryan Kitchen, PE Project Manager
2162 West Grove Parkway. Suite 100

Pleasant Grove, UT 84062

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

28. **CONTRACT ADMINISTRATOR**

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

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

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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

37. **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.

38. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

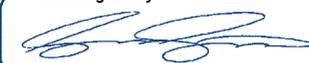
IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By:
Jay Fox
Executive Director

Date:

HORROCKS LLC.:

DocuSigned by:

A747B3B356D0433...
Spencer Stephenson
Vice President
Fed ID# 87-0296502

Date: 1/17/2024

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

DocuSigned by:
By: 
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 1/17/2024

Reviewed & Recommended

By:
Travis Colledge,
UTA Project Manager

Date:

Exhibit A – Scope of Work

PROJECT BACKGROUND

The Utah Transit Authority (UTA) is planning for a bus route along Pony Express Parkway in Utah County from the American Fork FrontRunner Station to Eagle Mountain. This is a new route that will require infrastructure to initiate. This infrastructure includes constructing two park and ride facilities – one in Saratoga Springs (SS) and the other in Eagle Mountain (EM). Each park and ride facility will consist of various site components, impacts, and risks (see Figure 1).

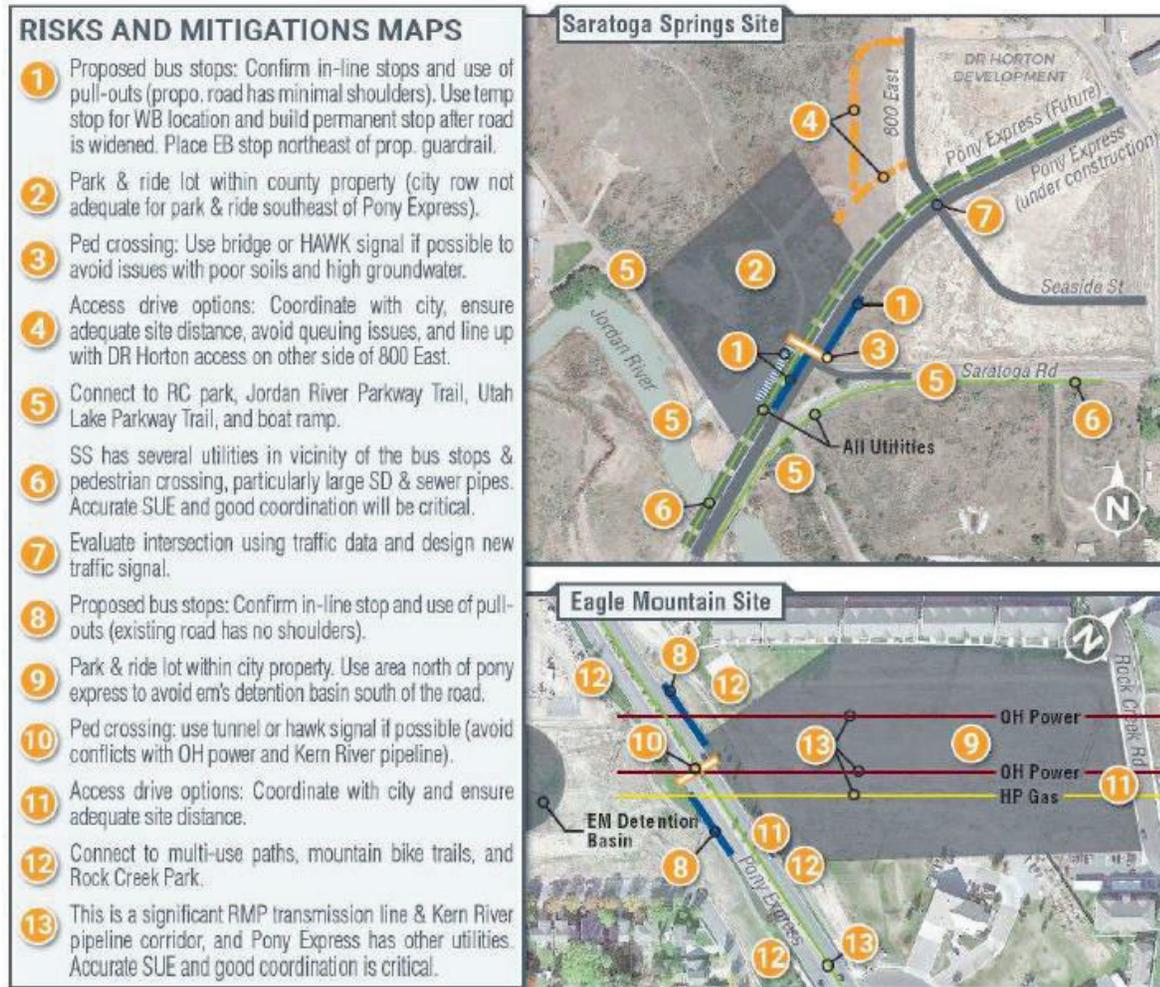


Figure 1: Park & Ride Site Areas with Potential Risks & Possible Mitigations

SCOPE OVERVIEW

This scope of work is for final design and preparation of bidding documents (plans and specifications) for two park and ride facilities and their associated impacts and tie-ins. Their general locations are shown in Figure 1. The Horrocks Team (Horrocks and subconsultants Spectrum Engineering and RB&G) will work with UTA, along with the cities of Saratoga Springs and Eagle Mountain and other stakeholders to accomplish the work in accordance with UTA's procedures. The Horrocks Team will fully participate in stakeholder coordination meetings. Project

stakeholders that we expect to coordinate with on a regular basis include UTA, Saratoga Springs City, and Eagle Mountain City, with periodic coordination with the Federal Transit Administration (FTA), Mountainland Association of Governments (MAG), Utah County, Timpanogos Special Service District (TSSD), Rocky Mountain Power (RMP), Kern River Gas Transmission Company (KRGTC), and the Utah Department of Transportation (UDOT). The Horrocks Team will provide the necessary professional engineers, CADD operators, surveyors, environmental analysts, and other staff needed to successfully complete this Scope of Work. The Horrocks Team resources will be provided to accomplish the following:

- Provide conceptual plans and conduct alternatives screening for each park and ride facility.
- Complete environmental field studies and prepare associated reporting documents according to the FTA CatEx checklist.
- Prepare plans and specifications for bidding and selecting a construction Consultant to construct two park and ride facilities within city and county property.
- Prepare permit applications for submittal to Saratoga Springs and Eagle Mountain.
- Provide public outreach support during the environmental clearance and final design.

This Contract will consist of the completion of the final design work of the two park and ride facilities, including curb/gutter, sidewalk, asphalt and other flatwork; bus stops with shelters; an operator restroom; utility and drainage work; landscaping; pedestrian crossing structures (overpass in SS and tunnel in EM); signalization at Pony Express Parkway and 800 East/Seaside Dr, and other needed improvements to complete the project.

General Inclusions:

- Project management, administration, and coordination (team meetings about every two weeks and internal Horrocks meetings usually every week)
- Stakeholder coordination
- Schedule and budget control
- Aerial and topographic surveying
- Subsurface utility engineering
- Geotechnical investigations
- Environmental field studies, applications, and exhibits
- Public outreach and agency support (UTA led)
- Right-of-Way (ROW) exhibits and legal descriptions to support land use agreements.
- Preliminary alternatives screening
- Civil design/plans
- Drainage/Utility design/plans
- Landscape and irrigation design/plans
- Structural design/plans
- Traffic signal design/plans
- Electrical and lighting design/plans
- Maintenance of traffic design/plans
- Permitting applications
- Quantities and estimates
- Quality control/assurance
- Value engineering

- Project specifications and special provisions
- Advertisement support (UTA led)

General Assumptions:

- Design plans will be created in AutoCAD Civil 3D and Revit LOD 200 (modeling for lighting)
- Full size plan sheets will be measured at 22" x 34"
- Both sites will be assembled into a single plan set (i.e., only one Consultant for both sites)
- Survey control will be based on a State Plane Coordinate System
- Limits of disturbance will not extend beyond city and county property.
- Each parking lot will include about 50-80 parking stalls and be future compatible for bus circulations; maximum parking lot size is 1.5 acres each.
- Consultant services for the operator restroom will be limited to coordinating its location (design services are not included at this time, but may be added with change order)
- Bus shelters will be prefabricated structures to be bolted to a concrete slab.
- Pedestrians crossing Pony Express Parkway will be directed to the nearest intersection with a traffic signal (the design of grade separated crossings structures or pedestrian-specific crossing signals are not included at this time, but may be added with a change order)
- Design plans will follow UTA, SS, and EM standards and specifications (UDOT standards will only apply to the traffic signal design)
- Existing utility and drainage systems have available capacity for the park and ride facilities.
- Improvements and modifications to existing roads and intersections will be limited to bus turnouts (if desired) and tie-ins to the proposed parking lots, pedestrian walks/trails/structures, utilities, and drainage pipes.
- No signal warrant studies or new traffic studies will be required (the existing traffic study by Hales Engineering will be sufficient to analyze the intersection with the new signal)
- Signal timing for the new signal at Pony Express Parkway and 800 East/Seaside Drive will be completed by the City of Saratoga Springs
- Architectural design, artwork, and snow melt design will not be needed.
- Regular internal coordination meetings will generally be held on a weekly basis through the project duration.
- Construction support is not included at this time, but it may be added according to UTA's direction.

TASK 1 – PROJECT MANAGEMENT

Horrocks will provide overall direction and control for the work tasks as specified within this Scope of Work. Horrocks will be responsible for team coordination, including subconsultants; implementation of quality-control and quality-assurance measures; project reporting to UTA; and project documentation.

Inclusions:

- Project setup and administration
- Monthly invoicing to include hourly rates, hours, and direct costs incurred by the Consultant (and subconsultants) in performance of the contract for the project during the preceding accounting period.

- Monthly status reports including schedule status, a summary of work performed, milestones and deliverables, a record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining), and supporting documentation.
- Conduct bi-weekly Project Team meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Coordinate activities among consultant team members, UTA, and Stakeholders
- Develop a schedule and update it monthly.
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan

Assumptions:

- 13-month project duration (~Jan 2024 through ~Jan 2025)
- 12 months of bi-weekly status meetings with project stakeholders. These meetings will be held virtually except for the kickoff meeting.

Deliverables:

- Project schedule
- Monthly progress reports with invoices
- Meeting agendas and minutes
- Project Management Plan
- Quality Management plan

TASK 2 – DATA COLLECTION

Horrocks will gather existing data and information related to the project. These may include, but are not limited to, traffic studies, development plans/as-builts, roadway plans/as-builts, utility plans/as-builts, drainage plans/as-builts, transportation studies, and UTA and city standards, specifications, and cut sheets. Horrocks will also provide data collection as necessary to complete the work. Aerial surveys and preliminary Subsurface Utility Engineering (SUE) will be completed first to aid in the preliminary alternatives screening. After this process is complete, the final topographic surveys and mapping, the final SUE work, and the geotechnical investigations will be completed during the 30% design task.

Inclusions:

- Preliminary aerial imagery surveys (outside area of Figure 2 and Figure 3)
- Final topographic surveys and mapping, including survey control and tying it into a local coordinate system (inside area of Figure 2 and Figure 3)
- Preliminary SUE, Quality Level D (outside area of Figure 2 and Figure 3)
- Final SUE, Quality Level B/C for utilities within the projected limits of disturbance and Quality Level A for up to 10 potholes in Eagle Mountain and 6 potholes in Saratoga Springs (inside area of Figure 2 and Figure 3)

- Geotechnical investigations and reports, including pavement design, foundation recommendations for the pedestrian bridge and pedestrian tunnel, and soil characteristics and limitations (see the scope and fee proposal from RB&G, provided herein)
- Site visits from key personnel and critical design leads

Assumptions:

- Horrocks Team is not responsible to apply for and obtain permits beyond access permits needed to perform survey, utility investigations, and geotechnical investigations.
- Topographic/(ROW) survey does not include an ALTA or Record of Survey or setting property corners.
- Existing utilities are not substantially different than the following identified existing utilities:
 - o Overhead RMP corridor with two sets of power lines across EM site
 - o Underground high-pressure gas line across EM site
 - o Underground water line under Pony Express Pkwy in EM
 - o Underground sewer line under Pony Express Pkwy in EM
 - o Underground drainage lines under Pony Express Pkwy in EM
 - o Underground dry utility lines (gas, power, fiber/comm) under Pony Express Pkwy in EM
 - o Underground 36" sewer lines (two) under Pony Express Pkwy in SS
 - o Underground 36" and 30" drainage lines under Pony Express Pkwy in SS
 - o Underground 20" pressurized irrigation line under Saratoga Road in SS
 - o Underground 36" sewer line under Saratoga Road in SS
 - o Underground water line under Saratoga Road in SS
 - o Underground dry utility lines (gas, power, fiber/comm) under Pony Express Pkwy and Saratoga Road in SS
- See the geotechnical assumptions in the attached scope and fee proposal from RB&G

Deliverables:

- Aerial imagery files
- Topographic and utility survey base files in CAD
- Geotechnical reports (see the attached scope and fee proposal from RB&G)



Figure 2: Saratoga Springs General Survey Area



Figure 3: Eagle Mountain General Survey Area

TASK 3 – PRELIMINARY ALTERNATIVES DEVELOPMENT

Horrocks will work with UTA and primary stakeholders to create conceptual plan alternatives, develop screening criteria, conduct the screening process, and determine a preferred alternative for each site and for the project as a whole.

Inclusions:

- Obtain input from UTA Service Planners, Bus Operations, the cities of Saratoga Springs and Eagle Mountain, and Utah County to help determine elements to include in each concept.
- Develop initial concept layouts (2 or 3 per site)
- Discuss the concept layouts during scheduled team meetings for concept refinement guidance.
- Provide a modified set of conceptual layouts (2 or 3 per site)
- Develop screening criteria and conduct the screening process.
- Provide order-of-magnitude construction cost estimates for concept layouts.
- Provide a final preferred alternative for each site.

Assumptions:

- Two or three conceptual plan alternatives for each site will be developed.
- One of the sites will include bus circulation to access the operator restroom.
- Bus stops will be located in line with Pony Express Parkway and not within the park and ride facilities.
- Conceptual plans will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans and provide feedback within 2 weeks of each submittal.
- Modifications to the conceptual alternatives will not include substantial changes to the layouts.

Deliverables:

- Conceptual design alternatives in PDF format (electronic)
- Order-of-magnitude construction cost estimate for each concept
- Screening criteria and evaluation results
- Preferred alternative conceptual design in PDF format (electronic)

TASK 4 – ENVIRONMENTAL FIELD STUDIES

As part of the Park & Ride Facilities design project, Horrocks will complete:

- The necessary field studies to address resources contained in the FTA CatEx Checklist
- The appropriate resource memos/reports necessary for agency consultation
- The environmental permits (i.e. Section 404), if any, needed to construct the project

Horrocks will conduct field studies and provide documentation for the following environmental resources:

- Cultural (Section 106) Resources
- Aquatic resources (Section 404)
- Biological resources (ESA)

Cultural Resources

Horrocks will consult with UTA and the State Historic Preservation Office (SHPO) to determine an appropriate project Area of Potential Effect (APE) and to obtain a SHPO project number. Horrocks will conduct a Class I investigation of the proposed APE and will complete a Class III, intensive pedestrian level survey of the APE. Horrocks will prepare the appropriate survey documentation including the necessary reports, digital GIS data, etc. according to SHPO's e106 guidelines. The final submission package will be delivered to UTA for their review and use in consultation with the SHPO.

Aquatic Resources

Horrocks will conduct a desktop investigation of the proposed project areas to determine the potential for aquatic resources. If the presence of aquatic resources is determined to be likely, Horrocks will conduct an aquatic resources delineation according to the US Army Corps of Engineers (USACE) guidelines published in the Corps of Engineers Wetland Delineation Manual (1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008). Horrocks will prepare an Aquatic Resources Delineation Report consistent with USACE Sacramento District guidelines. The report will summarize the findings of the aquatic resources delineation and will identify which resources would likely be considered jurisdictional by the USACE (jurisdictional determinations are made by the USACE). The report and GIS data will be delivered to UTA for their review and use in consultation with the USACE.

Biological Resources

Horrocks will conduct a desktop review of potential biological resources likely to be present in the proposed project areas. This will include obtaining a list of threatened and endangered species and their critical habitats with the potential to be present in the project area from the US Fish and Wildlife Service's (USFWS) Online Information for Planning and Conservation system (IPAC) and a data request for recorded occurrences of protected species within the project area from the Utah Natural Heritage Program (UNHP). If necessary, Horrocks will conduct a field visit to assess habitat

within the project areas to determine the presences/absence of protected species and to determine the likelihood of the project impacting protected biological resources. A memo detailing the results of the desktop analysis and field visit will be prepared. The report will be delivered to UTA for their review and use in consultation with the USFWS.

Environmental Permitting

If it is determined that the proposed project would affect environmental resources (such as jurisdictional waters of the US) which would require permitting, Horrocks, in consultation with UTA, would prepare the necessary permit applications.

Assumptions:

- The following environmental resources identified in the FTA Categorical Exclusion worksheet typically do not require field studies and the scope provided assumes that Horrocks will not complete any work surrounding their documentation and analysis:
 - o Land use and zoning
 - o Land/Property acquisition, relocation, leases, and easements
 - o Environmental justice
 - o Visual/Aesthetics
 - o Park and recreation resources
 - o Noise and vibration
 - o Air quality
 - o Hazardous materials
 - o Farmland
 - o Floodplains
 - o Water resources and water quality
 - o Traffic and parking
 - o Utilities
- Horrocks will not be responsible for completing the FTA Region 8 Categorical Exclusion Worksheet
- Horrocks will not be responsible for consulting with federal agencies to determine final impacts to environmental resources.
- Horrocks will not be responsible for determining mitigation for impacted resources.
- A Section 404 Permit will be required to complete the project.
- If it is determined that additional field studies are needed, or, if it is determined that additional project sites need to be studied, Horrocks and UTA will renegotiate a cost and fee to complete environmental work not detailed above.

Deliverables:

- Cultural Resources submittal package (reports, digital GIS data, etc.) according to SHPO's e106 guidelines
- Aquatic Resources Delineation Report consistent with USACE Sacramento District guidelines and digital GIS data
- Biological Resources memo/report
- Permit applications (if needed)

TASK 5 – 30% DESIGN SUBMITTAL

The objective of this task is to coordinate and update the conceptual design for the park and ride facilities using additional topographic and geotechnical data. Plans at this phase will provide sufficient detail to determine potential impacts to existing features.

Inclusions:

- Analysis of public records and plotting property boundaries in CAD in conjunction with the survey and SUE drawings
- Traffic safety review for the proposed bus stop locations
- Traffic analysis of the Pony Express Parkway and 800 East/Seaside Dr intersection to verify its configuration will work with the proposed traffic signal.
- Roll Plot for each site
- Quality control
- Prepare an outline of specifications and special provisions.

Assumptions:

- The Pony Express Parkway and 800 East/Seaside Dr intersection will not need to be reconfigured.
- Pony Express Parkway and 800 East in SS and EM will not need redesigned except to insert bus turnouts (if desired) and to tie in the proposed parking lots, pedestrian walks/trails/structures, utilities, and drainage pipes.
- The storm drain for each site will tie into the corresponding city's storm drain system (no direct connection to the Jordan River)
- Roll plots will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review roll plots within 2 weeks of the submittal.

Deliverables:

- 30% design drawings in PDF format (electronic)
- Outline of construction specifications and special provisions
- 30% review meeting comments

TASK 6 – 60% DESIGN SUBMITTAL

The work in this task includes refining the park and ride facility and bus stop layouts based on comments received during the 30% design review. It also includes progressing the design to include other disciplines to complete design development plans. Upon completion of Project Stakeholders review of the 60% plans, we will attend a 60% review meeting and a team walkthrough at each site.

Inclusions:

- Revising and progressing the 30% roll plot
- Drainage study for each site
- Title sheet, survey control sheet, demolition plans (1 at each site), site plans (2 at each site), grading plans (2 at each site), drainage/utility plans (4 at each site), plan/profile sheets (2 at each site), a site/utility details sheet, typical sections sheet, landscaping and irrigation plans (4 at each site), traffic signal plans (2 sheets), and site lighting plans (2 at each site)
- ROW exhibits and legal descriptions (2 of each at each site)

- Landscape plant list, ground cover materials, and irrigation product list
- Identify the water and power connection points for the irrigation system design.
- Landscape water use calculations per city standards.
- Begin coordination with self-performing (design and construction) utilities (e.g., gas, power, fiber optic/communication companies)
- Quality control
- Update the cost estimate.
- Complete and submit permitting applications.
- Prepare a draft of the specifications and special provisions.

Assumptions:

- The list/number of estimated plans for the 60% submittal is not exact and may vary slightly.
- Review plan sets will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans within 2 weeks of the submittal.
- 60% review meeting and site visit held on the same day.
- ROW acquisition/agreement documents are limited to two exhibits and two legal descriptions for each site (a subdivision plat or amended plat is not included)
- ROW negotiation, acquisition, agreements, and recordings will be completed by UTA.
- Existing wet utility (storm drain, pressurized irrigation, water, and sewer) relocations will be minor (loops/adjustments for bus stops and at tie-ins)

Deliverables:

- 60% design drawings in PDF format (electronic)
- Draft construction specifications and special provisions
- Updated capital cost estimate
- ROW acquisition documents
- 60% review meeting comments

TASK 7 – FINAL DESIGN SUBMITTAL PACKAGE

The work in this task includes refining and updating all previously created designs and plan sheets to a 100% level. Revisions will be made to address the comments received during the 60% design review and updates/refinements will be made to progress all plan sheets and details to a state necessary for construction of the project. Upon completion of Project Stakeholders review of the 100% plans, we will attend a 100% review meeting and perform minor modifications requested from the review meeting to produce a “Released for Construction” plan set and specifications. The work in this task also includes advertising support by answering bid questions related to the design and supporting addenda production.

Inclusions:

- Revising and progressing the 60% plans
- Addition of project notes sheets (2 sheets), horizontal control sheets (4 sheets), drainage/utility sections and profiles (2 sheets), site/utility details sheets (2 more sheets), erosion control plans and details (3 sheets), landscaping and irrigation plans (2 more at

each site), traffic signal plans (3 more sheets), site lighting plans (2 more at each site), and traffic control plans (2 at each site)

- Lighting design for the bus stops and shelters and parking lots with photometrics in select areas
- Power and fiber connections to the bus stops
- COMcheck and lighting controls
- Quality control
- Finalize the cost estimate.
- Prepare final specifications and special provisions.
- Advertisement support

Assumptions:

- The list/number of estimated plans for the 100% submittal is not exact and may vary slightly.
- Review plan sets will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans within 2 weeks of the submittal.
- One update of plans after the 100% review meeting is included.
- Signal design will use UDOT standards.
- Lighting renderings; commissioning or testing of electrical lighting, or AV systems or equipment; emergency generator power design for non-life safety; heat trace design; lightning protection system design; photovoltaic power system design; telecommunications backbone and structured cabling design; integrated intrusion detection and car access system design; video surveillance IP camera security system design; intercom/paging system design; clock system design; audio/video system design; LEED design; telephone and computer active electronic equipment; audio/video active equipment design; public safety distributed antenna system design per IFC and NFPA; and neutral host distributed antenna system design are not included
- UTA will assemble the bidding/contracting documents and facilitate the bid advertisement (attending bid-related meetings, providing bid addenda and revised project documents, and assisting with the contractor selection is not included)
- Construction phase services (for items such as attending pre-construction meetings, responding to Requests for Information, and preparing as-built drawings) are not currently included in this scope of work but can be added with a contract modification at UTA's discretion.
- Self-performing utility companies will provide complete design plans and estimates.

