



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 14, 2021

9:00 AM

Frontlines Headquarters

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

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, July 13th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- | | |
|--|---------------------------|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment | Chair Carlton Christensen |
| 5. Consent | Chair Carlton Christensen |
| a. Approval of June 23, 2021 Board Meeting Minutes | |
| b. Change Order Correction: Short Term Disability Insurance Contract Extension - Bargaining Employees (Lincoln National Life Insurance Co) | |
| c. Authorization to Award Lifetime Transit Passes to Carolyn Gonot | |

6. Reports

- a. Agency Report Mary DeLoretto
- b. Financial Report - May 2021 Bill Greene
Brad Armstrong
Daniel Hofer

7. Resolutions

- a. R2021-07-01 - Resolution Authorizing Execution of Amendment No. 1 to an Interlocal Cooperative Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street
AND
2021 Technical Budget Adjustment - Capital
07/14/2021 David Hancock
Andrea Pullos

8. Contracts, Disbursements and Grants

- a. Contract: TRAX and FrontRunner Automatic Passenger Counting (APC) and Real Time Passenger Information (RTPI) Support (Innovations in Transportation, Inc. INIT) Dan Harmuth
- b. Contract: Microsoft Office 365 Subscription Agreement (SHI International) Dan Harmuth
Dave Snyder
- c. Contract: Microsoft SQL SCE Agreement (SHI International) Dan Harmuth
Tom Smith
Dave Snyder
- d. Contract: Replacement Police Vehicles (Young Ford) Eddy Cumins
Jason Petersen
- e. Contract: Vehicle Program Management Consulting Services (Mott MacDonald, LLC) Mary DeLoretto
David Hancock
- f. Contract: 650 South TRAX Platform Construction (Paulsen Construction) David Hancock
David Osborn
Andrea Pullos
- g. Change Order: On-Call Systems Maintenance Task Order #10 - TRAX Switch Heater Replacement (Rocky Mountain Systems Services) David Hancock
Jared Scarbrough

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- | | | |
|----|--|-----------------------------------|
| h. | Change Order: On-Call Systems Maintenance Task Order #11 - Trax Remote VHLC Access (Rocky Mountain Systems Services) | David Hancock
Jared Scarbrough |
| i. | Change Order: Airport TRAX Station Relocation Change Order #15 - Delay Costs and Time Extension (Kiewit Infrastructure West) | David Hancock
Andrea Pullos |
| j. | Change Order: Ogden/WSU Bus Rapid Transit (BRT) Construction Change Order #4 - Change to Titan Concrete Mix (Stacy & Witbeck, Inc.) | David Hancock
Andrea Pullos |
| k. | Change Order: Ogden/WSU Bus Rapid Transit (BRT) Construction Support Change Order #12 - Additional Design Services and Time Extension (Jacobs Engineering Group, Inc.) | David Hancock
Andrea Pullos |
- 9. Service and Fare Approvals**
- | | | |
|----|--|---------------|
| a. | Fare Contract: Special Events Pass Agreement Modification No. 1 (University of Utah) | Kensey Kunkel |
|----|--|---------------|
- 10. Discussion Items**
- | | | |
|----|---|-------------|
| a. | 2021 Technical Budget Adjustment - Operating 07/14/2021 | Bill Greene |
|----|---|-------------|
- Board may make a motion on this item.***
- 11. Closed Session**
- Chair Carlton Christensen
- | | | |
|----|--|--|
| a. | Strategy Session to Discuss Certain Matters Regarding Acquisition or Sale of Real Property, Including Water Rights or Shares | |
| b. | Strategy Session to Discuss Pending or Reasonably Imminent Litigation | |
- 12. Open Session**

13. Resolutions

- a. R2021-07-02 - Resolution Authorizing the Purchase Real Property Consisting of 2.7 Miles of the Utah-Idaho Central Railroad Corridor (UICRR) from the Utah Department of Transportation (UDOT) for Future Transit Purposes in Box Elder County Paul Drake

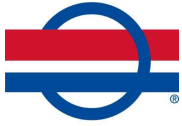
14. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, July 28, 2021 at 9:00 a.m.

15. Adjourn

Chair Carlton Christensen



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

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

TITLE:

Approval of June 23, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:	Minutes
RECOMMENDATION:	Approve the minutes of the June 23, 2021 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, June 23, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/685647.html> and video feed is available through the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
ATTACHMENTS:	1) 2021-06-23_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 23, 2021

9:00 AM

Frontlines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also present were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. He stated Trustee Acerson was delayed in his commute and would be joining the meeting late. Those present recited the Pledge of Allegiance.

2. Safety First Minute

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

3. Public Comment

Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. (Also, no online public comment was received for the meeting.)

4. Consent

- a. **Approval of June 9, 2021 Board Meeting Minutes**
- b. **UTA Policy - UTA.01.01 Ethics Policy**
- c. **UTA Policy - UTA.01.03 Information Technology**
- d. **UTA Policy - UTA.06.02 Lost and Found Policy**

A motion was made by Trustee Holbrook, seconded by Chair Christensen, to approve the consent agenda as presented with the amendment to defer item 4.e to a future meeting. The motion carried by a unanimous vote.

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

Chair Christensen deferred item 4.e. 2020 UTA Financial Audit Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report to a future meeting.

5. Reports**a. Agency Report**

- **UIC Corridor Status**
- **Complex Coordinated Terrorist Attack Grant Funding**

UIC Corridor Status. Carolyn Gonot, UTA Executive Director, noted UTA intends to purchase the Utah-Idaho Central Railroad corridor for \$2.755 million. Once the due diligence reviews of the purchase contract and title history are complete, staff will bring the transaction to the board for approval. The current target approval date is July 14, 2021. The corridor purchase is anticipated in the long-range plan and preserves right of way between Ogden and Brigham City for future transit service.

Complex Coordinated Terrorist Attack Grant Funding. Ms. Gonot was joined by Fred Ross, UTA Chief of Police. Chief Ross informed the board that UTA was awarded \$50,000 in Complex Coordinated Terrorist Attack Grant funding. The funds will allow 24 employees to attend a critical incident management course in July. Half of those employees will also attend a train-the-trainer course in August and go on to become instructors.

Discussion ensued. Questions on the ability to train other police agencies and inclusion of anti-terrorism tactics in emergency response drills were posed by the board and answered by staff.

\$6.3 Million for Ogden. Ms. Gonot said UTA will receive a \$6.3 million allocation of American Rescue Plan funding for the Ogden/Weber State University bus rapid transit (BRT) project. She noted the funding does not count toward statutory federal or Capital Investment Grant (CIG) funding limitations, but rather is meant to assist project sponsors with the required local match.

Low-No Grant Award. Ms. Gonot was joined by Ryan Taylor, UTA Special Services General Manager. Ms. Gonot announced UTA was awarded \$1.278 million in Low or No (Low-No) Emission Grant funds that will be used to purchase wheelchair-accessible electric vehicles for service in Tooele County.

Questions on delivery time for vehicles, program management plans, and service time were posed by the board and answered by staff.

Jeff Acerson joined the meeting at 9:18 a.m., midway through this agenda item.

Extension of Free Fare for Vaccinations. Ms. Gonot reminded the board it approved a

promotion to allow people to ride UTA free to vaccination appointments earlier in 2021. The free fare to vaccinations promotion is valid on all UTA modes, including TRAX, FrontRunner, S-Line, bus, ski bus, paratransit, UTA On Demand service, and PC-SLC Connect, and is scheduled to end on June 30, 2021. Ms. Gonot said the agency would like to extend this promotion through September 30, 2021. The promotion would continue to be valid for individuals who have scheduled appointments to get vaccinated, showing confirmation of their appointment as proof of fare, either in print form or on a mobile device. The board expressed support for extending the fare promotion as presented.

b. Committee on Accessible Transportation (CAT) Annual Report

Cherissa Alldredge, UTA Civil Rights Compliance Officer - ADA, was joined by Brandi Lavoie, CAT Member. Ms. Alldredge and Ms. Lavoie delivered the annual CAT report, including an overview of the committee's purpose, membership, and contributions. They also spoke about CAT meeting accessibility, UTA website improvements, CAT initiatives, feedback, ongoing accessibility improvement opportunities, and disability history month and annual ADA celebration plans.

The board expressed appreciation to the CAT for its service to the agency.

6. Resolutions

a. R2021-06-06 Resolution Giving Special Tribute, Due Honor and Recognition to Executive Director Carolyn Gonot

Chair Christensen read the resolution, which acknowledges Ms. Gonot's work during her tenure as executive director.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2021-06-07 Resolution Appointing Mary DeLoretto as Interim Executive Director

Chair Christensen explained the resolution, which appoints Mary DeLoretto as UTA Interim Executive Director effective July 9, 2021.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2021-06-08 Resolution Authorizing the Obligation and Drawdown of American Rescue Plan Act (ARPA) Supplemental Appropriations Grant Monies by the Executive Director

Bill Greene, UTA Chief Financial Officer, summarized the resolution, which authorizes

the executive director to execute grants up to the total apportioned amount (\$167,777,477) for ARPA funding.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

7. Contract, Disbursement, and Grant Approvals

a. **Contract: Traction Power Substations Rehabilitation Design Build (C3M Power Systems)**

Mary DeLoretto, UTA Chief Service Planning Officer, was joined by David Hancock, UTA Director of Capital Construction, and Jared Scarbrough, UTA Manager - Systems Engineering. Ms. DeLoretto requested the board approve a contract with C3M Power Systems in the amount of \$38,077,408 for the rehabilitation and upgrade of 19 substations on the TRAX alignment.

Discussion ensued. Questions on next stage planning, the increase in megawatts, and operational impacts 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: Bus Lift Replacement - Riverside & Timpanogos (Steril Koni USA, Inc.)**

Eddy Cumins, UTA Chief Operating Officer, was joined by Kevin Anderson, UTA Director of Maintenance Support. Mr. Cumins asked the board to approve a contract in the amount of \$459,192.32 to replace two bus lifts.

Discussion ensued. Questions on capacity at the Timpanogos facility and product selection 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: Advertising Agency (R&R Partners Inc.)**

Andrea Packer, UTA Communications Director, requested the board approve a five-year contract in an amount not to exceed \$6,000,000 with R&R Partners Inc. for advertising services. The five-year base contract has the option for three one-year extensions (the one-year extensions will be approved separately by the board if/when they are exercised).

Discussion ensued. Questions on the competitiveness of the procurement process were posed by the board and answered by Ms. Packer. Chair Christensen expressed his hope that a strong business case be made for any extensions.

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: 5310 Accessible Minivans (Davey Coach Sales, Inc.)

Mr. Cumins was joined by Ryan Taylor, UTA Special Services General Manager. Mr. Cumins asked the board to approve a \$639,600 contract with Davey Coach Sales, Inc. for the purchase of four accessible minivans. The contract also includes an option for the purchase of an additional nine vehicles. The vehicles are part of the 5310 program and will be delivered to grant recipients in the region.

Discussion ensued. Questions on the number of minivans in service, the minivan replacement schedule, participation in the 5310 program, and boarding options 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.

e. Change Order: 5310 ADA Accessible Transits - 5th Order (Lewis Bus Group)

Mr. Cumins was joined by Mr. Taylor. Mr. Cumins requested the board approve a \$621,041 contract with Lewis Bus Group for the purchase of nine accessible full-size vans. The contract has an option for the purchase of an additional twelve vehicles to be approved separately. The vehicles are part of the 5310 program and will be delivered to grant recipients.

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

f. Pre-Procurements

- **Mt. Ogden Business Unit Expansion**
- **Tooele Bus Facility Renovation**
- **Applicant Tracking Software**
- **Investment Management Services**
- **Bus Stop Digital Real-Time Sign Construction and Installation**

Todd Mills, UTA Director of Supply Chain, was joined by Janelle Robertson, UTA Project Manager II; Brandon Heath, UTA Civil Engineer III; Greg Gerber, UTA Director of Talent Acquisition; Emily Diaz, UTA Financial Services Administrator; and Nichol Bourdeaux, UTA Chief Service & Engagement Officer. Mr. Mills indicated the agency intends to procure the following items or services:

- Mt. Ogden Business Unit Expansion
- Tooele Bus Facility Renovation
- Applicant Tracking Software
- Investment Management Services
- Bus Stop Digital Real-Time Sign Construction and Installation

Discussion ensued. Questions on access to the Tooele bus facility; candidate pool and

contract term for investment management services; and inclusion of solar options in bus stop procurement were posed by the board and answered by staff.

Chair Christensen called for a break at 10:29 a.m. The meeting resumed at 10:40 a.m.

8. Service and Fare Approvals

a. Fare Contract: Ed Pass Agreement Modification No. 1 (Salt Lake Community College)

Kensey Kunkel, UTA Manager - Business Development & Sales, asked the board to approve a one-year extension to the existing ed pass agreement with Salt Lake Community College. The extension has a value of \$352,000. The total contract value, including the extension, is \$1,408,000.

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

b. Sponsored Fare Agreement: Trip Reduction Program/Free-Fare Days (Division of Air Quality)

Monica Morton, UTA Fares Director, was joined by Ms. Kunkel. Ms. Kunkel requested the board approve a sponsored fare agreement with the Division of Air Quality to provide free fare to specified riders on designated bad air quality days. The term of the contract is from July 1, 2021 through February 28, 2022. The maximum amount billable per day is \$82,000 with a maximum allowable total reimbursement of \$492,000 from the Division of Air Quality to UTA.

Discussion ensued. Questions on the expansion of potential dates and partnership with the Division of Air Quality were posed by the board and answered by staff.

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

9. Discussion Items

a. 2021 Technical Budget Adjustment

Mr. Greene was joined by Troy Bingham, UTA Comptroller. Mr. Greene summarized the technical budget adjustment, which adds 9.3 full time employees to the agency's budget. He noted the costs for 2021 would be absorbed in the existing budget.

Discussion ensued. Questions on costs associated with the rail apprentices position and budget allocations for capital positions were posed by the board and answered by staff.

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

Mr. Greene mentioned there would be another technical budget adjustment request later this year.

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

Kim Shanklin, UTA Chief People Officer, summarized the policy, which consolidates previous policies on administrative paid time off benefits, clarifies pay scenarios when they interact with job-protected leaves, and increases the executive vacation schedule by an additional seven days per year. With respect to the latter item, Ms. Gonot stated the maximum executive annual vacation accrual is thirty days per year. Chair Christensen noted for the record that the executive vacation provisions also apply to trustees.

Discussion ensued. Questions on vacation accrual by length of service and alignment with standard practice among other transit agencies were posed by the board and answered by Ms. Shanklin.

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

c. August 2021 Change Day

Ms. Bourdeaux was joined by Eric Callison, UTA Manager - Service Planning, and Megan Waters, UTA Community Engagement Manager. With respect to August 2021 change day outreach, Ms. Waters spoke about engagement approaches and opportunities as well as themes in public comment received. Mr. Callison then reviewed proposed service changes and agency impacts.

Discussion ensued. Questions on UTA On Demand service marketing, span of service, engagement options, utilization of call-in feature for On Demand service, special service adjustments, parameters for service planning decisions, ability to make post-pandemic travel demand adjustments, and communications strategies were posed by the board and answered by staff. Trustee Holbrook requested more information on the change day communications plan.

d. 2021 Mid-Year Initiatives and Goals Update

Ms. Gonot was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer. Ms. Garrett provided an update on 2021 goals and initiatives related to:

- Innovating service with a focus on customer experience
- Enhancing core system performance
- Engaging and developing UTA's workforce
- Connecting and communicating with the community
- Maintaining a state of good repair
- Demonstrating fiscal responsibility

10. Other Business

- a. Next Meeting: Wednesday, July 14th, 2021 at 9:00 a.m.

11. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that the meeting be adjourned. The motion carried by a unanimous vote and the meeting adjourned at 11:53 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/685647.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

Change Order Correction: Short Term Disability Insurance Contract Extension - Bargaining Employees (Lincoln National Life Insurance Co)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve and ratify contract extension and authorize the Executive Director to execute the contract amendment and associated disbursements with Lincoln National Life Insurance Co.
BACKGROUND:	On June 9, 2021, this one-year extension to contract number 16-1752 was presented to the UTA board of trustees for approval as agenda item 7 d. The correct contract and extension letter were included in the meeting packet, but the agenda item title, memo and subsequent meeting discussion erroneously referred to contract 16-1752 as "life insurance" rather than short-term disability insurance. Approval of this memo serves to correct the misstated information for the public record. *** This contract procures weekly disability income insurance benefits for UTA's bargaining unit employees through Lincoln National Life Insurance Co.
DISCUSSION:	Lincoln National Life Insurance Co has been utilized by UTA since 2016 as a life and disability insurance provider. UTA would like to renew their services for the 2021-2022 Benefit Plan year. The provider did not increase the insurance rates. The expected cost for this one-year extension is projected to be \$89,686, bringing the total for the six-year contract to approximately \$538,118. The contract value is based on past years' cost and the number of participating employees. Following this one year extension, UTA intends to issue a new RFP for procurement of disability insurance.
CONTRACT SUMMARY:	
Contractor Name:	Lincoln National Life Insurance Co
Contract Number:	16-1752-1

Base Contract Effective Dates:	5-1-2016 through 4-30-2021
Extended Contract Dates:	5-1-2021 through 4-30-2022
Existing Contract Value:	\$448,432.27
Amendment Amount:	\$89,686.45
New/Total Amount Contract Value:	\$538,118.72
Procurement Method:	Original contract procured through RFP.
Funding Sources:	UTA-ATU Joint Insurance Trust Fund
ALTERNATIVES:	Not approving this extension/change order would require UTA to exercise the competitive bid process to locate a provider. This would delay disability insurance benefits for employees and possibly require employees to switch providers mid benefit year.
FISCAL IMPACT:	No fiscal impact to UTA.
ATTACHMENTS:	1. Extension Letter



April 27, 2021

Lincoln Financial Group
Attn: Gretchen Seitzinger
8101 East Prentice Avenue, Suite 875
Greenwood Village, CO 80111

SENT VIA E-MAIL ONLY
Gretchen.Seitzinger@lfg.com

RE: Contracts 16-1749, 16-1750 and 16-1752 for Life Insurance Services

Dear Gretchen:

The purpose of this letter is to provide formal notification that Utah Transit Authority will authorize renewal of this contract for one additional year expiring on April 30, 2022. For the provision of insurance services beyond April 30, 2022, UTA will be required to exercise a competitive bidding process in which you will be invited to participate.

If you agree with the terms of this letter as described above and are willing to abide by such terms, please sign on the line indicated below. Thank you for your service under the current contract. If you have any questions, please feel free to contact me.

All other terms & conditions of the contract remain in full force and effect.

UTAH TRANSIT AUTHORITY

LINCOLN FINANCIAL GROUP

By: _____ Date: _____
Kimberly Ulibarri
Chief People Officer

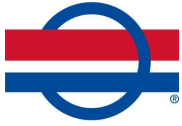
By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Gregg Petersen
Acting Manager Total Rewards

Approved as to Form and Content

DocuSigned by:
Michael L. Bell 5/26/2021
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Michael Bell
Assistant Attorney General
UTA Counsel



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Carlton Christensen
PRESENTER(S): Carlton Christensen

TITLE:

Authorization to Award Lifetime Transit Passes to Carolyn Gonot

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Authorize the award of a Lifetime Transit Pass to Carolyn Gonot and one other person she designates in recognition of her service as UTA's Executive Director from 2019-2021.

BACKGROUND:

The Utah Public Transit District Act directs the Board of Trustees (the "Board") to set fare rates and approve any reduced fare agreements. Additionally, Board Policy 4.1 empowers the Board to approve awarding of complimentary transit passes.

DISCUSSION:

Carolyn Gonot served as the Authority's Executive Director from August 2019 through July 9, 2021. The Board recognized Ms. Gonot's contribution to UTA last month in Resolution R2021-06-06. The Authority would like to award Lifetime Transit Passes to Ms. Gonot and one other person she designates to thank her for her service to UTA.

ALTERNATIVES:

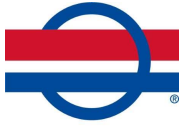
The Board of Trustees could choose to not approve the complimentary passes or propose a revision to the terms.

FISCAL IMPACT:

The award of complimentary passes is a soft cost to the Authority. A comparison could be made to our current Annual ECO Pass programs which include annual pass products valued at \$392-872/year depending on the terms and utilization.

ATTACHMENTS:

None



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Mary DeLoretto, Interim Executive Director

TITLE:

Agency Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational item for discussion

DISCUSSION:

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

- Ridership Report



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
 Brad Armstrong, Sr. Manager Budget and Financial Analysis
 Dan Hofer, Manager Capital Assets and Project Controls

TITLE:

Financial Report - May 2021

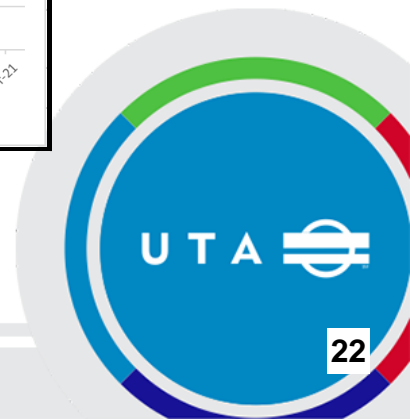
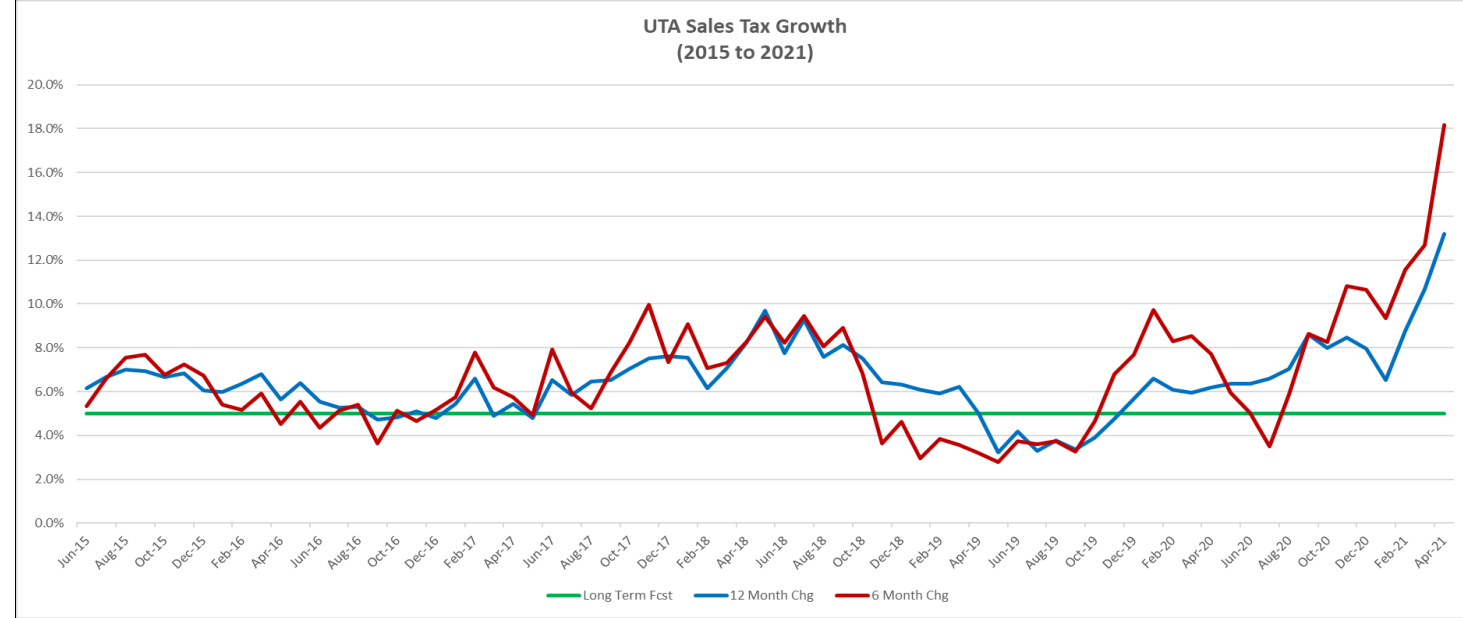
AGENDA ITEM TYPE:	Reports
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The May 2021 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the preliminary May 2021 Monthly Financial Statements. Beginning this month, staff will be reporting on capital program delivery using tools created by the Project Controls Group. This report will compare planned and actual capital program delivery based on project cash flow projections. A dashboard summarizing capital program delivery through May 2021 is included as an attachment.
DISCUSSION:	At the July 14, 2021 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Manager of Capital Assets and Project Controls will provide a capital program delivery report outlining the process used to develop the report and the results through the end of May 2021.
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A