Deliverables:

- 100% design drawings in PDF format (electronic)
- Final construction specifications and special provisions
- Final capital cost estimate
- ROW acquisition documents
- 100% review meeting comments
- Stamped and signed "Released for Construction" design drawings.

TASK 8 – PUBLIC OUTREACH

Public outreach support is limited to providing graphics support and summary of project elements and activities to UTA for distribution at their discretion and no hard-copy materials will be prepared.

Inclusions:

- Coordination with UTA and providing project-related graphics and information.

Assumptions:

- UTA will lead public outreach efforts.

Deliverables:

- Public outreach materials in electronic format

RB&G Proposal

November 15, 2023
Ryan Kitchen, P.E., Project Manager
Horrocks Engineers, Inc.
2162 W. Grove Parkway, Suite 100
Pleasant Grove, UT 84062

Re: UTA Utah County Park & Ride Facilities Design – Geotechnical Investigation
Revision 2

Dear Ryan:

In accordance with your request, we are outlining below our revised proposal to perform a geotechnical investigation for the two proposed Utah County Park & Ride facilities for Utah Transit Authority (UTA). This revision includes reduced scope from what was assumed in the previous proposal. The Park & Ride facilities will be located in Saratoga Springs just east of the Jordan River and on the north of Pony Express Parkway, and in Eagle Mountain on the north side of Pony Express Parkway in the power line corridor east of Ranches Parkway. Based on our discussions and the figures included in the SOQ we have assumed the following design features:

- Saratoga Springs:
 - 1.5-acre parking lot
 - Two bus stops on Pony Express Parkway
 - A new traffic signal on Pony Express Parkway
 - Two possible access road options to connect to the future 800 East road
- Eagle Mountain
 - 1.5-acre parking lot
 - Two bus stops on Pony Express Parkway

Recommended geotechnical investigation boring spacing for parking lot pavement designs and related improvements varies in the range of 1 boring per 10,000 to 25,000 square feet.

We have developed our proposed investigation using a boring distribution of about 1 acre, supplemented with Dynamic Cone Penetrometer (DCP) testing such that the total distribution of borings and DCP tests averages approximately 1 per 20,000 square feet. Consistent with our typical investigation approach for pavement design, we propose to drill each boring to a depth of 10 feet below the existing ground surface. DCP tests will typically extend to about 3 feet below the ground surface.

Two additional borings to a depth of 10 ft will be drilled along the proposed roadway alternatives for the Saratoga Springs access roads. One additional boring to a depth of 10 feet and three additional DCP tests will be performed at the bus stop locations (one investigation within each bus stop). A 30 ft boring is planned for the signal location.

The proposed test holes are summarized in the following table:

Location	Feature	Borings	Depth (ft)	Total Depth (ft)	DCP
Saratoga Springs	Parking Lot Pavement	2	10	20	2
	Bus Stops	1	10	10	1
	Signal	1	30	30	
Eagle Mountain	Parking Lot Pavement	2	10	20	2
	Bus Stops	1	10	10	1
Total		7		90	6

Based upon the findings of the field investigations and the results of appropriate laboratory tests, our geotechnical findings, pavement and foundation design recommendations will be presented in a written report. Our proposal to perform the soil investigation based upon the above scope of work is described below.

1. SUBSURFACE INVESTIGATION

We propose to furnish all labor, materials, and equipment to perform the work indicated above. Sampling in the borings will be performed continuously in the upper 5 feet then at three-foot to five-foot depth intervals. The borings will be logged in the field and each sample will be classified visually according to the Unified Soil Classification System. If groundwater is encountered, the depth to the water table will be noted on the boring logs. Temporary slotted pipes will be left in selected borings at each site to measure water levels in the borings at least 24 hours after drilling.

Standard penetration test values will be recorded at each split-spoon sampling depth in the borings. Where cohesive soils are encountered, thin-walled (Shelby) tube samples will be obtained for appropriate laboratory testing.

DCP testing will be performed to a depth of approximately 3 feet, unless refusal is encountered at a shallower depth.

Our proposed scope of work includes time to attend up to 3 internal project coordination meetings as requested.

2. LABORATORY TESTING

The exact type and number of laboratory tests cannot be completely defined until the field investigations have been completed. The anticipated testing program is shown on the attached cost sheet. The testing has been defined in terms of the number, type, and unit cost so that modifications can be made in the total cost for the laboratory testing, depending upon the actual tests performed. No additional tests will be performed without authorization from your organization.

Soil samples not used for laboratory testing will be retained for 60 days following submittal of our geotechnical report, after which they will be discarded unless other arrangements for sample storage are made.

3. ANALYSIS AND REPORT

The results of the field and laboratory tests will be analyzed and summarized in a written report to be submitted electronically. Hard copies will be provided upon request. The information contained in the report will include the following: (1) Geological and Existing Site Conditions, (2) Subsurface Soil and Water Conditions, (3) Foundation Considerations and Recommendations, (4) Site Preparation and Compacted Fill Requirements, (5) Pavement Design Recommendations, and (6) The Results of Field and Laboratory Tests.

The breakdown of costs for each of the tasks identified above is detailed in the attached cost sheet. We have made the following assumptions in developing our cost:

- Permitting fees from Eagle Mountain, Saratoga Springs, and Utah County will be waived,
- Time to coordinate permitting or for access agreements with the city and county will not exceed 4 hours,
- Traffic control for investigations on Pony Express Parkway will be minimal with typical shoulder work setups,
- Pavement design will include a flexible and rigid pavement options using 1993 AASHTO Guide for the Design of Pavement Structures for Flexible Pavements and the 1998 Supplement to AASHTO Guide for the Design of Pavement Structures for rigid pavement, Traffic and structural loads will be provided by others,
- The geotechnical analysis and report will follow the Quality Management Plan included in the SOQ.

Exhibit B – Pricing

23-03780VW Utah County Park & Ride Facilities		
Labor Summary		
Task	Hours	Subtotal
Task 1 - PROJECT MANAGEMENT	398	73,953
Task 2 - DATA COLLECTION	463	57,592
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	298	53,387
Task 4 - ENVIRONMENTAL FIELD STUDIES	344	39,899
Task 5 - 30% DESIGN SUBMITTAL	193	32,941
Task 6 - 60% DESIGN SUBMITTAL	1,080	153,460
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	995	143,449
Task 8 - PUBLIC OUTREACH	64	6,742
Total Labor	3,835	\$ 561,424
Escalation		\$ 33,688
Total Direct Expenses		\$ 49,480
Total	3,835	\$ 644,592

Not to exceed \$644,592.

Firm	HORROCKS ENGINEERS		23-03780VW Utah County Park & Ride Facilities														
	Employee	Ryan Kitchen	Trevor Price	Jodi Pearson	Ryan Dummer	Drew Geiger	Cameron Coomes	Caitlyn Nielsen	Daxen Smith	Zach Scott	Mackelle Hendrix	Ashley Dowell	Andrew Booth	Scott Newin	Brett Brady	Kayla Hoover	Josh Jolley
	Title/Role	Project Manager	Lead Designer	Conceptual Design Lead	Civil/Drainage Design Lead	Utilities Coordinator	CAD Designer	CAD Designer	CAD Technician	Landscaping Design Lead	Landscaping CAD Support	Traffic / Signals / MOT Lead	Signal Designer	Traffic Engineer	Structures Design Lead	Structures Design Support	Structures CAD Support
	Basic Hourly Rate (\$)	68.75	69.23	92.30	44.93	69.23	45.91	43.27	34.21	54.57	32.55	69.47	40.86	50.00	91.34	43.92	35.10
169.96%	Overhead (\$)	116.850	117.660	156.870	76.360	117.660	78.030	73.540	58.140	92.750	55.320	118.070	69.450	84.980	155.240	74.650	59.660
11%	Fee (\$)	20.42	20.56	27.41	13.34	20.56	13.63	12.85	10.16	16.21	9.67	20.63	12.13	14.85	27.12	13.04	10.42
	Fully Burdened Rate (\$)	\$206.02	\$207.45	\$276.58	\$134.63	\$207.45	\$137.57	\$129.66	\$102.51	\$163.53	\$97.54	\$208.17	\$122.44	\$149.83	\$273.70	\$131.61	\$105.18
Tasks and Subtasks																	
Task 1 - PROJECT MANAGEMENT		148	28	22	58	8	0	0	0	8	0	12	0	0	0	0	0
	Project Admin/Management (Assume 13 months)	60															
	Project Kickoff Meeting (in person)	6	4	4	6							4					
	Project Team Meetings (bi-weekly for 12 months) (virtual)	48	24	8	48	8				8		8					
	Prepare and Maintain Schedule	16			4												
	Prepare Project Management Plan (PMP)	16		2													
	Prepare Quality Management Plan (QMP)	2		8													
Task 2 - DATA COLLECTION		16	6	2	24	8	0	0	0	2	2	0	2	0	0	0	0
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	6	2		12	4											
	Site Visits	4	4	2	4					2		2					
	Preliminary Aerial Surveys (2 sites)				2												
	Final Topographic Surveys (2 sites)	2			2												
	Preliminary SUE (QLD) (2 sites)																
	Final SUE (QLA/B/C) (2 sites)	2			2	4											
	Geotechnical Investigations & Reports (2 sites)	2			2												
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT		44	18	58	100	12	30	0	16	2	6	2	0	10	0	0	0
	Internal Team Design Meetings (weekly) & Coordination	24	12	16	24	8											
	Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)	12		24	48		30							8			
	Develop Screening Criteria and Conduct Screening Process	4	4	16	4	4								2			
	Prepare Order-of-magnitude Cost Estimate for each concept	4	2	2	24				16	2	6	2					
Task 4 - ENVIRONMENTAL FIELD STUDIES		2	2	0	6	0	0	0	0	0	0	0	0	0	0	0	0
	Meetings & Coordination	2	2		6												
	Cultural Resources Fieldwork/Reporting																
	Aquatic Resources Fieldwork/Reporting																
	Wildlife Resources Fieldwork/Reporting																
	Section 404 Permitting																
Task 5 - 30% DESIGN SUBMITTAL		22	18	8	40	12	12	0	16	2	0	0	2	12	0	0	0
	Internal Team Design Meetings (weekly) & Coordination	12	6	4	12	4											
	Stakeholder/Utility Coordination	2			8	8											
	Research/Determine Property Boundaries (2 sites)																
	Traffic Safety & Configuration Review				4									12			
	Prepare 30% Roll Plot (2 sites)	6	6		12		12		16								
	Internal QC/QA		4	4													
	Prepare Outline of Specifications/Special Provisions	2	2		4					2			2				

Task 6 - 60% DESIGN SUBMITTAL	50	68	14	190	24	144	56	256	46	62	28	36	4	0	0	0
Internal Team Design Meetings (weekly) & Coordination	24	12	4	24	4				12		6					
Stakeholder/Utility Coordination	2			16	8											
Prepare a Drainage Study (2 sites)		2		24			16	8								
Prepare 60% Drawings (2 sites)	8	12	2	76	2	144	40	232	16	56	8	28	4			
Prepare Permitting Applications				8	8											
Internal QC/QA		24	8		2				4		2					
Prepare LG Agreement Exhibits/Descriptions				2												
Update Cost Estimate	2	2		8				16	2	6	2	4				
Prepare Draft Project Specifications/Special Provisions	2	8		24					4		2	4				
Attend 60% Review Site Visit	6	4		4					4		4					
Attend and Document 60% Review Meeting (in-person)	6	4		4					4		4					
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	58	76	16	142	10	168	48	212	62	72	30	30	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination	24	12	2	24	2				8		8					
Stakeholder/Utility Coordination	2	2		8	4											
Prepare 100% Drawings (2 sites)	12	12	2	60	2	160	40	172	18	52	8	20				
Internal QC/QA		24	12		2				10		2					
Finalize LG Agreement Exhibits/Descriptions				2												
Update Cost Estimate	2	2		8				16	2	8	2	4				
Prepare Final Project Specifications/Special Provisions	2	4		8					12		2	4				
Attend and Document 100% Review Meeting (in-person)	6	4		4					4		4					
Update 100% Documents for Final Submittal/Advertising	2	8		16		8	8	24	6	12	2	2				
Provide Advertising Support	8	8		12					2		2					
Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0										
Provide Graphics and Other Public Outreach Support																
Labor Subtotals	340	216	120	560	74	354	104	500	122	140	74	68	26	0	0	0
Total Direct Labor	\$70,046.80	\$44,809.20	\$33,189.60	\$75,392.80	\$15,351.30	\$48,699.78	\$13,484.64	\$51,255.00	\$19,950.66	\$13,655.60	\$15,404.58	\$8,325.92	\$3,895.58	\$ -	\$ -	\$ -
Escalation Total	\$ 4,203	\$ 2,689	\$ 1,991	\$ 4,524	\$ 921	\$ 2,922	\$ 809	\$ 3,075	\$ 1,197	\$ 819	\$ 924	\$ 500	\$ 234	\$ -	\$ -	\$ -
Total Labor Budget	\$ 74,250	\$ 47,498	\$ 35,181	\$ 79,917	\$ 16,272	\$ 51,622	\$ 14,294	\$ 54,330	\$ 21,148	\$ 14,475	\$ 16,329	\$ 8,826	\$ 4,130	\$ -	\$ -	\$ -
Direct Expenses																
Mileage (site visits and meetings)																
SUE - Test Holes (Assume 10 in EM, 6 in SS)																
SUE - Traffic Control and Permits																
Geotechnical Investigations and Reporting (RB&G)																
Total Cost	\$ 74,250	\$ 47,498	\$ 35,181	\$ 79,917	\$ 16,272	\$ 51,622	\$ 14,294	\$ 54,330	\$ 21,148	\$ 14,475	\$ 16,329	\$ 8,826	\$ 4,130	\$ -	\$ -	\$ -

Firm	HORROCKS ENGINEERS																		
Employee	Scott Bishop	Joe Carr	Trevor Jensen	Heather Kinsey	Logan Atkinson	Kade Olson	Kylee Olson	Travis Taylor	Ryan Merrill	Kaydee Bugden	Kendrick Kidney	Jackson Koski	Riley Kinsey	Curtis Rhoades	Josh Fenn	Jackson Boss	Victor Peterson	Jerry Slaugh	
Title/Role	RDW Lead	RDW Design Technicia	Survey Lead	Survey Design Technicia	Survey RDW Technicia	Survey CAD Technicia	Survey CAD Technicia	Survey CAD Technicia	SUE Manager	SUE Field Technicia	SUE Field Technicia	SUE CADD							
169.96%	Basic Hourly Rate (\$)	87.98	50.07	69.95	56.49	26.40	40.14	37.95	37.26	27.82	28.75	34.16	21.70	23.87	22.50	59.61	30.24	29.15	46.07
11%	Overhead (\$)	149.530	85.100	118.890	96.010	44.870	68.220	64.500	63.330	47.280	48.860	58.060	36.880	40.570	38.240	101.310	51.400	49.540	78.300
	Fee (\$)	26.13	14.87	20.77	16.78	7.84	11.92	11.27	11.06	8.26	8.54	10.14	6.44	7.09	6.68	17.70	8.98	8.66	13.68
	Fully Burdened Rate (\$)	\$263.64	\$150.04	\$209.61	\$169.28	\$79.11	\$120.28	\$113.72	\$111.65	\$83.36	\$86.15	\$102.36	\$65.02	\$71.53	\$67.42	\$178.62	\$90.62	\$87.35	\$138.05
Tasks and Subtasks																			
Task 1 - PROJECT MANAGEMENT																			
	Project Admin/Management (Assume 13 months)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Project Kickoff Meeting (in person)																		
	Project Team Meetings (bi-weekly for 12 months) (virtual)																		
	Prepare and Maintain Schedule																		
	Prepare Project Management Plan (PMP)																		
	Prepare Quality Management Plan (QMP)																		
Task 2 - DATA COLLECTION																			
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	0	0	16	12	48	52	28	8	8	4	8	4	4	8	16	40	40	64
	Site Visits																		
	Preliminary Aerial Surveys (2 sites)			16		24	28												
	Final Topographic Surveys (2 sites)				12	24	24	28	8	8	4	8	4	4	8				
	Preliminary SUE (QLD) (2 sites)															8			32
	Final SUE (QLA/B/C) (2 sites)															8	40	40	32
	Geotechnical Investigations & Reports (2 sites)																		
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT																			
	Internal Team Design Meetings (weekly) & Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)																		
	Develop Screening Criteria and Conduct Screening Process																		
	Prepare Order-of-magnitude Cost Estimate for each concept																		
Task 4 - ENVIRONMENTAL FIELD STUDIES																			
	Meetings & Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Cultural Resources Fieldwork/Reporting																		
	Aquatic Resources Fieldwork/Reporting																		
	Wildlife Resources Fieldwork/Reporting																		
	Section 404 Permitting																		
Task 5 - 30% DESIGN SUBMITTAL																			
	Internal Team Design Meetings (weekly) & Coordination	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Stakeholder/Utility Coordination																		
	Research/Determine Property Boundaries (2 sites)	8	16																
	Traffic Safety & Configuration Review																		
	Prepare 30% Roll Plot (2 sites)																		
	Internal QC/QA																		
	Prepare Outline of Specifications/Special Provisions																		

Task 6 - 60% DESIGN SUBMITTAL	8	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination																			
Stakeholder/Utility Coordination																			
Prepare a Drainage Study (2 sites)																			
Prepare 60% Drawings (2 sites)																			
Prepare Permitting Applications																			
Internal QC/QA																			
Prepare LG Agreement Exhibits/Descriptions	8	32																	
Update Cost Estimate																			
Prepare Draft Project Specifications/Special Provisions																			
Attend 60% Review Site Visit																			
Attend and Document 60% Review Meeting (in-person)																			
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination																			
Stakeholder/Utility Coordination																			
Prepare 100% Drawings (2 sites)																			
Internal QC/QA																			
Finalize LG Agreement Exhibits/Descriptions	2	8																	
Update Cost Estimate																			
Prepare Final Project Specifications/Special Provisions																			
Attend and Document 100% Review Meeting (in-person)																			
Update 100% Documents for Final Submittal/Advertising																			
Provide Advertising Support																			
Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Provide Graphics and Other Public Outreach Support																			
Labor Subtotals	18	56	16	12	48	52	28	8	8	4	8	4	4	8	16	40	40	64	
Total Direct Labor	\$4,745.52	\$8,402.24	\$3,353.76	\$2,031.36	\$3,797.28	\$6,254.56	\$3,184.16	\$ 893.20	\$ 666.88	\$ 344.60	\$ 818.88	\$ 260.08	\$ 286.12	\$ 539.36	\$2,857.92	\$3,624.80	\$3,494.00	\$8,835.20	
Escalation Total	\$ 285	\$ 504	\$ 201	\$ 122	\$ 228	\$ 375	\$ 191	\$ 54	\$ 40	\$ 21	\$ 49	\$ 16	\$ 17	\$ 32	\$ 171	\$ 217	\$ 210	\$ 530	
Total Labor Budget	\$ 5,031	\$ 8,906	\$ 3,555	\$ 2,153	\$ 4,025	\$ 6,630	\$ 3,375	\$ 947	\$ 707	\$ 366	\$ 868	\$ 276	\$ 303	\$ 571	\$ 3,029	\$ 3,842	\$ 3,704	\$ 9,365	
Direct Expenses																			
Mileage (site visits and meetings)																			
SUE - Test Holes (Assume 10 in EM, 6 in SS)																			
SUE - Traffic Control and Permits																			
Geotechnical Investigations and Reporting (RB&G)																			
Total Cost	\$ 5,031	\$ 8,906	\$ 3,555	\$ 2,153	\$ 4,025	\$ 6,630	\$ 3,375	\$ 947	\$ 707	\$ 366	\$ 868	\$ 276	\$ 303	\$ 571	\$ 3,029	\$ 3,842	\$ 3,704	\$ 9,365	

Firm	HORROCKS ENGINEERS														
Employee	Garrett Todd	Tracy Olson	Brandon Carrick	Phil Moehle	Doug Jacobson	Aaron Woods	Brianne Murdoch	Nathan Clarke	Mirra Barnes	Marley Madsen	Kate Williams	Tess Fox	Alyssa Apaza	Jordan De Mik	
Title/Role	SUE Field Lead	SUE Support	SUE GIS Support	SUE Survey Support	Environmental Lead	Cultural Resources	Cultural Resources	Aquatic Resources	Aquatic Resources	T&E and Wildlife Resources	Public Outreach Manager	Public Outreach Specialist	Public Outreach Coordinat	Graphics	
Basic Hourly Rate (\$)	35.75	26.25	44.72	54.47	39.85	48.09	27.67	42.41	29.00	43.40	35.67	31.25	26.12	34.85	
Overhead (\$)	60.760	44.610	76.010	92.580	67.730	81.730	47.030	72.080	49.290	73.760	60.620	53.110	44.390	59.230	
11% Fee (\$)	10.62	7.79	13.28	16.18	11.83	14.28	8.22	12.59	8.61	12.89	10.59	9.28	7.76	10.35	
Fully Burdened Rate (\$)	\$107.13	\$78.65	\$134.01	\$163.23	\$119.41	\$144.10	\$82.92	\$127.08	\$86.90	\$130.05	\$106.88	\$93.64	\$78.27	\$104.43	
Tasks and Subtasks															
Task 1 - PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Project Admin/Management (Assume 13 months)															
Project Kickoff Meeting (in person)															
Project Team Meetings (bi-weekly for 12 months) (virtual)															
Prepare and Maintain Schedule															
Prepare Project Management Plan (PMP)															
Prepare Quality Management Plan (QMP)															
Task 2 - DATA COLLECTION	4	16	4	5	0	0	0	0	0	0	0	0	0	0	
Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)															
Site Visits															
Preliminary Aerial Surveys (2 sites)															
Final Topographic Surveys (2 sites)															
Preliminary SUE (QLD) (2 sites)		16	4	2											
Final SUE (QLA/B/C) (2 sites)	4			3											
Geotechnical Investigations & Reports (2 sites)															

Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)															
Develop Screening Criteria and Conduct Screening Process															
Prepare Order-of-magnitude Cost Estimate for each concept															
Task 4 - ENVIRONMENTAL FIELD STUDIES	0	0	0	0	76	44	46	76	60	20	0	0	0	0	0
Meetings & Coordination					44										
Cultural Resources Fieldwork/Reporting					8	44	46								
Aquatic Resources Fieldwork/Reporting					8			36	40						
Wildlife Resources Fieldwork/Reporting					8					20					
Section 404 Permitting					8			40	20						
Task 5 - 30% DESIGN SUBMITTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Research/Determine Property Boundaries (2 sites)															
Traffic Safety & Configuration Review															
Prepare 30% Roll Plot (2 sites)															
Internal QC/QA															
Prepare Outline of Specifications/Special Provisions															
Task 6 - 60% DESIGN SUBMITTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Prepare a Drainage Study (2 sites)															
Prepare 60% Drawings (2 sites)															
Prepare Permitting Applications															
Internal QC/QA															
Prepare LG Agreement Exhibits/Descriptions															
Update Cost Estimate															
Prepare Draft Project Specifications/Special Provisions															
Attend 60% Review Site Visit															
Attend and Document 60% Review Meeting (in-person)															
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Prepare 100% Drawings (2 sites)															
Internal QC/QA															
Finalize LG Agreement Exhibits/Descriptions															
Update Cost Estimate															
Prepare Final Project Specifications/Special Provisions															
Attend and Document 100% Review Meeting (in-person)															
Update 100% Documents for Final Submittal/Advertising															
Provide Advertising Support															

Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0	0	0	0	0	0	24	0	0	40
Provide Graphics and Other Public Outreach Support												24			40
Labor Subtotals	4	16	4	5	76	44	46	76	60	20	24	0	0	40	
Total Direct Labor	\$ 428.52	\$ 1,258.40	\$ 536.04	\$ 816.15	\$ 9,075.16	\$ 6,340.40	\$ 3,814.32	\$ 9,658.08	\$ 5,214.00	\$ 2,601.00	\$ 2,565.12	\$ -	\$ -	\$ 4,177.20	
Escalation Total	\$ 26	\$ 76	\$ 32	\$ 49	\$ 545	\$ 380	\$ 229	\$ 579	\$ 313	\$ 156	\$ 154	\$ -	\$ -	\$ 251	
Total Labor Budget	\$ 455	\$ 1,334	\$ 568	\$ 865	\$ 9,620	\$ 6,720	\$ 4,043	\$ 10,237	\$ 5,527	\$ 2,757	\$ 2,719	\$ -	\$ -	\$ 4,428	
Direct Expenses															
Mileage (site visits and meetings)															
SUE - Test Holes (Assume 10 in EM, 6 in SS)															
SUE - Traffic Control and Permits															
Geotechnical Investigations and Reporting (RB&G)															
Total Cost	\$ 455	\$ 1,334	\$ 568	\$ 865	\$ 9,620	\$ 6,720	\$ 4,043	\$ 10,237	\$ 5,527	\$ 2,757	\$ 2,719	\$ -	\$ -	\$ 4,428	

Firm		HORROCKS ENGINEERS						
	Employee	Heidi Preston	Sharel Copley	Lisa Blackwelder				
	Title/Role	Project Accountant	Administrative Support	Technical Editor	Direct Expense(s)	Totals		
	Basic Hourly Rate (\$)	35.25	31.65	43.43				
169.96%	Overhead (\$)	59.910	53.79	73.810				
11%	Fee (\$)	10.47	9.40	12.90				
	Fully Burdened Rate (\$)	\$105.63	\$94.84	\$130.14				
Tasks and Subtasks						Hours	Budget	
Task 1 - PROJECT MANAGEMENT		24	24	8		340	\$ 61,511	
	Project Admin/Management (Assume 13 months)	24	24			108	\$ 17,172	
	Project Kickoff Meeting (in person)					24	\$ 4,813	
	Project Team Meetings (bi-weekly for 12 months) (virtual)					152	\$ 28,176	
	Prepare and Maintain Schedule					20	\$ 3,835	
	Prepare Project Management Plan (PMP)			4		22	\$ 4,370	
	Prepare Quality Management Plan (QMP)			4		14	\$ 3,145	
Task 2 - DATA COLLECTION		0	0	0		449	\$ 55,010	
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)					24	\$ 4,096	
	Site Visits					18	\$ 3,489	
	Preliminary Aerial Surveys (2 sites)					70	\$ 8,890	
	Final Topographic Surveys (2 sites)					136	\$ 14,491	
	Preliminary SUE (QLD) (2 sites)					62	\$ 7,967	
	Final SUE (QLA/B/C) (2 sites)					135	\$ 15,395	
	Geotechnical Investigations & Reports (2 sites)					4	\$ 681	

Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	0	0	0	298	\$ 53,387	Check Hrs	298
Internal Team Design Meetings (weekly) & Coordination				84	\$ 16,750	Check Cost	\$ 53,387
Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)				122	\$ 20,898		
Develop Screening Criteria and Conduct Screening Process				34	\$ 7,747		
Prepare Order-of-magnitude Cost Estimate for each concept				58	\$ 7,992		
Task 4 - ENVIRONMENTAL FIELD STUDIES	0	0	12	344	\$ 39,899	Check Hrs	344
Meetings & Coordination				54	\$ 6,889	Check Cost	\$ 39,899
Cultural Resources Fieldwork/Reporting			4	102	\$ 11,631		
Aquatic Resources Fieldwork/Reporting			4	88	\$ 9,527		
Wildlife Resources Fieldwork/Reporting			4	32	\$ 4,077		
Section 404 Permitting				68	\$ 7,776		
Task 5 - 30% DESIGN SUBMITTAL	0	0	0	168	\$ 28,524	Check Hrs	168
Internal Team Design Meetings (weekly) & Coordination				38	\$ 7,269	Check Cost	\$ 28,524
Stakeholder/Utility Coordination				18	\$ 3,149		
Research/Determine Property Boundaries (2 sites)				24	\$ 4,510		
Traffic Safety & Configuration Review				16	\$ 2,336		
Prepare 30% Roll Plot (2 sites)				52	\$ 7,387		
Internal QC/QA				8	\$ 1,936		
Prepare Outline of Specifications/Special Provisions				12	\$ 1,937		

Task 6 - 60% DESIGN SUBMITTAL	0	0	0	1,018	\$ 143,468	Check Hrs	1018
Internal Team Design Meetings (weekly) & Coordination				86	\$ 15,813	Check Cost	\$ 143,468
Stakeholder/Utility Coordination				26	\$ 4,226		
Prepare a Drainage Study (2 sites)				50	\$ 6,541		
Prepare 60% Drawings (2 sites)				628	\$ 77,888		
Prepare Permitting Applications				16	\$ 2,737		
Internal QC/QA				40	\$ 8,677		
Prepare LG Agreement Exhibits/Descriptions				42	\$ 7,180		
Update Cost Estimate				42	\$ 5,363		
Prepare Draft Project Specifications/Special Provisions				44	\$ 6,863		
Attend 60% Review Site Visit				22	\$ 4,091		
Attend and Document 60% Review Meeting (in-person)				22	\$ 4,091		
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	0	0	0	934	\$ 133,208	Check Hrs	934
Internal Team Design Meetings (weekly) & Coordination				80	\$ 14,607	Check Cost	\$ 133,208
Stakeholder/Utility Coordination				16	\$ 2,734		
Prepare 100% Drawings (2 sites)				558	\$ 70,967		
Internal QC/QA				50	\$ 10,764		
Finalize LG Agreement Exhibits/Descriptions				12	\$ 1,997		
Update Cost Estimate				44	\$ 5,558		
Prepare Final Project Specifications/Special Provisions				32	\$ 5,187		
Attend and Document 100% Review Meeting (in-person)				22	\$ 4,091		
Update 100% Documents for Final Submittal/Advertising				88	\$ 11,637		
Provide Advertising Support				32	\$ 5,667		

Task 8 - PUBLIC OUTREACH	0	0	0		64	\$ 6,742	Check Hrs	64
Provide Graphics and Other Public Outreach Support					64	\$ 6,742	Check Cost	\$ 6,742
Labor Subtotals	24	24	20		3,615	521,750	Check Hrs	3615
Total Direct Labor	\$ 2,535.12	\$ 2,276.16	\$ 2,602.80				Check cost	\$ 521,750
Escalation Total	\$ 152	\$ 137	\$ 156			\$ 31,306		
Total Labor Budget	\$ 2,687	\$ 2,413	\$ 2,759	\$ -		\$ 553,057		
Direct Expenses				\$ 49,400		\$ 49,400		
Mileage (site visits and meetings)				\$ 2,100				
SUE - Test Holes (Assume 10 in EM, 6 in SS)				\$ 25,600				
SUE - Traffic Control and Permits				\$ 3,700				
Geotechnical Investigations and Reporting (RB&G)				\$ 18,000				
Total Cost	\$ 2,687	\$ 2,413	\$ 2,759	\$ 49,400		\$ 602,457		

Firm	SPECTRUM ENGINEERS		23-03780VW Utah County Park & Ride Facilities							
	Employee						Direct Expense(s)	Totals		
	Title/Role	Project Manager	Principal Engineer	Project Engineer	BIM Modeler	Systems Consultant				
	Basic Hourly Rate (\$)	95.00	70.00	55.00	35.00	50.00				
164.37%	Overhead (\$)	156.150	115.060	90.400	57.530	82.190				
11%	Fee (\$)	27.63	20.36	15.99	10.18	14.54				
	Fully Burdened Rate (\$)	\$278.78	\$205.42	\$161.39	\$102.71	\$146.73				
Tasks and Subtasks								Hours	Budget	
Task 1 - PROJECT MANAGEMENT		24	6	28	0	0		58	\$ 12,442	Check Hrs 58
	Project Admin/Management (Assume 13 months)	16		16				32	\$ 7,043	Check Cost \$ 12,442
	Project Kickoff Meeting (in person)	2						2	\$ 558	
	Project Team Meetings (bi-weekly for 12 months) (virtual)	6	6	12				24	\$ 4,842	
Task 2 - DATA COLLECTION		2	2	10	0	0		14	\$ 2,582	Check Hrs 14
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	1	1	6				8	\$ 1,453	Check Cost \$ 2,582
	Site Visits	1	1	4				6	\$ 1,130	
Task 5 - 30% DESIGN SUBMITTAL		5	5	7	7	1		25	\$ 4,416	Check Hrs 25
	Internal Team Design Meetings (weekly) & Coordination	2		2				4	\$ 880	Check Cost \$ 4,416
	Prepare 30% Roll Plot (2 sites)	1	4	4	6	1		16	\$ 2,509	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Prepare Outline of Specifications/Special Provisions	1						1	\$ 270	
Task 6 - 60% DESIGN SUBMITTAL		9	10	15	25	3		62	\$ 9,992	Check Hrs 62
	Internal Team Design Meetings (weekly) & Coordination	2	2	4				8	\$ 1,614	Check Cost \$ 9,992
	Prepare 60% Drawings (2 sites)	1	4	8	24	3		40	\$ 5,297	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Update Cost Estimate		1	1				2	\$ 367	
	Prepare Draft Project Specifications/Special Provisions	1	2	1				4	\$ 851	
	Attend 60% Review Site Visit	2						2	\$ 558	
	Attend and Document 60% Review Meeting (in-person)	2						2	\$ 558	
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE		9	14	14	21	3		61	\$ 10,241	Check Hrs 61
	Internal Team Design Meetings (weekly) & Coordination	2	2	4				8	\$ 1,614	Check Cost \$ 10,241
	Prepare 100% Drawings (2 sites)	4	6	8	20	3		41	\$ 6,133	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Update Cost Estimate		1					1	\$ 205	
	Prepare Final Project Specifications/Special Provisions	1	1	1				3	\$ 646	
	Attend and Document 100% Review Meeting (in-person)		2					2	\$ 411	
	Update 100% Documents for Final Submittal/Advertising	1	1					2	\$ 484	
LABOR SUBTOTALS		49	37	74	53	7		220	\$ 39,674	Check Hrs 220
	Total Direct Labor	\$ 13,660.22	\$ 7,600.54	\$ 11,942.86	\$ 5,443.63	\$ 1,027.11				Check Cost \$ 39,674
	Escalation Total	\$ 820	\$ 456	\$ 717	\$ 327	\$ 62			\$ 2,382	
Total Labor Budget		\$ 14,480	\$ 8,057	\$ 12,660	\$ 5,771	\$ 1,089	\$ -	\$ -	\$ 42,057	
Direct Expenses							\$ 80		\$ 80	
	Mileage (site visits and meetings)						\$ 80			
Total Cost		\$ 14,480	\$ 8,057	\$ 12,660	\$ 5,771	\$ 1,089	\$ 80	\$ -	\$ 42,137	



11/15/2023

PROJECT UTA Utah County Park & Rides
 Eagle Mountain and Saratoga Springs
 See Geotechnical Investigation Proposal with the above date for description of scope.
 Costs and unit rates shown are valid for 90 days from the proposal date.

1. Subsurface Investigation

DESCRIPTION	UNIT	RATE	AMOUNT
Internal Project Coordination Meetings	6 hrs	\$ 160.00	960.00
Drill Rig Plus Crew	18 hrs	\$ 230.00	4,140.00
Drill Crew Travel	1 hrs	\$ 145.00	145.00
Professional Geologist	9 hrs	\$ 135.00	1,215.00
Staff Engineer or Geologist	20 hrs	\$ 100.00	2,000.00
Engineer / Geologist Mileage	180 miles	\$ 0.66	118.80
Support Equipment (truck & water trailer)	2 days	\$ 110.00	220.00
Materials Technician	8 hrs	\$ 60.00	480.00
DCP Equipment	6 each	\$ 25.00	150.00
Permitting / Access Coordination	4 hrs	\$ 160.00	640.00
Traffic Control		estimated	500.00
Drilling Supplies		estimated	500.00
<i>Subsurface Investigation Sub Total</i>			<i>11,068.80</i>

2. Laboratory Testing

DESCRIPTION	UNIT	RATE	AMOUNT
Classification Tests (Gradation or Plasticity)	14 ea	\$ 80.00	\$ 1,120.00
Unconfined Compression	2 ea	\$ 80.00	160.00
Consolidation Tests (including collapse/swell)	2 ea	\$ 110.00	220.00
Proctor	4 ea	\$ 130.00	520.00
One-Point CBR	4 ea	\$ 130.00	520.00
Electro Chemical (pH, resistivity, sulfate, chloride)	2 sets	\$ 160.00	320.00
<i>Laboratory Testing Sub Total</i>			<i>2,860.00</i>

3. Analysis & Report

DESCRIPTION	UNIT	RATE	AMOUNT
Principal Engineer V	1 hrs	\$ 190.00	\$ 190.00
PE IV	8 hrs	\$ 160.00	1,280.00
PE II	6 hrs	\$ 130.00	780.00
Staff Engineer	8 hrs	\$ 100.00	800.00
Lab Manager	5 hrs	\$ 125.00	625.00
Draftsperson	5 hrs	\$ 75.00	375.00
<i>Analysis and Report Sub Total</i>			<i>4,050.00</i>

TOTAL

\$ 17,978.80



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Contract: Transit Technical Education Center Final Design and Construction Administration (CRSA Architects)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with CRSA Architects in the not to exceed amount of \$946,906 for professional services for Transit Technical Education Center (TTEC) Final Design.

BACKGROUND:

UTA lacks sufficient space in existing facilities to perform training for vehicle maintenance employees.

UTA owns an existing building located at approximately 2300 South and 900 West. The building was originally constructed in the early 1970s and was acquired by UTA in the mid 2010s. UTA hired a consultant to perform a concept planning study to explore remodeling the building for use as a technical transit education center (TTEC). The study was completed earlier this year.

In September 2023, UTA released a request for qualifications (RFQU) for an Architectural Consultant Services Contract. The requested services included preparing plans and specifications for bidding and selecting a construction contractor, bidding support, and design support during construction.

Statements of qualifications were received from four firms. A selection team reviewed and scored the submittals and determined that CRSA was the most qualified to perform the work.

DISCUSSION:

This contract for CRSA provides for final design and construction administration of the TTEC facility.

CONTRACT SUMMARY:

Contractor Name:	CRSA Architects
Contract Number:	23-03782VW
Base Contract Effective Dates:	February 15, 2024 through December 31, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Not to Exceed \$946,906
Procurement Method:	Request for Qualifications
Budget Authority:	2024-2028 Capital Plan - MSP 267

ALTERNATIVES:

Do not proceed with the project and continue to use existing training methods and facilities that are not adequate for UTA's needs.

FISCAL IMPACT:

Budget for this project is included in the 2024-2028 Capital Plan. This contract adds \$946,906 to the project. Sufficient funds remain in the project budget to cover the cost of this contract.

ATTACHMENTS:

Contract 23-03782VW

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT

23-03782VW TTEC Design Service

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

RECITALS

WHEREAS, UTA desires to hire professional services for TTEC Design Services

WHEREAS, On September 28, 2023, UTA issued Request for Proposal Package Number 23-03782VW (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQU.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor's or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than December 31, 2026. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other

payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) 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:
- A. The date, circumstances, and source of the change; and
 - B. 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 21 of this Contract.

9. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to PM David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
- i. Contractor Name

- ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to PM David Osborn at dosborn@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to PM David Osborn at dosborn@rideuta.com.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to 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 Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. 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.

12. KEY PERSONNEL

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

Kathy Wheadon, AIA, NCARB, LEED AP

Laura Smith, AIA, LEED AP, WELL AP

Kenneth Wheadon, AIA, NCARB, LEED AP

If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **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.

14. **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 Professional

Services using other Contractor s 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.

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 Professional Services furnished by Contractor prior to termination.

15. 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.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Contractor before entering into this Contract.

- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

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.

18. 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 subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, 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.

19. INSURANCE REQUIREMENTS

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

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

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

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

- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

Workers’ Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTOR S:** Contractor s' certificate(s) shall include all subcontractor as additional insureds under its policies or Subcontractor shall maintain separate insurance as determined by the Contractor , however, Subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. 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 this 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 portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary

intellectual property rights, or modify Contractor 's services or deliverables 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 or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by Subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its Subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, 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.

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the 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 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, 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/Contractor 's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Contractor's Vice President	Five calendar days

UTA's Executive Director/Contractor's President

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.

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

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

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

If to Contractor:
CRSA
175 S Main St. STE 300
Salt Lake City, UT 84111

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which

was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS

- a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEYS FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. TRAVEL COSTS

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

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor’s work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. AMENDMENTS

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

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. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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

UTAH TRANSIT AUTHORITY:

By:
Jay Fox
Executive Director

Date:

CONTRACTOR :

DocuSigned by:

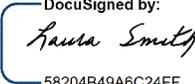
By: 988BD82A9619431...
Kathy Wheadon,
Vice President

Date: 1/22/2024

Fed ID# 87-0397622

By:
David Hancock
Chief Service Development Officer

Date:

DocuSigned by:
Laura Smith
By: 
58204B49A6C24FF...
Laura Smith
AIA, LEED AP, WELL AP, CRSA
Date: 1/22/2024

Approved as to Content and Form

DocuSigned by:
Mike Bell
By: 
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 1/22/2024

Reviewed & Recommended

By:
David Osborn,
UTA Project Manager

Date:

Appendix A - Scope of Work

CRSA will assist UTA in developing the scope, schedule, and budget for the Project outlined herein and by their scope of services included in this contract.

The general scope of work for the Transit Technical Education Center (TTEC) services includes, but is not limited to the following:

- Schematic design phase to assess the needs and identify the layout, primary elements, and costs of the building.
- Design development phase to advance the design and provide a probable construction cost estimate. During this phase the consultant will submit the Predevelopment Application the City for review and comments.
- Construction documents phase to include the required drawings, specifications, and detailed cost estimate to bid the project to prospective consultants. This phase will also include assisting UTA with obtaining the necessary building permits.
- Bidding phase services to include assisting in advertising of the project for bids, responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract.
- Construction phase services to include attending construction meetings; making period visits to the site to observe the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents; consulting with UTA and issuing all instructions to the consultant; reviewing or preparing change orders as required, responding to RFIs; checking and approving samples, shop drawings, tests of material and equipment for compliance with the design concept; conducting substantial and final inspections of the project; and preparation of as-built drawings and any other services identified by CRSA to assist UTA in the construction of the Project.

During this effort CRSA will continue to work directly with the UTA team to meet your goals. CRSA's approach sets aside 12 weeks for each schematic design and design development, and 16 weeks for construction documents, allowing us to be ready for a Fall 2024 construction start. CRSA know this will be a well-paced effort, which CRSA and the entire team are committed to serving UTA.

Design Effort

The TTEC design effort will be a detail-level endeavor to transform scoping decisions into the construction documents needed to confirm the project cost model and to present to the UTA board a project that meets UTA's needs and budget. For the next ten months CRSA will meet bi-weekly as a leadership team, alongside you and your colleagues. In addition, CRSA will meet on opposite weeks with our consulting engineers to ensure CRSA are making the smartest design decisions and coordinating efforts for a high-quality set of construction documents. At the end of each phase our cost estimator will take one week to provide a detailed cost estimate, which CRSA will review along with design documents and facilitate needed value engineering to align the design and budget. CRSA's final deliverables, drawings and specifications, will be ready for bid in Fall 2024. A summary of work efforts is attached, title Scope of Work Narrative, which details the design and construction administration efforts as well as proposal exclusions. Thus, the design effort for TTEC will include:

- Designing site electrical upgrades in coordination with the MOW Training Yard electrical infrastructure efforts, under a separate task order.
- Facilitating the engagement of all-hands in design and review, including but not limited to: training and development, facilities, safety and security, information technology, capital development (E&E), capital construction and the MOW Training Yard team.
- CRSA will manage the QA/QC effort; run phase-end design review sessions; document, review, and incorporate design comments and coordinate between CRSA's engineers and UTA.
- Provide a detailed review and coordination of site utilities, including: water service and any needed rerouting or upgrades, natural gas connections and needed upgrades, coordinating sewer and storm drain capacity with UTA, manage the replacement of the oil/water separator, work with the MOW Training Yard team to determine delivering UTA fiber to the building, determine if necessary infrastructure is in place for emergency communications.
- Participate in the environmental review, led by the UTA team, with FTA coordination. CRSA will provide materials as needed to support these efforts.
- CRSA will support UTA with SSLC coordination on plan reviews and utility coordination with SSLC and SLC.
- The CRSA will develop the final landscape, parking and lighting plan for the project area.
- The CRSA team will determine what concrete paving areas in the yard can be saved and plan for where repairs are needed.
- CRSA will develop final design (drawings and specifications) for the TTEC building and project site area. Our work will include: architectural, civil, structural, mechanical, electrical, landscape and furniture, cost estimating, and fixture and equipment (FF&E) design and installation management.
- CRSA will provide construction administration services.
- Construction Documents deliverables due to UTA Fall 2024

CRSA will extend contracts to our civil, mechanical, electrical, structural engineers, landscape architect, FF&E designers and cost estimator. Each will be involved in the design effort, so that CRSA can much more accurately estimate the project scope, budget, and schedule, which CRSA will present to UTA.

This work includes limited site development efforts, and thus CRSA have not included a geotechnical engineer or site surveyor in our team. If additional work is needed to fully develop a design and cost approach to the project, please let us know and CRSA will expand our scope of work as needed.

UTA is managing the parallel effort for design and permitting of the MOW Training Yard design team. CRSA will include them in all design, coordination, review and construction administration efforts in an effort to coordinate and cross-check work.

UTA Transit Technical Education Center (TTEC) Project Narrative | CRSA

The continued growth and development of the Technical Transit Education program is dependent on the creation of a permanent home for the program. UTA intends to capitalize on an underutilized property in South Salt Lake City in which to develop a facility to support the program. A parallel project, the UTA Rail Maintenance Training Program site development, supports the site's use as an education campus.

The scope of work for the next project phase is to complete design for build out, as defined in the Scoping Report as Option 1.

Existing Conditions | The project consists of the renovation of a 1970's semi-truck maintenance garage and its immediate site for use as the Technical Transit Education Center (TTEC). The approximately 16,900 square foot structure consists of concrete bearing walls, which may have been poured in place or tilt-up panels, an interior masonry bearing wall, and an interior structure forming the existing office area is constructed of steel columns and beams. The roof structure is open web joists with wood top and bottom cords, plywood decking. The roofing membrane has significantly aged and it is anticipated it will need patch/repair, and it is likely that it will need a re-roofing effort. The ground floor is concrete slab on grade. The existing building's envelope is in good condition, less its existing window and door systems, which have reached the end of their useful life. Aged mechanical, electrical, and telephone systems need to be replaced. The existing wet pipe fire sprinkler system needs to be upgraded to meet code requirements for the building's new use and seismic criteria. The site is paved in concrete, which is in good condition, requiring only minor patching and repair. An existing sand/oil separator buried on site needs replacement. With the expansion of services in the building and on site, electrical service will need to be expanded to serve the TTEC Building and MOW rail training yard. Water and gas service appears to be fed across a neighboring private property (not the road right-of-way) and may require an easement be placed on the neighboring property to continue to protect these services. The owner provided survey shall be expanded to include this area.

Proposed Renovation Efforts

Site | The development area for the Transit Technical Education Center (TTEC) site is the southernmost paved area as defined in the Scoping Study. The project will impact approximately 80' to the north of the existing building and south of the building to the fence on the south property line, and to fence lines to the east and west. Site development goals are as follows: retain existing concrete paving as needed to support access to the building, site circulation by UTA and emergency vehicles, and support future staff/student parking. Site work will endeavor to respect the existing site grading to preserve existing storm water collection points.