ATTACHMENTS:	1. May 2021 Operating Dashboard 2. May 2021 Capital Program Delivery Dashboard 3. May 2021 Monthly Financial Statements (Preliminary)
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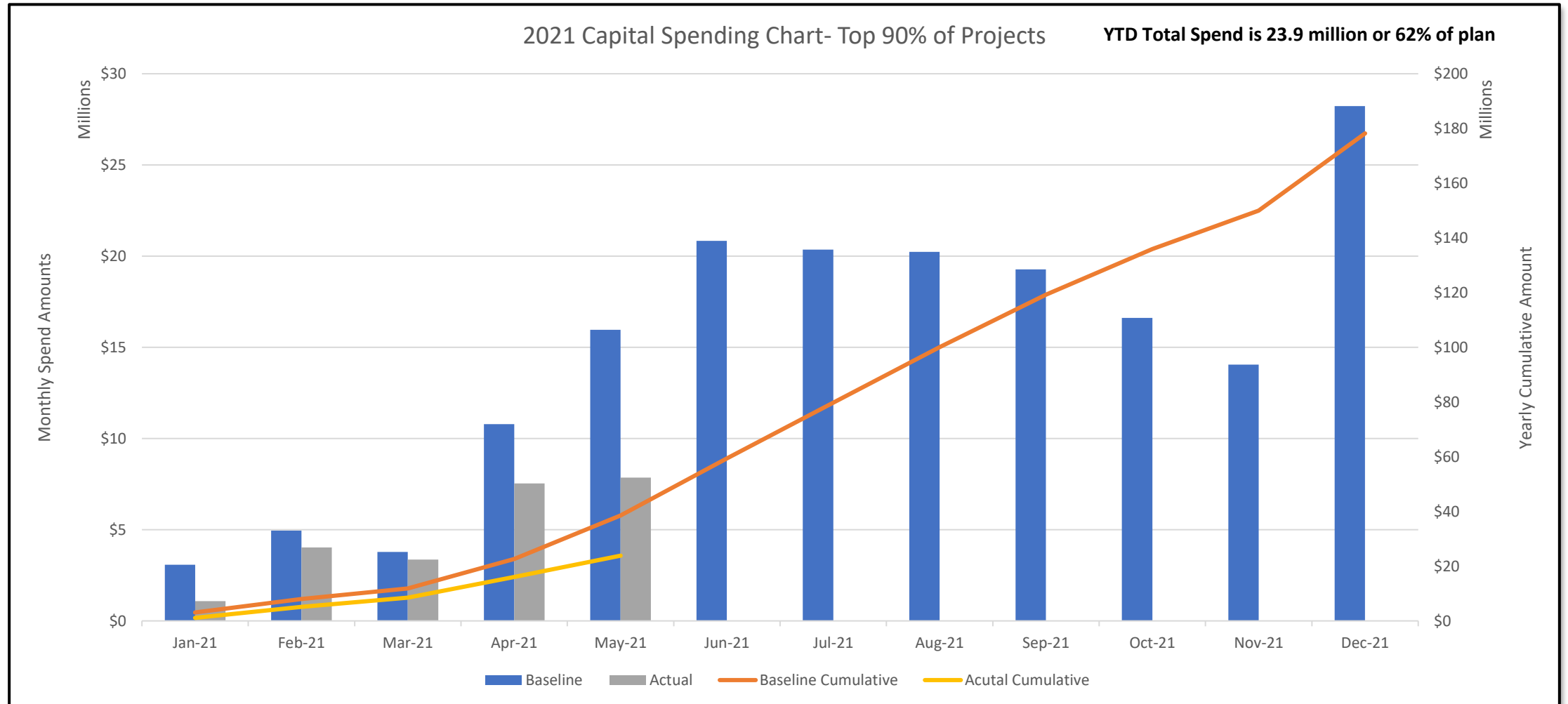
UTA Board Dashboard

May 2021

Financial Metrics			Fav/ (Unfav)				Fav/ (Unfav)	
	May Actual	May Budget		%	YTD Actual	YTD Budget		%
Sales Tax (Apr '21 mm \$)	\$ 35.2	\$ 26.1	\$ 9.11	34.9%	\$ 129.8	\$ 108.1	\$ 21.74	20.1%
Fare Revenue (mm)	\$ 2.4	\$ 2.4	\$ (0.06)	-2.3%	\$ 12.2	\$ 12.8	\$ (0.57)	-4.4%
Operating Exp (mm)	\$ 23.0	\$ 26.6	3.62	13.6%	\$ 122.7	\$ 133.8	\$ 11.12	8.3%
Subsidy Per Rider (SPR)	\$ 11.65	\$ 15.06	\$ 3.41	22.6%	\$ 12.75	\$ 15.06	\$ 2.31	15.3%
UTA Diesel Price (\$/gal)	\$ 2.58	\$ 2.25	\$ (0.33)	-14.5%	\$ 2.22	\$ 2.25	\$ 0.03	1.5%
Operating Metrics	May Actual	May-20	F/ (UF)	%	YTD Actual	YTD 2020	F/ (UF)	%
Ridership (mm)	1.77	1.22	0.5	44.7%	8.67	12.62	(4.0)	-31.3%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.39					



Capital Program Delivery – May, 2021

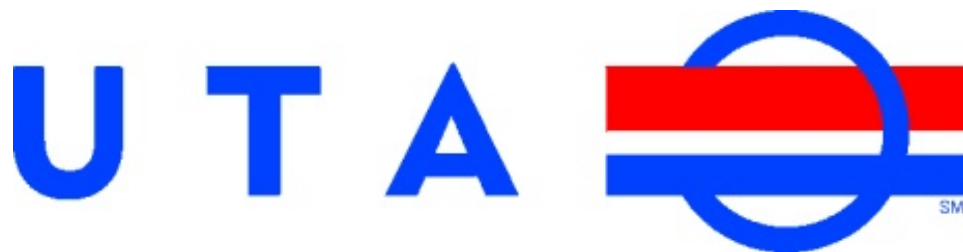


Utah Transit Authority

Financial Statement

(Unaudited)

May 31, 2021



	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (12,692,539)	\$ (13,330,000)	\$ (637,461)	-5%
2 Operating Expenses	122,675,347	133,790,685	11,115,338	8%
3 Net Operating Income (Loss)	<u>(109,982,808)</u>	<u>(120,460,685)</u>	<u>10,477,877</u>	<u>9%</u>
4 Capital Revenue	(24,248,544)	(19,965,680)	4,282,864	21%
5 Capital Expenses	31,634,189	26,334,717	(5,299,472)	-20%
6 Net Capital Income (Loss)	<u>(7,385,645)</u>	<u>(6,369,038)</u>	<u>(1,016,608)</u>	<u>16%</u>
7 Sales Tax	(150,606,027)	(137,973,150)	12,632,877	9%
8 Other Revenue	(139,025,392)	(77,907,083)	61,118,309	78%
9 Debt Service	38,298,000	37,724,352	(573,648)	-2%
10 Sale of Assets	(26,314)	-	26,314	
11 Net Non-Operating Income (Loss)	<u>251,359,733</u>	<u>178,155,881</u>	<u>73,203,852</u>	<u>41%</u>
12 Contribution to Cash Balance	<u>\$ 133,991,280</u>	<u>\$ 51,326,158</u>	<u>\$ 82,665,121</u>	<u>161%</u>
13 Amortization	(80,292)			
14 Depreciation	67,044,933			
15 Total Non-cash Items	<u>\$ 66,964,641</u>			

STATISTICS

RIDERSHIP

2021 Actual	May 2021	May 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	1,771,082	1,224,094	546,987	8,666,005	12,618,768	(3,952,763)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 122,675,347
18 Less: Passenger Revenue	- (12,213,453)
19 Subtotal	110,461,894
20 Divided by: Ridership	÷ 8,666,005
21 Subsidy per Rider	<u>\$ 12.75</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of May 31, 2021

BALANCE SHEET

	<u>5/31/2021</u>	<u>5/31/2020</u>
CURRENT ASSETS		
1 Cash	\$ 14,166,827	\$ 10,256,957
2 Investments (Unrestricted)	254,570,798	108,912,231
3 Investments (Restricted)	171,971,125	219,776,850
4 Receivables	62,189,830	46,675,646
5 Receivables - Federal Grants	110,032,547	44,328,257
6 Inventories	33,874,648	37,050,299
7 Prepaid Expenses	861,907	714,422
8 TOTAL CURRENT ASSETS	<u>\$ 647,667,682</u>	<u>\$ 467,714,662</u>
9 Property, Plant & Equipment (Net)	2,890,472,568	2,906,977,045
10 Other Assets	146,780,408	153,371,238
11 TOTAL ASSETS	<u>\$ 3,684,920,658</u>	<u>\$ 3,528,062,945</u>
12 Current Liabilities	98,368,793	\$ 99,647,193
14 Net Pension Liability	96,783,597	103,864,839
15 Outstanding Debt	2,440,647,432	2,481,127,468
16 Net Investment in Capital Assets	654,471,647	
17 Restricted Net Position	83,868,034	
18 Unrestricted Net Position	310,781,155	843,423,445
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,684,920,658</u>	<u>\$ 3,528,062,945</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 26,860	\$ 33,316,079
21 2010/2015 Bond DSR Proceeds	2,076,143	
22 2018 Bond Proceeds	13,259,503	25,948,151
23 2019 Bond Proceeds	64,241,721	70,392,395
24 Debt Service Interest Payable	73,250,943	63,818,458
25 Risk Contingency Fund	8,032,095	7,988,947
26 Box Elder County ROW (sales tax)	4,251,071	6,779,585
27 Joint Insurance Trust	-	6,993,479
28 Davis County Escrow	522,556	1,146,382
29 SL County Escrow	-	207,216
30 Amounts held in escrow	6,300,233	3,186,158
31 TOTAL RESTRICTED RESERVES	<u>\$ 171,961,125</u>	<u>\$ 219,776,850</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
32 General Reserves	\$ 58,778,000	\$ 57,600,000
33 Service Sustainability Reserves	9,796,000	9,600,000
34 Capital Reserve	44,338,000	18,750,000
35 Debt Reduction Reserve	30,000,000	30,000,000
36 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 142,912,000</u>	<u>\$ 115,950,000</u>
37 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 314,873,125</u>	<u>\$ 335,726,850</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of May 31, 2021

REVENUE & EXPENSES

	ACTUAL May-21	ACTUAL May-20	YTD 2021	YTD 2020
OPERATING REVENUE				
1 Passenger Revenue	\$ 2,385,630	\$ 2,517,334	\$ 12,213,453	\$ 16,774,705
2 Advertising Revenue	90,000	208,334	479,086	1,041,667
3 TOTAL OPERATING REVENUE	<u>\$ 2,475,630</u>	<u>\$ 2,725,668</u>	<u>\$ 12,692,539</u>	<u>\$ 17,816,372</u>
OPERATING EXPENSE				
4 Bus Service	\$ 8,209,530	\$ 8,274,855	\$ 43,922,690	\$ 43,791,189
5 Commuter Rail	1,772,282	1,702,211	9,013,423	9,301,091
6 Light Rail	3,070,234	3,465,299	15,517,729	15,405,578
7 Maintenance of Way	1,044,598	1,472,523	7,672,665	7,738,825
8 Paratransit Service	1,655,764	1,835,190	9,282,327	9,215,775
9 RideShare/Van Pool Services	326,449	153,373	1,315,094	1,088,115
10 Microtransit	161,534		569,478	
11 Operations Support	3,297,005	3,900,007	20,358,623	19,777,969
12 Administration	2,756,358	2,610,521	12,753,712	13,093,459
13 Planning/Capital Development/Real Estate	728,146	351,728	2,269,606	1,902,338
14 Non-Departmental			-	-
15 TOTAL OPERATING EXPENSE	<u>\$ 23,021,900</u>	<u>\$ 23,765,707</u>	<u>\$ 122,675,347</u>	<u>\$ 121,314,339</u>
16 NET OPERATING INCOME (LOSS)	<u>\$ (20,546,270)</u>	<u>\$ (21,040,039)</u>	<u>\$ (109,982,808)</u>	<u>\$ (103,497,967)</u>
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(159,632)	(341,415)	(484,079)	(1,934,542)
18 Sales Tax Revenue	(38,080,473)	(19,284,419)	(150,606,027) ¹	(115,777,183)
19 Other Revenue	(597,297)	(775,981)	(2,923,615)	(3,496,446)
20 Fed Operations/Preventative Maint. Revenue	(77,753,914)	(18,139,679)	(135,617,698)	(56,756,670)
21 Bond Interest	7,360,880	8,111,903	36,897,383	39,827,778
22 Bond Interest UTCT	162,410	166,164	812,082	828,661
23 Bond Cost of Issuance/Fees	12,150	-	69,250	895,073
24 Lease Interest	101,583	755,445	519,285	3,675,989
25 Sale of Assets	(303,634)	-	(26,314)	(72,670)
26 TOTAL NON-OPERATING EXPENSE	<u>\$ (109,257,927)</u>	<u>\$ (29,507,982)</u>	<u>\$ (251,359,733)</u>	<u>\$ (132,810,010)</u>
27 CONTRIBUTION TO RESERVES	<u>\$ 88,711,657</u>	<u>\$ 8,467,943</u>	<u>\$ 141,376,925</u>	<u>\$ 29,312,043</u>
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(387,378)	(385,186)	(1,886,945)	(3,296,935)
28 Bond Refunding Cost Amortization	293,694	274,239	1,468,472	2,007,929
29 Future Revenue Cost Amortization	67,576	67,576	338,181	337,881
30 Depreciation	21,726,497	11,167,610	67,044,933	56,496,431
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 21,700,389</u>	<u>\$ 11,124,239</u>	<u>\$ 66,964,641</u>	<u>\$ 55,545,306</u>
	67,011,268	(2,656,296)	74,412,284	(26,233,263)

¹ Sales Tax Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-4

As of May 31, 2021

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	May-21	May-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,385,630)	\$ (2,426,000)	\$ (40,370)	-2%
2 Advertising Revenue	(90,000)	(110,000)	(20,000)	-18%
3 TOTAL OPERATING REVENUE	\$ (2,475,630)	\$ (2,536,000)	\$ (60,370)	-2%
OPERATING EXPENSE				
4 Bus Service	\$ 8,209,530	\$ 8,813,854	\$ 604,324	7%
5 Commuter Rail	1,772,282	1,975,613	203,331	10%
6 Light Rail	3,070,234	3,362,299	292,065	9%
7 Maintenance of Way	1,044,598	1,648,037	603,439	37%
8 Paratransit Service	1,655,764	1,994,146	338,382	17%
9 RideShare/Van Pool Services	326,449	303,713	(22,736)	-7%
10 Microtransit	161,534	238,202	76,668	32%
11 Operations Support	3,297,005	4,357,483	1,060,478	24%
12 Administration	2,756,358	3,501,671	745,313	21%
13 Planning/Capital Development/Real Estate	728,146	431,426	(296,720)	-69%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 23,021,900	\$ 26,626,444	\$ 3,604,544	14%
16 NET OPERATING INCOME (LOSS)	\$ (20,546,270)	\$ (24,090,444)	\$ 3,544,174	-15%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (159,632)	\$ (400,583)	\$ (240,951)	-60%
18 Sales Tax Revenue	(38,080,473)	(29,910,217)	8,170,256	27%
19 Other Revenue	(597,297)	(888,583)	(291,286)	-33%
20 Fed Operations/Preventative Maint. Revenue	(77,753,914)	(14,292,250)	63,461,664	444%
21 Bond Interest	7,360,880	7,264,797	(96,083)	-1%
22 Bond Interest UTCT	162,410	163,966	1,556	1%
23 Bond Cost of Issuance/Fees	12,150	11,600	(550)	-5%
24 Lease Interest	101,583	100,000	(1,583)	-2%
25 Sale of Assets	(303,634)	-	303,634	
26 TOTAL NON-OPERATING EXPENSE	\$ (109,257,927)	\$ (37,951,271)	\$ 71,306,656	188%
27 CONTRIBUTION TO RESERVES	\$ 88,711,657	\$ 13,860,827		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)

As of May 31, 2021

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	May-21	May-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 177,859	\$ 218,587	\$ 40,728	19%
2 Executive Director	988,319	657,569	(330,750)	-50%
3 Chief Planning and Engagement Officer	558,801	825,540	266,739	32%
4 Chief Finance Officer	857,830	1,045,284	187,454	18%
5 Chief Operating Officer	18,190,867	19,972,526	1,781,659	9%
6 Chief People Officer	531,351	670,420	139,069	21%
7 Chief Development Officer	312,902	603,734	290,832	48%
8 Chief Enterprise Strategy Officer	1,403,971	1,675,176	271,205	16%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 23,021,900</u>	<u>\$ 26,626,444</u>	<u>\$ 2,646,936</u>	10%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	May-21	May-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 1,023,799	\$ 1,140,374	\$ 116,575	10%
2 Executive Director	3,275,461	3,287,845	12,384	0%
3 Chief Planning and Engagement Officer	2,929,691	4,158,081	1,228,390	30%
4 Chief Finance Officer	4,818,095	5,354,942	536,847	10%
5 Chief Operating Officer	99,358,464	104,643,753	5,285,289	5%
6 Chief People Officer	2,829,078	3,331,016	501,938	15%
7 Chief Development Officer	1,562,124	3,041,422	1,479,298	49%
8 Chief Enterprise Strategy Officer	6,878,635	8,286,419	1,407,784	17%
9 Non-Departmental	-	546,833	546,833	100%
10 TOTAL OPERATING EXPENSE	<u>\$ 122,675,347</u>	<u>\$ 133,790,685</u>	<u>\$ 11,115,338</u>	8%

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of May 31, 2021

YEAR TO DATE

	ACTUAL May-21	BUDGET May-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (12,213,453)	\$ (12,780,000)	\$ (566,547)	-4%
2 Advertising Revenue	(479,086)	(550,000)	(70,914)	-13%
3 TOTAL OPERATING REVENUE	\$ (12,692,539)	\$ (13,330,000)	\$ (637,461)	-5%
OPERATING EXPENSE				
4 Bus Service	\$ 43,922,690	\$ 45,435,970	\$ 1,513,280	3%
5 Commuter Rail	9,013,423	9,981,599	968,176	10%
6 Light Rail	15,517,729	16,927,693	1,409,964	8%
7 Maintenance of Way	7,672,665	8,095,893	423,228	5%
8 Paratransit Service	9,282,327	9,970,730	688,403	7%
9 RideShare/Van Pool Services	1,315,094	1,518,565	203,471	13%
10 Microtransit	569,478	1,168,370	598,892	51%
11 Operations Support	20,358,623	22,188,281	1,829,658	8%
12 Administration	12,753,712	15,544,206	2,790,494	18%
13 Planning/Capital Development/Real Estate	2,269,606	2,412,545	142,939	6%
14 Non-Departmental	-	546,833	546,833	100%
15 TOTAL OPERATING EXPENSE	\$ 122,675,347	\$ 133,790,685	\$ 11,115,338	8%
16 NET OPERATING INCOME (LOSS)	\$ (109,982,808)	\$ (120,460,685)	\$ 10,477,877	9%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (484,079)	\$ (2,002,917)	\$ 1,518,838	-76%
18 Sales Tax Revenue	(150,606,027)	(137,973,150)	(12,632,877)	9%
19 Other Revenue	(2,923,615)	(4,442,917)	1,519,302	-34%
20 Fed Operations/Preventative Maint. Revenue	(135,617,698)	(71,461,250)	(64,156,448)	90%
21 Bond Interest	36,897,383	36,323,983	(573,400)	-2%
22 Bond Interest UTCT	812,082	854,530	42,448	5%
23 Bond Cost of Issuance/Fees	69,250	34,700	(34,550)	-100%
24 Lease Interest	519,285	511,139	(8,146)	-2%
25 Sale of Assets	(26,314)	-	26,314	
26 TOTAL NON-OPERATING EXPENSE	\$ (251,359,733)	\$ (178,190,581)	\$ 73,169,152	41%
27 CONTRIBUTION TO RESERVES	\$ 141,376,925	\$ 57,729,896		

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,955,015	\$ 46,806,015	6.3%
2 INFORMATION TECHNOLOGY	1,144,181	21,058,786	5.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	392,957	5,292,280	7.4%
4 CAPITAL PROJECTS	6,099,671	96,359,626	6.3%
5 AIRPORT STATION RELOCATION	1,859,136	9,453,807	19.7%
6 STATE OF GOOD REPAIR	6,475,757	37,374,436	17.3%
7 DEPOT DISTRICT	7,393,802	32,400,124	22.8%
8 OGDEN/WEBER STATE BRT	3,031,389	52,580,513	5.8%
9 TIGER	2,282,282	14,691,019	15.5%
10 TOTAL	<u>\$ 31,634,189</u>	<u>\$ 316,016,606</u>	10.0%
REVENUES			
11 GRANT	\$ 11,202,403	\$ 85,042,380	13.2%
12 STATE CONTRIBUTION	1,706,850	10,814,417	15.8%
13 LEASES (PAID TO DATE)	2,262,152	51,875,592	4.4%
14 BONDS	4,100,511	61,439,830	6.7%
15 LOCAL PARTNERS	4,976,628	30,415,935	16.4%
16 UTA FUNDING	7,385,645	76,428,452	9.7%
17 TOTAL	<u>\$ 31,634,189</u>	<u>\$ 316,016,606</u>	10.0%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	May-21	May-20	2021	2020
UTA				
Fully Allocated Costs	23,026,763	23,765,707	122,681,024	97,548,632
Passenger Farebox Revenue	2,385,629	2,517,821	12,213,453	14,257,371
Passengers	1,771,082	1,224,094	8,666,005	12,618,768
Farebox Recovery Ratio	10.4%	10.6%	10.0%	14.6%
Actual Subsidy per Rider	\$11.65	\$17.36	\$12.75	\$6.60
BUS SERVICE				
Fully Allocated Costs	11,557,340	11,579,724	61,306,156	49,076,419
Passenger Farebox Revenue	1,183,507	1,194,761	6,093,099	6,480,205
Passengers	928,149	657,126	4,675,078	6,238,358
Farebox Recovery Ratio	10.2%	10.3%	9.9%	13.2%
Actual Subsidy per Rider	\$11.18	\$15.80	\$11.81	\$6.83
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,107,454	6,801,088	33,561,548	25,644,323
Passenger Farebox Revenue	611,017	667,659	2,704,355	3,806,720
Passengers	606,043	435,476	2,903,520	4,528,639
Farebox Recovery Ratio	10.0%	9.8%	8.1%	14.8%
Actual Subsidy per Rider	\$9.07	\$14.08	\$10.63	\$4.82
COMMUTER RAIL SERVICE				
Fully Allocated Costs	2,963,758	2,985,269	15,069,682	12,965,073
Passenger Farebox Revenue	301,703	328,824	1,563,815	2,563,001
Passengers	146,588	67,793	648,693	1,220,924
Farebox Recovery Ratio	10.2%	11.0%	10.4%	19.8%
Actual Subsidy per Rider	\$18.16	\$39.18	\$20.82	\$8.52
PARATRANSIT				
Fully Allocated Costs	1,853,823	2,023,136	10,275,299	8,165,163
Passenger Farebox Revenue	38,826	33,846	495,770	110,658
Passengers	39,761	18,809	179,201	212,730
Farebox Recovery Ratio	2.1%	1.7%	4.8%	1.4%
Actual Subsidy per Rider	\$45.65	\$105.76	\$54.57	\$37.86
RIDESHARE				
Fully Allocated Costs	544,388	376,490	2,468,338	1,697,654
Passenger Farebox Revenue	250,576	292,733	1,356,414	1,296,787
Passengers	50,541	44,891	259,512	418,117
Farebox Recovery Ratio	46.0%	77.8%	55.0%	76.4%
Actual Subsidy per Rider	\$5.81	\$1.87	\$4.28	\$0.96

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-21	May-20	2021	2020
FULLY ALLOCATED COSTS				
Bus Service	\$11,557,340	\$11,579,724	\$61,306,156	\$49,076,419
Light Rail Service	\$6,107,454	\$6,801,088	\$33,561,548	\$25,644,323
Commuter Rail Service	\$2,963,758	\$2,985,269	\$15,069,682	\$12,965,073
Paratransit	\$1,853,823	\$2,023,136	\$10,275,299	\$8,165,163
Rideshare	\$544,388	\$376,490	\$2,468,338	\$1,697,654
UTA	\$23,026,763	\$23,765,707	\$122,681,024	\$97,548,632
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,183,507	\$1,194,761	\$6,093,099	\$6,480,205
Light Rail Service	\$611,017	\$667,659	\$2,704,355	\$3,806,720
Commuter Rail Service	\$301,703	\$328,824	\$1,563,815	\$2,563,001
Paratransit	\$38,826	\$33,846	\$495,770	\$110,658
Rideshare	\$250,576	\$292,733	\$1,356,414	\$1,296,787
UTA	\$2,385,629	\$2,517,821	\$12,213,453	\$14,257,371
PASSENGERS				
Bus Service	928,149	657,126	4,675,078	6,238,358
Light Rail Service	606,043	435,476	2,903,520	4,528,639
Commuter Rail Service	146,588	67,793	648,693	1,220,924
Paratransit	39,761	18,809	179,201	212,730
Rideshare	50,541	44,891	259,512	418,117
UTA	1,771,082	1,224,094	8,666,005	12,618,768
FAREBOX RECOVERY RATIO				
Bus Service	10.2%	10.3%	9.9%	13.2%
Light Rail Service	10.0%	9.8%	8.1%	14.8%
Commuter Rail Service	10.2%	11.0%	10.4%	19.8%
Paratransit	2.1%	1.7%	4.8%	1.4%
Rideshare	46.0%	77.8%	55.0%	76.4%
UTA	10.4%	10.6%	10.0%	14.6%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.18	\$15.80	\$11.81	\$6.83
Light Rail Service	\$9.07	\$14.08	\$10.63	\$4.82
Commuter Rail Service	\$18.16	\$39.18	\$20.82	\$8.52
Paratransit	\$45.65	\$105.76	\$54.57	\$37.86
Rideshare	\$5.81	\$1.87	\$4.28	\$0.96
UTA	\$11.65	\$17.36	\$12.75	\$6.60