Site Utilities | UTA's civil engineer served as a resource to develop and test design concepts for TTEC and cross-coordination with the Rail Maintenance Training Program site development during the scoping effort. An independent civil firm will join the team during the design effort to manage work, including: verifying that the existing snout for sand/oil separation that discharges into the storm drainage ditch meets the City's drainage system requirements; coordinating the replacement of the existing sand/oil separator with the CRSA's mechanical engineer; coordination with landscape architectural elements (new paving, seating areas, landscape); site circulation routing to accommodate large vehicle circulations and parking areas; and coordination with CRSA's electrical team on the site lighting, security/fencing, etc. With the expansion of services in the building and on site, electrical service will need to be expanded to serve the TTEC Building and MOW rail training yard. Water and gas service appears to be fed across a neighboring private property (not a road right-of-way) and may require an easement be placed on the neighboring property to continue to protect these services.

Landscape Architecture | The design effort for the landscape architecture is focused on the retention of site paving around the existing building, other than to accomplish these specific design priorities: the addition of landscape areas at the southwest corner of the site,

new landscaped plaza with outdoor seating and a freestanding covered canopy at the southwest corner, plantings along the west façade, and new entry plaza at northwest corner of the TTEC building, the development of parking areas and drive aisles at the perimeter of the building, and recreation areas at the perimeter of the existing building to support collaboration and community building. The landscape architect will work closely with UTA and respond to the site demands of the rail training yard site and structures in the continued development of the TTEC site design.

Building Architectural | This project will consist of the renovation of the existing building to accommodate TTEC educational teams, including Bus, TRAX (light rail), and FrontRunner (heavy rail) maintenance education and training teams. The scoping effort allowed the team to develop renovation approaches to replace outdated, worn and/or unneeded facilities in an effort to develop necessary office, classrooms, shops, storage and training facilities. The selected renovation approach represents a spare or “right-sized” model to exterior-finish upgrades and interior upgrades.

Exterior renovation and new design elements include establishing a new exterior aesthetic over the existing concrete panels. One approach would be to add screening panels, affixed to a structural system independent of the existing building, as well as painting all existing exterior surfaces, adding new entry doors and windows, replacing existing overhead doors and windows, and creating new enclosures where overhead doors will be eliminated. CRSA will incorporate UTA branding on the building’s exterior, on a monument sign located on or off site, and within the building’s entry.

The development of an efficient interior support space including: the use of two bays for a new entry lobby, break room, locker/shower area, and classrooms on level one, and offices, collaboration and meeting space, support spaces on level two, and the addition of an interior stair. The remaining bays will support hands-on instruction to be held in six shop bays and one former paint-booth addition. These spaces will support training for Bus (3 bays), TRAX (1 bay) and FrontRunner (1 bay) maintenance programs. Shop bays will be kept open to structure, allowing for the addition of service elements (radiant heating, utility drops, fall protection in one bus bay, new lighting, etc.), as well as access to support spaces. Support space includes one bay dedicated to a classroom, equipment storage, and welding/work room with a mezzanine over the storage room, and one bay for storage and possible future program expansion. Work will include the addition of skylights, new egress door(s) and interior finishes to increase acoustic control.

Building Structural | The design team will endeavor to limit new loading impacts to the existing structure, as new impacts may require more extensive modeling of impacts to the existing structure and more extensive required renovations to meet the code. Thus, the CRSA team will attempt to limit additional loads to the roof and wall structure to less than 5% additional load (as loads in excess will require additional structural investigation and modeling). Proposed work is anticipated to include: the demolition of the existing office structure (west end of building), increasing openings through existing exterior walls to accommodate windows and doors, expanding a set of exterior door openings to accommodate large coaches in one bay, adding a mezzanine above a central bay to support long-term storage, adding a larger office/classroom area to two western bays, adding needed openings in structure for new egress points, the infill of some overhead door locations where they are no longer needed with stud walls with appropriate exterior/interior finishes. During the design effort, limited destructive demolition will need to occur to

confirm slab thickness to ensure carrying capacity of the slab, locating the proper areas for placement of future sites to anchor the walls to the roof and floor diaphragms, and as needed to sufficiently determine structural elements that are currently unobservable. The extent of work tying existing to new structure is included in the design effort, while replacing the existing garage floor slab is not. New fall protection will be added to one bay of the garage/shop. A new un-enclosed exterior stair will be added to the north façade and a new entrance canopy will be added to the southern façade.

Seismic Investigation | Per UTA's request, Calder Richards Consulting Engineers (CRCE) will provide some additional investigation and rehabilitation design to address potential seismic upgrades. This should not be construed as a full seismic upgrade to the building, which is not required. CRCE will present a list of items that UTA may have done on a voluntary basis to help positively augment the building seismically. CRCE proposes to provide these services for an additional fee of \$20,000 for design and \$6,000 for construction administration, both to be done on an hourly-not-to-exceed basis. This fee is based on some basic assumptions by CRCE. Should site investigations find, either during the design or construction phases, that actual conditions differ significantly from those original assumptions, these fees may need to be renegotiated. CRCE will only proceed as directed by UTA.

Building Mechanical | Existing mechanical systems have all met the end of their useful life and will be removed and replaced. The extent of this effort includes designing the following: new HVAC systems for both the office and shop areas, new plumbing, compressed air, and domestic water systems. The design team will attempt to retain the existing shop floor slopes and trench drain systems and limit their modification. The existing wet pipe fire sprinkler system will be upgraded to meet the new needs of the building and any code requirements. CRSA's mechanical team will be responsible for coordinating with the civil engineer to replace the existing sand/oil separator as needed. HVAC systems will be designed to be connected to and controllable through UTA's BAS.

Building Electrical | The design effort will be split into two efforts, with the first revolving around updating site utilities and the second focused on building utilities. UTA has approved a Site Electrical project that will allow UTA to pre-order electrical gear in an effort to combat long lead times and have equipment on site for a construction start in early 2024. There will be no photovoltaic systems included as part of this scope of work. This project will replace an existing electrical service within the building, including disconnects, general power distribution, controllers, wiring devices, raceways, and associated wiring. A new electrical distribution equipment room is accounted for on the shop mezzanine. All existing light fixtures and controls will be replaced both interior and exterior and new emergency lighting will be installed per code. All new telecommunications systems will be installed, including new service feeds to the building through the existing pathway. A new fire alarm system and annunciation will be installed throughout the facility. New card access, CCTV and intrusion detection systems will be installed based on UTA requirements. A new communications/data room will be constructed. IT system design will be coordinated with UTA with a plan to reuse data racks and runways. The design team will work with the contractor to determine if a public safety distributed antenna system (DAS) is warranted through testing of radio signal strength. If a system is required, the CRSA will negotiate an additional service agreement. A two-way communication system will be developed to support the elevator installation and operations. Audio and visual systems will be

developed to support the instruction and collaboration needs of building users, and will primarily consist of media solutions including monitors, projection systems, DVD/VCR players, document cameras, and touch panel systems for control of audio, visual and lighting systems. Lighting systems will be designed to be connected to and controllable through UTA's BAS. Lightning protection will be included in the design.

Exclusions & Clarifications

CNG Bus Service | CRSA and its team have made no provisions to meet building code requirements needed for the service/storage of CNG buses/coaches within the facility. UTA has determined that no CNG buses will be introduced at this site for either storage or maintenance training. Should this change, CRSA and UTA will develop an approach acceptable to respond to existing code requirements. If the effort results in an increase in the contracted scope of work, CRSA and UTA will negotiate a Change Order (CO) and an additional services agreement.

Phased Construction | It is anticipated that the project will be delivered as a design/bid/build project and delivered in one continuous construction effort. If the project's construction is phased, or shall UTA desire a phased construction effort managed by a CM/GC team, CRSA and its team will review any additional efforts that exceed the original contract with UTA and negotiate an additional services agreement to cover additional efforts/costs.

Major Changes & Change Orders | CRSA will support the design and construction administration effort by working to deliver a project that meets UTA's budget. Shall UTA choose to make significant changes to the project budget requiring redesign, CRSA will work with UTA to develop a new scope of work and develop an additional services proposal to cover the owner requested effort.

Additive/Deductive Alternates | CRSA anticipates that the scope of work for this project is defined by the Scoping Report as Option A. The CRSA team understands that UTA may desire to do less work than defined, as such CRSA will support moving some work into a set of additive or deductive alternates within the bidding documents to support the effort of delivering the project to the UTA's established budget at no additional cost.

DAS System | It is unknown whether a DAS System will be needed. The design team will work with the contractor to determine if a public safety distributed antenna system (DAS) is warranted through testing of radio signal strength during construction. If a system is required, the CRSA will negotiate an additional service agreement for the design/CA effort.

Photovoltaic Systems | No current PV is planned to be implemented in the TTEC renovation effort due to cost constraints. Shall UTA desire to either plan and/or design for a future system the design team will craft a scope of work which matches UTA's needs and provide a commensurate fee proposal for the effort.

Extensive Coordination or Rerouting of Existing Utility Systems | It is known that water and gas services are supplied across a neighboring, privately held property. The

CRSA team will continue to work with the utility provider to ensure continuity of service, but if any conflicts arise with the property owner CRSA will leave communications, easements, etc. in the hands of UTA to negotiate.

Seismic Upgrade | The design team has reviewed the project and developed the design approach in light of requirements of the Existing Building Code. There are provisions within the code where our efforts may trigger further structural investigation to understand the capacity of the existing structural systems and report how the project complies with code provisions allowing for no seismic upgrade.

CRSA and its structural engineer have noted in the Scoping Report that the project should endeavor to limit new loads to the existing roof and wall systems, make limited modification to existing structural systems (i.e. new openings), and craft stronger structural connects to support the building's seismic responsiveness. In the end, the building official makes the final determination whether a seismic upgrade is required. The CRSA shall work closely with the code official to reduce this possibility. If further investigation, analysis, and retrofit design is needed, CRSA will negotiate each step as an additional service contract modification with UTA.

Storm Water Management | UTA has noted that South Salt Lake City (SSLC) would like to comprehensively understand the storm water management issue related to the entire site. SSLC may ask the UTA to model storm water management issues on site and explore storm water mitigation plans for the entire site – such as on-site detention and/or retention. During the Scoping Effort, the UTA civil team was managing these efforts, and will continue to do so for the MOW Training Yard. CRSA's civil team will explore SSLC's goals and requirements, work with UTA and SSLC to document existing conditions, and develop a storm water mitigation plan for the TTEC portion of the site only. The long-term storm-water management plan and storm water management master plan is not included in CRSA's scope of work.

Appendix B – Price

Fee Proposal	\$ 946,906
CRSA, Architecture	\$ 675,320
CRSA Consultants	\$ 271,586
Meridian, Civil Engineer	\$ 26,209
Calder Richards, Structural	\$ 103,761
Envision, Electrical	\$ 70,848
B&D, Mechanical	\$ 58,986
Parametrix, Cost Estimating	\$ 11,782

Pricing total not to exceed \$946,906.

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract. Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice. Escalation will not change the not to exceed amount of \$946,906.

DESIGN DEVELOPMENT PHASE	Project oversight and management	3	9		18		15	2	3	3	2	10	3	4	1
	All-hands design coordination with stakeholders (Training & Delv, Fac, S&S, E&E, Cap Dev, MOW)	8	12	8	24		12		4	8	8	12		8	
	Training and Development														
	Facilities														
	Safety and Security														
	Information Technology														
	Capital Development (E&E)														
	Capital Construction														
	MOW Training Yard Team														
	Site Utility Design		4		4		4		4		10		2		1
	Site Utility Coordination of Natural Gas										4				
	Sewer & Storm Drain Capacity										2				
	Oil/Water Separator Replacement Design Reqr.										2				
	Site Design / MOW Coordination		4		4		4	4	2		6				1
	Emergency Communications Design & Coordin.		2		2		2						2		
	SSLC Plan & Utilities Review Coordination		4		4	4	4		2		5	5	1		1
	Site Design - landscape, parking, lighting		2		2		2		25		1	4	2		2
	Architectural Design	20	76	66	122	48	221		4						
	Electrical, IT & AV Design		4		8		24						46		
	Mechanical Design		4		8		16								37
Structural Design		4		4		8					155				
Seismic Rehabilitation Investigation											40				
Civil Design		2		2	4	4									
Environmental Review (support UTA efforts)	2	8		4		16									
Bi-weekly Consultant Coordination Meetings	6	16	16	16		32				8	8	8		8	
Cost Estimate, Review & as needed VE	2	8	4	8		8		1		2	2	2		2	
FF&E Design & Initial Cost Model	2	2	2	2	8	2		2	28						
Four-week DD Review Period	4	8	4	16	16	8		4		4	4	4		4	

CONSTRUCTION DOCUMENT PHASE	Project oversight and management	3	9		18		15	2	3	3	2	10	3	4	2
	All-hands design coordination with stakeholders (Training & Delv, Fac, S&S, E&E, Cap Dev, MOW)	16	16	4	24		32		8	8	8	16		6	
	Training and Development														
	Facilities														
	Safety and Security														
	Information Technology														
	Capital Development (E&E)														
	Capital Construction														
	MOW Training Yard Team														
	Site Design & MOW Coordination		4				6		2		4				
	Site Utility Coordination of Natural Gas										4				
	Sewer & Storm Drain Capacity										4				
	Oil/Water Separator Replacement Design Reqr.										4				
	Coordination with MOW team										4				
	Emergency Communications Design & Coordin.		2		6		6		2						
	Site Design - landscape, parking, lighting		8	4	24		24	4	34		2				
	Architectural Design	33.4	67	38	108	80	227					2			
	Electrical, IT & AV Design		4		4		4					2	72		
	Mechanical Design		4		4		4					2			48
	Structural Design		4		4		4						33		
Seismic Rehabilitation Investigation												60			
Civil Design		4		4		4		2			40				
Environmental Review (support UTA efforts)		4	4	4		4		4				2		2	
Bi-weekly Consultant Coordination Meetings	18	18	16	36		36				18	18	18		18	
Cost Estimate, Review & as needed VE		8	4	8		4				4	4	4		4	
FF&E Design & Cost Review		24	8	18		18		28						36	
Four-week DD Review Period	2	8	2	8		8		4	4	4	4	4		4	

CONSTRUCTION ADMIN.	Project Management	3	9	18	15	2	3	3	2	10	3	4
	Permit Coordination & Approval with SSLC		6	16					2	4	2	
	Bidding Support (Pre-Bid Mtg, ASI, etc.)	2	10	2	16	12	12	8	8		4	12
	Construction Kickoff Meeting	2	8	2	6					4		
	CA & Bi-Weekly Site Visits	24	100	46	206	108	14		12	88	20	22
	Construction Admin. (ASI, RFI, submittals, etc.)	6	30	16	80	80	4	12	6	6	16	12
	Seismic Rehabilitation Investigation										80	
	Project Closeout (punch, warranties, etc.)		12	16	16	16		6	6	4	8	4
	FF&E Delivery & Install Oversight		8		8				28			
	11-Month Walk		16		16	8					2	

									Civil	Structural	Electrical	Mechanical	Estimate																
\$	50,935	\$	97,903	\$	60,895	\$	209,365	\$	53,572	\$	144,578	\$	5,771	\$	29,065	\$	23,236	\$	26,209	\$	103,761	\$	70,848	\$	58,986	\$	11,782	\$	946,906

CRSA

TOTAL

23-03782VW Transit Technical Education Center (TEC) A/E Consultant Services Pricing Form												
CRSA												
Employee Name	Kathy Wheadon	Laura Smith	Jeremy Bringard	Ken Wheadon	Andy Szafran	Cassie Heminway	Kelly Gillman	Bradley Kraushaar	Brenda Banz	Hours by Task	Cost by Task	
Title/Role	Managing Principal	Lead Architect	Design Manager	PM/Sr. Architect	Sr Arch. Technician	Arch. Assoc. II	Landscape Architect	Landscape Designer	FF&E Procuremt.	Hours by Task	Cost by Task	
1 Project Management	12	36		72		60	8	12	12	212	\$ 30,583	
2 Schematic design and needs assessment	42	90	42	120	80	220	4	32	24	654	\$ 89,019	
3 30% Design Submittal	32	80	120	186	80	240	4	36	32	810	\$ 111,533	
4 60% Design Submittal	44	160	100	230	80	267	4	48	36	969	\$ 134,322	
5 Final Design Submittal Package	69.4	175	80	252	80	381	4	56	40	1,137	\$ 156,041	
6 Bidding for Construction	2	10	2	16		12		12	8	62	\$ 8,537	
7 Construction Support	32	180	80	348	80	220	4	32	40	1,016	\$ 145,284	
Total Hours	233.4	731	424	1224	400	1400	28	228	192	4,860		
Basic Hourly Rate (\$)												
Audited Overhead Rate %												
Fee %												
Fully Burdened Rate	\$218.23	\$133.93	\$143.62	\$171.05	\$133.93	\$103.27	\$206.10	\$127.48	\$121.02			
Labor Costs	\$50,935	\$97,903	\$60,895	\$209,365	\$53,572	\$144,578	\$5,771	\$29,065	\$23,236			
Total Cost											\$675,320	

Proposers Signature 

Date: 27 November 2023



ARCHITECTURE • PLANNING • INTERIORS

175 S MAIN STREET, STE 300 • SLC, UTAH 84111 • 801-355-5915 • www.crsa-us.com

Vicki Woodward
Procurement and Contracts Specialist
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Re. UTA TTEC | CRSA Architects' Cost Proposal 23-03782VW TTEC Design Services

27 November 2023

Dear Vicki,

As per UTA RFP requirements, CRSA is in the process of working with UDOT to seek approved billing rates. CRSA is working with a CPA to audit our overhead rates as per UDOT standards. This process is in process and we anticipate we will have approvals in mid-January 2024.

In the meantime, UDOT has approved temporary rates (11/13/23 ltr. attached), which we are using as a place holder in the attached Cost Proposal. Also attached is copy of CRSA latest approved rates (UTA_2023 TTEC Rates_CRSA (With Escallation).pdf).

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Wheadon".

Kathy Wheadon, AIA
Vice President | Managing Partner
CRSA



State of Utah

SPENCER J. COX
Governor

EIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

11/13/2023

Attn: Ariesa Wortelboer
CRSA, Inc
175 S Main St, STE 300
Salt Lake City, UT 84111
ariesa@crsa.com

Dear Ms. Wortelboer:

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures as necessary to accept a firm's presented financial statements and/or ICR.

Based on our review of the un-audited ICR for Fiscal Year-End 12/31/2021, your firm is financially approved to contract with UDOT up to \$250,000 per contract (certain contracts may be limited to the state and federal small purchase cap).

UDOT Consultant Services accepts the following rate(s):

Effective Period of ICR Acceptance:	11/13/2023 to 01/31/2024		
Rate(s)	Home Office	Field Office	Company-Wide
Fringe Benefit Rate(s)	%	%	58.32 %
General Overhead Rate(s)	%	%	132.43 %
Total Fringe Benefit + General Overhead Rate(s)	%	%	190.75 %
FCCM Rate(s)	%	%	%
Rate(s) Above Agree with Consultant presented Rate(s)*	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	

*Please reference attached Final ICR Schedule



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

In compliance with Utah Rule R907-66-7(2)¹, this financial screening acceptance will expire on 01/31/2024 (90 days from your firm's most recent fiscal year-end or 60 days prior to the anniversary date of this financial screening acceptance, whichever occurs earlier).

An approved financial screening does not guarantee selection for projects. If awarded contract overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

	Ariesa M Wortelboer	HRBP	11/13/2023
Signature	Printed Name	Title	Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at csscreening@utah.gov or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,



Audrey D'Ambruoso
Financial Screening Reviewer
UDOT Consultant Services

¹ R907-66-7 – Consultant Financial Screening and Auditing (2): Consultants shall submit their firm's Financial Screening Application (including all required supporting documents) within 90 days of their most recent fiscal year-end or 60 days prior to the anniversary date of their previous financial screening application approval, whichever occurs first.



CRSA 2020 to 2023 Rates
Utah Transit Authority PM Contract

SCOPE OF SERVICES -										
Station Planning (Urban Design, Architecture, Landscape Arch)										
Personnel		Direct Labor Rate	Overhead Rate, Audited (XXX%) Per Contract	Billable Rate in Master Agreement or if new	Profit Percentage (Allowed XX%)	Profit	Cost Plus Fixed Fee Rate	3% Increase for 2024	3% Increase for 2025	3% Increase for 2026 (or Base Rate if New)
			190.75%		11.00%			3.00%		
Classification	Name		Calculated Overhead	Calculated Rate		Calculated Profit	Calculated Rate	Calculated Rate	Calculated Rate	Calculated Rate
CRSA										
Managing Principal	Kathy Wheadon	\$67.62	\$128.99	\$196.61	11.00%	\$21.63	\$218.23	\$224.78	\$231.52	\$238.47
Managing Principal	Kelly Gillman	\$63.86	\$121.81	\$185.67	11.00%	\$20.42	\$206.10	\$212.28	\$218.65	\$225.20
Lead Designer/Landscape Architect	Kelly Gillman	\$63.86	\$121.81	\$185.67	11.00%	\$20.42	\$206.10	\$212.28	\$218.65	\$225.20
Senior Architect	Ken Wheadon	\$53.00	\$101.10	\$154.10	11.00%	\$16.95	\$171.05	\$176.18	\$181.47	\$186.91
Architect III	Laura Smith	\$41.50	\$79.16	\$120.66	11.00%	\$13.27	\$133.93	\$137.95	\$142.09	\$146.35
Architect III	Jeremy Bringard	\$44.50	\$84.88	\$129.38	11.00%	\$14.23	\$143.62	\$147.92	\$152.36	\$156.93
Senior Archtrectural Technician	Andy Szafran	\$41.50	\$79.16	\$120.66	11.00%	\$13.27	\$133.93	\$137.95	\$142.09	\$146.35
Landscape Design Associate III	Brad Kraushaar	\$39.50	\$75.35	\$114.85	11.00%	\$12.63	\$127.48	\$131.30	\$135.24	\$139.30
Architectural Associate II	Cassandra Heminway	\$32.00	\$61.04	\$93.04	11.00%	\$10.23	\$103.27	\$106.37	\$109.56	\$112.85
Interior Design Associate III	Brenda Banz	\$37.50	\$71.53	\$109.03	11.00%	\$11.99	\$121.02	\$124.66	\$128.40	\$132.25
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
****Please supply a copy of the Audited Rates****

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form																
Calder Richards																
	Employee Name	Hanning	Nick	Josh	Trevor	-	-	-	-	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Principal	PM	Engineer	Drafter	-	-	-	-	-	-	-	-	-	Hours by Task	Cost by Task
1	Project Management	5	35												40	\$ 5,225
2	Schematic design and needs assessment	25	30	35											90	\$ 11,675
2.5	Seismic Rehabilitation Investigation	40	60	50	48										198	\$ 26,791
3	30% Design Submittal	8	30	80	34										152	\$ 17,590
4	60% Design Submittal	8	30	70	40										148	\$ 17,280
5	Final Design Submittal Package	8	30	20	23										81	\$ 9,970
6	Bidding for Construction	5	5												10	\$ 1,475
7	Construction Support	11	59	32	10										112	\$ 13,805
	Total Hours	110	279	287	155	0	0	0	0	0	0	0	0	0	831	
	Basic Hourly Rate (\$)															
	Audited Overhead Rate %															
	Fee %															
	Fully Burdened Rate	\$170	\$125	\$105	\$120											
	Labor Costs	\$18,700	\$34,875	\$30,135	\$18,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
															Total Cost	\$103,781

Proposer's Signature *Hanning Ungersma*

Date: 01/09/2024



CALDER RICHARDS
CONSULTING ENGINEERS

M E M O R A N D U M

To: Kathy Wheadon

From: Henning Ungerman

Date: 11-27-2023

Re: UTA Transit Technical Education Center – UDOT Audited Overhead Rates

Kathy,

I am writing to inform you that CRCE is in the process of getting UDOT Approved Overhead Rates in order to work on the UTA TTEC project. We understand that this requires an independent CPA to audit our company rates per UDOT standards. We further understand that the approved overhead rates, along with a UDOT Approval Letter/Agreement will need to be submitted to CRSA by mid-January.