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of May 31, 2021

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 110,032,547	\$110,032,547	-	-	-	-
2 Sales Tax Contributions	55,824,699	31,877,608	\$ 23,947,091	-	-	-
3 Warranty Recovery	2,242,479	2,242,479	-	-	-	-
4 Build America Bond Subsidies	730,377	730,377	-	-	-	-
5 Product Sales and Development	2,676,395	599,629	54,447	\$ 4,425	\$ 2,074,931	\$ (57,037)
6 Pass Sales	145,107	182,394	(3)	33,407	(106,873)	36,182
7 Property Management	39,218	31,309	4,052	(3,740)	2,864	4,733
8 Vanpool/Rideshare	160,424	30,928	10,708	16,798	3,092	98,898
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreements	100	-	100	-	-	-
12 Other	1	1	-	-	-	-
13 Total	\$ 172,222,377	\$146,091,628	\$ 24,016,395	\$ 50,890	\$ 1,974,014	\$ 89,450

Percentage Due by Aging

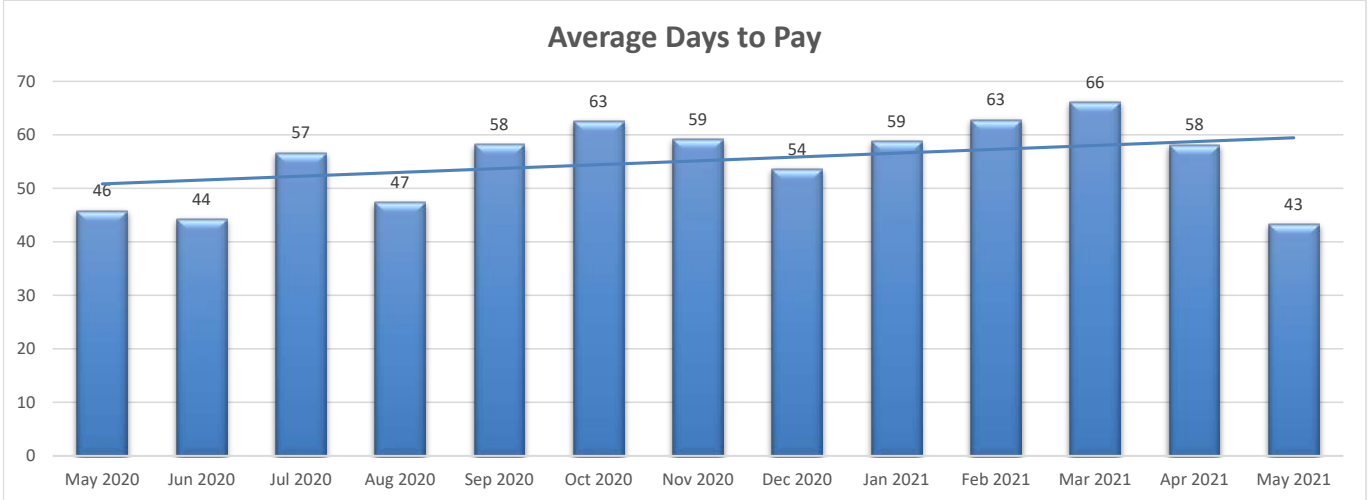
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	57.1%	42.9%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	22.4%	2.0%	0.2%	77.5%	-2.1%	
19 Pass Sales	125.7%	0.0%	23.0%	-73.7%	24.9%	
20 Property Management	79.8%	10.3%	-9.5%	7.3%	12.1%	
21 Vanpool/Rideshare	19.3%	6.7%	10.5%	1.9%	61.6%	
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%	
24 Capital Development Agreements	0.0%	100.0%	0.0%	0.0%	0.0%	
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
26 Total	84.8%	13.9%	0.0%	1.1%	0.1%	

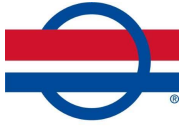
¹ Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM MAY 1, 2021 THROUGH MAY 31, 2021
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	886855	5/5/2021	\$ 209,105.85
15-1484PP PURCHASE PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP	886856	5/5/2021	243,457.74
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886857	5/5/2021	284,426.46
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	5/6/2021	254,955.27
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	5/6/2021	831,054.07
R2020-04-02		UTA/ATU JOINT INSURANCE TRUST	359810	5/6/2021	205,488.83
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886938	5/12/2021	247,364.22
15-1484PP PURCHASE PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP	886939	5/12/2021	730,641.57
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	886940	5/12/2021	2,165,817.57
15-1484PP PURCHASE PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP	887013	5/19/2021	325,174.80
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887014	5/19/2021	356,448.95
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	887015	5/19/2021	360,256.87
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	5/20/2021	254,924.74
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	5/20/2021	830,312.26
R2020-04-02		ROCKY MOUNTAIN POWER	360186	5/26/2021	268,197.06
15-1205TP ADVERTISING AGENCY SERVICES	8/11/2015	R&R PARTNERS, INC.	887080	5/26/2021	346,762.23
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	887081	5/26/2021	349,324.78
15-1484PP PURCHASE PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP	887082	5/26/2021	649,170.16
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	887083	5/26/2021	729,719.94
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	887084	5/26/2021	1,856,347.71
R2020-04-02		PEHP	ZION-ACH	5/31/2021	228,034.53
R2020-04-02		SELECT HEALTH	ZION-ACH	5/31/2021	667,952.34





U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): David Hancock, Director of Capital Construction
 Andrea Pullos, Project Manager

TITLE:

R2021-07-01 - Resolution Authorizing Execution of Amendment No. 1 to an Interlocal Cooperative Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street

AND

2021 Technical Budget Adjustment - Capital 07/14/2021

AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	This request seeks two actions from the Board of Trustees: 1. Approve Resolution R2021-06-01 executing Amendment No. 1 to Interlocal Cooperative Agreement (ILA) with the Redevelopment Agency of Salt Lake City (RDA) for a 650 South Main St. TRAX Station. The amendment extends the period of performance to March 31, 2022 and adds funds received from RDA in the amount of \$514,727 for a total ILA amount of \$2,502,404 (\$1,987,677+\$514,727). 2. Approve a technical budget adjustment moving \$688,127 from Capital Contingency to the 650 South TRAX Platform Project. This amount covers the RDA amendment amount of \$514,727 as well as a UTA contribution to the project to fund a snowmelt system with a cost of \$173,400.

BACKGROUND:	On December 16, 2020, the Board approved by resolution (R2020-12-12) the execution of an Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City (RDA) for the construction of a TRAX station at 650 South Main Street. Funding for the agreement comes from the RDA and private developers. UTA will award and manage the construction contract. In March of 2021, a request for proposal (RFP) to construct the project was issued. Due to lack of adequate industry response to the first RFP, a 2 nd RFP was issued in April 2021, Paulsen Construction was selected on June 23, 2021 to perform the work. The later than expected contract award and unanticipated increase in construction costs resulted in the need for this Amendment to the ILA which extends the period of performance and adds additional funds. The Board of Trustees approved budget authority of \$220,000 in 2020 and \$2,000,000 in 2021 for total current budget authority of \$2,220,000 for the 650 South Project. After accounting for costs incurred to-date, the decision to achieve economies of scale by adding the UTA funded snowmelt system to the contract, and the above-described increase in contract costs, UTA is seeking a technical budget adjustment of \$688,127. This increase will be funded from the Capital Contingency budget.
DISCUSSION:	This ILA amendment will extend the period of performance for the 650 South TRAX Station project construction until March 31, 2022 and adds an additional \$514,727 in RDA funds to the project. The RDA has agreed to fund this increase for the RDA elements of the construction contract. UTA intends to include a snow-melt system for this project funded with UTA funds. The snow-melt system was not included in the original project scope. The installation of the snowmelt system will enhance safety, reduce maintenance costs, increase service reliability, and improve on-time performance. This element of the contract is estimated at \$173,400 and is included in the requested technical budget adjustment of \$688,127 (\$514,727 + \$173,400) from Capital Contingency.
ALTERNATIVES:	If this amendment does not move forward, Utah Transit Authority may lose out on the third-party funds and be required to fund the project themselves. At a minimum, any delay will result in higher project costs in today's construction market.
FISCAL IMPACT:	The RDA will be providing \$514,727 of the additional project funds. This project is included in the 2021 Capital Budget. The technical budget adjustment requested will cover the additional project costs as outlined in the ILA and construction of the snow melt system described above. After the adjustment, the 650 South TRAX station project budget will be \$2,845,445 and the Capital Contingency budget will be \$1,311,873. See Attachment A for details.
ATTACHMENTS:	<ul style="list-style-type: none"> • Resolution R2021-07-01, including the Construction Amendment with the Redevelopment Agency of Salt Lake City • Technical Budget Adjustment - Capital 07/14/2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT ONE TO THE INTERLOCAL
COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF SALT LAKE
CITY FOR THE COOPERATIVE CONSTRUCTION OF A TRAX STATION
AT 650 SOUTH MAIN STREET**

R2021-07-01

July 14, 2021

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

WHEREAS, the Redevelopment Agency of Salt Lake City ("RDA"), and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the RDA has been working with developers to obtain funding for the design and construction of a new TRAX station at 650 South Main Street; and

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

WHEREAS the RDA and the Authority entered into a Interlocal Cooperation Agreement providing authorization and funding to the Authority for the construction of a new TRAX station at 650 South Main Street.

WHEREAS various circumstances including a delay in the construction contract award and increased construction costs created the need to amend the Interlocal Cooperation Agreement to incorporate a revised schedule showing station opening by March 31, 2022. The amendment also incorporates a new budget with a total construction cost of \$2,675,804. This includes the original amount of \$1,987,677 plus an additional \$514,727 from the RDA for increased construction costs and \$173,400 from UTA for the snowmelt system.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves Amendment One to the Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City in substantially the same form as attached as Exhibit A.

2. That the Executive Director is authorized to execute Amendment One to the ILA with the Redevelopment Agency of Salt Lake City in substantially the same form as attached at Exhibit A.
3. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 14th day of July 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

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

EXHIBIT A

(Amendment One to Interlocal Cooperation Agreement
with the Redevelopment Agency of Salt Lake City)

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION

THIS FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION (“**First Amendment**”) is made as of the _____ of June, 2021 (“**Effective Date**”) by and between the Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”), and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“**UTA**” and collectively with Agency, the “**Parties**”).

RECITALS

WHEREAS, Parties previously entered into a Construction Agreement for the TRAX 650 South Main Passenger Station (the “**Original Agreement**”), where Agency agreed to provide funding and UTA agreed to provide administrative and technical support for the construction and systems integration of the proposed construction of the TRAX station at approximately 650 South Main Street (“**Project**”).

WHEREAS, the Agency and UTA desire to amend the Original Agreement to modify the Project’s construction deadlines, clarify which parties are contributing to the Project, and adjust the cost of the Project.

NOW, THEREFORE, in consideration of the above-stated premises and for other good and valuable consideration, the parties agree to amend the Original Agreement as follows:

1. Section 1: Definitions. The definition of “Property Owners” shall be amended such that “700 GS, LLC” is removed from the list of Property Owners and “Sinclair Real Estate Corporation” is added.

2. Section 4: Project Budget. The sixth sentence of Section 4 of the Original Agreement shall be deleted in its entirety and is hereby replaced with the following: “Agency will provide notice to UTA when the Property Owners’ full contributions have been placed in the escrow account. If Agency has not provided this notice to UTA at the time UTA is ready to issue the notice to proceed to the Contractor, this Agreement may be terminated based on mutual agreement, which shall not be unreasonably withheld by either Party.” Additionally, Section 4 of the Original Agreement shall be amended such that:

(a) The amount the Agency will contribute to the construction of the Project is \$1,083,010.

(b) The Agency’s total contribution amount is \$1,428,502.

(c) The total amount the Agency contributed to the design of the Project is \$236,742.

(d) UTA will pay for the construction of the snowmelt system for the Project, which is an estimated \$173,400. These UTA funds are not subject to the escrow provisions of the Section 7.

(e) The Salt Lake City Transportation Division will pay \$150,000 toward the construction of the traffic signal for the Project,

(f) The estimated balance for the Property Owners (as defined in the Original Agreement) to collectively contribute to the Project is \$1,269,393.

(g) The anticipated maximum amount needed for the Project is \$3,021,295.

(h) The total amount to be paid to UTA for contract management services as defined in Section 8 is \$81,500.

3. Section 7.2: Creation of Escrow Account. Section 7.2 of the Original Agreement which details the establishment of an escrow account shall be amended such that the Parties will mutually agree on an escrow company. Additionally, Section 7.2 of the Original Agreement shall be amended such that the total Project to be deposited into escrow shall be \$2,502,404.

4. Section 8: Construction Management Services; Startup and Testing. Section 8 of the Original Agreement shall be amended such that the total amount the Agency will pay UTA for their contract management services is \$81,500.

5. Exhibit B: Project Schedule. Exhibit B is hereby deleted in its entirety and replaced with the attached Exhibit B: First Amendment to the Estimated Construction Schedule.

6. Exhibit C: Detailed Project Budget. Exhibit C is hereby deleted in its entirety and replaced with the attached Exhibit C: First Amendment to the Project Budget.

7. Miscellaneous. Except as expressly amended pursuant to the terms of this First Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms, and the Original Agreement, as amended pursuant to this First Amendment, is hereby ratified by the Agency and UTA. In the event that any of the provisions of this First Amendment conflict with the provisions of the Original Agreement, the provisions of this First Amendment shall govern and control. To facilitate execution, this First Amendment may be executed in as many counterparts as may be required and may be signed electrically. All counterparts shall collectively constitute a single agreement.

8. Representation Regarding Ethical Standards. Licensee represents that it has not (1) provided an illegal gift or payoff to Salt Lake City Corporation (“City”) officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44 Salt Lake City Code.

(end of text- signatures attached)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers, effective as of the date first set forth above.

Agency:

Danny Walz, Director

Approved as to form
Salt Lake City Attorney's Office

Attest and countersigned
Salt Lake City Recorder's Office

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

Carolyn Gonot, Executive Director

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form
Utah Attorney General's Office

DocuSigned by:
Mike Bell 6/16/2021
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Exhibit B
First Amendment to the Estimated Construction Schedule

<u>Task/Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
<i>Bid Process</i>		
Bid Advertisement	4/22/2021	5/11/2021
Open/Review Bids	5/11/2021	5/18/2021
Contractor Selection, Notice to Agency	5/18/2021	5/21/2021
UTA Board Approval of Contractor Selection	7/14/2021	7/14/2021
Developer Contributions		No later than 7/20/2021
Notice to Proceed		No later than 7/21/2021
<i>Construction*</i>		
Mobilization	7/21/2021	7/22/2021
Construct Platform	7/22/2021	1/14/2022
Install Artwork	12/31/2021	1/14/2022
Startup Testing	1/14/2022	2/14/2022
Punchlist	1/14/2022	2/14/2022
<i>Operation</i>		
Opening Day		No later than 3/31/2022

*Construction milestones assume the NTP is issued on the last day (7/21/2021).

6/10/2021	
650 S Main Street TRAX Station	
	Budget
Description	Amount
<u>1. Construction Costs-</u>	
1.1 Construction Costs/ General Contractor	\$2,136,458.26
Construction Bid	\$2,136,458.26
1.2 UTA Procurement Items	\$222,000.00
Passenger information signs	\$50,000.00
Freight for Passenger information signs	\$500.00
PIS Router and interface card	\$2,000.00
Train/Traffic Signal Programming	\$14,500.00
Utah Power Meters and Installation	\$10,000.00
TVMs	\$145,000.00
1.3 Construction Contingences Budget	\$235,845.83
1. Total Construction Costs	\$2,594,304.09
<u>2. Design Consultant Costs-see Exhibit A</u>	
2.1 CRSA	\$203,140.00
2.2 UTA admn	\$33,601.68
2. Total Design Costs	\$236,741.68
<u>3. Other Estimated Project Costs-</u>	
3.1 Art In Transit (By City Arts Council)- Estimated	\$108,750.00
3.2 UTA Construction Management	\$81,500.00
Construction/Project Management	\$0.00
Construction Inspection	\$30,000.00
Material Testing	\$5,000.00
Start up and Testing (UTA)	\$15,000.00
Contingency	\$31,500.00
3. Total Other Costs	\$190,250.00
Grand Total - Total Project Cost	\$3,021,295.77
less Art in Transit	-\$108,750.00
less design costs	-\$236,741.68
Total Construction Costs (no design no art)	\$2,675,804.09
UTA Contribution	\$173,400.00
SLCRDA & Developer Contribution	\$2,502,404.09

**2021 TECHNICAL BUDGET ADJUSTMENT
July 14, 2021**

Funding Sources	2021 Budget as amended R2021-06-01	UTA Funds	Salt Lake Redevelopment Agency Funding	TTIF/Federal	Fund Balance	Box Elder Revenues	Amended 2021 Budget
Transfer from Operations	\$ 78,165,500		\$ (514,727)		\$ -		\$ 77,650,773
2018 and 2019 Bond Proceeds	51,256,000						51,256,000
Grants	75,793,000						75,793,000
Local Partner Contributions	27,233,000		514,727				27,747,727
State Contribution	12,464,000						12,464,000
Leasing	18,059,000						18,059,000
Total Funding Sources	\$ 262,970,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262,970,500
Expense							
Depot District	\$ 32,400,000						\$ 32,400,000
Ogden/Weber BRT	52,581,000						52,581,000
Airport Station Relocation	7,000,000						7,000,000
State of Good Repair	23,625,000						23,625,000
Frontrunner Paint Booth	429,500						429,500
<i>650 South Main St. TRAX STATION¹</i>	<i>2,000,000</i>	<i>173,400</i>	<i>514,727</i>				<i>2,688,127</i>
<i>Capital Contingency</i>	<i>2,000,000</i>	<i>(173,400)</i>	<i>(514,727)</i>				<i>1,311,873</i>
Other Capital Projects	142,935,000						142,935,000
Total Expense	\$ 262,970,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262,970,500

Footnote:

¹This project also has \$220,000 in carryforward budget authority from 2020 for a total adopted budget authority of \$2,200,000.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, IT Director

TITLE:

Contract: TRAX and FrontRunner Automatic Passenger Counting (APC) and Real Time Passenger Information (RTPI) Support (Innovations in Transportation, Inc. INIT)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve and ratify the 5-year contract and associated disbursements with INIT to support: Automatic Passenger Counting (APC) system on Light Rail and Commuter Rail, and Real Time Passenger Information (RTPI) on Commuter Rail. The total contract value is \$602,343.54.
BACKGROUND:	APC provides ridership and reliability data for service development and allows UTA to meet all federally mandated data collection and submission to the National Transit Database (NTD) which impacts agency funding rates based on ridership. RTPI on FrontRunner provides automated visual and audio announcements onboard the train for our customers with disabilities; thus supporting our ADA goals. Without an automated system to collect ridership and reliability data it would be necessary to manually count riders boarding and alighting each Trax and Commuter rail train cars. The accuracy of our ridership would be impacted because of the reduced coverage of trips counted. APC covers 100% of our Rail fleet, 24/7/365 and scheduled and unscheduled trips. The APC levels of accuracy is 95%.
DISCUSSION:	INIT services are used for ridership and reliability reports for TRAX and FrontRunner, FrontRunner RTPI for on-board automated announcements, and operations to manage trains block assignment and vehicle location tracking. This is a sole source contract reviewed and approved by the UTA Sole Source Review Board. The period of performance began on January 1, 2021 and extends through December 31, 2026. UTA has the option to cancel at the end of each one-year period if desired.
CONTRACT SUMMARY:	
Contractor Name:	INIT Innovations in Transportation, Inc.
Contract Number:	21-03423

Base Contract Effective Dates:	1/1/2021-12/31/2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$113,454.16 per year for 5 years with an annual increase of 3% for escalation. Coming in at a total of \$602,343.54. Year 1 \$113,454.16 Year 2 \$116,857.78 Year 3 \$120,363.52 Year 4 \$123,974.42 Year 5 <u>\$127,693.66</u> Total \$602,343.54
Procurement Method:	Sole Source
Funding Sources:	Federal/Local
ALTERNATIVES:	To compensate for APC failures, it would require manual counts. • Changes in how ridership is reported will need approval from NTD & FTA • Loss of APC certification on Rail Services, requiring new processes • Manual counting typically uses a random sampling plan to compensate for reduced resources, impacting coverage • Manual Counting is prone to human error and environment conditions • Reports would be affected due to the time it takes to collect and enter passenger counts.
FISCAL IMPACT:	The budget is included in the annual operating budget each year. Annual support renewal (APC+RTPI) <u>\$113,454.16 (for year 1)</u> APC annual support renewal \$58,687.00 RTPI annual support renewal \$54,767.16
ATTACHMENTS:	1) Contract

Contract Number 21-03423

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“the Contract”) entered into effective the 1st day of January 2021 by and between the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, hereinafter referred to as "Authority", and the firm of INIT INNOVATIONS IN TRANSPORTATION, INC., having an office located at 424 Network Station, Chesapeake, Virginia 23320, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Authority desires to hire professional services for the extended maintenance of the existing Automatic Passenger Counting ("APC") project; and

WHEREAS, the Authority previously entered into a previous service warranty and maintenance arrangement with Contractor which has since expired; and

WHEREAS, the Authority desires to continue to use Contractor for extended maintenance of the APC system according to the terms, conditions of this Contract and as further specified in Exhibit A (Standard Warranty and Maintenance Description APC);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1.0

Definitions

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

- 1.1 The term "Contractor" shall mean INIT Innovations in Transportation, Inc., and its subcontractors, at all tiers.
- 1.2 The term "Authority" or "UTA" shall mean the Utah Transit Authority, a public transit district organized under the laws of the State of Utah.
- 1.3 The Term "Authority's Principal-in-Charge" shall mean Mr. Peter Crane, Apps and Tech Support Analyst, or his successor as appointed or designated in writing by the Authority.
- 1.4 The Term "Authority's Project Manager" shall mean Casey Brock, Project Manager, or his successor as appointed or designated in writing by the Authority.

- 1.5 Not applicable to this Contract.
- 1.6 The term "Scope of Services" shall mean the document, which describes the Work to be performed by the Contract as described in Exhibit "A" attached hereto and incorporated herein.
- 1.7 The term "Work" shall mean the undertaking and completion of the services described in the Scope of Services, or as may be amended in writing by the parties hereto.
- 1.8 The term "Contractor's Principal-In-Charge" shall mean Andreas Rakebrandt or his successor as appointed or designated in writing by the Contractor.
- 1.9 The term "Contractor's Project Manager" means Alfred Burger, or his successor as appointed or designated in writing by the Contractor.
- 1.10 The term "Work Scope Budget" means the budget for the Work, a copy of which is attached as Exhibit "B" and incorporated herein.

ARTICLE 2.0 Description of Services

- 2.1 Contractor does hereby commit and promise to provide all the necessary labor, material, and incidentals to provide in a professional manner the Work as agreed to by the parties herein as described in the Scope of Services.
- 2.2 Contractor accepts the relationship of trust and confidence established between Contractor and the Authority by this Contract. Contractor agrees to furnish its services at all times in a professional manner, and perform the Work herein described consistent with this Contract.
- 2.3 Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work for the Authority.
- 2.4 Authority's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Contractor hereunder until the completion or termination of this Contract.
- 2.5 Contractor's Project Manager will also be the day-to-day contact person for Contractor, working under the supervision of the Authority's Project Manager, and will be responsible for coordination of the Work.

- 2.6 The Authority's Project Manager will represent the Authority and be responsible to see that the Work is completed on time and shall act as the liaison between the Authority and Contractor.
- 2.7 No activity, which materially changes this Contract, including but not limited to the Scope of Services, any schedule of performance, any deliverables, and/or any other attachments/exhibits, shall be implemented without a mutually agreed upon written amendment executed by both parties. Any costs incurred by Contractor without proper contractual authorization through a written an amendment shall be considered non-reimbursable costs.
- 2.8 The parties may amend the Scope of Services to provide that Contractor perform certain professional services for the Project which are not currently defined in the Scope of Services. Such change shall be in accordance with the provisions in Article 6.0 of this Contract.
- 2.9 Contractor shall protect, defend, release, indemnify and hold harmless the Authority from and against reasonable claims, liability, demands, costs and expenses and liens of subcontractors and/or material men caused by the negligent performance of services furnished under this Agreement.

ARTICLE 3.0
Period of Service

- 3.1 The effective date for the period of Work under this Contract shall be from 01/01/2021 through 12/31/2026. The contract may be extended if the Contractor and Authority mutually agree to an extension through all or a portion of that period and provide a written mutually agreed upon written amendment to the Contract executed by both parties. The rights and obligations of the Authority and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 4.0
Consideration

- 4.1 For the performance of the WORK, the Authority agrees to pay Contractor per Exhibit "B" attached. The Authority and Contractor acknowledge that this amount does not include nor cover the cost of the hardware maintenance portion. UTA has elected to remove this portion from the arrangement and pay for any such repairs on an as needed basis pursuant to the pricing shown in Exhibit "B".

ARTICLE 5.0
Reporting Requirements

- 5.1 It is agreed that the Contractor shall deliver progress reports and other deliverables as specified in Exhibit "A" and as agreed to by the parties herein.

ARTICLE 6.0
Contract Changes

- 6.1 The parties agree that the terms and conditions of this Contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment shall be written and executed by both parties prior to becoming effective.

ARTICLE 7.0
Invoicing Procedures and Records

- 7.1 Contractor shall submit invoices to the Authority's Project Manager, for processing and payment in the form specified by the Authority. Authority shall pay invoices within thirty (30) calendar days after submission by Contractor.
- 7.2 Maintenance fees will be invoiced annually in advance.

ARTICLE 8.0
Ownership of Materials

- 8.1 All data, including but not limited to, maps, drawings, sketches, renderings, hardware, and specifications uniquely and especially developed by the Contractor as a part of its Work under this Contract, hereinafter referred to as data and materials, are the property of the Authority and upon completion of this Contract, or upon the termination or cancellation of this Contract shall be delivered to the Authority prior to final payment. All other materials provided to Contractor by the Authority to perform this Contract shall be retained by the Authority at completion, termination, or cancellation.
- 8.2 Nothing in this Agreement shall transfer ownership of any intellectual property or other rights in the Contractor's software (INIT software) or any third-party software provided by Contractor and used to the Authority.

ARTICLE 9.0
Subcontracts

- 9.1 The Contractor shall give advance written notification to the Authority of any proposed consulting agreement or subcontract negotiated in participation of this Contract. The Authority shall have the right to approve all subcontract agreements and consulting

agreements, including any change or amendments to any subcontract or consulting agreement.

ARTICLE 11.0 Suspension of Work

11.1 This section is not applicable.

ARTICLE 12.0 Termination

12.1 Either party shall have the right to terminate this Contract at any time by giving at least thirty (30) days advance written notice to the other party. If the Contract is terminated for convenience, the Authority shall pay to Contractor in accordance with the final terms and conditions of the Contract all sums actually due and owing from the Authority for all services performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Contractor to effect such suspension or termination.

12.2 If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within ten (10) business days after receipt of written notice from the Authority identifying the breach and requesting a cure, in that event, the Authority may terminate this Contract for cause.

12.3 If the Agreement is terminated for default, the Authority shall remit final payment to Contractor in an amount to cover all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination.

12.4 If INIT or Authority fail to meet the outlined terms and conditions, then parties will address such failures together and develop a mutually agreeable action plan to address such failure.

ARTICLE 13.0 Findings Confidential

13.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract shall not be

made available to any person, organization, or entity by Contractor without consent in writing from the Authority.

- 13.2 The Authority acknowledges that the software, the documentation, and other related information (“Trade Secrets”) are owned by Contractor or Contractor has the right of use. The Authority is obligated to maintain the Trade Secrets in confidence and not to disclose the Trade Secrets to any third party without Contractor’s prior written consent. These obligations of confidentiality shall survive termination of the Contract.

ARTICLE 14.0 Indemnification Clause

- 14.1 Contractor shall indemnify, hold harmless and, not excluding the Authority's right to participate, defend the Authority, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all third party liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in pan, by the negligent or willful 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 or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising from acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for the costs associated with defending such claims, and judgment costs where this indemnification clause is applicable
- 14.2 However, the Contractor shall have no obligation to indemnify, defend, or hold Indemnitees harmless with respect to third party claims unless UTA promptly notifies Contractor in writing of the claim not later than thirty (30) days after receiving notice of such claim; cooperates with Contractor in the defense of such claim or in any related settlement negotiations; and allows Contractor to control the defense and settlement of such claim, provided that UTA’s counsel may participate in any claim at UTA’s expense.
- 14.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION INTERRUPTION OF BUSINESS, LOST PROFITS OR LOST REVENUE, ARISING OUT OF THIS CONTRACT. EXCEPT FOR CONTRACTOR’S WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, CONTRACTOR’S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR ANY OTHER GROUND, IS LIMITED TO THE TOTAL AMOUNT OF

MAINTENANCE FEES WHICH HAS BEEN PAID DURING THE PAST 12 MONTHS FOR THE SERVICES AT THE TIME THE CLAIM IS MADE.

ARTICLE 15.0
Insurance Requirements

15.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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 liability requirements provided that the coverage is written on a "following form" basis.

15.1.1 Commercial General Liability — Occurrence Form

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

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

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

15.1.2 Automobile Liability - can be waived if contract does not involve use of motor vehicle. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicle used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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

15.1.3 Worker's Compensation and Employers' Liability

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

Policy shall contain a waiver of subrogation against the Utah Transit Authority.

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.

15.14 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

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.

15.2 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

15.2.1 On insurance policies where the Authority is named as an additional insured, the Authority shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.

15.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

15.3 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 the Authority's Contract Administrator.

- 15.4 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 AVII. The Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- 15.5 Verification of Coverage: Contractor shall furnish the Authority with certificates of insurance (ACORD form or equivalent approved by the Authority) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the 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 sent directly to the Authority's Contract Administrator. The Authority project/contract number and project description shall be noted on the certificate of insurance. The 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 CLAMS AND INSURANCE DEPARTMENT.

- 15.6 Subcontractors: Contractor's certificates shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the Authority separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 15.7 Approval: Any modification or variation from the insurance requirements in this Contract shall be made by the Office of General Counsel or the Claims and Insurance Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 16.0 Independent Contractor

- 16.1 In the performance of the Work to be provided hereunder, Contractor represents that it is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of the Authority by reason of this Contract.

ARTICLE 17.0
Prohibited Interest

- 17.1 No member, officer, agent, or employee of the Authority 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 the Authority.

ARTICLE 18.0
Successors and Assignees

- 18.1 Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of the Authority.
- 18.2 This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assignees, but shall not inure to the benefit of any third party or other person.

ARTICLE 19.0
Nonwaiver

- 19.1 No failure or waiver or successive failures on the part of either party hereto, their successors or permitted assignees, 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 hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assignees.

ARTICLE 20.0
Notices or Demands

- 20.1 Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Procurement & Contracts
669 West 200 South

Salt Lake City, UT 84101

If to Vendor

INIT Innovations in Transportation, Inc.
Andreas Rakebrandt
424 Network Station
Chesapeake, VA 23320

With a copy to:

INIT Innovations in Transportation, Inc.
Office of General Counsel
424 Network Station
Chesapeake, VA 23320

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

ARTICLE 23.0

Contract Administrator

23.1 The Authority's Contract Administrator for this Contract is Troy Hamilton, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to Mr. Hamilton, or designee.

ARTICLE 24.0

General Provisions

24.1 The Work performed by Contractor under this Contract shall conform to generally acceptable professional standards.

24.2 No drawings and specifications, as instruments of service uniquely and especially developed by Contractor as part of its Work under this Contract, shall be the subject of an application for copyright or trademark by or on behalf of Contractor.

- 24.3 No assignment of any claim or proceeds under this Contract shall be binding upon Authority, unless the Authority shall be notified thereof in writing and consents to the same.
- 24.4 The laws of the State of Utah and applicable Federal, state, and local laws, regulations and guidelines shall govern hereunder.
- 24.5 The headings of the articles, clauses, and Sections of this Contract are inserted for reference purposes only and are not restrictive as to content. .
- 24.6 Nothing contained herein shall be deemed to create any contractual relationships between Authority and any of the other contractors, subcontractors or material suppliers on the Work, nor shall anything contained herein be deemed to give any third party any claim or right of action against Authority or Contractor which does not otherwise exist without regard to this Contract.
- 24.7 This Contract may be eligible for financial assistance from FTA, and therefore is subject to the terms and conditions of a "Contract for Financial Assistance" between Authority and the Federal Transit Administration of the U.S. Department of Transportation (FTA).
- 24.8 If Authority becomes aware of any fault or defect in the Work or non-conformance with the Contract documents, it shall give prompt written notice thereof to the Contractor.

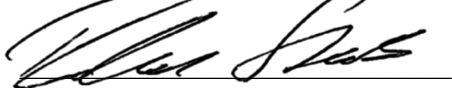
ARTICLE 25.0
Incorporated Documents

- 25.1 The documents provided in Exhibits A and B Attachments shall be included in this contract.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

**INIT INNOVATIONS IN
TRANSPORTATION, INC.**



Name and Title
Roland Staib, President & CEO

5/28/2021

Date

Name and Title

Date

UTAH TRANSIT AUTHORITY

Carolyn M. Gonot
Executive Director

Alisha Garrett
Chief Enterprise Strategic Ofc

Daniel Harmuth
IT Director

DocuSigned by:



361F16F838704A9

Michael Bell
Assistant Attorney General

EXHIBIT A



INIT Innovations in Transportation, Inc.

Provider and Systems Integrator of
Intelligent Transportation Systems for Public Transit

Standard Warranty and Maintenance Description Automatic Passenger Counting



Customer: UTA
Author: C Commons
Version: 1.2
Status: 11-18-2019

Period 01/01/2021 – 12/31-2021

INIT Innovations in Transportation, Inc.
1420 Kristina Way, Suite 101
Chesapeake, VA, 23320

postmaster@initusa.com
www.initusa.com

Phone: 757-413-9100
Fax: 757-413-5019

Chesapeake, VA | Seattle, WA | New York, NY | Montreal, QC | Vancouver, BC
Karlsruhe, Germany | Helsinki, Finland | Dubai, UAE | Brisbane, Australia

Standard Warranty and Maintenance Description



DISCLAIMER

Information contained in this document is for representational purposes only. We reserve the right to make changes in these configurations at any time based upon new technical developments. Actual system components and configurations to be delivered may vary from those described herein.

The specifications, photographs, drawings and charts contain details of a standard system. We reserve the right to make changes in these configurations at any time based upon new technical developments. While the information provided in this document is believed to be accurate, it may include technical inaccuracies or typographical errors.

No part of this material, including but not limited to the text and graphics, may be reproduced or transmitted in any form without the prior written consent of INIT.

This document and the trademarks to which it refers are covered by copyright, trademark, and competition laws.

Standard Warranty and Maintenance Description

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Standard Warranty and Maintenance Description



1 Introduction

INIT seeks to provide high-quality services to support its customers in the operations of INIT's Intelligent Transportation System implementations.

This document describes standard warranty and maintenance services as well as optional services. A problem classification scheme including associated response times should help to assure an appropriate response according to the severity of the problems.

The assumption is that the customer promptly notifies INIT of failures in system components through the use of INIT's support line, Returned Material Authorization (RMA) form or INIT's on-line problem reporting system. Furthermore, the customer is responsible for providing accurate information and details of system conditions surrounding the failure, as well as details of the failure and any error messages noted.

Once a problem is properly logged with INIT and determined to be covered under the warranty or maintenance agreement, it is INIT's responsibility to respond to problem reports in a manner determined by the system impact and assigned problem priority.

A warranty or maintenance information package will be delivered at the start of warranty and maintenance with current support contact information including phone numbers, on-line support system information including user manual and pre-structured problem report forms.

1.1 Terms and Definitions

With regard to the warranty and maintenance service levels, we distinguish:

- **First-Year Warranty:** A Standard First-Year Warranty for hardware and software included in the purchase prices and begins on the date of conditional acceptance.
- **Extended Maintenance:** After the First-Year Warranty the optional extended maintenance service starts.
- **Services:** Services on top of the basic services listed available during the initial warranty period and/or extended maintenance period, e.g. 24x7 Hotline.

With regard to the level of services, we define the following terms:

- **INIT Support Line:** generic term covering all support levels and times available
- **Technical Support:** technical support provided during INIT's regular business hours, Monday through Friday 08:00-17:00 (EST), excluding U.S. holidays.
- **After-hours Technical Support:** technical support provided remotely Monday through Friday 17:00-20:00 (EST), available based on customer location in order to supply consistency for INIT's customers in other time zones.
- **24x7 Hotline:** technical support for high impact urgent problems (defined below), available 24 hours a day, 7 days a week, 365 days a year.
- **Early AM Hotline:** technical support for high impact urgent problems (defined below), available from 03:00-09:00(EST), 7 days a week, 365 days a year.

2 Standard First Year Hardware and Software Warranty

The Standard First-Year Warranty Service for hardware and software is included in purchase prices and begins on date of conditional system acceptance or 60 calendar days after beneficial system use, whichever comes first.

2.1 Software Warranty

- Remote error analysis and repair of reproducible problems through a VPN data connection.
- Includes version updates of existing system features, error correction, and assistance with temporary corrective actions, for reproducible errors.
- INIT Support Line available during standard Technical Support hours and After -Hours (i.e. support is available from 8:00 to 17:00 EST).

2.2 Hardware Warranty

- Includes parts repair of defective hardware supplied by INIT for COPILOTpc/GPS/AVL/APC/MDT/WLAN/DCDC/Antenna
- The customer is responsible for all labor to troubleshoot and remove faulty equipment.
- Replacement equipment will be obtained from the customer's on-site Spare Parts Inventory.
- Defective equipment will be returned to INIT for repair. INIT will send a repaired or replacement unit to replenish the customer's Spare Parts Inventory. INIT pays for shipping both ways.

3 Extended Hardware and Software Maintenance Period

3.1 Software Maintenance

- Continuation of our Standard Warranty services for all INIT designed software.

3.2 Hardware Maintenance

- Continuation of our Standard Warranty for all hardware supplied by INIT .

In addition to the standard first year warranty services and optional extended maintenance, the following optional services are available:

3.3 Software Upgrade Service Optional

- Version upgrades of existing software features. These upgrades include additional functionality within already licensed applications, e.g. new map functionality or new sort or filter functionality. This does not include new system features, e.g. detour scheduling for ITCS. Installation and migration services are not included.

4 Third Party Software and Hardware

4.1 IT Hardware

Due to the large number of computer equipment manufacturers and the numerous warranty and maintenance support configurations available, INIT will normally only warranty the INIT provided

Standard Warranty and Maintenance Description



computer equipment items for the initial First-Year Warranty term. This equipment includes items like servers, workstations, network switches and WLAN access points.

INIT does not directly provide the extended maintenance and support offerings for this equipment. However, INIT will identify and procure the appropriate level of support and maintenance from the customer approved computer equipment vendor.

Any extended maintenance of the IT hardware is outside the bounds of the standard INIT maintenance agreement, which means additional cost to the customer and potentially different service levels.

4.2 Third Party Software and Hardware

Third party software and hardware will be covered by the First-Year Warranty if included as part of an initial purchase from INIT. This includes radios, passenger information displays, IVR systems, video surveillance systems, hardware operating systems and database licenses.

Extended maintenance for these items can also be included or may be purchased directly from the supplier. Like the IT hardware, extended maintenance for these items does not fall within the bounds of the standard INIT maintenance agreement.

5 Problem Resolution

Once a problem is properly logged with INIT, the support staff will respond in a manner determined by the system impact and assigned problem priority.

Classification Code	Problem Classification	Description	Response Time	24x7 & Early AM Avail.
Central Off-line (standalone APC) System Errors				
B1	Major		2 days	No
B2	Minor		5 days	No
Mobile Vehicle System Errors				
C1	Major		2 days	No
C2	Normal		2 days	No
C3	Minor		5 days	No
C4	Watch		5 days	No

5.1 Problem Classifications

Problems and errors are prioritized according to the architecture of the customer system and based on their system impact as described below.

Note that this document does not attempt to include all possible examples of problems as it is impossible to predict what possible problems could arise in any complex system.

Standard Warranty and Maintenance Description

5.1.1 Category B: Central Off-line System Errors (APC system)

Central Off-line System Errors are failures in off-line systems, which under normal conditions do not cause immediate impact to operations.

5.1.1.1 Category B1: Major

Major impact on Statistics or WLAN

Examples: Garage WLAN inaccessible. Statistics not processing correctly or data missing.

5.1.1.2 Category B2: Minor

Minimal impact on Statistics or WLAN processing, or a workaround exists.

Examples: One WLAN antenna down. Stats information available, but not by normal means.

5.1.2 Category C: Mobile Vehicle System Errors

MOBILE Vehicle System Errors include relevant vehicle equipment and their software.

5.1.2.1 Category C1: Major

Error has a severe impact on an individual vehicle or vehicles, causing the loss of critical functionality.

Examples: Defective radio, COPILOT will not boot

5.1.2.2 Category C2: Normal

Error impacts an individual vehicle or vehicles, hindering the use of the MOBILE subsystem, but significant functionality is still provided.

Examples: Defective odometer, defective GPS equipment

5.1.2.3 Category C3: Minor

Error does not hinder the use of the MOBILE subsystem on a single vehicle, but has a minor impact on the functionality available or resulting data.

Examples: Defective APC analyzer

5.1.2.4 Category C4: Watch

Error is intermittent and difficult or impossible to reproduce.

5.2 Problem Reporting Response Times

Customer will call or email INIT Support Line with thorough description of issue. The problem response times and procedures for each problem category are defined as follows.

Standard Warranty and Maintenance Description



5.2.1 Category B: Central Off-line System Error

5.2.1.1 B1: Major

This first line response will log the call, and offer resolution if possible. If resolution is not possible, within 2 working days a qualified engineer will remotely log into the system and diagnose the problem.

5.2.1.2 B2: Minor

Within 5 working days a qualified engineer will remotely log into the system and diagnose the problem.

5.2.2 Category C: Mobile Vehicle System Errors

The customer will perform replacement of items utilizing customer spare inventory. The customer may then return the equipment to INIT for repairs following normal warranty or maintenance practices.

The customer may contact INIT for assistance in diagnosing issues and troubleshooting repairs according to the level of severity as described below.

INIT will replace defective items on-site in case an Optional Hardware Maintenance Service (Level 2) agreement exists.

INIT will return the repaired equipment within 14 calendar days excluding shipment time.

Note: In some instances substantially longer times up to 16 weeks could be required. These cases occur if components need to be manufactured. This is generally the case with vehicle specific cables or components that cannot be repaired but instead have to be manufactured.

5.2.2.1 C1: Major

This first line response will log the call, and offer resolution if possible. If resolution is not possible, within 2 working days a qualified engineer will remotely log into the system or walk through vehicle diagnostics with a qualified customer point of contact and attempt to diagnose the problem.

5.2.2.2 C2: Normal

This first line response will log the call, and offer resolution if possible. If resolution is not possible, within 2 working days a qualified engineer will remotely log into the system and diagnose the problem.

5.2.2.3 C3: Minor

This first line response will log the call, and offer resolution if possible. If resolution is not possible, within 5 working days a qualified engineer will remotely log into the system and diagnose the problem.

5.2.2.4 C4: Watch

Within 5 working days a qualified engineer will diagnose the problem. The item will remain open until it can be reproduced or more information can be gathered. These items will be periodically reviewed to assess the need to remain on the open list.

6 Resolution Reporting

The resolution reporting step provides information documenting the resolution to a reported issue. This documentation helps the customer understand the issue in more detail and what can be done to prevent repeated failures. A common report available on the customer's Share Point site will be the resource for documenting problem resolutions. The problem resolution report will include the following data points for each problem resolved:

- ID
- Submit Date and Time
- Problem Classification
- Summary
- Opened By
- Issue Owner
- Status
- Due Date
- Last Activity

7 Upgrades, Change Requests and Additional Features

7.1 Additional features and change requests

Additional features and change requests should be initiated by the customer through the aforementioned support procedure. All requests will be tracked and added according to priority. If a request is deemed a cost item, INIT will provide a cost proposal after the cost of effort has been established. A Purchase Order (PO) will be expected from the customer prior to INIT commencing work on the change request.

7.2 Existing software upgrades

Updates to INIT software can be initiated by two means. In advance of delivery of updates to existing software, INIT will provide the customer with a Delivery Paper. This form includes a complete description of the change, implications of not changing, user impact, a description of the test plan, and rollback procedures if the change causes unforeseen problems. This form will be returned to INIT, via electronic means, to indicate approval. Coordination before and after update requests have been initiated is essential for this procedure to work smoothly.

In certain cases, it may be necessary to provide the Delivery Paper after the update. This is only in cases of urgent fixes. These exceptions to the standard procedure are discussed and approved by the customer in advance.

7.2.1 Software fixes

Often updates to software are initiated to fix software anomalies, problems, or inadequacies in the system. If an update is in response to a problem reported by the customer, the update will be tracked through the aforementioned support procedure.

Standard Warranty and Maintenance Description



7.2.2 Unsolicited Updates

Unsolicited updates could also be initiated by INIT for various reasons. As INIT software is modular in nature, version numbers and configuration management is done for each module by INIT. Version types and numbers can be derived from the running software, as well as any source code in escrow (if applicable).

7.2.3 Test procedures

All updates and upgrades will normally be tested on a test system or systems prior to installation to the entire system. In cases where this is not possible or necessary, it will be clearly indicated on the Delivery Paper. For central software, INIT recommends that the customer purchase a non-production (“test”) system where the software can be tested before deployment to production.

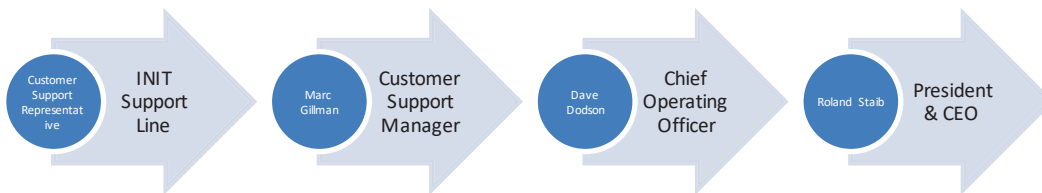
For COPILOT and other bus-board software, a temporary “beta fleet” will be established to watch the effects of the change in real operations.

8 Problem Escalation

The classification and priority of a problem will be assigned by the INIT Support Line representative. There will be instances when the customer will not agree with the assigned priority, or have other circumstances which would cause the problem to have an unusually high business impact. In these instances and in instances where open issues are not being addressed in a timely manner, the customer has the option to request an escalation of the issue.

8.1 Escalation Path

The escalation path for warranty and maintenance issues follows:



Note that the people named are current as of January 2011 and only provided for reference.

9 Commercial Terms

9.1 Standard Renewal Option

Maintenance (extended warranty) agreements include five 1-year renewal options to cover the expected useful life of the hardware and software and can be exercised at the discretion of the customer.

9.2 Notification

The customer will notify INIT of its intent to not renew 60 days prior to the expiration of the then current maintenance agreement year. Without such notification, the agreement will automatically renew for another one (1) year term.

Item	Description	Qty	Price per unit USD	Price total USD
A	Base order SD100, SD160. U2 vehicles were retired, remaining 38 vehicles			
1	Extended Software maintenance Proposal based on original proposal	1	20,629.54	20,629.54
	INIT Standard Annual Central SW Extended Maintenance and Support (Valid from 01/01/2021 - 12/31/2021) Software supports reflects 38 LRV's in Central system. The pricing is based on 3% addition from last year and. Two additional vehicles were retired.	1		
B	Bombardier Frontrunner (18 out of 18 vehicles) + 20 retrofit vehicles			
2	Extended Software maintenance Proposal based on original proposal	1	17,810.81	17,810.81
	INIT Standard Annual Central SW Extended Maintenance and Support (Valid from 01/01/2021 - 12/31/2021) Software supports reflects 38 LRV's in Central system. The pricing is based on 3% addition from last year and. Note: WLAN card and COPILOTpc Image were updated and warranty is lowered	1		
c	Base order S70			
1	Extended Software maintenance Proposal based on original proposal	1	19,508.26	19,508.26
	INIT Standard Annual Central SW Extended Maintenance and Support (Valid from 01/01/2021 - 12/31/2021) Software supports reflects 77 LRV's in Central system. The pricing is based on 3% addition from last year and. Note: WLAN card and COPILOTpc Image were updated and warranty is lowered	1		
D	MPLAN Database migration maintenance			
4	Software maintenance for MPLAN database Software Maintenance for Server Migration January 1, 2021 - December 31, 2021	1	738.39	738.39
	NOTE: UTA Migration - Since UTA operates two independent MOBILEstatistics installations. The older one processes data from the LRV vehicles (TRAX system). The newer one processes the Frontrunner data. Both systems runs on separate servers, different Oracle DBMS, different MOBILEstatistics versions, DVM matching algorithms and utilize different data input format for the scheduling data. This was the PO from 2014/2015	1		
	Total excl. Sales Tax			58,687.00

INIT Innovations in Transportation, Inc.
424 Network Station,
Chesapeake, VA 23320

Phone: 757-413-9100
sales@initusa.com
www.initusa.com



UTA RTPI software maintenance

Customer: UTA

Warranty: 1 Year from Delivery

Delivery: 2 weeks after NTP

Peter Crane

Invoicing

Utah Transit Authority / OPO

Milestones: 100% upon Delivery

Desk Phone 801.287.2255

The Proposal is valid only in its entirety.

Cell Phone 801.867.9433

PCrane@rideuta.com

Prepared by: Andreas Rakebrandt

Proposal: 2020-700-1

Date: 12/16/2020

Validity: 60 Days

Description:

RTPI software maintenance proposal for the current fleet.

Delivery:

Extended Software and server support.

Software Maintenance and Server support January 1, 2021 – December 31, 2021

Continuation of Standard Warranty services for all INIT designed software.