We will keep you up to date on any developments during this process. Please do not hesitate to call me if you have any questions.

Respectfully submitted,

Henning Ungerman, P.E., S.E.
Partner

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
****Please supply a copy of the Audited Rates****

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form										
Envision Engineering										
	Employee Name	Dave Whitton	JiLu Feng	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Sr.Principal	Sr. AV/ Acoustical Engr	Electrical Engineer	Sr. AV/Acoustical Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	Hours by Task	Cost by Task
1	Project Management	12							12	\$ 2,904
2	Schematic design and needs assessment	30	15						45	\$ 9,843
3	30% Design Submittal	36	17						53	\$ 11,640
4	60% Design Submittal	44	23						67	\$ 14,609
5	Final Design Submittal Package	72	28						100	\$ 22,246
6	Bidding for Construction	4							4	\$ 968
7	Construction Support	30	8						38	\$ 8,638
	Total Hours	228	91	0	0	0	0	0	319	
	Fully Burdened Rate	\$242	\$172	\$149	\$172	\$116	\$103	\$96		
	Labor Costs	\$55,175	\$15,672	\$0	\$0	\$0	\$0	\$0		
									Total Cost	\$70,848

Proposers Signature 

Date: 12-19-23



ENVISION™
ENGINEERING

November 22, 2023

Kathy Wheadon
CRSA
175 S Main Street, Ste 300
Salt Lake City, UT 84111

Dear Ms. Wheadon,

Regarding the UTA Transit Technical Education Center Project, Envision Engineering is in the process of getting UDOT Approved Overhead rates. We understand this process will require our firm to get an independent CPA to audit our OH rates as per UDOT standards. We will send CRSA our UDOT Approved rates for each member of our project team my mid-January along with the UDOT Approved Letter/Agreement. I have included our current billing rates for individuals in our firm based on title/position (see attachment).

Sincerely,



Dave Whitton, P.E.
Sr. Principal / COO



HOURLY BILLING RATES – 2023

Position	Rate
Senior Principal	\$239.00
Principal	\$204.00
Senior Project Manager	\$190.00
Project Manager	\$172.00
Senior Engineer	\$175.00
Engineer	\$149.00
Senior Electrical Designer	\$139.00
Electrical Designer	\$124.00
Senior Lighting Designer	\$158.00
Lighting Designer	\$136.00
Senior AV/Acoustical Engineer	\$172.00
AV Engineer	\$149.00
BIM Manager	\$162.00
Senior BIM Modeler	\$116.00
BIM Modeler	\$103.00
Clerical	\$96.00

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
 Please supply a copy of the Audited Rates

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form												
B&D												
	Employee Name	Earl Dallan	Billy Lewis	-	-	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Sr.Principal	Project Manager	Electrical Engineer	Sr. AV/Acoustical Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	-	-	Hours by Task	Cost by Task
1	Project Management	2	12								14	\$ 2,551
2	Schematic design and needs assessment	12	37								49	\$ 9,276
3	30% Design Submittal	12	42								54	\$ 10,137
4	60% Design Submittal	12	52								64	\$ 11,880
5	Final Design Submittal Package	12	70								82	\$ 14,960
6	Bidding for Construction	4	8								12	\$ 2,346
7	Construction Support	4	40								44	\$ 7,857
	Total Hours	58	261	0	0	0	0	0	0	0	319	
	Fully Burdened Rate	\$242	\$172	\$149	\$172	\$116	\$103	\$96				
	Labor Costs	\$14,036	\$44,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
											Total Cost	\$58,986

Proposers Signature William R Lewis

Date: 12/20/2023

B&D ENGINEERING BRUNNER AND DALLON
MECHANICAL | PLUMBING | CONTROLS

November 27, 2023

Kathy Wheadon
CRSA
175 S Main Street, Ste 300
Salt Lake City, UT 84111

Dear Ms. Wheadon,

Regarding the UTA Transit Technical Education Center Project. B&D Engineering is in the process of obtaining UDOT approved overhead (OH) rates. We understand this process will require our firm to secure the services of an independent CPA to audit our OH rates per UDOT standards. We will send CRSA our UDOT approved rates for each member of our project team by mid-January 2024, along with the UDOT approved letter/agreement. I have included our current billing rates for individuals in our firm based on title/position (see attachment).

Sincerely,



William Lewis
President, CEO

December 20, 2023

As of January 1, 2023

RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer (PE)	\$175
Principal Officer	\$145
Senior Engineer	\$140
Engineer	\$125
Senior Designer	\$105
Designer II	\$90
Designer	\$80
Drafter	\$70
Clerical	\$55

Reimbursable expenses are in addition to hourly fees and include expenses incurred by B&D Engineering in the interest of the project. Unless otherwise defined by contract, reimbursable expenses shall be invoiced and include the following:

- Courier and delivery charges at cost.
 - Fees paid for securing permits and approvals.
 - Sub-consultant expenses at cost plus 5%.
-

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form

Meridian Engineering, Inc.

Employee Name	<i>Mark Cook, PE</i>	<i>Fabrizio Parra</i>	<i>Alex Yanez</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
Title/Role	<i>Civil Engineer Project Mgr</i>	<i>Project Engineer</i>	<i>Civil Designer Cadd</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
Project Management	8	0	0	8	\$1,134
Schematic design and needs assessment	4	10	20	34	\$3,685
30% Design Submittal	4	10	20	34	\$3,685
60% Design Submittal	4	15	30	49	\$5,245
Final Design Submittal Package	8	20	50	78	\$8,363
Bidding for Construction	8	0	0	8	\$1,134
Construction Support	4	8	15	27	\$2,963
	40	63	135	238	
Basic Hourly Rate (\$)	\$50.00	\$40.00	\$35.00		
Audited Overhead Rate %	155.40%	155.40%	155.40%		
Fee %	11.00%	11.00%	11.00%		
Fully Burdened Rate	\$141.75	\$113.40	\$99.22		
Labor Costs	\$5,670	\$7,144	\$13,395		
				Total Cost	\$26,209

Proposers Signature *Mark Cook*

Date: 01.09.2024



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

10/30/2023

Attn: Steve Johnson
Meridian Engineering Inc
1628 W 11010 S, #102, S. Jordan, UT 84095
sjohnson@meiamerica.com

Dear Mr. Johnson _____:

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening (FS) is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures, as necessary, to accept a firm's presented financial statements and/or ICR.

Based on our review of the audited ICR _____ for Fiscal Year-End (FYE) 12/31/2022, your firm is financially approved to contract with UDOT _____ at or above \$250,000 per contract for LS, UP, and C+FF (subject to PPP Rate period) payment type contracts.

As your firm's previous FS period included an approved Paycheck Protection Program (PPP) Impacted ICR¹, this letter lists your FYE 12/31/2022 approved ICR, and the previously approved PPP Impacted ICR. In compliance with FAR 31.201-5 Credits, and UDOT Guidance on Coronavirus Legislation¹, the impacted rate effective (recovery) period is 365 days from the date of acceptance, and therefore will remain in effect and run concurrent with your FYE 12/31/2022 rate. Upon expiration of the 365-day PPP Impacted ICR period, UDOT will enter a new financial screening record to discontinue the PPP Impacted Rate.

UDOT Consultant Services accepts the following rate(s) for FYE 12/31/2022 for the effective period of 10/30/2023 to 06/30/2024 *.

Rate Description(s)	Company-Wide	-	-	-
Fringe Benefit Rate(s)	31.44 %	- %	- %	- %
General Overhead Rate(s)	123.96 %	- %	- %	- %
Total FB and G&A Rate(s)	155.40 %	- %	- %	- %
FCCM Rate(s)	- %	- %	- %	- %
Rate(s) Above Agree with Consultant presented Rate(s)**		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	



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Deputy Director of Engineering and Operations

UDOT Consultant Services has entered the PPP Impacted rate(s) shown below in CMS for the remaining term of the 365-day effective (recovery) period from 10/30/2023 to 03/27/2024 **.

Rate Description(s)	PPP Impacted Rate	-	+	+
Fringe Benefit Rate(s)	29.40 %	- %	- %	- %
General Overhead Rate(s)	78.21 %	- %	- %	- %
Total FB and G&A Rate(s)	107.61 %	- %	- %	- %
FCCM Rate(s)	- %	- %	- %	- %
Rate(s) Above Agree with Consultant presented Rate(s)**		YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>

An approved financial screening does not guarantee selection for projects. If awarded, contract overhead and fixed fee rates should not be calculated on any other direct costs (ODCs) billed. The consultant is responsible for ensuring that all employee wage rates are correct within the UDOT Contract Management System (CMS) for each effective financial screening period, or sooner, as deemed necessary. For instructions, refer to the [CMS Consultant Profile 930 Screen - Managing the Employee Master List](#) training.

Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

	Steven C Johnson	Vice President	11/01/2023
Signature	Printed Name	Title	Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at csscreening@utah.gov or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,
Audrey D'Ambruso

Audrey R. D'Ambruso, CFE, CPM
Financial Screening Reviewer,
UDOT Consultant Services

³ Per UDOT Guidance on Coronavirus Legislation, UDOT will apply the adjusted (impacted) ICR to all new cost-plus-fixed-fee contracts for which the consultant is selected during the financial screening effective period.

* In compliance with Utah Rule R907-66-8(2), financial screening annual submissions are due within 90 days of their most recent fiscal year-end or 180 days if the Consultant submits a Certified Public Accountant audit.

**Please reference attached Final ICR Schedule

Certificate of Final Indirect Costs
Per (23 CFR 172.11(c)(3)(iii)) FHWA Form

Certification of Final Indirect Costs

Firm Name: Meridian Engineering Inc

Indirect Cost Rate(s) Proposed: Unimpacted 155.44%

Date of Proposal Preparation (mm/dd/yyyy): 10/30/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022-12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) published in the Code of Federal Regulations (CFR); 48 CFR Part 31, 2 CFR 200 subpart E*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the 48 CFR part 31 and 2 CFR 200 sub part E*
- 3.) All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: *Steven C Johnson*

Name of Certifying Official (Print): Steven C Johnson

Title: Vice President

Date of Certification (mm/dd/yyyy): 11/01/2023

Consultant: Meridian Engineering Inc
 ICR Period: 12/31/2022

10/30/23

Conclusion of Analysis: UDOT accepts rates as adjusted and shown below.

	G/L as Presented on ICR Schedule	FAR Adjustments	Unimpacted ICR Costs as Presented by Consultant	Financial Screening Adjustments	Adj Ref	UDOT Accepted FYE 2022 ICR Costs	PPP Credit	Concurrent FYE 2020 Impacted Rate* (Effective 3/25/23 to 3/27/24)
Direct Labor	1,893,188.00	-	1,893,188.00	-	-	1,893,188.00	-	-
Fringes								
Payroll Taxes (FICA, FUTA, SUTA, Medicare)	195,250.00	-	195,250.00	-	-	195,250.00	-	-
Employee Health Insurance	332,582.00	-	332,582.00	-	-	332,582.00	-	-
Workers Compensation	2,540.00	-	2,540.00	-	-	2,540.00	-	-
Retirement Plans	95,064.00	-	95,064.00	(30,303.84)	a	64,760.16	-	-
Total Fringe Benefit Costs	625,436.00	-	625,436.00	(30,303.84)		595,132.16	-	-
Fringe Benefit Rate			33.04%			31.44%		29.40%
General Overhead								
Indirect Labor	838,975.26	-	838,975.26	-	-	838,975.26	-	-
Indirect Fringe Benefits	310,508.81	(15,928.68)	294,580.13	-	-	294,580.13	-	-
Janitorial / Cleaning	13,030.34	-	13,030.34	-	-	13,030.34	-	-
Consultant and Professional Services	224,754.54	(151,044.54)	73,710.00	-	-	73,710.00	-	-
Supplies	247,564.23	-	247,564.23	-	-	247,564.23	-	-
Advertising	12,791.15	(12,791.15)	-	-	-	-	-	-
Maintenance and Repairs	2,441.51	-	2,441.51	-	-	2,441.51	-	-
Depreciation	98,538.00	(38,583.00)	59,955.00	(6,634.79)	b	53,320.21	-	-
State and Local Taxes	36,321.63	-	36,321.63	-	-	36,321.63	-	-
Telephone and Communications	61,336.11	-	61,336.11	-	-	61,336.11	-	-
Utilities	19,974.25	-	19,974.25	-	-	19,974.25	-	-
Office Expenses	16,482.64	-	16,482.64	-	-	16,482.64	-	-
Professional Development	67,521.39	-	67,521.39	-	-	67,521.39	-	-
Travel, Meals and Lodging	30,313.65	(9,569.73)	20,743.92	-	-	20,743.92	-	-
Vehicle Expenses	125,477.41	(84,896.00)	40,581.41	-	-	40,581.41	-	-
Recruiting Expense	737.84	-	737.84	-	-	737.84	-	-
Donations and Contributions	750.00	(750.00)	-	-	-	-	-	-
Office Rent	312,495.50	(80,852.00)	231,643.50	(20,639.24)	c	211,004.26	-	-
Equipment Lease	223,849.82	(40,498.00)	183,351.82	-	-	183,351.82	-	-
Interest Expense	18,464.39	(18,464.39)	-	-	-	-	-	-
Business Insurances	166,587.53	(9,548.00)	157,039.53	-	-	157,039.53	-	-
Bank Service Expenses	8,190.05	(211.69)	7,978.36	-	-	7,978.36	-	-
Bad Debt	3,060.50	(3,060.50)	-	-	-	-	-	-
Gain (Loss) on Sale of Assets	3,000.00	(3,000.00)	-	-	-	-	-	-
Facilities Capital Cost of Money	-	-	62,719.00	(62,719.00)	d	-	-	-
Total General Overhead Costs	2,843,266.55	(465,197.68)	2,436,787.87	(89,993.03)		2,346,794.84	-	-
General Overhead Rate			128.71%			123.96%		78.21%
Unimpacted								
Total Fringe & Overhead Costs	3,468,702.55	(465,197.68)	3,062,223.87	(120,296.87)		2,941,927.00	-	-
Company-wide ICR			161.75%			155.40%		107.61%
Facilities Capital Cost of Money								Concurrent FYE 2020 PPP Rate
FCCM Rate			0.00%			0.00%		N/A

a - Adjusted to remove (\$30,303.84) of personal contributions to individual owner IRAs per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability
 b - Adjusted to remove (\$6,634.79) of Depreciation per 2 CFR Part 200.413 & FAR 31.202 and FAR 31.201-6 Directly Associated Costs
 c - Adjusted to remove (\$20,639.24) of facilities rent costs in excess of Normal Cost of Ownership per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability
 d - Adjusted to remove (\$62,719.00) of Facilities Capital Cost of Money expense for related entity Chisel Point LLC as not a Meridian cost per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability

* Per UDOT Guidance on Coronavirus Legislation a consultant's PPP impacted rate will be applicable to cost plus fixed fee contracts for which the consultant is selected during the effective period, and will expire on the earlier of:
 a.) 365 days from the date the PPP impacted rate was accepted (anniversary date); or
 b.) When the consultant demonstrates that the value "recovered" (as defined by the Federal Highway Administration) through the change in ICR (overhead) equals or exceeds the amount of the forgiven PPP loan credit included

Consultant: Meridian Engineering Inc
 ICR Period: 12/31/2022

Review of Related-Party Rent Normal Cost of Ownership Calculation

Consultant FYE 2022 Calculation:

Chisel Point Costs	FYE 2022	% of Building Rented	Allowable Costs
Depreciation	196,593.00	79.08%	155,465.74
Interest Expense	0	79.08%	0
Insurance	3,128.00	79.08%	2,473.62
Repairs/Maint	12,891.00	79.08%	10,194.20
Taxes	36,514.00	79.08%	28,875.27
CAM Fees	3,916.00	79.08%	3,096.77
FCCM	0	79.08%	0
Total Owner Expenses	253,042.00		
		Allowable Cost of Ownership	200,105.61
		Rent Paid	280,953.00
		Adjustment for Normal Cost of Ownership	-80,847.39

UDOT Calculation:

Chisel Point Costs	Costs per Consultant	Adjustment*	Actual Costs	% of Building Rented	Allowable Cost of Ownership
Depreciation	196,593.00	(65,531.20)	131,061.80	79.08%	103,643.67
Interest Expense	-	-	-	79.08%	-
Insurance	3,128.00	-	3,128.00	79.08%	2,473.62
Repairs/Maint	12,891.00	-	12,891.00	79.08%	10,194.20
Taxes	36,514.00	-	36,514.00	79.08%	28,875.27
CAM Fees	3,916.00	-	3,916.00	79.08%	3,096.77
FCCM	-	79,313.00	79,313.00	79.08%	62,720.72
Total Owner Expenses	253,042.00	13,781.80	266,823.80		211,004.26

Allowable Cost of Ownership 211,004.26
Rent Paid 312,495.50 See P&L detail below that reflects amount paid

Correct Adjustment for Normal Cost of Ownership -101,491.24
 Corrected Allowable Facilities Rent Cost 211,004.26

231,643.50 Consultant reported allowable Office Rent Expense
UDOT Adjustment to Office Rent (20,639.24)

* Adjustments to Depreciation to agree with Chisel Point Depreciation of \$131,061 reported in 2022 Meridian Depreciation Schedule.xlsx file rec'd from consultant, and to add Chisel Point allowable FCCM cost of \$79,313 listed in Rental Cost Summary and Transaction Reports-fy 2022-2021-2020.pdf file rec'd from consultant.

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
****Please supply a copy of the Audited Rates****

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form															
Parametrix															
	Employee Name	Nathan Anzor	X	X	-	-	-	-	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Principal Estimator	Estimator	Clerical/ Technical	Sr. AV/Acoustics / Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	-	-	-	-	-	Hours by Task	Cost by Task
1	Project Management		4											4	\$ 542
2	Schematic design and needs assessment													-	\$ -
3	30% Design Submittal		23											23	\$ 3,115
4	60% Design Submittal		24											24	\$ 3,250
6	Final Design Submittal Package		36											36	\$ 4,875
8	Bidding for Construction													-	\$ -
7	Construction Support													-	\$ -
	Total Hours		87	0	0	0	0	0	0	0	0	0	0	87	
	Fully Burdened Rate		\$135,424	\$110	\$65	\$172	\$116	\$103	\$96						
	Labor Costs		\$11,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
														Total Cost	\$11,782

Proposers Signature: Nathan Anzor
 Date: 12.20.2023

PARAMETRIX, Inc.
7186 South Highland Drive
Salt Lake City, Utah 84121



Telephone 801 733-5900
Facsimile 801 733-5500
Website Parametrix-Cost.com

November 27, 2023

Kathy Wheadon
CRSA
175 S. Main Street, Ste 300
Salt Lake City, UT 84111

Re: Salt Lake City, Utah
UTA Transit Technical Education Center

Kathy:

Thank you for including us on the team for the UTA Transit Technical Education Center (UTTEC) to provide the cost estimating services. We are in process of getting our Overhead Rates approved by UDOT and will have them audited as needed per UDOT standards. We will provide the necessary information along with the approval letter and agreement by mid-January 2024.

Our current billing rates are as follows:

Principal Estimator \$135.00 / Hour
Estimator \$110.00 / Hour
Clerical / Technical \$ 65.00 / Hour
Average Rate \$110.00 / Hour

Respectfully,

Nathan Anzer

Parametrix, Inc.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Vi Miller, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director
Laren Livingston, Fares Systems Replacement Interim Program Manager

TITLE:

Change Order: Next Generation Fare Collection System Change Order No. 1 - Price Reduction (Scheidt & Bachmann USA, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the deductive change order No. 1 and associated disbursements in the amount of -\$201,036 with Scheidt & Bachmann USA, Inc. for revisions to contract and price reduction.

BACKGROUND:

In February 2023, UTA entered into a contract with Scheidt and Backman to provide a next generation fare collection system. Since the original contract was approved, UTA staff have been working closely with Scheidt and Backmann to do more detailed planning. Staff have determined that contract adjustments are necessary to successfully deliver this project as originally intended. Change Order 1 reduces the contract value by \$201,036 and is therefore being presented for approval.

DISCUSSION:

Below is a summary of the changes that are part of deductive Change Order 1:

- A. Minor revision to clarify that Risk of Loss passes from the Contractor to UTA once the new field devices are delivered/installed.
- B. Adds TVM removal to the Scope of Work.
- C. Incorporates the details included in Appendices B thru F of the Contract into the Contract Scope of

Work as formal requirements. Also adds a CPI/cost escalation provision to the Contract for the Service Level Agreement (approximately from 2025 to 2029) period.

D. Adjusts the quantities of the field devices (TVMs and Validators) required for this program and explains the impact to pricing.

E. Clarifies that the new Validators will be received, installed, and paid for in lots similar to the TVMs.

CONTRACT SUMMARY:

Contractor Name:	Scheidt & Bachmann USA, Inc.
Contract Number:	22-03566-01
Base Contract Effective Dates:	April 1, 2023 thru Mar 30, 2031
Extended Contract Dates:	N/A
Existing Contract Value:	\$32,171,416
Amendment Amount:	-\$201,036
New/Total Contract Value:	\$31,970,380
Procurement Method:	Competitive Bid (RFP)
Budget Authority:	2024 - 2028 Capital Plan

ALTERNATIVES:

There are no viable alternatives. The changes in scope are necessary to complete the replacement of all the existing fares devices as originally intended by this project.

FISCAL IMPACT:

A reduction of the contract value in the amount of \$201,036.

ATTACHMENTS:

1. 22-03566RW CO 1 NextGen Fares Vendor Signed

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

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM			
CHANGE ORDER			
Customer:	Utah Transit Authority	Contractor	Scheidt & Bachmann USA Inc. 1001 Pawtucket Boulevard Lowell, MA 01854
Contract No:	UTA: 22-03566 S&B: 00 6606	CO No.: 1	
Authorization			
Customer Authorization	DocuSigned by:  70E33A415BA44F6... MIKE BELL	1/25/2024	Date
	UTA Legal Counsel		
	_____ Jerry Van Wie	_____	Date
	Fare Systems Program Manager		
	_____ Monica Morton	_____	Date
	Fares Director		
Scheidt & Bachmann Authorization	 Daniel Terryn	12/19/2023	
	CEO North America		
	_____ Joe McGrath	12/19/2023	
	Contracts Manager		
			
	<small>Digitally signed by 16d783c8-c0f4-44db-9129- ae40de73e0d8 DN: cn=16d783c8- c0f4-44db-9129- ae40de73e0d8 Date: 2023.12.19 14:49:10 -05'00'</small>		

CHANGE ORDER # 1

Attachment 1

SUMMARY

Owner Utah Transit Authority

Contract # 22-03566 NextGen Electronic Fare Collection System

Contractor Scheidt & Bachmann USA, Inc.

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

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

This Change Order: Time No change

New Completion Date As above

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

DETAILS

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

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

“ 42. Risk of Loss; Transfer of Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add 15 “Test Validators for UTA lab”

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

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

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

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

LEGEND: Yellow indicates an item modified by a change order

Section 2: Initial Costs

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

LEGEND: Blue indicates a payment milestone that has been invoiced

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

After CO 1 ORIGINAL DELTA
\$9,720,570.33 \$9,905,399.33 -\$184,829.00

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

After CO 1 ORIGINAL DELTA
\$6,239,399.00 \$5,775,111.00 \$464,288.00

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

After CO 1 ORIGINAL DELTA
\$1,066,855.00 \$1,066,855.00 \$0.00

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

After CO 1 ORIGINAL DELTA
\$4,755,906.18 \$5,194,321.18 -\$438,415.00

TOTAL: \$21,782,730.50 \$21,941,686.50 -\$158,956.00

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #24-010 - Materials for Rice Interlocking Wayside System Upgrade (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #24-010 (Rice Interlocking Materials) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of \$433,154.

BACKGROUND:

In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at \$15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to \$30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

DISCUSSION:

UTA is requesting approval of task order #24-010 with RMSS. This task order is for the procurement of long-lead materials to upgrade the wayside system at the Rice interlocking to ElectroLogIXS with train detecting circuits and powered switch machines. See task order attachments for a list of materials.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-24-010
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023
Extended Contract Dates:	Through December 31, 2025
Existing Contract Value:	\$25,511,607.96 *Note: a calculation error was made after TO 23-18 which caused the existing and total contract values to be off for all TO's presented on 12/20/2023. This existing contract value has been verified as correct.
Amendment Amount:	\$433,154
New/Total Contract Value:	\$25,944,761.96
Procurement Method:	RFP best value modification
Budget Authority:	2024 Capital Budget - Rail Switches and Trackwork Rehab and Replacement Project (SGR-404)

ALTERNATIVES:

Disapprove task order. Not ordering long-lead materials will delay construction.

FISCAL IMPACT:

Budget for Task Order 24-010 amendment value of \$433,154 is included in the 2024-2028 Capital Plan.

ATTACHMENTS:

Task Order #24-010

TASK ORDER NO. 24-010

TASK ORDER NAME: Rice INTLock Materials

PROJECT CODE: SGR-404

This is Task Order No. 24-010 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #24-010 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is \$433,154. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

By: _____ Date
Jay Fox, Executive Director > \$200,000

By: _____ Date
David Hancock, Chief Capital Services Officer < 200,000

By: _____ Date
Jared Scarbrough, Director of Capital Constr. < \$75,000

By: _____ Date
Dean Hansen, Project Manager < \$25,000

DocuSigned by: Mike Bell 1/10/2024
Legal Review 70E33A415BA44F6... Date Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by: Anthony Ortolani
1587B142E149430...

Date: 1/8/2024



November 22, 2023

RMSS-52598-094

Dean Hansen
 Manager of Systems Engineering
 2264 South 900 West
 Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Rice ELX Design Upgrade LL Material Proposal

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the procurement of the long lead materials required to upgrade the current wayside system located at Rice Interlocking on the University Line of the TRAX alignment. The new upgraded wayside system will be converted to ElectroLogIXS, converting from the VHLC system.

Our lump sum price for this proposal is **\$433,154.00**

Under this proposal, RMSS will procure the following materials:

SIGNAL HOUSE	Part #	Unit Cost	Quantity	Lead Time
RS400		EA	1	TBD at time of order
LCP Panel		EA	1	TBD at time of order
ALSTOM Signal Material				
Assy AGA-1	202216-001	EA	400	45 Days
Assy AGE-1	202217-000	EA	24	45 Days
Din Rail STD 35mm x 7.5mm x 19.68"	124422-000	EA	1	95 Days
Assy, 9-Slot Elixs w/ Backplane	300752-000	EA	1	45 Days
Assy Elixs VLD-R16S Personality Mod	227539-000	EA	1	45 Days
Assy VLD-R16S	251381-000	EA	1	15 Weeks
Assy Elixs VIO-86S Personality Mod	227537-000	EA	7	45 Days
Assy Elixs VIO-86S	251380-000	EA	7	45 Days
Assy Elixs CDU-2	251124-100	EA	1	45 Days
Assy Elixs CPS-3	251456-000	EA	1	45 Days
VPM-3 Module - Crossing	251432-200	EA	1	99 Days
Assy Elixs CIO-CLA	251329-100	EA	1	45 Days
Assy UCI-3 Module	251495-000	EA	1	45 Days
Assy Elixs GFD-1	251333-000	EA	1	45 Days



ROCKY MOUNTAIN SYSTEMS SERVICES

Assy MOD Elixs CIO-2A	251330-000	EA	2	45 Days
Assy Cable CIO-CLA TO LCP 10ft	075113-010	EA	1	75 Days
Assy BSA-6	250597-100	EA	1	99 Days
PNL B2 BSA-4/BSA06 MTG Gray	123729-003	EA	1	95 Days
Bar Mounting 19" Gray Powder	122272-002	EA	4	15 Weeks
Bar Tie 19" Gray Powder Coat	123160-003	EA	4	15 Weeks
Assy Post Term Block	203032-000	EA	50	45 Days
Assy Term Strip Dbl Post 12	250094-300	EA	5	50 Days
SIEMENS				
Transmitter Assembly, PSO 4000	NYK:70007A4710001	EA	2	31 Weeks
PSO 4000 REC MOD	NYK:70007A4730001	EA	2	31 Weeks
Transceiver Assembly, PSO 4000	NYK:70007A4750001	EA	2	31 Weeks
Line Coupling Unit	NYK:70007A3880001	EA	2	7 Weeks
Tuned Rcvr Coupler	NYK:70007A3559500	EA	1	7 Weeks
Tuned Rcvr Coupler	NYK:70007A3557100	EA	1	7 Weeks
Rail to Line Coupler, Shelf Mount, 2140 HZ	NYK:70027A3772140	EA	1	7 Weeks
Rail to Line Coupler, Shelf Mount, 2630 HZ	NYK:70027A3772630	EA	1	7 Weeks
SSCC III 20 Amp Xing Contrl	NYK:9000911650101	EA	2	19 Weeks
Isolated Gate Drive Surge PNL	NYK:9000911810001	EA	2	7 Weeks
Relay Neutral 4FB-2F-1B(HD) 500 OHM A62-310	US2:400020	EA	2	13 Weeks
Socket Assembly & Test Post Kit	NYK:420000-75X	EA	2	4 Weeks
Link Assy, Test	NYK:024620-19X	EA	50	10 Weeks
40VDC, Trip Stop Magnet	NYK:MISC	EA	4	38 Weeks
Junction Box	NYK:MISC	EA	4	44 Weeks
Test Link Assy, w/ 1" Centers	NYK:024620-3X	EA	300	10 Weeks
Nut, Gold Test	NYK:024620-13	EA	300	8 Weeks
Nut, Clamp AAR (Flat) 14-24	NYK:023832	EA	2000	38 Weeks
Washer, Beveled AAR (flat)	NYK:023834	EA	2000	38 Weeks
Nut, Binding AAR, Shoulder, 14-24	NYK:023831	EA	2000	38 Weeks
Nut, Insulated	NYK:023408-1X	EA	50	24 Weeks
RAILWAY SYSTEMS				
Signaling No.6 Power 115RE LH For Trackwork on SO 3513971	CSV-24 (LH)	EA	2	240 Days
Signaling No.6 Power 115RE RH For Trackwork on SO 3513971	CSV-24 (RH)	EA	2	240 Days
NATIONAL RAILWAY SUPPLY				
DDR50-17 (400AH)	N/A	EA	14	TBD at time of order



Clarifications

1. This proposal is only for the procurement and handling of long lead materials. All construction and design activities will be handled under a separate proposal for their associated scope of work.
2. Any remaining material needed for this project will be included in the construction proposal that will be proposed at a later date.
3. The intent of this proposal is to attempt to mitigate impacts from long-lead times and ongoing industry wide supply chain disruptions. RMSS will continue to make every effort to plan and implement construction activities to the extent possible to adjust for changes to procurement lead-times as they are revealed. However, due to the current state of the industry we cannot guarantee that there will not be any impact to the currently assumed timeline.
 - a. Lead-times provided by vendors for several items included in this proposal do not support construction in the August 2024 time-frame.
4. This proposal assumes that existing PDF and CADD files are available and will be provided to RMSS for all system level drawings if needed.
5. A three percent contingency has been included in the cost of this proposal to account for unknown variations in material pricing and shipping costs.

Assumptions

1. RMSS assumes the following vendors and equipment to be used into the new system:
 - a. New VLC's will be provided by Alstom
 - b. New equipment for track circuits, TWC equipment, and automatic trip stop equipment will be provided by Siemens
 - c. Switch machines will be provided by Voestalpine Railway Systems Nortrak
2. All lead-times are from the time-of-order and do not include duration for task order processing and execution or product submittal review periods.

This proposal is valid for 45-days, unless extended in writing by RMSS.

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

Sincerely,

A handwritten signature in black ink, appearing to be "DJ", written over a horizontal line.

Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
Anthony Ortolani – RMSS

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



11/22/2023

Subcontractors	\$	-
Materials	\$	348,453.12
Administrative	\$	15,397.00
Design/Engineering	\$	-
Construction/Testing	\$	6,260.00
Travel & Perdiem	\$	-
Other Costs and Fee	\$	63,044.00
Total:	\$	<u>433,154.12</u>



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Contract Task Order #24-011 - Materials for University Line Overhead Catenary System Upgrades (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #24-011 (U-Line OCS Materials) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of \$555,542.38.

BACKGROUND:

In March of 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The UTA Board of Trustees approved the contract on February 24, 2021, and it was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at \$15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to \$30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current

- Repair, maintenance, and training of overhead contact systems and traction power substations
 - Inspection, connection, repair, of traffic signals
-

DISCUSSION:

UTA is requesting approval of task order #24-011 with RMSS. This task order is for the procurement of long-lead materials to upgrade the Overhead Catenary System (OCS) along the U-Line alignment. The UTA Systems group is planning to replace the track crossovers located at 450 East and Rice interlocking on the University Alignment. Both track crossovers will be replaced due to poor track conditions (rail wear). Prior to starting work, the UTA Systems Department evaluated the OCS in this section to determine if specific OCS components along this alignment should also be replaced during these track replacement outages. A field evaluation of the OCS in this area has determined that certain sections of contact wire should be replaced along with other OCS elements. To take full advantage of the shutdown period, UTA Systems Engineering proposes to also use this time to replace the worn contact wire and OCS elements along the U-Line alignment.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382-24-011
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023
Extended Contract Dates:	Through December 31, 2025
Existing Contract Value:	\$25,944,761.96
Amendment Amount:	\$555,542.38
New/Total Contract Value:	\$26,500,304.34
Procurement Method:	RFP best value modification
Budget Authority:	2024 Capital Budget - OCS Rehab and Replacement Project (SGR-398)

ALTERNATIVES:

Disapprove task order. Not ordering long-lead materials will delay construction.

FISCAL IMPACT:

Budget for this Task Order 24-011 amendment value of \$555,542.38 is included in the 2024-2028 Capital Plan.

ATTACHMENTS:

Task Order #24-011

TASK ORDER NO. 24-011

TASK ORDER NAME: U-Line OCS Upgrades - Materials

PROJECT CODE: SGR-398

This is Task Order No. 24-011 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for Task Order #24-011 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is October 31, 2024. The Final Acceptance Date for this Task is October 31, 2024.

3.0 LUMP SUM PRICE

The price for this task order is \$555,542.38. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> \$200,000

By: _____
David Hancock, Chief Capital Services Officer Date
< \$200,000

By: _____
Jared Scarbrough, Director of Capital Design/Constr. Date
< \$75,000

By: _____
Dean Hansen, Project Manager Date
< \$25,000

DocuSigned by:
Mike Bell 1/8/2024
Legal Review Date

Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Artolani
1587B142E149430...

Date: 1/5/2024



November 7th, 2023

RMSS-52598-083

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

Reference: Utah Transit Authority – Systems On-Call Services

Subject: PTO050-B University Line OCS Maintenance – Long Lead Materials

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the procurement of long lead materials required for the maintenance and upgrades to the overhead catenary system (OCS) of the University Line.

Our lump sum price for this proposal is **\$555,542.38**

General Description

UTA has requested a proposal for maintenance of the University Line OCS system to address items that are nearing their useful end-of-life.

Maintenance items included in this proposal include:

- Replacement of OCS Contact Wire in four (4) sections as shown in Exhibit A: OCS Contact Wire Replacement
- Replacement of contact wire and messenger wire insulators between 900E and the University Medical Center
- Replacement of pole mounted surge arrestors between 900E and the University Medical Center
- Maintenance of mid-point anchor assemblies

The scope of this proposal covers long-lead materials required for the maintenance activities scope above. RMSS is submitting this proposal for long-lead materials in advance of a construction proposal in an effort to ameliorate the potential for schedule impacts:

<u>DESCRIPTION</u>		<u>UNIT</u>	<u>QUANTITY</u>	<u>LEAD-TIME (DAYS)</u>
INSULATOR MATERIAL				
#201	MW Saddle (insulated)	EA	302	24-weeks
#205	CW Hanger (insulated)	EA	182	24-weeks
#345	MW Stitch Saddle (insulated)	EA	12	24-weeks
HANGER MATERIAL				
#84	1/4 Compression Sleeve	EA	257	24-weeks



#614	Crimp Cap	EA	257	24-weeks
#616	SS Thimble	EA	129	24-weeks
#705	Messenger Wire Clamp (500KCMIL)	EA	129	24-weeks
#706	Contact Wire Clamp (350 KCMIL)	EA	129	24-weeks
#707	Nylon Thimble	EA	129	24-weeks
	SS Wire Rope 1/4" (Hangers	FT	500	6-weeks
MID-POINT ANCHORS				
#168	0.75" Shackle	EA	15	24-weeks
#186	Turnbuckle	EA	15	24-weeks
#145	0.5" Strandvise	EA	29	24-weeks
#73	5/8" Eye/Eye Stick Insulator	EA	29	24-weeks
#104	0.5" Thimble (Open)	EA	72	24-weeks
#111	0.5" Spiral Guy	EA	44	24-weeks
#296	Cable Clamp 0.88	EA	44	24-weeks
#224	Strain Clamp (500 KCMIL)	EA	15	24-weeks
#497	0.5" Compression Sleeve	EA	58	24-weeks
	Strain Clamp (350 KCMIL)	EA	15	24-weeks
	Galvanized EHS Steel Guy Strand .5" 7W	FT	250	5-weeks
CONTACT WIRE REPLACEMENT				
	350 KCMIL Trolley Contact Wire	FT	3000	16-weeks
#225/III	Compression Splice	EA	12	24-weeks
#220	Trolley Wire Dead-end Clamp	EA	3	24-weeks
SURGE ARRESTORS				
171	Metal Oxide Surge Arrestor - 750 VDC	EA	15	24-weeks

Assumptions & Clarifications

1. The material in this proposal is based on the UTA OCS Specifications for the Mid-Jordan line dated 12/05/08.
2. Material lead-times are from the date the vendor receives the order which is anticipated to be approximately one-week from the issuance date of a fully executed task order for this scope of work.
3. These material quantities include approximately 20% spares which will be utilized for construction as needed and all remaining materials turned over to UTA upon completion of the construction associated with this material.
4. This proposal does not include any TensorX auto-tensioning device assembly material. The design for these items is ongoing. RMSS will provide a separate proposal for this scope of work once a final bill of materials is received.
5. **RMSS anticipates DBE participation of 49% for this proposal.**
6. This proposal for long lead materials is an attempt to mitigate the effects of ongoing industry wide supply chain disruptions. RMSS will continue to coordinate construction and maintenance activities associated with this material to the absolute extent possible,



but can make no guarantees that the currently assumed timeline for construction will not be impacted by procurement lead-times outside of RMSS control.

Exclusions

1. Mid-point anchor materials.
2. Ground wire and ground rods associated with surge arrestors.
3. Feeder cable
4. Contact wire and messenger wire insulators associated with sharp curves and webbing
5. Contact wire and messenger wire insulators with custom spring tension assemblies
6. RMSS is not introducing any design changes to the system, as such no design or drafting of any kind is included in this scope of work.

This proposal is valid for 30 days, unless extended in writing by RMSS.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani".

Anthony Ortolani
Area Manager
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS
Doug Jones – RMSS

Attachments:

- *University Line OCS Maintenance Exhibit Rev1*

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

UTA - On Call

**PTO-050B University Line OCS Maintenance
Long Lead Materials**



Task Order Estimate Summary

11/7/2023

Subcontractors	\$	-
Materials	\$	460,437.38
Administrative	\$	9,248.00
Design/Engineering	\$	-
Construction/Testing	\$	-
Travel & Perdiem	\$	-
Other Costs and Fee	\$	85,857.00
Total:	\$	555,542.38



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/14/2024

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-001 - Maintenance of Way Training Yard (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #24-001 to the on-call maintenance contract with Stacy and Witbeck, Inc. and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$2,814,521 to construct the drainage, duct bank, earthwork, and track work associated with the MOW training facility at UTA's Semi-Service yard location.

BACKGROUND:

UTA is developing an apprenticeship program for the rail maintenance employees. This program will provide proper training to employees who maintain, operate, inspect, and troubleshoot the UTA rail systems, including the Front Runner Commuter Rail and the TRAX Light Rail systems. UTA is in the process of developing a comprehensive, full-scale training yard that will provide real-life training scenarios on actual equipment utilized on UTA rail systems. The curriculum for the apprenticeship program will utilize the training yard infrastructure and functionality.

In October 2020, UTA procured an on-call maintenance contractor focused specifically on infrastructure assets. The UTA Board of Trustees approved the master tack ordering agreement with Stacy and Witbeck on January 27, 2021. This contract is for three-years (with 2 option years) and will be coming up for re-procurement in 2024.

The MOW training yard work is the same type of work performed by the on-call contractors on the SGR projects. The only difference is that it is not in revenue service. The UTA MOW department will maintain this equipment, just as any other MOW equipment. The material is identical to the in-service material. This

training yard project has always been planned to use on-call services to perform the work.

DISCUSSION:

The purpose of the project is to support the active MOW system by improving the knowledge and training of the MOW personnel. The project will repurpose existing infrastructure removed from SGR projects, and install them in a controlled environment to directly improve the safety and reliability of the active system.

This training yard will allow UTA Maintenance of Way (MOW) employees to become proficient in the systems they maintain in a safe environment that does not affect revenue trains. Employees will be able to improve their maintenance response times, knowledge base, and overall confidence when troubleshooting mainline system components.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-24-1
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	January 1, 2024 through December 31, 2024
Existing Contract Value:	\$31,934,732.00
Amendment Amount:	\$2,814,521
New/Total Contract Value:	\$34,749,253
Procurement Method:	RFP best value modification
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

If disapproved, the training yard track, drainage, and civil infrastructure will not be constructed.

FISCAL IMPACT:

Budget for this contract amendment is included in the 2024-2028 Capital Program.

ATTACHMENTS:

- 1) Contract



Task Order Request #24-001 - MOW Training Yard

Status	Open	Assignees	Dean Hansen
Created Date	Jan 16, 2024	Issued Date	Jan 16, 2024
		Location	MOW Training Yard

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	40-3271.63000.3005
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

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

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order [23-673 - MOW Training Yard - Scope Letter and Price Proposal\[53\].pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
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3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of \$2,814,521.00

Independent Cost Estimate (ICE) link, if applicable [MSP 271 PTO 21C Civil Construction ICE_2024_Final.xlsx](#)

This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates. No

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

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? No

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of N/A

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

UTAH TRANSIT AUTHORITY:

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

Signature (Legal) By: Mike Bell (DocuSigned by: 70E33A415BA44F6...)

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

Signature (Project Manager) By: Dean Hansen (DocuSigned by: 3997B09AD1A5455...); Name: Dean Hansen; Title: Manager of Systems Engineering; Date: 2/6/2024

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

Signature (Director) By: Jared Scarbrough (DocuSigned by: 91ABD751A0BD4BE...); Name: Jared Scarbrough; Title: Dir. Capital Design & Construction; Date: 2/6/2024

Signature (Procurement) By: Vicki Woodward (DocuSigned by: 1718/2024); Date: 1/18/2024

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

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

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor) By: Collin Christensen (DocuSigned by: ACA3AB62808B4E2...); Date: 1/18/2024

Stacy and Witbeck

January 12, 2024

On Call Services

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

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-673 - MOW Training Yard

Dear Jake:

We are pleased to provide the attached cost estimate to construct the drainage, ductbank, earthwork, and track work associated with the MOW training facility at the Semi-Service yard location

Exclusions:

- Sales Tax on Permanent Materials
- Davis Bacon Wages
- Federal Clause Requirements
- DBE requirements

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total \$170,818.00 – This bid item includes Stacy and Witbeck field support from field engineer and superintendent to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

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

Stacy and Witbeck

Bid Item 2000 – Safety Program and Administration – 1 LS – Total \$21,006.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$39,682.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories and QTI to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation.

Bid Item 4000 – Embedded OTM Procurement – 1 LS – Total \$47,091.00 – This bid item includes the cost for Whitaker Construction to investigate and line approximately 480 LF of existing storm sewer pipe at Warm Springs. Includes tie-in of roof drain laterals, pipe cleaning, backfill, and pavement restoration.

Bid Item 5000 – SWPPP & Dust Control – 1 LS – Total \$15,750.00 – This bid item includes the cost to install necessary BMP as part of SWPPP measures. Also includes cost for water truck and water for dust control measures.

Bid Item 6000 – Survey – 1 LS – Total \$9,979.00 – This bid item includes the cost to provide survey needs and layout for the project.

Bid Item 10000 – Mobilization – 1 LS – Total \$16,178.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 20002 – Excavate – West Detention Pond – 1,160 CY – Total \$24,592.00 – This bid item includes the cost to excavate the detention pond on the west side of Track 1.

Bid Item 20004 – Excavate – East Detention Pond – 1,899 CY – Total \$40,258.80 – This bid item includes the cost to excavate the detention pond on the east side of Track 3.

Bid Item 20006 – 15” RCP CL III – 408 LF – Total \$64,790.40 – This bid item includes the cost to purchase, excavate, bed, lay, and backfill all 15” CL III RCP pipe on the project.

Bid Item 20008 – Connect 15” RCP to Existing Structure – 2 EA – Total \$6,024.00 – This bid item includes the cost to connect the new RCP pipe to existing structures already located within the project.

Bid Item 20010 – Catch Basin (APWA 315.1) – 8 EA – Total \$40,832.00 – This bid item includes the cost to purchase, excavate, install, and backfill all catch basins shown to be installed.

Bid Item 20012 – 15” Pipe Outfall End Section – 8 EA – Total \$11,032.00 – This bid item includes the cost to purchase, excavate, install, and backfill the end section to the new 15” pipe runs.

Stacy and Witbeck

Bid Item 20014 – Detention Pond Outlet Structure – 2 EA – Total \$16,142.00 – This bid item includes the cost to purchase, excavate, install, and backfill the outlet structures located in the southern ends of the east and west detention ponds.

Bid Item 20016 – Loose Riprap – 170 CY – Total \$21,360.50 – This bid item includes the cost to purchase, excavate, and install riprap in the areas indicated on the drawings.

Bid Item 30002 – Demo & Remove Existing Concrete Pavement – 6,010 SF – Total \$18,270.40 – This bid item includes the cost to demo and haul off areas of existing concrete pavement which are shown to be removed and replaced. These areas are for the embedded track on the south end of Track 1 and for the at-grade crossing section on the southern end of Track 3.

Bid Item 30004 – Excavation - Track – 1,955 CY – Total \$41,446.00 – This bid item includes the cost to excavate areas necessary for track construction.

Bid Item 30006 – Construct Access Road – Track 3 – 3,075 SF – Total \$9,993.75 – This bid item includes the cost to construct the access road at the northern end of Track 3.

Bid Item 30008 – Embedded Track Construction – 655 TF – Total \$201,740.00 – This bid item includes the cost to purchase steel ties, rail boot, other track materials for the embedded track areas. Includes all labor and equipment to construct track and place concrete. Rail to be provided by UTA.