Continuation of Standard Warranty services for all INIT designed software based on network diagram: UTA_Network_Overview_V4.0a.pdf

Installation Overview:

- Both TRAX and FrontRunner MOBILEstatistics application/DVM installations runs only on server (KAHN1).
 - Servers INITDB (FrontRunner), UTADB1 (TRAX) was merged into KAHN1 in 2015.
- The Oracle database service and tables have been migrated to the Amazon Cloud, summer 2018. Oracle database used to run on KAHN1 with MOBILEstatistics apps.
- **Oracle data base was moved back to physical server in autumn of 2020.**
- Both LRV (TRAX) and CR (FrontRunner) are running the same version of MOBILEstatistics version J.06.01, this was done during the Oracle DB move to the cloud.
- MOBILEplan is installed only on RTPI-MOBILE.
 - Service data for TRAX and FrontRunner have different data requirements, there are two configurations of MOBILEplan that accommodate the different requirements.
 - The version of MOBILEplan is the same for both FrontRunner and TRAX. Version: 3.16.01.11.a

Salt Lake City



EXHIBIT B

Pricing:

Item	Description	Qty	Price per unit USD	Price total USD
A	RTPI Software maintenance			
1	Annual Software Maintenance for Front runner vehicles 01/01/2021 till 12/31/2021	1	54,767.16	54,767.16
	Software support for Central system. The pricing is based on 3% addition from last year and.	1		
	Train Software and central software for RTPI	1		
	initplan Software from original maintenance contract	1		
	3 Additional MOBILE-PLAN Workstations were added later	1		
	Total excl. Sales Tax			54,767.16

Attachment:

Standard Warranty and Maintenance Description v1.2_UTA.pdf
UTA_Network_Overview_V4.0a.pdf

INIT contact:

Andreas Rakebrandt

Position: Director Business Development for APC

Phone: 757-413-9100 x 304

Email: ARakebrandt@initusa.com**Signatures:**

Alfred Burger
Project Manager

Andreas Rakebrandt
Director Business development



Terms of Delivery and Payment

All sales, delivery and other services rendered by INIT Inc. are performed exclusively according to the following terms and conditions unless otherwise agreed in writing by both parties.

I. Terms of Payment

INIT's offer is based upon the following terms of payment:
35% upon notice to proceed
65% upon delivery of material

Part deliveries are permissible and require corresponding part acceptances and part payments by customer. Payment is due within 20 days after an invoice is issued, payable without discount or set-off. All prices are net without tax.

In the event of a payment default by customer or an extension of time for payment, INIT will charge interest at a rate equal to the highest interest rate permitted by law.

Payment terms remain binding regardless of any delay in shipment, delivery or acceptance of services for reasons beyond INIT's control.

If failure to pay according to the terms of this Agreement causes this account to be assigned or referred to an attorney for collection, customer agrees to pay INIT's reasonable collection and/or attorney fees and all court costs.

II. Delivery Period

The delivery deadlines begin once the parties have agreed upon all of the technical requirements and specifications in writing. The delivery period will be reasonably extended in the following circumstances:

- if INIT has not timely received from customer the information and specifications required for performance of INIT's obligations, or customer requests modifications that cause the provision of services to be delayed.
- to the extent and during any event (a "Force Majeure Event") which is beyond the control of INIT and reasonably prevents INIT from fulfilling its obligations hereunder, including without limitation, fire, explosion, storm damage, flood, labor troubles including strikes, lockouts or slowdowns, government intervention, shortages of raw materials, labor or transportation, war, sabotage, riot or civil disturbances, or governmental regulation or statute; or
- if customer defaults in the performance of any of its obligations hereunder, including payment defaults.

The customer is not entitled to claim damages or cancel its purchase order upon delay in delivery where the delivery has been reasonably extended due to the foregoing reasons. Furthermore, INIT shall not be held liable for delay or failure in performance due to the occurrence of a contingency, including, without limitation, failure to deliver because of a Force Majeure Event.

III. Acceptances

Services or part services shall be deemed accepted upon delivery, unless customer contests acceptance specifying its reasons therefor in writing to INIT. If acceptance tests are agreed, minor deficiencies will not affect acceptance. Minor discrepancies or a lack of cooperation by the customer (i.e. missing or delayed delivery of required material, data provision, etc.) do not justify refusal of acceptance. Use of the delivered system, or sub-system, or components of it, constitutes customer acceptance.

IV. Risk of Loss

Title and risk of loss pass to customer upon dispatch of the services "ex works from INIT's facility" (or, at INIT's sole option, from its contractor's facility), it being understood that INIT's only responsibility is to make the goods and/or services available at the applicable facility, and customer shall have all other responsibilities, including without limitation, loading the goods. To the extent of any delay because of a Force Majeure Event, any goods and necessary equipment will be stored and insured at the risk and at the expense of customer.

V. Prices

Prices exclude packing, freight and insurance. Payment will be made in United States dollars without any deductions whatsoever. The customer shall be liable for all taxes, dues, fees and customs duties.

INIT reserves the right to adjust prices in the event of any changes in wage rates or costs of raw materials (to the extent applicable) subsequent to quotations and prior to performance of orders.

VI. Installation Costs

Costs for installation are not included when not otherwise stated in the offer. Likewise, the matching of INIT's equipment to non-standard interfaces and mounting conditions is not included in the offer.

The costs for installation are included in a price quote to the extent the installation of devices is offered and a location or vehicle inspection has been conducted. Because all mounting conditions cannot be completely clarified in an inspection, changes and alterations in the scope of delivery may occur after the detailed planning phase of the installation has been carried out. The costs for these alterations shall be verified, substantiated and charged in an additional invoice.

As a prerequisite to the installation of software systems, customer shall supply a cost-free modem before the initial installation and make available to INIT the computer systems required for matching works at INIT's offices free of charge. All installation as well as connection costs shall be borne by the customer. In case ISDN or Datex P connection is not available in time the additional costs incurred will be charged to the customer's account.

VII. Customer Cooperation

The customer is responsible for supplying qualified personnel for project supervision.

VIII. Travel Expenses/ Hourly Wages

Travel expenses shall be charged additionally as far as not otherwise stated. Travel expenses consist of travel costs, accommodation costs, daily expenses and any other such costs that may arise hereunder. Travel time is valid as working time and shall be charged according to the valid hourly wage at the time period in question. The calculation of additional services is at present:

• Senior Project Manager / Senior Engineer	US-\$/hr	230.00
• Project manager / Software and Hardware Engineer	US-\$/hr	190.00
• Service technician / Repair/Production	US-\$/hr	135.00

Working hours during 07:00 p.m. and 07:00 a.m. and extra work shall be deemed overtime and shall be charged at 150% of the applicable rate. Work on Saturdays, Sundays and Public Holidays shall be charged at twice the applicable rate.

IX. Terms of Delivery

The Virginia Uniform Commercial Code and the "General Delivery Terms and Conditions for Products and Services of the Electric Industry," are hereby incorporated herein and are also applicable to the extent not inconsistent with the terms and conditions set forth herein. Deliveries are made "ex works from INIT's facility" (or, at INIT's sole option, from its contractor's facility), excluding packing, freight and insurance. Re-usable package material can be returned to INIT.

X. Shipment and Insurance

INIT shall be notified promptly of any special requirements regarding shipment and insurance. The customer will arrange for shipment at customer's sole cost and risk. The customer shall notify the carrier making delivery of any complaint arising out of shipment immediately upon receipt of the services or any shipping documents. Until the purchase price has been paid in full, customer shall procure, at its sole cost and expense, insurance meeting INIT's reasonable approval covering any goods or necessary equipment against all risk, naming INIT as a beneficiary and loss payee.

XI. Limited Warranty

All services, software and hardware sold or delivered to customer are expressly subject to the terms and conditions of INIT's limited warranty set forth herein. No contrary terms in any customer letter, purchase order or accompanying payment shall have any effect.

THE WARRANTIES SET FORTH HEREIN ARE MADE IN LIEU OF ALL OTHER WARRANTIES NOW OR HEREINAFTER MADE OR IMPLIED. INIT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO THEORY WHATSOEVER SHALL INIT BE LIABLE FOR ANY



Terms of Delivery and Payment

All sales, delivery and other services rendered by INIT Inc. are performed exclusively according to the following terms and conditions unless otherwise agreed in writing by both parties.

HARM OR DAMAGE, WHETHER INDIRECT, CONSEQUENTIAL OR SPECIAL, SUFFERED BY CUSTOMER. CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AT INIT'S OPTION.

In the event that customer makes a claim under this warranty, such claim must be submitted in writing, and customer will follow all warranty reimbursement procedures, will promptly and diligently execute all refit, recall and other similar programs instituted by INIT with respect to the services sold hereunder. Any software or hardware claimed to be defective shall, at INIT's option, be returned to INIT or held by customer for inspection. The customer's right to repair or replacement is subject to the express condition that such parts were correctly installed and maintained.

The limited warranty period for the delivered software is one year after delivery of services or part services. Elimination of possible faults during the warranty period is guaranteed under the following terms:

- The customer has correctly filled out and sent back to INIT the software performance report (SPR) which is included in the delivery.
- The fault is reproducible or can be understood and re-enacted.
- The customer has a modem connection (ISDN or Datax P – Connection costs are carried by customer) and makes it possible for INIT to carry out remote diagnosis during operation.

The warranty conditions of the third party apply for third party hardware deliveries.

The limited warranty set forth herein shall also apply for one year from delivery with respect to hardware.

XII. Technical Documentation

In connection with providing customer with sales quotations, INIT may communicate to customer certain proprietary and confidential information to enable customer to decide whether to purchase services from INIT. Customer will hold and will cause its employees, representatives, consultants, and advisors to hold such information in strict confidence, and will not release or disclose such information to any other person. Proprietary information shall include all documents belonging to INIT to which customer may have access in the course of preparing and negotiating, signing, and implementing a purchase order, including without limitation, pictures, diagrams, color samples and swatches, capacities, dimensions, and weights data. INIT's technical know-how is embodied in such proprietary information, which remains INIT's exclusive intellectual property and shall not be copied or reproduced or communicated to third parties. The proprietary information shall be returned to INIT immediately if quotations do not result in an order, or at any time upon INIT's request. INIT reserves the right to make a charge for any preparatory project work which exceeds projected costs customary in the industry and does not result in an order.

XIII. Integration of Systems and Equipment

If customer places an order for the integration of systems and equipment that have not been supplied exclusively by INIT, prices will be based on the information available before the order was placed. i.e.:

- general information available on these systems and equipment;
- information made available by customer; and
- an inspection of the equipment if applicable.

If this basis of information changes during the project additional expenditure may arise. INIT shall be entitled to charge for such additional services rendered.

If there is no information available on the third-party systems at the beginning of a project or if this information is incomplete, the quotation submitted by INIT shall be subject to change upon receipt of the information and of the facilities necessary to integrate this third-party system being supplied to INIT free of charge, comprehensively and on time. INIT will not bear any costs involved in procuring this information. If information is incomplete or not available on time, INIT will not bear the responsibility for any ensuing delays in meeting schedules or pay any extra costs incurred.

If INIT is not appointed as the main contractor or system supplier, INIT can only accept technical responsibility for the creation and proper functioning of the components supplied by INIT for the interfaces to the third-party systems. Technical responsibility comprises the technical specifications and the test on the interfaces on the basis of the information and facilities

made available. It does not include responsibility for third-party systems' interfaces functioning on schedule and correctly.

XIV. Limitation of Liability

NEITHER INIT NOR ITS AFFILIATES, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER, OR ITS AFFILIATES, EMPLOYEES OR AGENTS FOR ANY LOSSES OR CLAIMS ARISING OUT OF OR CONNECTED WITH ANY ACT OR OMISSION OF INIT UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INIT, ITS AFFILIATES, EMPLOYEES OR SUBCONTRACTORS. UNDER NO CIRCUMSTANCES SHALL INIT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, PRODUCTION FAILURE, LOSS OF UTILIZATION, LOSS OF ORDERS, LOSS OF PROFIT, AND ALL OTHER SUCH INDIRECT DAMAGES. ALL CLAIMS BY CUSTOMER, OTHER THAN AS SET FORTH HEREIN ARE EXCLUDED.

XV. Protection Rights

All intellectual property rights and commercialization rights of the software and other intellectual property remain with INIT. Upon payment, customer purchases user rights for the delivered software. The right of use allows the use of the software only by customer. The customer does not have the right to allow others to use the software. The customer purchases a number of workplace licenses and has the right to install the software on the same number of computers. Backup-copies of the software may be made only for customer's own use to secure data. Statements concerning protection rights remain on the copies. Specific manufacturer's terms of licenses apply for third party hardware and software.

XVI. Applicable Law

In the event of a conflict between customer and INIT regarding the purchase of services hereunder, customer and INIT agree that (a) any actions or claims brought shall be governed by the laws of **the Commonwealth of Virginia**, without regard to its choice of law rules, and (b) such action or claim shall be brought exclusively in **the Commonwealth of Virginia before the courts in the City of Chesapeake or the United States District Court for the Eastern District of Virginia, Norfolk Division**.

XVII. Compliance with Laws

INIT bears no responsibility or liability for the services' compliance with any laws, statutes, ordinances or regulations that may be applicable to customer or customer's use of the services. The customer is responsible for ensuring that the services and their use comply with any and all applicable regulations in the country or state concerned.

XVIII. Validity

The terms and conditions set forth herein shall be applicable to every purchase of INIT's Products made by customer, whether under INIT's or customer's purchase orders, or otherwise. In the event of any term or condition herein being or becoming invalid or non-effective, the validity and effectiveness of the remainder of these terms and conditions will remain completely intact. Any conditions contrary to the terms and conditions set forth herein imposed by customer shall be valid only if expressly acknowledged in writing by INIT.

XIX. Conclusion of Contract

All offers are subject to confirmation. The contract will be valid only by INIT's written order confirmation or by execution of the order if no other agreement is made.

Verbal information and statements, literature and advertisements, especially descriptions, drawings, pictures, samples, details on quality, nature, consistence, services, consumption and usability as well as measures and weights of the goods are for informational purposes only, unless they are expressly identified as binding. Such representations imply no warranty or guarantee.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, IT Director; David Snyder, Enterprise Applications Manager

TITLE:

Contract: Microsoft Office 365 Subscription Agreement (SHI International)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Authorize the Executive Director to execute the 3-year not to exceed blanket Purchase Order Agreement and associated disbursements for Office 365 subscriptions with SHI International. This action will enable UTA to acquire Office 365 subscriptions for all remaining employees who were not part of initial Office 365 pilot group.
BACKGROUND:	In 2019, UTA implemented a pilot program to use Microsoft’s Office 365 productivity suite of tools to determine if a subscription-based model of Office 365, that could be accessed from anywhere, had value to the business. Currently 400+ Office 365 subscriptions have been assigned to employees. In 2020, based on the results of that pilot, the Board approved budget to migrate all UTA employees to Microsoft’s Office 365 product suite. The benefit of this solution will enable an employee to access Outlook, OneDrive, and the Office 365 productivity tools from anywhere. Based on the lessons learned from the pilot, it was also decided to move from the Office 365 Government Cloud (reduced features) to the more feature enriched Office 365 Commercial cloud. The Executive Team confirmed that direction in the Spring of 2021.
DISCUSSION:	The requested Board action will allow the procurement of additional Microsoft Office 365 subscriptions, using Utah State Contract AR-2488 for cloud services, for all employees who were not part of the pilot group. (Employee roles will determine what Office 365 subscription they will be assigned.) UTA will issue a not to exceed purchase order to SHI International (Microsoft reseller) for this action. This action will allow UTA to add approximately another 2100 employee Office 365 subscriptions. Funds for this subscription expense will come from the annual operating budget. The agreement will be in place for 3 years. On the anniversary of the contract, all subscriptions activated in the prior 12 months will be reconciled and paid in arrears

for the previous contract period. The total value of the Microsoft Office 365 agreement is valued not to exceed \$1,763,566 worth of subscriptions over the 3-year period. The annual estimated cost increase is based on an estimated 2% growth factor in either number of subscriptions or upgrading subscription features. The cost of a given subscription feature is fixed for the contract period. Procurement is based on State of Utah Contract # AR-2488 for cloud services and it will use SHI International as the Microsoft reseller. The annual not to exceed subscription pricing

is listed below:

2021 Office 365 Subscriptions	\$	576,250.00
2022 Office 365 Subscriptions	\$	587,775.00
2023 Office 365 Subscriptions	\$	599,531.00
	\$	1,763,556.00

Note: Each year on the anniversary of the contract Office 365 subscriptions from the previous year are paid in arrears

CONTRACT SUMMARY:

Contractor Name:	Microsoft through reseller SHI International
Contract Number:	UTA Contract #21-03426, State of Utah Contract #AR 2488
Base Contract Effective Dates:	5/28/2021 - 5/31/2024
Extended Contract Dates:	n/a
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Amount Contract Value:	\$1,763,556.00
Procurement Method:	Utah State Contract AR2488
Funding Sources:	Local
ALTERNATIVES:	An RFP / RFQ would be issued.

FISCAL IMPACT:	The budget for the software is already in the annual OPEX budget.
ATTACHMENTS:	1. UTA Blanket Not to Exceed PO #2103426 to SHI International 2. Link to State of Utah Contract AR2488, https://utah-das-contract-searchsp.s3.amazonaws.com/full_contract_AR2488_AR2488Full.pdf

SHI INTERNATIONAL CORP. P. O. BOX 952121 DALLAS, TX 75395-2121		 Utah Transit Authority <i>An Equal Opportunity Employer</i>	PURCHASE ORDER NUMBER OG	2103426
			PO Number Must Appear On All Invoices And Shipments	
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101		SHIP TO: ATTENTION: RECEIVING 3600 S 700 W Salt Lake City UT 84119	VENDOR NUMBER 1203348	PO DATE 4/26/2021
		801-287-3008 www.rideuta.com	ORDER TAKEN BY Postell, Patricia	FOB *
			BUYER Postell, Patricia	PAGE NUMBER 1 of 1

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt Postell, Patricia
 Total PO Value: 1,763,556.00

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009219	4/26/21	1 EA	5200.50353.92	2021 MS EA Subscription	576250.0000	576,250.00
2	00009219	4/26/21	1 EA	5200.50353.92	2022 MS EA Subscription	587775.0000	587,775.00
3	00009219	4/26/21	1 EA	5200.50353.92	2023 MS EA Subscription	599531.0000	599,531.00

This is a NTE blanket order in the total amount of \$1,763,556.00.
 Starting in 2021 UTA plans to procure, subscribe and install Office 365 (O365) as their cloud-based office productive suite for all employees. Office 365 will enable UTA employees to use the Microsoft Office Suite tools and access their files from anywhere there is an internet connection.

As UTA moves forward on this project, any required Licensing or Software will be purchased from this contract.

SOFTWARE AND LICENSING TO BE PURCHASED

Description	SKU	U/PRICE			
O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	T6A-00024	\$77.73			
ExchOnlnArch ShrdSvr ALNG SubsVL MVL PerUsr	4DS-00001	\$25.83	Core CAL	Bridge for	
Office 365	AAA-12414	\$19.61			
O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	AAA-10842	\$214.42			
Core CAL Bridge for Office 365	AAA-12414	\$19.61			
O365E5 ShrdSvr ALNG SubsVL MVL PerUsr	SY9-00004	\$375.23			
Project Plan3 Shared All Lng Subs VL MVL Per User	7LS-00002	\$273.38	PwrBIPro	ShrdSvr	
ALNG SubsVL MVL PerUsr	NK4-00002	\$91.01	AudioConf	ShrdSvr ALNG SubsVL MVL	
PerUsr	TJ7-00001	\$42.88			
AzureActiveDrctryPremP1 ShrdSvr ALNG SubsVL MVL PerUsr	3R2-00002	\$54.70			
AzureActiveDrctryPremP2 ShrdSvr ALNG SubsVL MVL PerUsr	6E6-00003	\$81.99			
EntMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr	AAA-10732	\$93.69	EMSE5Full	ShrdSvr	
ALNG SubsVL MVL PerUsr	CE6-00003	\$158.62			
WinE3 ALNG SubsVL MVL PerUsr	AAA-10787	\$60.43	WINENTperDVC	ALNG UpgrdSAPk MVL	
KV3-00381		\$64.45			

ess otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"),
 this Purchase Order is subject to UTA's standard ter

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, IT Director
 Tom Smith, Manager Network Services Manager
 David Snyder, Enterprise Applications Manager

TITLE:

Contract: Microsoft SQL SCE Agreement (SHI International)

AGENDA ITEM TYPE:	Procurement Contract/Change Order														
RECOMMENDATION:	Authorize the Executive Director to execute a Purchase Order (PO) and associated disbursements with SHI International for Microsoft SQL SCE under State Contract AR-2488 for maximum total 3-year contract value of \$256,963.20.														
BACKGROUND:	Microsoft (MS) SQL Server is UTA's primary database software for most of our purchased and in-house developed applications. There are over 500 production Microsoft SQL databases used to run UTA's business and operational application systems.														
DISCUSSION:	<p>UTA's contract for support and maintenance for MS SQL expired in April 2021. This procurement, using State of Utah Contract AR2488 will allow UTA to extend support and maintenance for MS SQL for another 3-year period. This action will allow UTA Technology to receive all patches, support, security patches, and upgrades to the MS SQL software during this time frame. The total value of the Microsoft SQL agreement is \$256,963.20 or \$85,654.40 for each year. SHI International will be the reseller of the Microsoft SQL SCE agreement. The procurement is based on State of Utah Contract # AR-2488 for cloud services. The cost breakdown is as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">2021</td> <td style="width: 33%;">\$85,654.40</td> <td style="width: 33%;">2022</td> <td style="width: 33%;">\$85,654.40</td> <td style="width: 33%;">2023</td> <td style="width: 33%;">\$85,654.40</td> <td style="width: 33%;">Maximum Total 3</td> </tr> <tr> <td colspan="7">-Year Contract Value: \$256,963.20</td> </tr> </table>	2021	\$85,654.40	2022	\$85,654.40	2023	\$85,654.40	Maximum Total 3	-Year Contract Value: \$256,963.20						
2021	\$85,654.40	2022	\$85,654.40	2023	\$85,654.40	Maximum Total 3									
-Year Contract Value: \$256,963.20															
CONTRACT SUMMARY:															
Contractor Name:	SHI International, Microsoft Reseller														
Contract Number:	UTA Contract #21-03464, State of Utah Contract #AR-2488														

Base Contract Effective Dates:	5/1/2021 - 4/30/2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$256,963.20
Procurement Method:	Utah State Contract AR-2488
Funding Sources:	Local
ALTERNATIVES:	Request bids from more than the vendors that provided bids against the State of Utah contract.
FISCAL IMPACT:	The budget for the software is already included in each year's IT annual OPEX budget.
ATTACHMENTS:	1) UTA PO for Microsoft SQL 2) Link to State of Utah Contract AR2488, https://utah-das-contract-searchsp.s3.amazonaws.com/full_contract_AR2488_AR2488Full.pdf

SHI INTERNATIONAL CORP. P. O. BOX 952121 DALLAS, TX 75395-2121				PURCHASE ORDER NUMBER		ON		20032234	
				PO Number Must Appear On All Invoices And Shipments					
		Utah Transit Authority <i>An Equal Opportunity Employer</i>		VENDOR NUMBER		PO DATE			
				1203348		6/22/2021			
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY		BUYER		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING				Gonzales, Chad		*	
669 W 200 S		3600 S 700 W		801-287-3008		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		Gonzales, Chad		1 of 1	

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 256,963.20 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009558	6/22/21	40 EA	5200.50353.92	2021 MS SQL SCE Core Lic	2141.3600	85,654.40
2	00009558	6/22/21	40 EA	5200.50353.92	2022 MS SQL SCE Core Lic	2141.3600	85,654.40
3	00009558	6/22/21	40 EA	5200.50353.92	2023 MS SQL SCE Core Lic	2141.3600	85,654.40

Utah State Contract AR2488 - SHI - Cloud Solutions

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Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
 Jason Petersen, Captain, Patrol Operations

TITLE:

Contract: Replacement Police Vehicles (Young Ford)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve purchase order and authorize the Executive Director to execute purchase with Young Ford for six Ford F-150 Super Crew trucks in the amount of \$209,352.
BACKGROUND:	The police department has a fleet of 85 patrol vehicles. In 2017-2018, the department added 12 FTE police employees to the department without adding additional patrol vehicles. As a result, vehicles that normally would have been retired were retained and are now 10-11 years old and approaching 200k miles.
DISCUSSION:	UTA Staff is requesting approval of purchase order to purchase six Ford F-150 Super Crew Trucks from Young Ford in the amount of \$209,352. Trucks have been difficult to find in 2021 due to the pandemic, factory shut downs, and a computer chip shortage. UTA originally received two competitive quotes one of which was Young Ford with the lowest State Contract quote of \$33,973 per truck. These "build" trucks would have hit the assembly line in November and estimated delivery would be March, 2022. Young Ford was able to secure six trucks meeting our specifications from another contracted order that were surplus and on the lot for \$34,892 per truck. This change order will increase our truck purchase from \$203,838 to \$209,352 which is an increase of \$5,514. With this increase we will remain \$24,168 under the approved Capital Project budget.
CONTRACT SUMMARY:	
Contractor Name:	Young Ford
Contract Number:	UTA Purchase Order #16666, Utah State Contract AV2529
Base Contract Effective Dates:	Upon delivery of vehicles

Extended Contract Dates:	N/A
Existing Contract Value:	\$0
Amendment Amount:	\$0
New/Total Amount Contract Value:	\$209,352.00
Procurement Method:	Purchase Order
Funding Sources:	Local
ALTERNATIVES:	Replace vehicles at a later date risking failure.
FISCAL IMPACT:	Funding is budgeted in the 2021 Facilities Project Capital Budget
ATTACHMENTS:	1) Purchase Order 2) Link to State of Utah Contract #AV2529, https://utah-das-contract-search.s3.amazonaws.com/AV2529Full.pdf

YOUNG FORD INC 570 E 525 N MORGAN UT 84050			PURCHASE ORDER NUMBER		
			OG	16666	
		Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments	
		<i>An Equal Opportunity Employer</i>			
SEND INVOICE TO:		SHIP TO:		VENDOR NUMBER	
AP@RIDEUTA.COM		ATTENTION: RECEIVING		PO DATE	
669 W 200 S		3600 S 700 W		1473834	
SLC, UT 84101		Salt Lake City UT 84119		5/12/2021	
		801-287-3008		ORDER TAKEN BY	
		www.rideuta.com		BUYER	
				PAGE NUMBER	
				Burton, Amanda	
				1 of 1	

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 209,352.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009331	5/12/21	6 EA	40-1543.68912	F-150 Supercrew 5.5" Police Vehicle Jason Peterson	34892.0000	209,352.00

Per State of Utah Contract AV2529

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Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Mary DeLoretto, Interim Executive Director
 David Hancock, Director of Capital Construction

TITLE:

Contract: Vehicle Program Management Consulting Services (Mott MacDonald, LLC)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize the Executive Director to execute a contract and associated disbursements with Mott MacDonald, LLC. for a not-to-exceed (NTE) amount of \$3,000,000.00.
BACKGROUND:	Currently the UTA Vehicle Project Management Team utilizes consulting services to help administer capital programs and projects. The consultants help with engineering and project management activities. Current capital projects are the Light Rail Overhaul, Locomotive engine/turbocharger overhaul. UTA released an RFQu (Qualification) to obtain the most qualified consulting firm to support UTA's vehicle State of Good Repair activities. Once the most qualified firm was selected, a fair and reasonable price was negotiated.
DISCUSSION:	Mott MacDonald, LLC was selected as the most qualified contractor at a fair and reasonable price. Fixed loaded labor rates and yearly NTE amounts have been negotiated as cost control measures. UTA Staff is requesting approval of this expense contract for a period not to exceed five years. The cost of the contract is a not to exceed amount of \$600,000 per year. The total not to exceed amount is \$3,000,000 over a five year period. The base contract is three years with two, one year options.
CONTRACT SUMMARY:	
Contractor Name:	Mott MacDonald, LLC
Contract Number:	21-03429JH
Base Contract Effective Dates:	July 21, 2021 through July 21, 2024.

Extended Contract Dates:	Two one-year options available. Executed options will extend the contract through July 21, 2026.
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$3,000,000.00
Procurement Method:	RFQu(Qualification)
Funding Sources:	Capital Projects 2021 Budget
ALTERNATIVES:	If we do not execute the consultant contract, the vehicle projects will not have the labor support to run the program.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program under project code: SGR040 and SGR353
ATTACHMENTS:	1) Contract



UTA CONTRACT NO. 21-03429

VEHICLE PROGRAM MANAGEMENT SERVICES CONSULTANT

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 Mott MacDonald, LLC (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for Vehicle Program Management Services Consultant.

WHEREAS, On April 23, 2021, UTA issued Request for Qualification Package Number 21-03429 (“RFQu”) encouraging interested parties to submit SOQs to perform the services described in the RFQu.

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) year period expiring July 1, 2024. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing

Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payment's 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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Consultant's SOQ including, without limitation, all federal certifications (as applicable);
 3. 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 Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Consultant's SOQ including proposed terms or conditions

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
1. The date, circumstances, and source of the change; and
 2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.
- d. 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.
- e. 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 submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.

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

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 upon Consultant's receipt of payment for its services become the property of UTA, 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 Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. USE OF SUBCONSULTANTS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's SOQ) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultants, 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 SOQ (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA.

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 Goods and Services using other consultants 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.
- c. **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 Goods and 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 subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subconsultants 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.

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

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 "Indemnities") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused 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 Indemnities, 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 Indemnities.

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.

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.

a. 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

1. 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".

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

- (i) 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

(i) Policy shall contain a waiver of subrogation against the Utah Transit Authority.

(ii) 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

(i) 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.

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 insurancercerts@rideuta.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 insurancercerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

f. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants 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-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. 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 Indemnities 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 Indemnities 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 subconsultants 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	Time Limit
UTA's Program/Project Manager Kyle Stockley/Consultant's Program Manager, David Warnock	Five calendar days
UTA's Director of Asset Management David Hancock/Consultant's Division Manager, Conrad Fawcett	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto/Consultant's West Unit Manager, Tony Purdon	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of

any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. NOTICES OR DEMANDS

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

<u>If to UTA:</u> Utah Transit Authority ATTN: Jolene Higgins Contract Administrator 669 West 200 South Salt Lake City, UT 84101	<u>with a required copy</u> <u>to:</u> Utah Transit Authority ATTN: Legal Counsel 669 West 200 South Salt Lake City, UT 84101
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If to: Mott MacDonald, LLC
ATTN: General Counsel
111 Wood Avenue South
Iselin, NJ 08830

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

28. CONTRACT ADMINISTRATOR

UTA’s Contract Administrator for this Contract is Jolene Higgins, 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

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million;
- 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

[Not Used]

31. ANTIDISCRIMINATION

- a. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.
- b. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. 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.

33. 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.

34. 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.

35. 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:

MOTT MACDONALD, LLC

By _____
Mary DeLoretto
Interim Executive Director
Date: _____

DocuSigned by:
By Conrad Pawcett _____
Conrad Pawcett
018A1E0C50FD4B9...
Vice President
Date: 6/24/2021

By _____
David Hancock
Director of Asser Management
Date: _____

DocuSigned by:
By David Warnock _____
David Warnock
60C40641F4645...
Vice President
Date: 6/24/2021

Approved as to Content and Form

DocuSigned by:
Mike Bell _____ 6/24/2021
Mike Bell
361F16F838704A9...
Assistant Attorney General
UTA Counsel

Reviewed & Recommended

DocuSigned by:
Kyle Stockley _____ 6/24/2021
Kyle Stockley
4962237024E...
Rail Infrastructure Project Manager

UTA Project Code: SGR040

Exhibit A Scope of Work

1.0 Management / Coordination / Administration

The Consultant will report to UTA's Vehicle Program Manager (Kyle Stockley). The Consultant will lead or provide assistance with overall program management, continual coordination with UTA, monthly progress reports, and invoicing. This effort will include the following elements:

- Allocation of resources:
The Consultant will assist UTA in establishing and maintaining a staffing plan that assigns UTA and Consultant staff to projects based on staffing priorities. A component of this effort will be to work with UTA to determine which projects will be undertaken by UTA staff and which projects will need to be assigned to support staff from the Consultant. In some cases, the Consultant may have its staff lead certain projects, with general oversight of the UTA Vehicle Program Manager. As such, the terms "assist" and "support" used herein this Appendix 1 may be construed liberally, as determined by the UTA Vehicle Program Manager.
- Prepare monthly invoices that include progress reports describing the Consultant services provided each month per UTA requirements. As part of the monthly progress report, the Consultant will provide the UTA Vehicle Program Manager with an estimate of the up-coming month expenditures.
- Establish and track performance metrics.
- Provide an annual program evaluation and concomitant recommendations.
- Use modern recordkeeping methods, which can readily be integrated with existing enterprise-wide platforms at UTA.
- Other duties associated with leading the Consultant team effort.

As part of the administration duties, under the direction of the UTA Vehicle Program Manager, the Consultant may assist with the development, planning, and implementation of a team-building program that would involve the Vehicle Program Management Consultant team and the UTA Vehicle Capital team. This program should identify the strengths of each team member and clearly identify their role and contribution to the Vehicle Capital Projects team. This team-building program will first be implemented with the Vehicle Capital Projects team and then expanded out to other UTA departments and even external stakeholders that are directly involved with the Capital Plan.

No work under this Program Management contract is guaranteed. All requests will be issued through work authorizations at the sole discretion of UTA.

2.0 Capital Program Development Support

The Consultant team will assist with advancing an overall agency Capital Program. The Consultant will meet with the UTA Planning, Capital, and Executive departments to better understand current and future needs. The Consultant may also assist with evaluating the existing long-range transportation plans as developed by WFRC and MAG. In addition, the Consultant may also assist with evaluating the revenue vehicle fleet management plans to help develop a strategy to Deliver projects in a collaborative approach with FTA, FRA, UDOT, WFRC, MAG, and local government partners. Then, with thoughtful consideration and collaboration amongst the UTA staff, a Vehicle Capital Program will be developed.

Once the Vehicle Capital Program has been approved, the Consultant will assist with developing a work plan that outlines the strategies, identifies opportunities, prioritizes projects, evaluates timelines, and ensures sustainable ongoing operations to effectively deliver the UTA Vehicle Capital Program.

2.1 Capital Plan Development

In addition to this work plan, the Consultant will engage in the following projects to ensure the successful delivery of the Capital Plan:

- Develop needed procedures, mechanisms, and processes to ensure that UTA managers and staff are setting priorities and making timely decisions as required to meet Federal, State and local requirements for implementation and funding of projects.
- Assist with analyzing projects associated with the Vehicle Capital Plan and current workloads within UTA and the Consultant to determine the appropriate Consultants needed to perform specialized work and/or regular project work to complete the projects.
- Thoughtfully involve internal and external stakeholders in project work and decisions.
- Effective coordination with the Federal Transit Administration (FTA), Union Pacific (UP), Utah Department of Transportation (UDOT), Wasatch Front Regional Council (WFRC), Mountainland Association of Governments (MAG), and other applicable governmental entities in the planning, design, and development of the Vehicle Capital Program.
- Develop an internal (inside UTA), dynamic and static, cloud-based dashboard and reporting with regular, consistent updating.
- Develop an external (outside UTA), dynamic and static internet dashboard and reporting for public and stakeholder understanding and transparency with regular, consistent updating.
- Develop a white paper to identify a unified project development approach with other Transit Agencies. Identify key projects and initiatives that could be done as joint projects.
- Develop an innovation white paper to help guide the project development process for the next 5 years. The white paper should identify innovative approaches to Consultant procurements, contracting and project delivery. The goal of this effort is to identify ways to improve quality, reduce the cost of project delivery and speed the process.

2.2 Capital and Financial Planning

- As part of the annual UTA budgeting and scheduling process, the Consultant will assist UTA management in the preparation of items to be included in each annual budget. This includes cost estimates, identification of anticipated expenditures for each project combined with planned sources of revenue to cover those costs.
- As required by FTA guidelines, UTA must produce a financial plan as part of the documentation for the application for numerous programs. Capital and operating costs for each project are developed and then combined into the long-range financial

plan for UTA. Updating of the UTA financial plan is the responsibility of UTA Project Managers working with the UTA budget and accounting staff. The Consultant will aid UTA staff in assembling the needed financial information for incorporation into the overall financial plan. Strong cost estimating methods at all concept and project phases are needed.

- The Consultant may assist UTA with their Financial Model in helping to forecast future revenue, anticipated tax generation, operating & maintenance costs, and budget shortfalls.
- The Consultant may be directed to support UTA in procuring additional revenue vehicles which may include commuter rail, light rail, fixed route bus and paratransit buses. Support will be performed as agreed upon within this contract or a future Projects.

3.0 Project Management & Administration Services

In most cases, a UTA staff person will be assigned as Project Manager (PM) for each of the projects undertaken by UTA departments. For some projects, a Consultant staff person will be assigned as a Project Associate. In other cases, the Consultant will serve as the Project Manager, as determined by the UTA Vehicle Program Manager. Working under the direction of the UTA PM, the Consultant will assist or be responsible for the overall management of Consultants and Consultants involved with the project. This Project Associate position has primary responsibility for assisting the UTA PM in the establishment and maintenance of project budget, schedule and quality performance. This includes regular updating of project information regarding project scope, schedule, and budget. However, this staff support could be in any area of UTA's current organizational structure that may be needed on a shortened basis to maintain the schedule of active projects. Regardless, the Consultant will either assist the UTA PM, or be responsible as the designated PM to perform the following assessments/reviews on new Vehicle Capital Projects, or existing projects as deemed necessary.

3.1 Risk Registries and Assessments

- The Consultant will help facilitate risk reviews for projects and develop a risk register when needed. The development and use of risk management analytical tools will be performed as agreed upon. The Consultant will evaluate any major project risks with the associated overall Vehicle Capital Program risks. The Consultant will also assist with regular project risk reviews to help identify and prevent project funding or delivery concerns.

3.2 Project Readiness Reviews

- The Consultant will assist with project readiness reviews for both federal and non-federally funded projects.

3.3 Project Cost Estimating and Budgeting

- Through the use of innovative tools and techniques, the Consultant will help UTA develop a consistent approach to project cost estimation and budgeting.

3.4 Program/Project Planning / Contract Delivery Method

- Working with UTA, the Consultant will make recommendations regarding program/project phasing, logistics, site plans, and procurement methods, to minimize program costs and conflicts within the Vehicle Capital Program, and to maintain efficient operations of UTA. Where feasible, project stakeholders (internal and external) involved with the project should be included in this assessment.

3.5 Safety & Security Approach

- In conjunction with UTA's Safety and Security Department and conforming to UTA's safety policies/protocols, the Consultant will assist with the evaluation of safety and security concerns and approaches.

3.6 Project Management Plans (PMP)

- ☐ When FTA funds are being used, or anticipated to be used for a Vehicle Capital Project, the Consultant will assist UTA with preparing an FTA required PMP for major capital projects in the Vehicle Capital Program in accordance with 49 CFR 633. A PMP serves as the implementation plan that spans the entire project from start to finish. It shall describe policies, practices, and procedures related to the management, design, and completion of a project. The PMP must be tailored to include the specific action plan for implementing the project and managing the cost, schedule, quality, and associated risks. The PMP must also include a Safety and Security Management Plan (SSMP). UTA already has a template for PMP's but might require assistance, as needed, in filling out the PMP for specific projects.

3.7 FTA Reporting

- ☐ In addition to the PMP assistance mentioned above, the Consultant will assist UTA in generating other reports and gathering information for monthly/quarterly updates relating to Federal projects and Federal grant requirements.

4.0 Planning, Engagement, and Outreach

UTA's recently restructured organization brought together the planning and engagement programs to strengthen its policy and service planning functions, backed and informed by integrated public/stakeholder engagement. The Consultant will also serve these planning, engagement, and outreach programs as an extension of staff, either in a lead or support role, to be determined by UTA, by providing services such as program evaluation, program recommendations, project management, planning assistance, peer review, and preparing scopes of work for separate procurements, graphics production, stakeholder outreach, research and similar other support services, as needed. Examples of some specific support are:

- ☐ Plan and staff public engagement events and development of engagement tools
- ☐ Technical planning support in development of goals, purpose and need, alternatives, and evaluation criteria
- ☐ Document formatting and layout, graphic and rendering development

5.0 Grants Management Services

In order to assist with delivering projects within the Capital Program, UTA relies on grant funds from local, State, and Federal programs. The Consultant will assist UTA in providing grants management services to help in funding UTA projects and/or programs.

5.1 Identification, Recommendations, and Preparation

- As requested, the Consultant will assist UTA's Grants Management group and Project Development group with identifying and defining potential grant funding opportunities. In addition, as requested, the Consultant will assist UTA in identifying projects with local funding and timelines that meet the eligibility requirements of

applicable grants. As requested, the Consultant will assist UTA with the preparation and submittal of grant applications. This includes, but is not limited to, developing grant applications, Benefit-Cost Analysis, and other similar data needed for grant applications, as necessary.

5.2 Grant Tracking and Reporting

- As requested, the Consultant may assist UTA in the monthly, quarterly, and yearly reporting that is required for grants. This could also include updating software inputs and processes involved with grant tracking and reporting requirements.

6.0 Project Controls Services

Project controls services are required to ensure that projects are delivered on schedule, within budget, and within the requirements dictated by the project funding sources. Specific project controls services needed for the Vehicle Capital Program are detailed below:

6.1 Cost Estimating

- During the planning and design phases of projects, the Consultant will assist UTA in preparing and periodically updating cost estimates for all projects in the Vehicle Capital Program. The level of detail contained in individual cost estimates will vary based on information available for specific projects. These estimates need to be prepared initially as concept-level cost estimates for projects in the planning phase, and subsequently updating these cost estimates as more detailed information becomes available during the design phase. As projects move into the implementation phase, the Consultant may also be asked to prepare detailed labor estimates. The Consultant will also assist UTA in reviewing cost estimates prepared internally or by outside parties to confirm that correct methodologies and assumptions were used, and the estimates are reasonable.

6.2 Funding Management/Planning

- The Consultant will assist UTA with regularly analyzing the overall Vehicle Capital Program funding plan and providing recommendations on how to best utilize the various funding sources available to address the Program's highest priority projects. The Consultant will also assist UTA with assigning funds to projects as new sources become available to ensure that specific projects being funded over time coincide with the anticipated project cash flows.

6.3 Budget and Cost Management

- The Consultant will assist UTA with budget and cost management for all projects in the Vehicle Capital Program. Prior to the start of design, the Consultant will assist UTA in developing a comprehensive budget for each project in the Capital Program. This comprehensive budget will be established on the most recent cost estimate as discussed previously in this section.

6.4 Cost Tracking

- In order to ensure that project expenditures are accurately tracked, and the forecast of project cost is accurately projected and updated, the Consultant will assist UTA in preparing monthly cost reports using standard templates. The cost reports will include current and forecasted budget information based on actual and anticipated changes, as well as project expenditures to date. These reports must align with actual expenditures from UTA's JD Edwards accounting system.

The Consultant will use UTA's budget monitoring and control system. UTA currently uses a custom-built software system (IPCS) to track projects, budgets, and schedules. The Consultant will evaluate this existing control system and make recommendations to improve efficiency, accuracy, and amount of information presented. UTA will then make a decision to either stay with the existing system, make changes, or incorporate a new system.

6.5 Contract/Cost Change

- The Consultant will assist UTA with preparing, processing, and tracking the status of contract

changes for projects, including projects amendments, contract modifications, and change orders. The Consultant will provide analysis and recommendations on approving changes and will recommend budget and schedule recovery strategies where appropriate. As directed by UTA, the Consultant will review the contract changes requested by third-party Consultants and Consultants. As contract changes occur throughout projects, the Consultant will assist UTA with tracking changes to scope, budget/funding, schedule, contract duration, and funding agency concurrence related to changes.

6.6 Cost Negotiations

- The Consultant will assist in reviewing and negotiating costs with Consultants.

6.7 Cash Flows

- The Consultant will assist UTA in preparing cash flows which track and predict project expenditures over time by funding source. The cash flows will be updated on a quarterly basis or as requested by UTA.

6.8 Project Schedule Updates

- Using market standards and innovative techniques, the Consultant will work with project schedule management software and assist the UTA project manager to establish and maintain a detailed implementation schedule for each project including major milestones and completion dates. The Consultant is to bring creativity and value-added ideas to the team and is expected to inform UTA of state-of-the-art best management practices and other efficiency which could be utilized by UTA and Project Managers. The Consultant will regularly monitor and update progress on each project. This schedule coordination would include integrating schedules from various projects to produce local, State and Federal funding documentation. An example would be monitoring inputs to the UTA Financial Plan which must be based on updated schedule information for each project included in the Financial Plan.

6.9 Additional Periodic Reports

- As directed by UTA, the Consultant will assist in developing additional reports to monitor various aspects of the Vehicle Capital Program. This may include additional program-wide reports.

6.10 Document Control

- UTA has an established document control system (Laserfiche) that has been used effectively on previous and ongoing projects. The Consultant will assist UTA with developing a process to help improve the utilization of this document control system. The Consultant will assist in maintaining project files and records including, but not limited to, reports, drawings, databases, and computer files of any type. All project files are the property of UTA and will be maintained in good condition.

7.0 Engineering Oversight

Vehicle specific engineering oversight will be required of the Consultant to support UTA in coordinating and expediting the execution of vehicle systems projects. This would provide oversight for design and general oversight. This Engineering Oversight would include items such as mechanical, electrical, software engineering type work.

8.0 Quality Assurance and Consultant Performance Evaluation

All work will be performed and completed to the satisfaction and acceptance of UTA. The Consultant will abide by all applicable professional standards, local codes, manufacturer recommendations, and safe work practices to complete the described work in this Scope of Services.

The Consultant will be subject to periodic performance evaluations throughout contract term. UTA will use a designated Consultant evaluation scorecard to identify any performance gaps and/or monitor quality of services provided by the Consultant and any associated subConsultants.

8.1 Quality Management Plan

The Consultant must provide a Quality Management Plan (QMP) that will be used specifically for this Vehicle Program Management contract. The QMP must specify how the Consultant will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the contract to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. Components of the QMP must include the following project specific items:

- A List of Requirements
- Intent of the QMP
- Philosophy of the QMP
- Technical Document Review Process
- Checking Procedures
- Quality Control Verification
- Definitions

9.0 Adjunct Services

In addition to the Core Services outlined in this Scope of Services, the Consultant may be asked to provide professional consulting services on an “as-needed” basis. At the written direction of UTA, the Consultant will meet short-term requirements in excess of core services specified in this Scope of Services. Projects may include technical services provided on an hourly basis or specific projects with short-term deliverables.

Documentation will include, but not limited to: Detailed Scopes of Work, Schedules, Contract Deliverables, Cost & Price Forms including Direct Costs, and Workforce Loaded Work Plans. These are intended to bring on staff quickly and may commence at the written direction of UTA, provided the level of effort has been determined and sufficient funds are available.

The following is a list of anticipated additional services that the Consultant could be called upon to perform at some point during this Vehicle Program Management contract on a limited or short-term basis either in a lead or support role:

- Agency policy and planning development that is dependent upon support and information from this Consultant
- Procurement and contract administration, for all types of capital-related services, materials and equipment
- Vehicle Structural Engineering reviews and analysis –structural designs, and recommendations
- Electrical Engineering reviews and analysis of existing revenue vehicles
- Mechanical Engineering reviews and analysis of existing revenue vehicles
- Operation and Capacity Analysis
- Plans and documents to meet specific program and project needs
- Coordination with Federal, State and local entities and Agencies
- FRA, FTA, Federal, State, local and railroad regulatory requirements
- Technical support for maintenance and operations issues, including safety
- Project/contract acceptance, testing, certification, startup and commissioning
- Visualization, graphics and presentation material
- Other areas for services deemed appropriate and needed by UTA, which are consistent with this procurement

Exhibit B

Price

Role	Program Manager Light Rail Overhaul	Program Manager Commuter Rail Overhaul	Overall Program Manager	As needed Electrical engineer	As needed Mechanical Engineer	As needed Structural Engineer	As needed Technical Writer	As needed Procurement Document Associate
Name	Chris Terry	TBD	David Warnock	Mark Lowther	Juan Carlos Hernandez	Richard Harrison	Joe Pinelli	Nick Laverick
Direct Hourly Rate	\$52.89	\$80.00	\$124.88	\$58.69	\$81.36	\$45.23	\$70.01	\$73.37
FAR Overhead Rate	162.36%	114.75%	162.36%	162.36%	162.36%	162.36%	162.36%	162.36%
Fully Burdened Hourly Rate	\$152.64	\$188.98	\$360.40	\$169.37	\$234.80	\$130.53	\$202.05	\$211.74

Prime Firm Audited Overhead Rate: 162.36%

Prime Firm Proposed Subconsultant Markup (%): 3%

Prime Firm Proposed Profit (%): 10%

Prime Firm Audited Overhead Rate (Home Office / Part Time Staff): 114.75%

Prime Firm Audited Overhead Rate (Field Office / Full Time Staff): 139.41%

Prime Firm Audited Overhead Rate (Field Office / Part Time Staff): 91.80%

Fully burdened rate = direct rate + (direct rate * overhead rate) + profit

The cost of this contract is a not to exceed amount of \$600,000 per year. The total not to exceed amount is \$3,000,000 over a five year period.

FEDERAL CLAUSES

The clauses listed below are self-deleting to the extent they do not apply to the type program management consulting effort which is the subject of this contract. Also, if a federal clause is duplicative of a clause contained in the contract above (e.g. termination), the contract clause shall control.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

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

CIVIL RIGHTS REQUIREMENTS

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 7%. A separate contract goal of **__ DBE participation has** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph** (see 49 CFR 26.13(b)).

c. *{If a separate contract goal has been established, use the following}* Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[**Bidders**][**Offerors**] must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract,

the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified

in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA ACCESS

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals

with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42

U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322 all contractors shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
 - a. Huawei Technologies Company
 - b. ZTE Corporation
 - c. Hytera Communications Corporation
 - d. Hangzhou Hikvision Digital Technology Company
 - e. Dahua Technology Company

Any subsidiary of the above listed entities.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): David Hancock, Director of Capital Construction
David Osborn, Project Manager
Andrea Pullos, Project Manager

TITLE:

Contract: 650 South TRAX Platform Construction (Paulsen Construction)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contract and associated distributions with Paulsen Construction in the amount of \$2,136,458.26.
BACKGROUND:	The 650 South TRAX platform project is the construction of a new TRAX platform at 650 South Main Street in Salt Lake City. The new platform at 650 Main is the subject of an Interlocal Cooperative Agreement (ILA) between the Redevelopment Agency of Salt Lake City (RDA) and UTA. The ILA was approved by Board Resolution R2020-12-12 on December 16, 2020. Under the ILA, there are multiple funding sources for this platform. The largest share of the funding is coming from developers through agreements with the RDA. UTA will fund the construction of a snow melt system within the platform and provide signs for the platform. The remainder of the funding is from the RDA and the developers.