Bid Item 30010 – Ballasted Track – 1,036 TF – Total \$383,320.00 – This bid item includes the cost to purchase ballast and other track materials for the ballasted track areas. Includes all labor and equipment to construct ballasted track. Rail and concrete ties to be provided by UTA.

Bid Item 30012 – Track Transition Slab – 2 EA – Total \$48,806.00 – This bid item includes the cost to construct the transition slabs between the ballasted and embedded track sections on Track 1 and Track 3.

Bid Item 30014 – No. 10 Turnout – 4 EA – Total \$118,280.00 – This bid item includes the cost to construct 4 EA No. 10 turnouts that have been salvaged from UTA facilities. Includes purchase of new OTM for the special trackwork.

Bid Item 40002 – PCCP Pavement – Transition Slab – 3,090 SF – Total \$97,026.00 – This bid item includes the cost to construct the concrete pavement transitions required at the embedded track locations to transition the existing pavement into the new trackway elevations of the embedded track.

Bid Item 40004 – 6' Chain Link Fence – 75 LF – Total \$7,023.75 – This bid item includes the cost to install 6' chain link fence in the Northeast corner of the project.

Bid Item 40006 – Bollards – 6 EA – Total \$6,756.00 – This bid item includes the cost to install bollards at the north ends of all 3 tracks.

Stacy and Witbeck

Bid Item 50002 – Signal/Comm Ductbank – 7,506 LCF – Total \$364,041.00 – This bid item includes the cost to purchase all conduit for the signal/comm ductbank. Includes excavation, conduit installation, concrete, and backfill of the ductbank.

Bid Item 50004 – Communication Ductbank S36 – 240 LCF – Total \$23,712.00 – This bid item includes the cost to purchase all conduit for Comm Ductbank S36. Includes excavation, conduit installation, concrete, and backfill of the ductbank.

Bid Item 50006 – Power Supply Ductbank – 1,068 LCF – Total \$101,673.60 – This bid item includes the cost to purchase all conduit the power supply ductbank. Includes excavation, conduit installation, concrete, and backfill of the ductbank. Conduit installation is only up to the TPSS and house locations. All elbows and required sweeps into signal and/or TPSS facilities is not included at this time.

Bid Item 50008 – Power Ductbank PO7 – 1,180 LCF – Total \$126,496.00 – This bid item includes the cost to purchase all conduit for Power Ductbank PO7. Includes excavation, conduit installation, concrete, backfill, and pavement restoration for the ductbank.

Bid Item 50010 – TPSS Ductbank – 4,228 LCF – Total \$261,290.40 – This bid item includes the cost to purchase all conduit for the TPSS Ductbank. Includes excavation, conduit installation, concrete, and backfill, and backfill of the ductbank. Conduit installation is only up to the TPSS and house locations. All elbows and required sweeps into signal and/or TPSS facilities is not included at this time.

Bid Item 50012 – Pull Box (Type 1) – 14 EA – Total \$73,276.00– This bid item includes the cost to purchase all Type 1 pull boxes required for the project. Includes excavation, installation, and backfill of the boxes.

Bid Item 50013 – Pull Box (Type 2) – 8 EA – Total \$47,936.00– This bid item includes the cost to purchase all Type 2 pull boxes required for the project. Includes excavation, installation, and backfill of the boxes.

Bid Item 50014 – Pull Box (Type 3) – 3 EA – Total \$22,227.00– This bid item includes the cost to purchase all Type 3 pull boxes required for the project. Includes excavation, installation, and backfill of the boxes.

Bid Item 50015 – Pull Box (Type 5) – 15 EA – Total \$119,310.00– This bid item includes the cost to purchase all Type 5 pull boxes required for the project. Includes excavation, installation, and backfill of the boxes

Stacy and Witbeck

Bid Item 100000 – Fee (7.5%) – 1 LS – Total \$196,361.40 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$2,814,521.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

11/09/2023 12:00
 23-673 MOW Training Yard
 *** Blaine Thomas, BT

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	170,818.00	170,818.00
2000	Safety Program & Administration	1.000	LS	21,006.00	21,006.00
3000	QC Program & Testing	1.000	LS	39,682.00	39,682.00
4000	Embedded OTM Procurement	1.000	LS	47,091.00	47,091.00
5000	SWPPP & Dust Control	1.000	LS	15,750.00	15,750.00
6000	Survey	1.000	LS	9,979.00	9,979.00
10000	Mobilization	1.000	LS	16,178.00	16,178.00
20002	Excavate - West Detention Pond	1,160.000	CY	21.20	24,592.00
20004	Excavate - East Detention Pond	1,899.000	CY	21.20	40,258.80
20006	15" RCP CL III	408.000	LF	158.80	64,790.40
20008	Connect 15" RCP to Existing Structure	2.000	EA	3,012.00	6,024.00
20010	Catch Basin (APWA 315.1)	8.000	EA	5,104.00	40,832.00
20012	15" Pipe Outfall End Section	8.000	EA	1,379.00	11,032.00
20014	Detention Pond Outlet Structure	2.000	EA	8,071.00	16,142.00
20016	Loose Riprap	170.000	CY	125.65	21,360.50
30002	Demo & Remove Existing Concrete Pavement	6,010.000	SF	3.04	18,270.40
30004	Excavation - Track	1,955.000	CY	21.20	41,446.00
30006	Construct Access Road - Track 3	3,075.000	SF	3.25	9,993.75
30008	Embedded Track Construction	655.000	TF	308.00	201,740.00
30010	Ballasted Track	1,036.000	TF	370.00	383,320.00
30012	Track Transition Slab	2.000	EA	24,403.00	48,806.00
30014	No.10 Turnout	4.000	EA	29,570.00	118,280.00
40002	PCCP Pavement - Transition Slab	3,090.000	SF	31.40	97,026.00
40004	6ft Chain Link Fence	75.000	LF	93.65	7,023.75
40006	Bollards	6.000	EA	1,126.00	6,756.00
50002	Signal/Comm Ductbank	7,506.000	LCF	48.50	364,041.00
50004	Communication Ductbank S36	240.000	LCF	98.80	23,712.00
50006	Power Supply Ductbank	1,068.000	LCF	95.20	101,673.60
50008	Power Ductbank PO7	1,180.000	LCF	107.20	126,496.00
50010	TPSS Ductbank	4,228.000	LCF	61.80	261,290.40
50012	Pull Box (Type 1)	14.000	EA	5,234.00	73,276.00
50013	Pull Box (Type 2)	8.000	EA	5,992.00	47,936.00
50014	Pull Box (Type 3)	3.000	EA	7,409.00	22,227.00
50015	Pull Box (Type 5)	15.000	EA	7,954.00	119,310.00

Subtotal \$2,618,159.60

100000	Fee (7.5%)	1.000	LS	196,361.40	196,361.40
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Bid Total =====> \$2,814,521.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

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

TITLE:

Pre-Procurements

- South Jordan TRAX Station Construction
- UTA Facilities Waste Collection and Disposal
- Westside Express Design
- Bridge Inspection Program

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:

- **South Jordan TRAX Station Construction.** This is a procurement to contract with a firm to provide construction of a new TRAX platform in South Jordan near the future baseball stadium. It will be procured as a CMGC contract so that the contractor can help identify and mitigate long lead-time procurement items. The first phase will be for contractor input and assistance during the final design of the platform, and the second phase will be for the actual construction of the platform. Construction is expected to begin in the summer of 2024 with a completion date in the spring of 2025. Funding for this project is included in

the Capital Development budget under code MSP300. The term of this contract will be for 18 months, and the procurement will be conducted as an RFP where technical criteria will be evaluated and scored in addition to price. (Req. 13142, David Osborn)

- **UTA Facilities Waste Collection and Disposal.** This is a procurement to contract with a firm to provide waste collection and disposal for all UTA facilities from Ogden to Provo. Funding for this contract is included in the Facilities Maintenance Operating Expense budget, and payments will be made by each division to the vendor using their p-card. The term of this contract will be for 5 years, and the procurement will be conducted as an IFB where award will be given to the lowest-priced vendor. (Req. 13180, Guy Miner)
- **Westside Express Design.** This is a procurement to contract with a firm to provide final design of the Westside Express bus project. The project includes the design of four park-and-ride lots, 22 bus stops along the 5600 West corridor, and traffic improvements. The project will include survey, geotechnical, utilities, drainage design, park and rides, bus stops, and traffic analysis. Coordination with Cities and UDOT will be a necessary component to the project's success. Funding for this project is included in the Capital Development budget under code MSP260. The term of the contract will be for a term of 2 years, and the procurement will be conducted as an RFP. (Req. 13194 Travis College)
- **Bridge Inspection Program.** This is a procurement to contract with a firm to provide bridge inspection services. Inspection of UTA bridges is required by the FRA to be completed on an annual basis. These rail bridges and culverts are located long UTA's rail corridors and include both Commuter Rail and Light Rail. Bridge inspections require physical inspection of bridges and associated components with photos, documentation, and ratings to identify any potential hazards/concerns. Funding for this contract is included in the State of Good Repair Capital Services budget under code SGR359. This contract will be a 3-yr contract with two 1-year options, and the procurement will be conducted as an RFP. (Req. 13225, Grey Turner)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Chief Operating Officer
PRESENTER(S): Cheryl Beveridge, Chief Operating Officer
Ryan Taylor, Special Services GM

TITLE:

Fare Agreement: Transportation Services Contract (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute agreement with the State of Utah Department of Health and Human Services/Division of Services for People with Disabilities for transportation services trip reimbursement.

BACKGROUND:

UTA has a long-standing agreement with the Division of Services for People with Disabilities under the State of Utah Dept of Health and Human Services to provide paratransit trips for eligible DSPD riders with eligible trip purposes. These trips are reimbursed to UTA at a negotiated rate with federal Medicaid funding. UTA pays the local "seed" amount (equivalent to local matching funds). No state funds are included in this agreement. This is a five-year agreement.

There is no change to the reimbursement rates from the increased rates in the 2023 contract extensions.

It is anticipated to have 10% rate increases per year following historical patterns.

UTA staff will continue to negotiate for a larger base increase amount above 10% which triggers approvals from CMS (Center for Medicare and Medicaid) to reach our strategic goal of reimbursement closer to our actual trip cost.

A key provision of previous agreements and continued with this agreement is to not leave DSPD riders

unattended in the vehicle without line of sight of the driver. A new requirement was added for UTA to report to DHHS if Persons were left unattended in case of an emergency. This accommodates a request by the ATU and UTA labor for situations in which a driver must immediately leave the vehicle in an emergency, leaving DSPD riders unattended, such as a medical situation or sickness.

DISCUSSION:

This contract allows continued service for DSPD riders on UTA’s Paratransit service.

CONTRACT SUMMARY:

Contractor Name:	State of Utah Department of Health and Human Services/Division of Services for People with Disabilities (DSPD)
Contract Number:	24-P00329 (DHS contract #A04189)
Base Contract Effective Dates:	2/1/2024 - 1/31/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	Estimated \$14,179,533
Procurement Method:	N/A
Budget Authority:	2024 Operational Revenue Budget

ALTERNATIVES:

Not execute the agreement. This would have a severe negative impact on the community including those who have disabilities, caregivers and support programs. Individually they would pay the Paratransit fare out of pocket and UTA would receive far less revenue. Not recommended.

FISCAL IMPACT:

Continued revenue with anticipated 10% increases per year unless successfully negotiated above this rate with CMS in future years (years 2-5)

ATTACHMENTS:

Utah Department of Health & Human Services - UTA SPD 2024 Agreement

DSPD billing and revenue estimates

Attachment A: Utah Department of Health and Human Services Public Entity Terms

1. Definitions:

"Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or other agents of the Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this contract.

"Contract Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"DHHS" means the Utah Department of Health and Human Services.

"Goods" means all types of tangible personal property (commodities), including but not limited to materials, supplies, Work Product, and equipment that Contractor is required to deliver to DHHS. To the extent this contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.

"Person" means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.

"Services" means the furnishing of labor, time, or effort by the Contractor pursuant to this contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

"State" means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this contract, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"Subcontractor" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a Person or entity that is, or will be, providing or performing an essential aspect of this contract, including the Contractor's manufacturers, distributors, and suppliers.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

"Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, deliverable, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered, or reduced to practice by the Contractor or the Contractor's Subcontractors (either alone or with others) pursuant to this contract. Work Product will be considered a work made for hire under federal, State, and local laws; and all interest and title will be transferred to and owned by DHHS. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any DHHS intellectual property, the Contractor's intellectual property (that it owned or licensed prior to this contract) or third party intellectual property.

2. **Governing Law and Venue:** This contract is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this contract must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Amendments:** This contract may only be amended by mutual written agreement signed by both parties.
4. **No Automatic Renewals:** This contract will not automatically renew.
5. **Scope Changes:** Any changes to the scope of Goods or Services required under this contract must be executed by written amendment signed by the parties.
6. **Laws and Regulations:** The Contractor shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
7. **Independent Contractors:** The Contractor shall ensure that any Subcontractors act in an independent capacity and not as officers, employees, or agents of DHHS.
8. **Invoicing:** Unless otherwise stated in the scope of work, the Contractor shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the Services were provided or within 20 days of the delivery of the Goods to DHHS. The Contractor shall list this contract number on all invoices, freight tickets, and correspondence relating to this contract. The prices paid by DHHS will be those prices listed in this contract, unless the Contractor offers a prompt payment discount on its invoice. DHHS may adjust or return any invoice reflecting incorrect pricing. The Contractor shall submit all final billings under this contract within 14 days of expiration or termination of the contract, regardless of the Contractor's billing period. Notwithstanding the foregoing, the Contractor shall submit all billings for Services performed or Goods delivered on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Contractor's billing period or the expiration or termination date of this contract.
9. **Payment:**
 - 9.1. DHHS shall pay the contracted amounts, less amounts collected by the Contractor from any other Person not a party to this contract legally liable for the payments for the Goods and Services.
 - 9.2. DHHS shall make payments within 30 days after a correct invoice is received.
 - 9.3. If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Contractor for Goods delivered and Services performed through the date of cancellation or reduction, and DHHS will not be liable for any future commitments, penalties, or liquidated damages.
 - 9.4. Upon 30 days written notice, the Contractor shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Contractor or its Subcontractors.
10. **Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon 30 days written notice delivered to the Contractor, DHHS may terminate this contract in whole or in part, or proportionately reduce the Goods and Services due and the amounts due, if DHHS reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this contract; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall pay the Contractor for the Goods and Services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- 11. Suspension of Work:** DHHS shall give the Contractor written notice should DHHS suspend the Contractor's responsibilities under this contract. The Contractor's responsibilities may be reinstated upon advance written notice from DHHS.
- 12. Indemnification:**
- 12.1. If the Contractor is a governmental entity, the parties agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 12.2. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
- 13. Intellectual Property Indemnification:** The Contractor shall indemnify and hold DHHS harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the Contractor's liability, such limitations of liability will not apply to this section.
- 14. Debarment:** DHHS may immediately terminate this contract if DHHS determines that the Contractor has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Contractor certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this contract. The Contractor shall immediately notify DHHS if the Contractor becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.
- 15. Termination and Default:**
- 15.1. **Termination for Convenience.** DHHS may terminate this contract without cause, upon 30 days written notice to the Contractor. If the Contractor terminates this contract without cause, DHHS may treat the Contractor's action as a default under this contract.
- 15.2. **Termination for Cause.** Each party may terminate this contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this contract 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Contractor's liability for damages.
- 15.3. **Payment After Termination.** DHHS shall pay the Contractor for the Goods delivered and Services properly performed under this contract up to the effective date of the notice of termination. The Contractor agrees that in the event of termination, the Contractor's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all Goods delivered and Services properly performed as authorized under this contract up to the date of termination, as well as any reasonable monies owed as a result of the Contractor having to terminate other contracts necessarily and appropriately entered into by the Contractor pursuant to this contract. In the event of such termination, the Contractor shall promptly deliver to the State all Work Product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by the Contractor under this contract up to the date of termination.
- 15.4. **Cover.** If DHHS terminates this contract for cause, DHHS may procure replacement Goods or Services upon terms and conditions necessary to replace the Contractor's obligations. If the termination is due to the Contractor's failure to perform, and DHHS procures replacement Goods or Services, the Contractor agrees to pay any excess costs associated with obtaining the replacement Goods or Services.

15.5. Default. Any of the following events will constitute cause for DHHS to declare the Contractor in default of this contract: (i) the Contractor's non-performance of its requirements and obligations under this contract; or (ii) the Contractor's material breach of any term or condition of this contract. If the Contractor defaults in any manner in the performance of any obligation under this contract, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Contractor's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Contractor under this contract, any other current contract between DHHS and the Contractor, or any future payments due the Contractor to recover the funds. DHHS shall notify the Contractor of DHHS's action in adjusting the amount of payment or withholding payment. This contract is executory until such repayment is made.

16. Remedies: In addition to terminating this contract upon default or breach of the Contractor, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Contractor from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Contractor for Goods or Services that do not conform to this contract.

17. Reviews: DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Contractor to meet all of the terms and conditions of this contract.

18. Performance Evaluation: DHHS may conduct a performance evaluation of the Contractor's Services, including the Contractor's Subcontractors. DHHS may make the results of any evaluation available to the Contractor.

19. Public Information: The Contractor agrees that this contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("GRAMA").

20. Publicity: The Contractor shall not advertise or publicize matters relating to this contract without the prior written approval of DHHS.

21. Information Ownership: Except for confidential medical records held by direct care providers, if the Contractor uses any Subcontractors for activities arising out of this contract, the Contractor shall ensure it maintains exclusive ownership and title to all information gathered, reports developed, and conclusions reached in performance of this contract. The Contractor shall require any Subcontractors to obtain prior written consent from the Contractor prior to using or disclosing information gathered, reports developed, or conclusions reached in performance of activities arising out of this contract.

22. Information Practices: The Contractor shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Contractor to enter into a business associate agreement if applicable. The Contractor shall receive or request from DHHS only information about an individual that is necessary to the Contractor's performance of its duties and functions. The Contractor shall use the information only for purposes of this contract.

23. Secure Protection and Handling of State Data:

23.1. If the Contractor is given access to or stores State Data as part of this contract, the protection of State Data must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data. The Contractor shall safeguard the confidentiality, integrity, and availability of the State Data. The Contractor agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use

such information for any purpose whatsoever other than the performance of this contract. The improper use or disclosure of confidential information is strictly prohibited.

- 23.2. Any and all transmission or exchange of State Data must take place via secure means. The Contractor shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Contractor agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Contractor agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 23.3. The Contractor shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this contract relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this contract and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this contract or otherwise agreed to in writing by DHHS.
- 23.4. The Contractor shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Contractor's attention. The Contractor shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, Subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this contract. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

24. Intellectual Property Ownership: DHHS and the Contractor recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this contract, but specifically created or manufactured under this contract, is considered work made for hire, and the Contractor shall transfer any ownership claim to DHHS.

25. Work Product Ownership: In the event that the Contractor provides Work Product to DHHS pursuant to this contract, the Contractor grants the ownership in Work Product, which has been developed and delivered by the Contractor exclusively for DHHS and is specifically within the framework of fulfilling the Contractor's obligations under this contract. Work Product will be deemed work made for hire, such that all intellectual property rights, title, and interest in the Work Product will pass to DHHS, to the extent that the Work Product is not recognized as work made for hire, the Contractor hereby assigns to DHHS any and all copyrights in and to the Work Product, subject to the following:

- 25.1. The Contractor has received payment for the Work Product,
- 25.2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("**Intellectual Property Rights**") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Services performed under this contract ("**Background IP**"), and
- 25.3. The Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in

performing the Services (collectively, the “Utilities”), and (b) such ideas, concepts, know-how, processes, and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of the Contractor in the course of performing the Services or creating the Work Product, other than portions that specifically incorporate proprietary or confidential information or Work Product of DHHS (collectively, the “Residual IP”), even if embedded in the Work Product.

25.4. The Contractor shall not distribute or market Work Product, not including the Contractor’s Intellectual Property Rights, Background IP, and Residual IP, without written approval by DHHS.

25.5. The Contractor agrees to grant to DHHS a perpetual, irrevocable, royalty-free license to use the Contractor’s Background IP, Utilities, and Residual IP, as defined above, solely for DHHS and the State to use the Work Product. DHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for DHHS’s and the State’s internal purposes, such Work Product. For the Goods or Services delivered that consist of the Contractor’s scripts and code and are not considered Work Product, for any reason whatsoever, the Contractor grants DHHS a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for DHHS’s and the State’s internal business operation under this contract. DHHS and the State may not participate in the transfer or sale of, create derivative works from, or in any way exploit the Contractor’s Intellectual Property Rights, in whole or in part.

26. **Software Ownership:** If the Contractor develops or pays to have developed computer software exclusively with funds or proceeds from this contract to perform its obligations under this contract, or to perform computerized tasks that it was not previously performing to meet its obligations under this contract, the computer software will be exclusively owned by or licensed to DHHS. If the Contractor develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from this contract, or to modify software to perform computerized tasks in a manner different than previously performed, to meet its obligations under this contract, the addition will be exclusively owned by or licensed to DHHS. In the case of software owned by DHHS, DHHS grants to the Contractor a nontransferable, nonexclusive license to use the software in the performance of this contract. In the case of software licensed to DHHS, DHHS grants to the Contractor permission to use the software in the performance of this contract. This license or permission, as the case may be, terminates when the Contractor has completed its work under this contract. If the Contractor uses computer software licensed to it which it does not modify or program to handle the specific tasks required by this contract, then to the extent allowed by the license agreement between the Contractor and the owner of the software, the Contractor grants to DHHS a continuing, nonexclusive license for either DHHS or a different contractor to use the software in order to perform work substantially identical to the work performed by the Contractor under this contract. If the Contractor cannot grant the license as required by this section, then the Contractor shall reveal the input screens, report formats, data structures, linkages, and relations used in performing its obligations under this contract in such a manner to allow DHHS or another contractor to continue the work performed by the Contractor under this contract.

27. **Updates and Upgrades:** The Contractor grants to DHHS a non-exclusive, non-transferable license to use upgrades and updates provided by the Contractor. Such upgrades and updates are subject to the terms of this contract. DHHS shall download, distribute, and install all updates as released by the Contractor. The Contractor shall use commercially reasonable efforts to provide DHHS with work-around solutions or patches to reported software problems that may affect DHHS’s use of the software during the length of this contract.

28. **Technical Support and Maintenance:** If technical support and maintenance is a part of the Goods or Services that the Contractor provides under this contract, the Contractor will use commercially reasonable efforts to respond to DHHS in a reasonable time when DHHS makes technical support or maintenance requests regarding the Goods or Services.

29. **Equipment Purchase:** The Contractor shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with contract funds.

30. Acceptance and Rejection: DHHS will have 30 days after the performance of the Services or delivery of the Goods to perform an inspection of the Goods or Services to determine whether the Goods and Services conform to the standards specified in this contract prior to acceptance of the Goods or Services by DHHS. If the Contractor delivers nonconforming Goods or Services, DHHS may, at its option and at the Contractor's expense: (i) return the Goods or Services for a full refund; (ii) require the Contractor to promptly correct or re-perform the nonconforming Goods or Services subject to the terms of this contract; or (iii) obtain replacement Goods or Services from another source, subject to the Contractor being responsible for any cover costs.

31. Record Keeping, Audits, and Inspections:

31.1. For financial reporting, the Contractor shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").

31.2. The Contractor shall retain all records which relate to disputes, litigation, and claim settlements arising from contract performance or cost or expense exceptions, until all disputes, litigation, claims, or exceptions are resolved.

31.3. The Contractor shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Contractor shall comply with applicable federal cost principles and contract administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Contractor shall send copies of required reports to dhhsfinancialreports@utah.gov.