DISCUSSION:	This request is to execute a construction contract for the new TRAX platform on 650 South Main Street. UTA competed and selected a construction contractor through a Best Value selection process for the 650 South TRAX Station Project. Paulsen Construction was selected based on highest score and therefore represents the best value to UTA. UTA would like to enter into a construction contract with Paulsen Construction to begin work on this project. UTA staff is requesting approval to enter into a contract with Paulsen Construction for this platform construction project. A Notice to Proceed will not be issued until the developer funds have been placed into escrow. The developer contributions are scheduled to be placed in escrow by July 20, 2021 as described in the First Amendment to the ILA Construction Agreement for the TRAX 650 South Main Passenger Station between the Redevelopment Agency of Salt Lake City and UTA. Amendment No. 1 to the ILA adjusts the cost shares for UTA, RDA, and the developers and establishes a new construction timeline. It is also before the Board for approval on July 14, 2021.
CONTRACT SUMMARY:	
Contractor Name:	Paulsen Construction
Contract Number:	21-03435VW
Base Contract Effective Dates:	July 14, 2021 - January 31, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$2,136,458.26
Procurement Method:	Best Value
Funding Sources:	Local UTA Funding, Salt Lake City RDA
ALTERNATIVES:	Alternatives to this contact: • Do not construct new platform.
FISCAL IMPACT:	The project construction will be funded by the 650 South TRAX Station project, which is included in UTA's adopted 2021 Capital budget. Additional funding from the Capital Contingency budget in the amount of \$688,127 will be moved to the 650 South TRAX Station project through a technical budget adjustment. The technical budget adjustment is being requested from the Board on July 14, 2021 concurrent with a resolution amending an Interlocal Cooperation Agreement with the Salt Lake City RDA to fund the station construction.
ATTACHMENTS:	1) Contract



Construction Services Agreement

UTA CONTRACT NO. 21-03435VW 650 South TRAX Platform

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

RECITALS

- A. UTA desires to hire Contractor for construction of a Light Rail TRAX platform and mid-block crossing per the Specifications and Bid Schedule to include but not limited
- B. On April 22, 2021, UTA issued Request for Proposal Package Number 21-03435VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole

expense and without entitlement to equitable schedule relief) promptly re-perform, replace, or re-execute the Work so as to conform to the Contract requirements.

- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to 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 January 31, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under 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 C. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit C. If Exhibit C 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 C 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 C 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 C (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 Construction Services Agreement
2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions and attachments
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

8. INVOICING PROCEDURES

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

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by

UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement, and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates, and Contractors.

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

13. FINDINGS CONFIDENTIAL

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

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.

14. PUBLIC INFORMATION.

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

15. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another 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.

16. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$2,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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

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

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

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

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 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

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

20. CLAIMS/DISPUTE RESOLUTION

- 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 Director/Contractor Equivalent	Five calendar days
UTA's Chief Officer/Contractor Equivalent	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, 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.

21. GOVERNING LAW

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

22. ASSIGNMENT OF CONTRACT

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

23. NONWAIVER

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

24. NOTICES OR DEMANDS

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

If to UTA:

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

with a required copy to:

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

If to Contractor:

Paulsen Construction LLC
John Paulsen, President
3075 South Specialty Circle
South Salt Lake City, UT 84115

- a. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- b. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

25. CONTRACT ADMINISTRATOR

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

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) 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.

27. COSTS AND ATTORNEYS FEES

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

28. NO THIRD PARTY BENEFICIARY

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

29. FORCE MAJEURE

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

30. SEVERABILITY

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

31. 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.

32. AMENDMENTS

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

33. 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.

34. SURVIVAL

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

UTAH TRANSIT AUTHORITY:

By: Date:
Mary DeLoretto
Chief Service Development


By: Date:
Carolyn Gonot
Executive Director

Approved as to Content and Form

By:  Date 6/8/2021
70E33A415BA44F6
Mike Bell, AAG State of Utah
And UTA Legal Counsel

By: Date
Reviewed & Recommended
David Osborn, UTA Project Manager

PAULSEN CONSTRUCTION:

By:  Date: 6/7/21
John W. Paulsen
John Paulsen
President
Fed ID# 20-8067235

UTA Project Code 21-03435VW

Supplemental Terms and Conditions for Construction
for
21-03435VW 650 South Main Street TRAX Platform Construction Contract

ARTICLE 1

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

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

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

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

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

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

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

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

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

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

“General Conditions” means this document.

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

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

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

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of

the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

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

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

“Substantial Completion” or **“Substantially Complete”** has the meaning indicated in Section 4.6 of these General Conditions.

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

ARTICLE 2

Contractor’s Services

2.1 General Services.

- 2.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.
- 2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).
- 2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when

UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

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

- 2.2.1 Contractor shall provide the necessary design services, including architectural, engineering, and other design professional services, for the preparation of the required drawings, specifications, and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.
- 2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.
- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The

parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction

- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 **Construction Services.**

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques, and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury, or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

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

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

- 2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.
- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing

agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

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

2.6 **Contractor's Warranty.**

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

- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.
- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3

Site Conditions

3.1 Hazardous Materials.

- 3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.
- 3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine

how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4

Payment

4.1 Schedule of Values.

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

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

4.2 **Application for Payment.**

4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

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

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

4.3 **Sales Tax Exemption**

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

4.4 **UTA's Payment Obligations.**

- 4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.
- 4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.
- 4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.
- 4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 Contractor's Payment Obligations.

- 4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.
- 4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 Substantial Completion.

- 4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the

extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

- 4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.
- 4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.
- 4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

4.7 Final Payment.

- 4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.
 - 4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;
 - 4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;
 - 4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and
 - 4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

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

ARTICLE 5

Indemnification and Loss

- 5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.
- 5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.
- 5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.
- 5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work
- 5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is

responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 **Contractor's General Indemnification.**

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

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

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

the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default. Liquidated damages are set at \$750 a day.

- 6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule, and (ix) unavoidable delay in obtaining necessary materials without the fault of and beyond the control of the contractor. Any request for equitable adjustment based on any of the causes described above must be reasonably justified by adequate supporting documentation.
- 6.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 7

Changes

- 7.1 **Change Orders.**
- 7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.
- 7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).
- 7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

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

7.3 **Constructive Changes.**

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

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

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 **Direction or Authorization to Proceed.**

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

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

- 7.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented, and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents.
- 7.6 **Contract Price Adjustments.**
- 7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:
- 7.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- 7.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;
- 7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or
- 7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.
- 7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.
- 7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute

to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

- 7.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8

Claims and Claim Resolution

8.1 Claims.

8.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

8.2 Claim Resolution.

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies

under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- 8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

- 9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.
- 9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.
- 9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

- 9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

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

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

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the

Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

- 9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.
- 9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprourement and defense of claims arising from Contractor's default.
- 9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.
- 9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

9.4 Bankruptcy of Contractor.

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

9.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

9.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

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

ARTICLE 10

Value Engineering

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

- 10.1.3.1 A narrative description of the proposed change,
- 10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
- 10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;
- 10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;
- 10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;
- 10.1.3.6 Costs of development and implementation; and
- 10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

10.2 Review and Approval of VECPs

- 10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.
- 10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs
- 10.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.
- 10.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor.

This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 11

Health Insurance

11.1 Insurance Coverage for Employees.

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

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

ARTICLE 12

Miscellaneous

12.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

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

- 12.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.
- 12.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.
- 12.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and permitted assigns.
- 12.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 12.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 12.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 12.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 12.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control.

UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

EXHIBIT A – SCOPE OF WORK

Construct a TRAX platform and mid-block cross walk on Main Street between 600 South and 700 South including all necessary amenities to operate platform and signal.

General Contractor will construct a light-rail TRAX platform in the area previously planned for a platform on Main Street between 600 and 700 South. The platform will include but not limited to a concrete platform with high-blocks, Pavilion/shelters, traffic signals and controls, and Landscape & sprinkler systems repair. canopies. Lighting of the area and a snowmelt system are included as are electrical and mechanical connections. A Mid-block crosswalk and ADA ramps will also be constructed at approximately 660 South. Assisting with the installation of an 'Art in Transit' art installation is also included.

List of Materials and installation method.

The installation and construction of a wide range of materials in numerous divisions. A complete Submittal Register and product data will be provided to UTA after contract award. Major materials to be installed will include:

- Concrete
- Electrical
- Steel
- Hydronic Piping
- Glass

NO track or OCS work is required. However, all workers will be required to obtain an RWP to work in the UTA right-of-way (in 2021 may be obtained on-line). All work around tracks will require a no fee permit from UTA, including for work done by excavators. This permit application will allow UTA to determine if work planned around OCS poles will require a shutdown of the system.

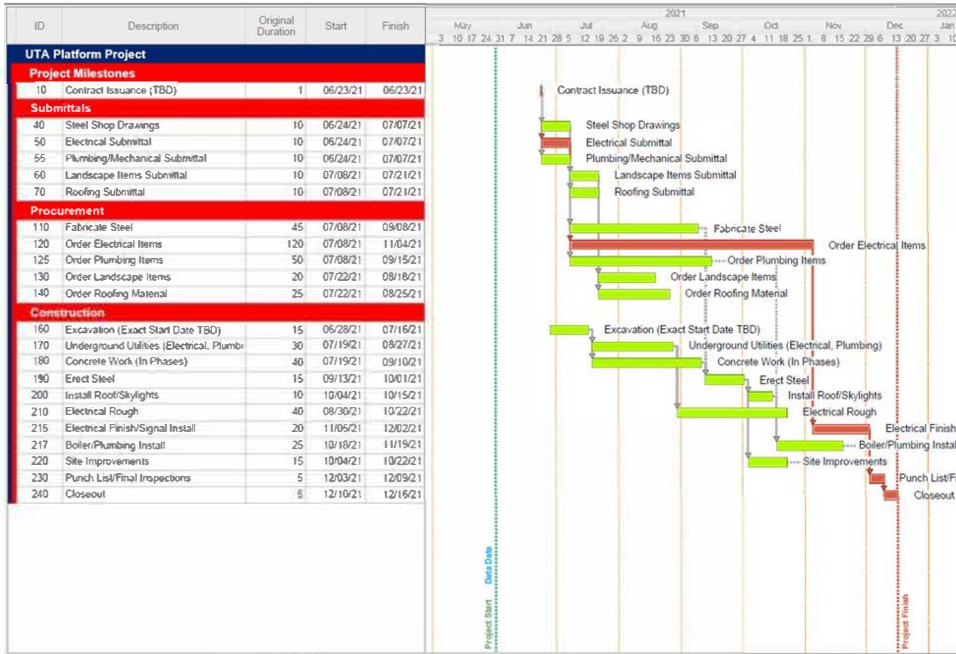
Contractor shall provide labor and material to meet the specifications in Exhibits A, B, C, D, and E as listed in RFP 21-03435VW.

Exhibit A UTA 650 S TRAX Platform Expansion Plans
Exhibit B UTA 650 S TRAX Platform Project Manual
Exhibit C UTA 650 S TRAX Platform Cost Estimate Form
Exhibit D UTA as-built 00-700 South Conduit
Exhibit E UTA as-built 700 S New Signal House Location

EXHIBIT B – PRICING**Not to Exceed**

650 South Main Street TRAX Platform				
Cost Estimate Form				
General Contractor: PAULSEN CONSTRUCTION				
Total Project Cost: \$ 2,136,458.26				
Item No.	Description	Unit	Quantity	Total Cost
1	Street Cutting Fee	Lump	1	\$ 6,382.00
2	Traffic Control	Lump	1	\$ 3,500.00
3	Quality Control and Testing	Lump	1	\$ 7,800.00
4	Work Site Protection (SWPPP etc)	Lump	1	\$ 3,500.00
5	Demolition and Removal of Obstructions	Lump	1	\$ 12,832.00
6	Clearing and Grubbing	Lump	1	\$ 6,260.00
7	Utilities (incl all hook ups etc)			
7a	Gas	Lump	1	included
7b	Water	Lump	1	\$ 22,905.00
7c	Electrical	Lump	1	included
8	Trees and Planter Boxes, Grates, Frames and Guards incl soil	Lump	1	\$ 46,220.00
9	Landscaping and Irrigation Reestablishment	Lump	1	\$ 53,300.00
10	Pedestrian Crossing incl detectable warning surface and paint	Lump	1	\$ 3,184.60
11	Concrete for Ped Crossing incl ADA requirements and Curb transitions	Lump	1	\$ 24,605.00
12	Concrete Platform incl formwork, reinforcement, etc	Lump	1	\$ 130,425.00
13	Concrete Footings & Foundations (incl Damp proofing)	Lump	1	\$ 54,638.40
14	Concrete High Blocks incl ramps	Lump	1	\$ 79,095.00
15	Handrails guards incl painting	Lump	1	\$ 28,100.00
16	Concrete Pole Base	Lump	1	\$ 8,900.00
17	Detectable Warning Surface on Platform	Lump	1	\$ 43,775.00
18	Installation of Signs and Benches as needed assume \$0 for bid	Lump	1	-
19	Snowmelt System incl all (Boiler, Pad & Heat Insulation)	Lump	1	\$ 158,400.00
20	Snowmelt Controller	Lump	1	\$ 15,000.00
21	Electrical System incl all(PCC, Pad, Fixtures, Luminaires, and Conduits	Lump	1	\$ 519,141.00
22	Traffic Signal	Lump	1	\$ 203,677.00
23	Shelter: Platform Canopy	Lump	1	\$ 196,844.00
24	Shelter: High Block Canopy	Lump	1	\$ 100,767.00
			Subtotal	\$ 1,729,251.00
	General Conditions and Mobilization	%		\$ 192,766.01
	Bonding	%		\$ 22,239.55
	Profit and Overhead	%		\$ 192,201.70
			TOTAL	\$ 2,136,458.26

EXHIBIT C – SCHEDULE



UTA PLATFORM PRELIMINARY SCHEDULE

Start Date: 06/01/21
 Finish Date: 12/16/21
 Data Date: 06/01/21
 Run Date: 06/03/21





Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Dave Hancock, Director of Capital Construction
 Jared Scarbrough, Manager of Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance Task Order #10 - TRAX Switch Heater Replacement (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve task order #10 to on-call systems maintenance contract and authorize Executive Director to execute task order and associated disbursements with Rocky Mountain System Services (RMSS) in the amount of \$472,086.
BACKGROUND:	In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three-years with two one-year options. Typical task orders under this contract include: <ul style="list-style-type: none"> • Subject matter experts to support UTA rail systems and MOW systems departments. • Train Control System upgrades, repairs, analysis, and training • Stray Current monitoring and analysis • OCS/TPSS repair, maintenance, and training • Traffic Signal inspections, connections, repairs, and coordination

DISCUSSION:	UTA Staff is requesting approval of Task Order #10 with RMSS to remove and replace 12 switch heaters and 6 corresponding control units on the TRAX alignment that have reached their end of life and are in a need of replacement. UTA plans to replace natural gas forced-air switch heaters (heaters) and their corresponding controllers at the following locations: • Beetdigger Interlocking (4 heaters) • Pioneer Interlocking (2 heaters) • Cushing Interlocking (2 heaters) • Lovendahl Interlocking (2 heaters) • Sugar Interlocking (1 heater) • Rice Interlocking (controller unit only) It is important to replace these switch heaters now before the winter season. Replacing these switch heaters will help ensure proper correspondence during snow events which will help reduce snow-related delays at these locations. The completion date for this Task Order No. 10 is December 31, 2021. This task order has been evaluated and determined to be within the scope of work of the task ordering agreement. The price has also been determined to be fair and reasonable based on both an ICE and cost breakdown analysis.
CONTRACT SUMMARY:	
Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW
Base Contract Effective Dates:	March 3, 2021 through December 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	\$1,728,907
Amendment Amount:	\$472,086
New/Total Amount Contract Value:	\$2,200,993
Procurement Method:	Task Order issued under Master Task Ordering Agreement
Funding Sources:	2021 SGR Budget
ALTERNATIVES:	Delay the 12 switch heater replacements and risk delays in winter months if switches are unable to detect correct correspondence. Send maintenance crew to continually monitor switches.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program.
ATTACHMENTS:	1) Task Order #10

TASK ORDER NO. 010

TASK ORDER NAME: Switch Heater & Switch Machine Replacement

PROJECT CODE: SGR404 40-7404.68912

This is Task Order No. 010 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain System Services. (Contractor) as of February 2nd, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2021. The Final Acceptance Date for this Task is December 31st, 2021.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$472,086.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

ROCKY MOUNTAIN SYSTEM SERVICES:

By: _____
Carolyn M Gonot, Executive Director Date
> \$100,000

By: _____

By: _____
Mary DeLoretto, Chief Service Development Officer Date
< 100,000

Date: _____

By: _____
David Hancock, Director of Asset Mgt. Date
< \$50,000

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

DocuSigned by:
Mike Bell
361F16F838702A58
Legal Review

Procurement Review



June 3, 2021

RMSS-52598-011

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

Reference: Utah Transit Authority – Systems On-Call Services

Subject: TRAX Switch Heater Replacements

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the replacement of several switch point heaters at various locations along the TRAX alignment.

Our lump sum price for this proposal is **\$472,086.00**

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

RMSS will procure, install, and test twelve (12) new switch point heaters for switches at the following locations:

- Beet Diggers Interlocking associated with the SB1A switch
- Beet Diggers Interlocking associated with the SB1B switch
- Beet Diggers Interlocking associated with the SB3A switch
- Beet Diggers Interlocking associated with the SB3B switch
- Pioneer Interlocking associated with the SP1A switch
- Pioneer Interlocking associated with the SP1B switch
- Cushing Interlocking associated with the SC3A switch
- Cushing Interlocking associated with the SC3B switch
- Lovendahl Interlocking associated with the SL1 switch
- Lovendahl Interlocking associated with the SL5A switch
- Lovendahl Interlocking associated with the SL5B switch
- Sugar Interlocking associated with the SS3 switch

All new units will be configured as follows:

- All existing switch point heaters and ductwork to be demoed and removed
- New units will be gas powered, forced air blower type
- New units will be standard height/profile
- New units will have a new control panel for each blower
- All new sensors including:
 - Flame detection sensor
 - Air temperature sensors
 - Rail temperature sensors
 - Airflow (sail) switches



- Snow detectors
- New ductwork for each unit (including tie ducts, track duct, and point nozzles)
- Wireless HAB controller installed in nearby VHLC equipped signal bungalows
 - Wireless HAB controller will provide discrete relay outputs for each individual blower unit which will be wired into a non-vital input of the VHLC to provide current blower status as either "On" or "Off" for each individual blower unit
 - Wireless HAB controller will accept discrete 12VDC inputs for each individual blower unit which will be wired from a non-vital output from the VHLC to provide remote control functionality required to turn the switch heaters on and off remotely.

Additionally, RMSS will procure, install, and test the following for the Rice Interlocking:

- One new switch point heater control panel for electric cal rod switch point heating elements installed in the Rice Interlocking
- New electric cal rods for switch points associated with the following switches at the Rice Interlocking:
 - SR1A
 - SR1B
 - SR3A
 - SR3B

RMSS will perform the following design functions in support of the replacement of all switch point heating systems related to this task order:

- Update location plans to reflect changes to controls and indications (C&I) as well as new equipment in bungalow houses (HAB Controllers, HAB C&I wiring changes)
- Update TDX Control Office to incorporate new controls and Indications for all new equipment

Inclusions

This proposal includes the following additional items:

- Two (2) spare HAB wireless control units
- Up to two days of on-site vendor training for UTA MoW supervisors

Clarifications

1. Testing and commissioning of the new switch point heaters will be performed by key personnel as defined under task order #1 or task order extension. No additional cost has been included for these personnel.

Assumptions

1. Existing power wiring will be used wherever possible for switch heaters
2. Work will be completed at night during non-revenue service hours
3. RMSS will turnover demoed units and ductwork to UTA or place in designated UTA recycle or scrap metal bins



Exclusions

1. Training materials and submittals. All training to be “train the trainer” supervisor training in person, on-site with vendor to review the options and features of the wireless HAB controllers
2. Spare parts for blower components, ductwork, and sensors
3. HAB controllers will control HAB units using a wireless link. As such RMSS has not included the wire or conduit cost of running a new 12C#14 to each unit

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

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

Sincerely,

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

Anthony Ortolani
Project Manager
Rocky Mountain Systems Services

cc:

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

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

UTA - On Call
RMSS-52598-011 - TRAX Switch Heaters
Task Order Estimate Summary



6/3/2021

Subcontractors \$	-
Materials \$	211,485.00
Administrative \$	19,992.00
Design/Engineering \$	24,356.00
Construction/Testing \$	131,464.00
Travel & Perdiem \$	-
Other Costs and Fee \$	84,789.00
Total: \$	472,086.00

UTA - On Call
RMSS-52598-011 - TRAX Switch Heaters
Task Order Estimate Worksheet



TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION

6/3/2021

SUBCONTRACTORS

Quantity UOM Price Extended

Subtotal - Subcontractors: \$ -

MATERIALS

Quantity UOM Price Extended

Railway Equipment - Switch Heaters	1	LS	\$ 204,735.00	\$ 204,735.00
Freight for Switch Heaters	1	LS	\$ 3,000.00	\$ 3,000.00
Misc. (wire, banding, sealtight)	12	EA	\$ 250.00	\$ 3,000.00
Foundation (Rice cabinet)	1	LS	\$ 750.00	\$ 750.00

Subtotal - Materials: \$ 211,485.00

ADMINISTRATIVE

Quantity UOM Price Extended

Indirect Labor & Office Personnel

Senior Project Manager	ST	0.0	Hr	\$ -	\$ -
Project Engineer w/ pickup (non-overhead)	ST	160.0	Hr	\$ 124.95	\$ 19,992.00
Safety/Quality Engineer	ST	0.0	Hr	\$ -	\$ -
Document Control Specialist	ST	0.0	Hr	\$ -	\$ -
Project Controls	ST	0.0	Hr	\$ -	\$ -

Subtotal - Administrative: \$ 19,992.00

DESIGN / ENGINEERING

Quantity UOM Price Extended

Hardware Engineering

Senior Signal Engineer	ST	24.0	Hr	\$ 150.00	\$ 3,600.00
Signal Engineer	ST	12.0	Hr	\$ 112.00	\$ 1,344.00
CADD Technician	ST	36.0	Hr	\$ 50.00	\$ 1,800.00
Manager of CADD	ST	4.0	Hr	\$ 50.00	\$ 200.00
Verification Engineer	ST	24.0	Hr	\$ 150.00	\$ 3,600.00

Software Engineering

Senior Signal Engineer	ST	36.0	Hr	\$ 150.00	\$ 5,400.00
Signal Engineer	ST	0.0	Hr	\$ 112.00	\$ -
Verification Engineer	ST	12.0	Hr	\$ 150.00	\$ 1,800.00

Head-end Engineering

Senior Head-end Engineer	ST	10.0	Hr	\$ 143.57	\$ 1,436.00
Head-end Engineer	ST	56.0	Hr	\$ 51.41	\$ 2,879.00
Verification Engineer	ST	16.0	Hr	\$ 143.57	\$ 2,297.00

Subtotal - Design: \$ 24,356.00

CONSTRUCTION / INSTALLATION / TESTING

Quantity UOM Price Extended

Construction - General

Construction Manager ST	ST	260.0	Hr	\$ 105.00	\$ 27,300.00
Construction Manager OT (40+)	ST	0.0	Hr	\$ 131.25	\$ -
Systems Construction Labor ST	ST	780.0	Hr	\$ 95.00	\$ 74,100.00
Systems Construction Labor OT (40+)	ST	0.0	Hr	\$ 118.75	\$ -
Systems Construction Labor OT (Sunday)	ST	0.0	Hr	\$ 166.25	\$ -

All Locations - Testing

Signal Test Manager	ST	0.0	Hr	\$ 131.00	\$ -
Signal Test Engineer	ST	0.0	Hr	\$ 111.00	\$ -
Signal Test Support	ST	0.0	Hr	\$ 105.00	\$ -

UTA - On Call
RMSS-52598-011 - TRAX Switch Heaters
Task Order Estimate Worksheet



TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION

6/3/2021

Signal Test Support OT (40+)	ST	0.0	Hr	\$	131.25	\$	-
Signal Test Support DT (Sunday)	ST	0.0	Hr	\$	183.75	\$	-

Subtotal - Construction / Install / Testing: \$ 101,400.00

EQUIPMENT

	Quantity	UOM		Price		Extended
<u>Construction</u>						
Pickup Truck	520.0	Hr	\$	18.00	\$	9,360.00
Trailer	260.0	Hr	\$	14.63	\$	3,804.00
Mini Ex	260.0	Hr	\$	52.00	\$	13,520.00
Specialty tools	260.0	Hr	\$	13.00	\$	3,380.00

All Locations - Testing

Pickup Truck	0.0	Hr	\$	18.00	\$	-
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Subtotal - Equipment: \$ 30,064.00

TRAVEL & PERDIEM

	Quantity	UOM		Price		Extended
Test Engineer - T&E	0.0	Man-weeks	\$	2,000.00	\$	-
Application & Design	0.0	Man-weeks	\$	2,000.00	\$	-
Senior PM	0.0	Man-weeks	\$	2,000.00	\$	-

Subtotal - Travel & Perdiem \$ -

OTHER

	Quantity	UOM		Price		Extended
ST&S	1.00	LS	\$	1,000.00	\$	1,000.00

Subtotal - Other: \$ 1,000.00

TOTALS

Subtotal Direct Costs						\$ 388,297.00
Fee		12.5%	\$	388,297.00	\$	48,537.00
Subtotal Costs with Fee						\$ 436,834.00
Contingency		7.0%	\$	436,834.00	\$	30,578.00
Subtotal Cost with Provisional Sum						\$ 467,412.00
Bond Premium		0.0%	\$	467,412.00	\$	-
Job Related Insurance		1.0%	\$	467,412.00	\$	4,674.12
Tax		0.0%	\$	388,297.00	\$	-
TOTAL PRICE - RMSS						\$ 472,086.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

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

TITLE:

Change Order: On-Call Systems Maintenance Task Order #11 - Trax Remote VHLC Access (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve task order #11 to on-call systems maintenance contract and authorize Executive Director to execute task order and associated disbursements with Rocky Mountain System Services (RMSS) In the amount of \$472,796.
BACKGROUND:	In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three-years with two one-year options. Typical task orders under this contract include: • Subject matter experts to support UTA rail systems and MOW systems departments. • Train Control System upgrades, repairs, analysis, and training • Stray Current monitoring and analysis • OCS/TPSS repair, maintenance, and training • Traffic Signal inspections, connections, repairs, and coordination

DISCUSSION:	<p>UTA Staff is requesting approval of Task Order #11 with RMSS to design and install the necessary hardware and logic to bring 37 TRAX Grade Crossings and Interlocking locations online at the back office (Jordan River Rail Service Center) to allow for remote monitoring and data acquisition from the vital processors at these locations. There are 32 locations on the N/S (Blue) TRAX line and 5 locations on the University (Red) TRAX line that currently do not have this remote VHLC access. This Task will bring all 37 locations to the back office for remote monitoring. All other locations on the TRAX system already have this remote connection established and functioning. Establishing this remote connection will allow all vital processors on the TRAX system to be remotely accessible. This allows for more efficient analysis by our Maintenance of Way (MOW) and Systems Engineering departments in obtaining downloads and analyzing the train control system from the back office where the MOW and Systems Engineering teams are located. This saves a significant amount of time by eliminating the need for crews to drive to these locations to monitor and obtain data from the vital processors. Completing this project modernizes our light rail systems and allows for other projects in the future that will help automate processes and reduce the amount of time that will be required by MOW crews to physically visit each of these locations. This task order has been determined to be within the scope of the master task ordering agreement. The price has been determined to be fair and reasonable based on both an independent cost estimate (ICE) and a cost element analysis.</p>
CONTRACT SUMMARY:	
Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW
Base Contract Effective Dates:	March 3, 2021 through December 31, 2021 (for task order #11)
Extended Contract Dates:	N/A
Existing Contract Value:	\$2,200,993
Amendment Amount:	\$472,796
New/Total Amount Contract Value:	\$2,673,789
Procurement Method:	Task Order issued under Master Task Ordering Agreement.
Funding Sources:	2021 SGR Budget
ALTERNATIVES:	The do nothing alternative will prevent UTA from having remote access to these locations and will prevent UTA from pursuing the future modernization projects at these locations.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program.
ATTACHMENTS:	1) Task Order #11

TASK ORDER NO. 011

TASK ORDER NAME: TRAX Remote VHLC Access

PROJECT CODE: FMA557 40-7557.68912

This is Task Order No. 011 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain System Services. (Contractor) as of February 2nd, 2021.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2021. The Final Acceptance Date for this Task is December 31st, 2021.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$472,796.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

ROCKY MOUNTAIN SYSTEM SERVICES:

By: _____
Carolyn M Gonot, Executive Director Date
> \$100,000

By: _____

By: _____
Mary DeLoretto, Chief Service Development Officer Date
< 100,000

Date: _____

By: _____
David Hancock, Director of Asset Mgt. Date
< \$50,000

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

DocuSigned by:
Mike Bill
381F1E288870249
Legal Review

Procurement Review



May 25th, 2021

RMSS-52598-010

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

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Potential Task Order 001 - TRAX VHLC Remote Access

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for upgrading the TRAX wayside signal and communication segments to provide remote access for the VHLC platforms at locations that do not currently have this functionality.