31.4. If the Contractor enters into an agreement with a subrecipient, the Contractor shall report all Federal Funding Accountability and Transparency Act (FFATA) requirements to DHHS each time funding is awarded or amended.

32. Standard of Care: The Services of the Contractor and its Subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar Services, which similarities include the type, magnitude, and complexity of the Services that are the subject of this contract. The Contractor shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

33. Employment Practices: The Contractor shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of Services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the workplace; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Contractor's employees or Persons served.

34. Federal Requirements: The Contractor shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of

drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Contractor shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

35. **Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
36. **Subcontracts:** The Contractor retains ultimate responsibility for performance of all terms, conditions, and provisions of this contract that are subcontracted or performed by a Subcontractor. When subcontracting, the Contractor agrees to use written subcontracts that conform to federal and State laws. If any Subcontractor is a subrecipient, the Contractor shall comply with all federal regulations governing subrecipients as set out in 2 CFR Part 200. If the Contractor enters into an agreement with a subrecipient, the Contractor shall notify DHHS of its compliance with 2 CFR Part 200 in the manner required by DHHS.
37. **Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this contract after determining that the delay or default will likely prevent successful performance of this contract.
38. **Severability:** The invalidity or unenforceability of any provision, term, or condition of this contract will not affect the validity or enforceability of any other provision, term, or condition of this contract, which will remain in full force and effect.
39. **Survival of Terms:** Termination or expiration of this contract will not extinguish or prejudice DHHS's right to enforce this contract with respect to any default or defect in the Services that has not been cured.
40. **Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.

- 41. Order of Precedence:** The terms of this contract will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this contract's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Contract Signature Page(s); (2) this Attachment A; (3) DHHS scope of work; (4) Any other attachments.
- 42. Time is of the Essence:** The Contractor shall complete Services or deliver Goods by any deadline stated in this contract. For all Goods and Services, time is of the essence. The Contractor shall be liable for all reasonable damages to DHHS and the State, and anyone to whom the State may be liable, as a result of the Contractor's failure to timely perform the Services required under this contract.
- 43. Contractor Contact Information:** The Contractor shall ensure that DHHS has accurate contact information for the Contractor at all times throughout the duration of this contract and throughout the duration of the Contractor's record retention responsibilities. The Contractor shall immediately notify DHHS of any changes to contact information.
- 44. Entire Agreement:** This contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised: 11/16/2023)

ATTACHMENT B: SCOPE OF WORK

Article 1 GENERAL REQUIREMENTS

1.1 **Purpose.** The purpose of this contract is to provide transportation services for Persons to access the community, employment and day supports.

1.2 **Definitions.** In this contract, the following definitions apply:

"**Person**" means an individual who has Intellectual Disabilities, Related Conditions ("ID.RC") or Acquired Brain Injury ("ABI") as defined in Utah Administrative code, Rule R539-1, and found eligible to receive services by the Utah Department of Health and Human Services, Division of Services for People with Disabilities ("DHHS"), or an individual who is a DHHS client and has been approved by DHHS to receive services under this contract.

"**SC**" means support coordinator. An SC is an individual who provides assistance, coordination, and monitoring of funding and services for the Person.

"**Staff**" means any individual hired by the Contractor to provide services or who has access to the Person's identifying information.

"**USTEPS**" means DHHS Utah System for Tracking Eligibility, Planning, and Services. USTEPS is a web-based case management system used by DHHS employees and SCs.

"**UPI**" means USTEPS Provider Interface. UPI is used by DHHS contracted providers.

"**1056**" means a document that outlines each Persons' authorized service type, the maximum service unit, dollar amount and time frame allowed.

1.3 **Qualifications.** The Contractor shall ensure all Staff providing transportation services maintain a current commercial driver license as required by Utah law.

Article 2 ADMINISTRATIVE REQUIREMENTS

2.1 **Medicaid Enrollment.** The Contractor shall be enrolled as an approved Medicaid Provider with the Division of Integrated Healthcare ("DIH"). The approval process is administered by the DHHS contracts team.

2.2 **Training Requirements.**

- (a) The Contractor shall ensure its Staff complete and achieve competency as determined by the Contractor in the following training areas within 30 days of employment hire and prior to working with Persons without supervision:

- (1) emergency procedures, including when to call 911 in the case of an emergency;
 - (2) incident reporting requirements;
 - (3) orientation to Persons;
 - (4) catastrophic emergency and civil crisis procedures;
 - (5) legal rights of Persons, including human rights as found in Utah Administrative code R539-3;
 - (6) abuse, neglect, exploitation, and mandatory reporting laws;
 - (7) DHHS Provider Code of Conduct, signed and dated annually by each Staff and maintained in the Staff's record;
 - (8) confidentiality and Health Insurance Portability and Accountability Act ("HIPAA");
 - (9) the Contractor's policies, philosophies, and mission related to transportation services; and
 - (10) provisions of the law that regulate transportation services, including but not limited to, the Americans with Disabilities Act ("ADA").
- (b) If a Staff works with a Person prior to completing training and background screening approval through DHHS, the Staff is required to have direct line-of-sight supervision from a Staff who has completed all training and has an approved background screening from DHHS. Training must be completed by trainers with knowledge and experience in providing services to Persons.
- (c) The Contractor shall participate in all related DIH and DHHS Medicaid training.

2.3 Use of UPI. The Contractor shall:

- (1) have a current active UPI account;
- (2) comply with UPI requirements and electronic access and process changes as they develop;
- (3) ensure that access to UPI is granted only to Staff that need to know the information in UPI to provide or coordinate transportation services;
- (4) conduct and document an annual review of all Staff with UPI access to ensure correct and current UPI access;
- (5) submit to DHHS the "0-9 USTEPS Provider Interface (UPI) Provider Company Designee Access Form";

- (6) submit to DHHS the "0-8 USTEPS Provider Interface (UPI) Individual User Access Form" for each UPI user;
- (7) accept or reject the DHHS form "1056" through UPI within 15 business days of the creation of a new or adjusted 1056;
- (8) if it rejects the 1056, coordinate with the Person's SC to adjust the 1056;
- (9) use the UPI "Provider Organization" section to create and maintain a Contractor organizational group structure that restricts UPI users who are not required to provide or coordinate transportation services from seeing a Person's information, by:
 - (A) verifying that UPI users are assigned to the appropriate organizational groups(s) with current email and notification preferences;
 - (B) removing terminated Staff from the "Provider Organization" within 1 day of termination; and
 - (C) removing a Person from the "Provider Organization" within 1 business day after the Contractor is no longer providing or coordinating transportation services, or payment for services;
- (10) notify the DHHS USTEPS team in writing within 1 business day after termination of Staff with UPI access.

2.4 **Incident Reporting.** The Contractor shall provide proper notice and documentation as required by the most current DHHS Incident Report Reference Guide and per UAC R501-1. (<https://drive.google.com/file/d/1vQLiOs6bYbsxZxSXMhJSTmm-bllmZ0AU/view>)

2.5 **Policies and Procedures.**

- (a) The Contractor shall have and comply with its written policies and procedures. DHHS may review and require the Contractor to adjust its policies and procedures at any time. The Contractor shall ensure that its policies and procedures are current, maintained, and available to Staff and Persons.
- (b) The Contractor shall have a quality monitoring process. The Contractor shall have an internal agency self-assessment or quality assurance monitoring process for transportation services that may be externally validated by DHHS. At a minimum, this process must include an established method for responding to and resolving concerns identified by the Contractor's internal monitoring efforts.
- (c) The Contractor shall have an external quality monitoring process. The Contractor shall cooperate with review requirements from DHHS. If DHHS identifies a deficiency that requires a corrective action plan from the Contractor, the Contractor shall: (1) submit to DHHS a written corrective action plan that responds to each identified deficiency according to the

instructions provided by DHHS; (2) submit the response within the required timeframes identified by DHHS; and (3) submit a revised corrective action plan within 5 business days if the Contractor's response is determined unacceptable by DHHS. If a revised corrective action plan is determined to be unacceptable by DHHS, the Contractor may receive sanctions. The Contractor may appeal sanctions in writing to DHHS within 30 days from the imposition of the sanctions.

- (d) The Contractor shall have a safety-driven removal process. The Contractor shall have policies and procedures for when Person's disruptive behavior creates an unsafe situation while receiving transportation services that results in the suspension or removal of the Person for the safety of the Person, other passengers, and the Staff.
- (e) The Contractor shall maintain current policies and procedures that include contingency planning approved by DHHS. The Contractor's policies and procedures must include contingency planning for vehicle trouble and weather.

2.6 **Record Keeping.** The Contractor shall:

- (1) maintain complete, accurate supporting documentation of all requirements of this Contract, including but not limited to driver personnel and training records, transportation service records, pick-up and delivery sheets, and time sheets recording the delivery of transportation services;
- (2) make all supporting documentation available at Contractor's business location or as agreed for State or Federal audit and review purposes within 24 hours of request;
- (3) document all transportation services including:
 - (A) the name of the Person served;
 - (B) the name of the Staff driving the vehicle;
 - (C) the vehicle used;
 - (D) the specific DHHS service code provided to the Person;
 - (E) the duration (number of service units) of the service;
 - (F) the pick up and drop off locations;
 - (G) the pick up and drop off times;
 - (H) restrictions or accommodations needed in the vehicle including items like wheelchair lifts or seatbelt locks; and
 - (I) an individual note about the transportation service, including if there were any concerns or issues during the transportation.

Article 3
DIRECT SERVICE REQUIREMENTS

3.1 **Direct Service Requirements.** The Contractor shall:

- (1) provide transportation services that do not exceed the amount and frequency scheduled by the Person and authorized by the Person's 1056;
- (2) not leave Persons unattended in the vehicle without line of sight of the driver;
- (3) if Persons are left unattended in the case of an emergency, report the incident to DHHS within 24 hours;
- (4) ensure Persons remain seated while the vehicle is in motion;
- (5) ensure Persons do not access the vehicle operating controls while the vehicle is running;
- (6) use seat belts or locking mechanisms for all Persons in wheelchairs to immobilize wheelchairs during travel and safe use of a mechanical lift;
- (7) transport Persons using safety restraint seats when required by Utah State law;
- (8) use vehicles that have working doors and ensure that doors are closed while the vehicle is moving;
- (9) ensure the Person arrives safely at the scheduled time and destination; and
- (10) not leave a Person alone along the way to or from day supports, even in emergency situations, or when the health and safety of others may be in question.

3.2 **Limitations.**

- (a) Notwithstanding any statute, regulation, or policy that permits the termination of services to Persons, including but not limited to 49 CFR 37.5, the Contractor shall NOT suspend services for safety without first completing a review with the DHHS Director or designee to ensure due process.
- (b) The Contractor shall NOT provide transportation services in privately owned vehicles. The Contractor shall only provide services in transit vehicles, as defined in Utah Code § 17B-2a-802.
- (c) The Contractor shall NOT become the legal guardian or conservator of any Person.
- (d) The Contractor shall NOT bill DHHS for any services otherwise covered by the Utah Medicaid State Plan, including transportation to medical appointments or a medical facility.

Article 4
OUTCOMES

- 4.1 **Outcome.** Persons will receive transportation services to access community and day supports.
- 4.2 **Outcome Measurements.** The Contractor shall maintain complete and accurate supporting documentation of all requirements of this Contract, including, but not limited to, driver personnel and training records, transportation service records, pick-up and delivery sheets, and time sheets recording the delivery of transportation services.
- 4.3 **Outcome Reporting.** The Contractor shall provide requested outcome measurements to DHHS during their contract review.

Article 5
BILLING INFORMATION

- 5.1 **Medicaid Match.** The Contractor shall pay the Medicaid match seed funds from funds generated by local sales and taxes. As consideration for the Contractor providing the local Medicaid match, DHHS will annually negotiate the rates for transportation services, as approved by DHHS, DIH, and the Centers for Medicare and Medicaid Services (“CMS”).
- 5.2 **Billing Requirements.**
 - (a) The Contractor will be paid for Medicaid services in accordance with Medicaid rules and procedures and DHHS billing requirements.
 - (b) The Contractor shall submit billings using the “Electronic 520 Billing” process by entering billing data directly into UPI, or uploading the billing data file directly into UPI in a format approved by the DHHS USTEPS team. The Contractor may submit a paper 520 billing form if the Contractor cannot use the Electronic 520 Billing process.
 - (c) This contract has a monthly billing period. The Contractor shall submit all billings and claims for services rendered during a given billing period within 20 days after the last date of that billing period; EXCEPT that the Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year. The State fiscal year is from July 1st through June 30th.
 - (d) The Contractor shall notify DHHS of any unpaid billings submitted to DHHS for payment within 45 calendar days from the date the billings were submitted. If the Contractor fails to notify DHHS within 45 days, DHHS may deny the payment of the unpaid bill.
 - (e) If DHHS notifies the Contractor of any claims that have been denied by DIH, the Contractor shall submit any necessary correction or adjustments to DHHS within 14 calendar days of the notifications. If the Contractor fails to submit the necessary correction or adjustment within this time frame, DHHS may deny or recoup payment of the claim for the Contractor.

ATTACHMENT C: RATE TABLE

Service Name	Service Code	Unit of Service	Rate
Paratransit Daily Fare	UTP	Daily	\$25.11
Adult Monthly Pass	UTA	Monthly Pass	\$132.81
Paratransit Trip Fare	UTA	Trip/Ticket	\$5.33
Route Deviation	UTD	Trip/Ticket	\$1.59
Trip + Route Deviation	UTF	Trip/Ticket	\$6.93

DSPD 2024 Contract Revenue Estimates

Historical Revenue (does not include seed)

2019	\$ 1,380,838.14
2020	\$ 885,782.97
2021	\$ 2,495,572.84
2022	\$ 3,000,378.37

2023

Month

7	\$283,415.55
8	\$241,316.51
9	\$290,270.67
10	\$309,695.54
11	\$298,446.28

Average per month \$284,628.91

2024

2024 Est Billings	\$3,415,546.92	Avg 2023 months 7-11 *12
minus 32% for Federal Seed Amount	\$1,092,975.01	
2024 Est Total Revenue	\$2,322,571.91	

2025

Est 10% increase	\$341,554.69
2025 Est Billings	\$3,757,101.61
minus 32% for Federal Seed Amount	\$1,202,272.52
2025 Est Total Revenue	\$2,554,829.10

2026

Est 10% increase	\$375,710.16
2026 Est Billings	\$4,132,811.77
minus 32% for Federal Seed Amount	\$1,322,499.77
2026 Est Total Revenue	\$2,810,312.01

2027

Est 10% increase	\$413,281.18
2027 Est Billings	\$4,546,092.95
minus 32% for Federal Seed Amount	\$1,454,749.74
2027 Est Total Revenue	\$3,091,343.21

2028

Est 10% increase	\$454,609.30
2028 Est Billings	\$5,000,702.25
minus 32% for Federal Seed Amount	\$1,600,224.72
2028 Est Total Revenue	\$3,400,477.53

Est Revenue Total

\$14,179,533.74



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Development-Sales

TITLE:

Fare Agreement: Special Events Agreement (The Church of Jesus Christ of Latter-Day Saints)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into a Special Event Agreement with The Church of Jesus Christ of Latter-Day Saints.

BACKGROUND:
The Church of Jesus Christ of Latter-Day Saints (the Church) and Utah Transit Authority (UTA) are longstanding partners dedicated to providing transit solutions to and from Church events. In 2023, the parties partnered through a Special Event Agreement to provide transit access to Church events. This agreement has expired and both parties desire to enter into a new agreement.

DISCUSSION:
The Church and UTA propose to enter a special event contract. This partnership will allow tickets to specific events, as listed in the contract, to be valid fare on UTA services on the day of the event. The value of this agreement is \$141,000. With agreement of both parties, the Church may add additional events not listed in the contract at the following price schedule based on tickets sold as reported by the Church:

Tickets Sold	Price per Event
15,000+	\$8,100
5,001-15,000	\$6,075
< 5,000	\$2,025

CONTRACT SUMMARY:

Contractor Name:	The Church of Jesus Christ of Latter-Day Saints
Contract Number:	24-F0386
Base Contract Effective Dates:	02/14/2024 - 12/31/2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$141,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue

FISCAL IMPACT:

Revenue increase of \$5,000 as compared to revenue received in contract year 2023.

ATTACHMENTS:

Contract

SPECIAL EVENTS AGREEMENT**Tickets for Transit**

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on February 14, 2024, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host Events in 2024 at The Conference Center of The Church of Jesus Christ of Latter-day Saints, and The Salt Lake Tabernacle (“Venues”), and

WHEREAS Sponsor desires to procure transit passes for transportation to its Events using UTA’s transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a lump sum payment for an anticipated number of tickets.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, 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:

SECTION I: DEFINITIONS

- 1) The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 2) The term “**Effective Date**” shall mean February 14, 2024, unless the parties agree otherwise above.
- 3) The term “**Special Event**” shall mean an event sponsored by the Church of Jesus Christ of Latter-day Saints and held at either the Conference Center or the Salt Lake Tabernacle.
- 4) The term “**Sponsor**” means the entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

- 1) Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program (the “Program”), whereby the Sponsor procures transit passes for ticket holders to its Special Event(s) (the “Tickets for Transit Pass”).

- 2) Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
- 3) Payment.
 - a) Sponsor shall pay to UTA the base purchase price of \$141,000 for the Special Events and 331,500 authorized users as listed in Exhibit A: “Events.”
 - b) On or before March 1, 2024 UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- 4) Accountability. No later than one week after the completion of each event, Sponsor shall provide a report to UTA showing the actual number of tickets distributed. If more tickets were actually issued than the anticipated number depicted in Paragraph 3 above, Sponsor shall pay UTA the amount of \$.50 for each additional ticket issued. If fewer tickets were actually issued than the anticipated number depicted in Paragraph 3 above, UTA will refund Sponsor the amount of \$.50 for each ticket not issued. Payment will be made by the responsible party within 30 days after the Sponsor’s report to UTA of the actual number of tickets distributed.
- 5) Additional Special Events. UTA, in its sole discretion, may accept tickets as fares to other Special Events that are not identified in Exhibit B. The rate at which the additional events will be billed are identified in Exhibit C - “Additional Events”. The Sponsor shall notify UTA as early as possible regarding other Special Events not identified in Exhibit A to obtain UTA concurrence.
 - a) UTA will invoice the Sponsor for the amount owed as described in Exhibit C and sponsor shall pay the invoiced amount within thirty days (30) of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- 6) Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through December 31, 2024.
- 7) Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City

Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the Sponsor-issued email displaying the attendee's ticket, a Sponsor-issued ticket, electronic ticket, or a mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Sponsor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators, so they are aware of them prior to the event.

8) Use of the UTA Logo.

- a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.
- b. If and when Sponsor chooses to use the UTA Logo, the UTA Logo shall be used in a professional manner.
- c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to utilize Sponsor's services.
- d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

- 9) Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
- 10) Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
- 11) Waiver and Release. The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. Sponsor's in-kind purchasing of fares does not create an agency, representative, or special relationship with any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized User will not be deemed an agent, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User.
- 12) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law from participation in this Agreement and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from such negligent or wrongful acts or omissions. Except as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 13) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Sponsor may terminate all or part of this agreement in the event of a pandemic (as specified by the World Health Organization) precludes performance of all or part of the Event and pay UTA a pro-rated amount of its payment only for the portions of the Event that occurred.
11. Nondiscrimination. Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

- 13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 14. Dispute Resolution. In the event there is a dispute arising under this Agreement it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares Director and her equivalent in Sponsor’s organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor’s Headquarters’ Facilities. If resolution is not achieved as the Executive Director/Managing Director level, either Party may bring the issue to litigation in a court of competent jurisdiction within Salt Lake County, Utah.
- 15. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.
- 16. Governing Law. This Agreement will be governed by Utah law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

UTAH TRANSIT AUTHORITY

By: DocuSigned by:
Charles N. Andersen Date: 1/22/2024
9897DE5A1F1F4C9...

By: _____ Date: _____

Name:
Title

Name: Charles N. Andersen

Title: Managing Director, Headquarters Facilities

By: _____ Date: _____

Name:
Title:

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 1/22/2024
70E33A415BA44F6...

Mike Bell
Assistant Attorney General
Counsel for UTA

Exhibit "A"
UTA Logo



**Exhibit “B”
Special Events**

<u>Event Name</u>	<u>2024 Date(s)</u>	<u>Number of Events</u>	<u>Anticipated Authorized Ticket Holders</u>
RootsTech Conference	Feb 29th – Mar 2nd	1	10,000 Total
General Conference	April 6th & 7th	5	18,000/session
Bells Concert	June 14th	1	2,100/night
Summer Pioneer Concert	July 19th & 20th	2	18,000/session
General Conference	October 5th & 6th	5	18,000/session
Luz de Las Naciones	Nov 1st & 2nd	2	18,000/night
Bells Concert	Nov 22nd & 23rd	2	2,100/night
Choir Christmas Concert	December 12th, 13th & 14th	3	18,000/session
Savior of the World	November – December	24	800/night
Total			341,500

Exhibit "C"
Additional Special Events

Tickets Sold	Price per Event
15,000+	\$8,100
7,500 – 14,999	\$6,075
0 – 7,499	\$2,025



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief, Enterprise Strategy Office
PRESENTER(S): Christie Giles, Risk Management Administrator

TITLE:

2023 Agency Risk Assessment Results

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion. Please provide feedback regarding the risk assessment process and results for integration into leadership decision-making.

BACKGROUND:

UTA conducted an Agency Risk Assessment in the fall of 2023. This is the third consecutive year a risk assessment has been conducted. 357 leaders with at least one direct report were invited to participate, with an 87% response rate.

DISCUSSION:

1. During 2023, the Risk Assessment process was enhanced to include new: 1) risk matrix; 2) qualitative risk level definitions; 3) risk taxonomy; 4) risk appetite; and 5) risk profile.
2. Top risks have been identified for Level 1, 2, and 3 Risks.
3. Robust next steps are identified to strengthen risk culture and management at UTA.

ALTERNATIVES:

Require changes/improvements to risk assessment processes and reporting.

FISCAL IMPACT:

Fiscal impact will be determined as risk mitigation efforts are considered and integrated into the 2025 budget process.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/14/2024

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

TITLE:

2023 Continuous Improvement Team Highlights

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

In 2016, UTA created a Continuous Improvement department. The purpose of this department is to foster learning and lead culture and improvement efforts across the agency to improve efficiency and effectiveness, build culture and strengthen our performance. To support the mission and vision the department structured a cross functional UTA Continuous Improvement (CI) team in 2017, made up of various employees from across the Agency. We are excited to report the size of the team continues to grow and expand their impact and influence. The purpose of this team is to build knowledge and expertise in Service Units and across Agency Offices to ensure the work of CI becomes core to UTA's approach in our day-to-day work and reinforces the elements of the UTA Way. 2023 was another great year where several team members successfully accomplished their certification program and helped to lead out and complete numerous continuous improvement efforts across the Agency. We also had a record number of 25 unique departments represented in the program.

DISCUSSION:

This presentation will share information about the various activities members of the CI team participated in

throughout the year and how the CI team performed against their learning goals and objectives. We will also recognize team members who achieved their certification and highlight some of the types of CI projects that occurred in 2023.

ALTERNATIVES:

N/A

FISCAL IMPACT:

The fiscal impact of the CI team varies from year to year. Many of the project's which CI team members work on have various types of impact. Some projects yield hard savings while others generate soft savings. We ask team members to summarize the impact of their project. We regularly see efficiencies gained, safety, quality, and customer improvements. Many projects also improve quality of life and cultural/morale. Our hard savings usually come through error prevention or savings in costs/labor due to reduction of hours required to do the work.

ATTACHMENTS:

None