Our lump sum pricing for this proposal is **\$472,796.00**. Although it is not practical to provide a specific cost per location due to differences in scope from location to location as described below, the lump sum results in an overall average price per location of \$12,778.

37 locations in the TRAX LRT system are equipped with the VHLC platform for vital signal control which do not currently have remote access functionality.

- Nine (9) locations on the North/South Main line are already equipped with networking equipment which provides access to the TRAX non-vital communications network.
 - These nine (9) locations only require minor hardware and cabling to provide remote access functionality for the VHLC.
- 28 locations will add the following nodes to the wayside communications network to provide remote access functionality:
 - Three (3) nodes will need to be added to the U-Line network ring
 - Currently the U-line already contains 28 nodes which are on the network and already have remote VHLC functionality.
 - This upgrade will result in a network ring with 31 nodes in total all of which will have remote VHLC remote access functionality.
 - 25 nodes will need to be added to the North/South Main line network
 - The current ring that services the North/South Main line contains 57 nodes which already have VHLC remote access functionality.
 - Due to the high number of nodes that are already in this ring, it will be required to establish a new ring by installing a router at the Midvale Service Center.
 - This new ring will require the use of four fibers at each location in the ring



The scope of work of this proposal is as follows to provide remote access at all 37 locations:

- Design
 - Evaluate existing TRAX network architecture for the inclusion of 28 additional nodes
 - Work with UTA to develop IP addressing scheme for 28 additional network nodes
 - Develop and/or update the following communications drawings for affected locations:
 - Head-end plans for the Midvale service center
 - Existing fiber layout drawings
 - 28 new fiber tables for FPP panels
 - One line network diagrams
 - Network topology diagrams
 - Rack elevation drawings
 - Wiring diagrams
 - At 38 locations, update circuit plans to reflect equipment and wiring changes
 - Add additional network pages to the location circuit plans for communication upgrades
 - At 11 locations, update the executive software version of the ACP module
- Procurement & Installation
 - Procure, configure, and install 28 new RS400 rack mounted switches
 - Procure, configure, and install one (1) new RX1500 rack mounted router at the Midvale Service Center
 - Migrate existing connections from the ProCurve, RS400, and Fiber coupler converter over to the new RX1500 in order to eliminate several points of potential equipment failure
 - Procure and install 37 RS232 modules onto Port A of each VHLC
 - Update configuration of 37 VHLCs to activate Port A for remote access
 - Update ACP executive file at 11 locations to enable Port A
 - Procure and install serial cable at 37 TRAX locations from Port A of VHLC to RS400
 - Install conduit from communication case to adjacent signal case at two (2) locations
 - Install 74 fiber optic patch cables from fiber patch panel to RS400 (two per location)
 - Place new fiber tables in fiber patch panels at 28 locations
 - Procure the following spare parts:
 - Two (2) additional RS400's for use as commissioning spares (to be turned over to UTA upon the completion of testing if not used)
 - Two (2) additional RS232 modules
 - Four (4) additional fiber patch cables
 - Two (2) additional serial communication cables
- OTDR testing of spare fibers to be used to establish new network ring
- Test remote access to 37 locations
 - Testing of remote access functionality will be provided by RMSS key personnel covered under the Systems On-Call Services task order #01 - Key Personnel or applicable task order extension if testing occurs beyond December 31, 2021
- Update NMS to reflect new network nodes

Affected Locations

The scope of work outlined above is represented in the table below for the locations shown:



Line	Location	RS232 Module	Serial Cable	RS400	Fiber Drop	4 - Spare Fibers
Main N/S	Beet Diggers	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	150	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	Intermodal	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	Main street	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	Cushing A	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	Pioneer A	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
West Valley	Central CP	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
U-Line	Rice Eccles	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
U-Line	Health Sciences	NEEDED	NEEDED	EXISTING	EXISTING	AVAILABLE
Main N/S	8720/8680 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	8530 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Pioneer B Interlocking	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	8120 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	8000 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Cushing B Interlocking	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	7720 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	7500 South/S7500-S7501	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	7200 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	6100 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	5900 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	5813 South Crossing	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Vine St	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	4800 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	4500 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Fireclay	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Central Ave	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	3900 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	3300 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	Gregson Ave	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	2950 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	2700 South/S2700-S2701	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	2100 South Crossing	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	1700 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
Main N/S	1300 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
U-Line	300 South	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
U-Line	South Campus Dr Circle	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE
U-Line	North Stadium Parking Lot	NEEDED	NEEDED	NEEDED	INSTALLED	AVAILABLE



Clarifications

1. Although an average cost per location is provided in this proposal, the communications upgrades required cannot be complete on a per location basis for 27 of the locations due to required network upgrades. Our pricing assumes that all scope will be included in the issued task order. RMSS will provide a separate proposal for a reduced or broken out scope at the request of UTA.
2. This proposal does not include updates to any design or implementation for existing discrepancies.
3. Any design updates for out-of-scope items will be tracked and billed under the General Engineering and Maintenance task order or MSA as appropriate.
4. RMSS has been notified by vendors of potential shortages of microprocessors that could result in longer than average lead times.

Assumptions

1. RMSS has verified that there are enough unused existing spare fibers available to implement this work. However, it has not been determined that all spare fibers are of sufficient quality. Provision of additional interbuilding fiber optic cable is not included in this proposal.
2. RMSS assumes that spare fibers are terminated in the fiber patch panel and do not require "pig tails" to be spliced on and terminated. Fiber work is limited to furnishing and installing standard patch cords.
3. RMSS assumes that the existing VHLC equipment can support this upgrade, except for the specific tasks identified above to update VHLC executive files and hardware as described.

Exclusions

- Factory acceptance testing of new network hardware

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

If you need any additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Ortolani".

Anthony Ortolani
Project Manager
Rocky Mountain Systems Services



cc:

Marshall Wilson – RMSS
Dan Meservey – RMSS
Doug Jones – RMSS

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

UTA - On Call
RMSS-52598-010 - TRAX VHLC Remote Access
Task Order Estimate Summary



5/25/2021

Subcontractors \$	-
Materials \$	123,492.60
Administrative \$	24,472.00
Design/Engineering \$	155,858.00
Construction/Testing \$	63,452.00
Travel & Perdiem \$	8,000.00
Other Costs and Fee \$	97,521.00
Total: \$	<u>472,795.60</u>

UTA - On Call
RMSS-52598-010 - TRAX VHLC Remote Access
Task Order Estimate Worksheet



TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION

5/25/2021

SUBCONTRACTORS

Quantity UOM Price Extended

\$ - \$ -
 \$ - \$ -

Subtotal - Subcontractors: \$ -

MATERIALS

Quantity UOM Price Extended

RS400	30	EA	\$	3,127.50	\$	93,825.00
RS232 Modules	40	EA	\$	486.00	\$	19,440.00
Serial Cables	40	EA	\$	55.44	\$	2,217.60
RX1500	1	EA	\$	6,000.00	\$	6,000.00
Fiber Jumpers (15 meter)	80	EA	\$	16.00	\$	1,280.00
Fiber Jumpers (1 meter)	60	EA	\$	8.00	\$	480.00
Misc Conduit	1	LS	\$	250.00	\$	250.00

Subtotal - Materials: \$ 123,492.60

ADMINISTRATIVE

Quantity UOM Price Extended

Indirect Labor & Office Personnel

Senior Project Manager	ST	0.0	Hr	\$	162.00	\$	-
Project Engineer w/ pickup (non-overhead)	ST	160.0	Hr	\$	124.95	\$	19,992.00
Safety/Quality Engineer	ST	0.0	Hr	\$	80.00	\$	-
Document Control Specialist	ST	80.0	Hr	\$	56.00	\$	4,480.00
Project Controls	ST	0.0	Hr	\$	62.00	\$	-

Subtotal - Administrative: \$ 24,472.00

DESIGN / ENGINEERING

Quantity UOM Price Extended

Systems Engineering

Senior Systems Engineer	ST	0.0	Hr	\$	150.00	\$	-
Systems Engineer	ST	0.0	Hr	\$	112.00	\$	-
CADD Technician	ST	0.0	Hr	\$	50.00	\$	-
Manager of CADD	ST	0.0	Hr	\$	50.00	\$	-
Verification Engineer	ST	0.0	Hr	\$	150.00	\$	-

Hardware Engineering

Senior Signal Engineer	ST	76.0	Hr	\$	150.00	\$	11,400.00
Signal Engineer	ST	304.0	Hr	\$	112.00	\$	34,048.00
CADD Technician	ST	228.0	Hr	\$	50.00	\$	11,400.00
Manager of CADD	ST	38.0	Hr	\$	50.00	\$	1,900.00
Verification Engineer	ST	152.0	Hr	\$	150.00	\$	22,800.00

Software Engineering

Senior Signal Engineer	ST	0.0	Hr	\$	150.00	\$	-
Signal Engineer	ST	0.0	Hr	\$	112.00	\$	-
Verification Engineer	ST	0.0	Hr	\$	150.00	\$	-

Communication Engineering

Senior Comm Engineer	ST	0.0	Hr	\$	110.30	\$	-
Comm Engineer	ST	704.0	Hr	\$	67.16	\$	47,281.00
CADD Technician	ST	302.0	Hr	\$	50.00	\$	15,100.00
QA/QC	ST	152.0	Hr	\$	78.48	\$	11,929.00

Subtotal - Design: \$ 155,858.00

UTA - On Call

RMSS-52598-010 - TRAX VHLC Remote Access

Task Order Estimate Worksheet


TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION

5/25/2021

CONSTRUCTION / INSTALLATION / TESTING

	Quantity	UOM	Price	Extended
Construction - General				
Construction Manager ST	0.0	Hr	\$ 105.00	\$ -
Construction Manager OT (40+)	120.0	Hr	\$ 131.25	\$ 15,750.00
Systems Construction Labor ST	360.0	Hr	\$ 95.00	\$ 34,200.00
Systems Construction Labor OT (40+)	0.0	Hr	\$ 118.75	\$ -
Systems Construction Labor DT (Sunday)	0.0	Hr	\$ 166.25	\$ -
Construction - OCS Lineman				
General Lineman Foreman ST	0.0	Hr	\$ 102.36	\$ -
General Lineman Foreman - Nighttime	0.0	Hr	\$ 130.20	\$ -
General Lineman Foreman OT (40+)	0.0	Hr	\$ 144.50	\$ -
General Lineman Foreman DT (Sunday)	0.0	Hr	\$ 163.34	\$ -
Lineman ST	0.0	Hr	\$ 98.72	\$ -
Lineman - Nighttime	0.0	Hr	\$ 114.40	\$ -
Lineman OT (40+)	0.0	Hr	\$ 125.87	\$ -
Lineman DT (Sunday)	0.0	Hr	\$ 141.83	\$ -
All Locations - Testing				
Signal Test Manager	0.0	Hr	\$ 131.00	\$ -
Signal Test Engineer	0.0	Hr	\$ 111.00	\$ -
Signal Test Support	0.0	Hr	\$ 105.00	\$ -
Signal Test Support OT (40+)	0.0	Hr	\$ 131.25	\$ -
Signal Test Support DT (Sunday)	0.0	Hr	\$ 183.75	\$ -

Subtotal - Construction / Install / Testing: \$ 49,950.00
EQUIPMENT

	Quantity	UOM	Price	Extended
Construction				
Pickup Truck	480.0	Hr	\$ 18.00	\$ 8,640.00
Trailer	16.0	Hr	\$ 14.63	\$ 234.00
Mini Ex	16.0	Hr	\$ 52.00	\$ 832.00
Specialty tools	292.0	Hr	\$ 13.00	\$ 3,796.00
OCS Equipment				
Bucket Truck w/ Specialty Tools	0.0	Hr	\$ 60.27	\$ -
Boom Truck	0.0	Hr	\$ 64.80	\$ -
Specialty tools	0.0	Hr	\$ 13.00	\$ -
All Locations - Testing				
Pickup Truck	0.0	Hr	\$ 18.00	\$ -

Subtotal - Equipment: \$ 13,502.00
TRAVEL & PERDIEM

	Quantity	UOM	Price	Extended
Test Engineer - T&E	0.0	Man-weeks	\$ 2,000.00	\$ -
Application & Design	0.0	Man-weeks	\$ 2,000.00	\$ -
Senior PM	0.0	Man-weeks	\$ 2,000.00	\$ -
Comm Engineer	4.0	Man-weeks	\$ 2,000.00	\$ 8,000.00

Subtotal - Travel & Perdiem \$ 8,000.00
OTHER

	Quantity	UOM	Price	Extended
ST&S	1.00	LS	\$ 3,000.00	\$ 3,000.00

Subtotal - Other: \$ 3,000.00

UTA - On Call
RMSS-52598-010 - TRAX VHLC Remote Access
Task Order Estimate Worksheet



TRADE SECRET PROPRIETARY CONTRACTOR INFORMATION

5/25/2021

TOTALS

Subtotal Direct Costs			\$	378,275.00
Fee	12.5%	\$	378,275.00	\$ 47,284.00
Subtotal Costs with Fee			\$	425,559.00
Contingency	10.0%	\$	425,559.00	\$ 42,556.00
Subtotal Cost with Provisional Sum			\$	468,115.00
Bond Premium	0.0%	\$	468,115.00	\$ -
Job Related Insurance	1.0%	\$	468,115.00	\$ 4,681.15
Tax	0.0%	\$	378,275.00	\$ -
TOTAL PRICE - RMSS				\$ 472,796.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Hancock, Director of Capital Construction
 Andrea Pullos, Project Manager

TITLE:

Change Order: Airport TRAX Station Relocation Change Order #15 - Delay Costs and Time Extension (Kiewit Infrastructure West)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute a contract change order and associated disbursements with Kiewit Infrastructure West for the Airport TRAX Station Relocation project in the amount of \$748,693 and extend the contract to November 24, 2021.
BACKGROUND:	In 2018, UTA released a best value procurement for the Airport TRAX Station Relocation project. Bids were received and evaluated, and Kiewit Infrastructure West was awarded the project. This project is a small piece of the larger airport redevelopment project.
DISCUSSION:	During the contract negotiations for the phase 2 construction portion of the TRAX project, it was determined that the access to construct the rail alignment would be delayed for 3 months from September 2020 to December 2020. A 'provisional' cost was placed in the contract for this anticipated 3 months of delay. However, the airport did not give UTA the access needed to start Phase 4 of our project until April 3, 2021. This resulted in an additional 3+ months of delay not covered by the provisional cost amount reserved in the contract. This additional delay created a need to extend the contract and cover the additional contractor delay costs. Due to the complex nature of this project, with multiple contractors working in the same area, and many utilities needing to be moved or relocated, before our work could begin, this project was budgeted knowing that delays were possible. However, the overall delays that have been accrued by the contractor, including this delay change order, are less than 10% of the original construction contract. The delay cost was extrapolated from provisional delay cost which had been negotiated and included in the contract. The cost has been determined to be fair and reasonable.

CONTRACT SUMMARY:	
Contractor Name:	Kiewit Infrastructure West
Contract Number:	18-2705TPC.12
Base Contract Effective Dates:	August 1, 2018 through December 31, 2020.
Extended Contract Dates:	August 1, 2018 through November 24, 2021
Existing Contract Value:	\$15,245,694.96
Amendment Amount:	\$748,693.20
New/Total Amount Contract Value:	\$15,994,388.16
Procurement Method:	Best Value
Funding Sources:	Local UTA Funding
ALTERNATIVES:	If this change order is not approved, it would affect completion of project construction.
FISCAL IMPACT:	This project is included in UTA's approved 2021 Capital budget.
ATTACHMENTS:	1) Change order form 2) Original contract included in 8/7/2019 Board packet - linked here https://rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/August/517583.ashx?la=en

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



CHANGE ORDER

No. 15

TITLE: Delay Costs and Time Extension
 PROJECT/CODE: MSP124 - Airport Station Relocation
 TO: Kiewit Infrastructure West
 ATTN: Stan Driver

DATE: 5/21/2021
 This is a change order to
 CONTRACT No: 18-2705TP

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

This change order reflects the costs associated with not having access to the Phase 4 area (most of the ballasted track) as scheduled as well as some phase 3 work that had to be pushed to phase 4. Change order 10 extended the Kiewit contract by 31 days to 8/13/2021 due to them not being able to access the area during the demolition of the parking garage. The cost of the delays were not included in the change order at that time. The costs for the delay from CO 10 are reflected in this change order. Due to access issues, all the construction activity in the area of the ballasted track and the delayed removal of a myriad of utilities which crossed the new alignment, the phase 4 alignment was not available until April 3, 2021. It was originally planned to be available September 15, 2020 but prior to the contract being executed it was planned to be available December 15, 2020. This 3 ½ month delay has pushed the project back to a finish date of November 24, 2021 (103 days) which includes delays associated with additional insulator work Kiewit subs will be doing for UTA Systems (change order 13 (time was not included in this change order)).

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$748,693	Original Contract Sum:	\$14,705,521	Final Completion Date Prior to This Change:	8/13/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$540,172	Contract Time Change This Change Order (Calendar Days):	103
Cost Plus:	-	Previous Project Total:	\$15,245,693	Final Completion Date as of This Change Order:	12/24/2021
Total:	\$748,693	Net Change This Change Order:	\$748,693		
		Current Project Total:	\$15,994,386		

ACCEPTED:

By: _____
 Date: _____

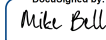
Stan Driver
 Kiewit Infrastructure West

By: _____
 Date: _____
 Andrea Pullos
 Project Manager <\$10,000

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

By: _____
 Date: _____
 Mary DeLoretto
 Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Brian Motes
 Procurement

By: 
 Date: 6/24/2021
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2705TP KIW
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$14,705,521	
1	8/7/2019	\$0	\$14,705,521	Phase 2 Construction Services Amendment
2	4/17/2020	\$41,148	\$14,746,669	Office Trailer
3	4/17/2020	\$9,287	\$14,755,956	Contaminated Soil Testing and Project Delay Costs
4	5/15/2020	\$111,687	\$14,867,643	PCO-001 - Wall/Fence Revisions from IFC Drawings
5	6/19/2020	\$81,674	\$14,949,317	Temporary Platform Work and Underdrain Section Changes
6	7/17/2020	\$28,656	\$14,977,973	PCOs 7-9 Changes to comm. layout, correct sub markup and fencing credit
7	8/21/2020	\$3,970	\$14,981,943	Temporary Restroom Power
8	9/18/2020	\$14,486	\$14,996,429	Temporary Platform Additional Unplanned Work
9	10/16/2020	\$30,645	\$15,027,074	Unknown Utilities Discovered under Canopy A Footings
10	11/20/2020	\$132,444	\$15,159,518	Various Scope Modifications for PCOs 13-16 and Time Extension
11	12/18/2020	(\$72,009)	\$15,087,509	Credit for UTA Flagging
12	2/19/2021	\$102,876	\$15,190,385	Phase 4 Drainage and Grading
13	4/16/2021	\$102,558	\$15,292,943	Various Scope Modifications for PCO-019-021
14	5/21/2021	(\$47,250)	\$15,245,693	Wolff Drainage Credit
Total to Date		\$ 540,172		



Kiewit

April 4, 2020

Letter #018

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Attention: Andrea Pullos
 Project Manager

RE: Direction to Proceed with Phase 4 Guideway, Airport Station Relocation #18-2705TP

Subject: Phase 4 Delay

Dear Andrea,

We have reviewed your letter from earlier today and understand this to be written Direction or Authorization to Proceed (DAP), as that term is used in the Contract with Phase 4 guideway work. It is our intention to start the guideway work 5 April 2021. In compliance with Article 7.2 of our Contract we have detailed the cost and schedule impacts of the Phase 4 delay.

Time Delay

We have attached our P-6 schedule update from our March month end report. Final Acceptance is now scheduled to be 24 November 2021. The Phase 4 delay is the period of 15 December 2020 to 3 April 2021.

- Phase 3 Utility and Footings Delay 25 CD
- Phase 4 Utility Delay 109 CD
- Total Project Delay 134 CD

Kiewit requests a total of 134 CD be added to the initial time of completion.

Cost Impact

Consistent with your letter and terms of the Contract we agree that the phase 4 delay can be addressed the same way that the delay from September to December was handled by utilizing Bid Item 3.1. Based upon the hierarchy of price adjustment methods in Article 7.6, the use of Bid Item 3.1 is the appropriate method to establish the price adjustment.

Kiewit request 123 days of delay based upon the unit price of item 3.1.

$(123 \text{ Days} \times \$5,071.81/\text{Day}) \times 20.015\% \text{ markup} = \$748,693.20$

This cost impact includes the Phase 3 work shifted to Phase 4 as discussed in executed Change Order 10 as well as the Phase 4 Utility Delay.



Kiewit

The Contract anticipates that Contract adjustments in time and price due to changes be resolved and negotiated prior to the work and failing that the parties “continue to negotiate in good faith to resolve outstanding issues expeditiously.” We do not believe there is or should be any real dispute about the above requested adjustments and would appreciate an expeditious response. We appreciate your letter of direction and look forward to bringing this matter to closure.

Sincerely,

Jim Holmes, Project Manager

Kiewit Infrastructure West Co.

P: (801) 216-3200 C: (602) 723-1761 E: james.holmes@kiewit.com

Kiewit Infrastructure West Co.

9815 South Monroe Street Suite 100
 Sandy, UT 84070
 Project Name: SLCA Station Relocation
 Project No: 18-2705TP
 EXHIBIT A - Estimate



PCO-022 - Phase 4 Delay									
#	Description	C E-(TO) Qty	C E-UOM	Labor	Construction Equipment (Owned)	Construction Equipment (Rented)	Materials & Supplies	Subcontract	Total
	PCO-021 - Phase 4 Delay - TRO and Indirects Cost Breakdown	123.0	DAYS	\$623,833.02	\$0.00	\$0.00	\$0.00	\$0.00	\$623,833.02
	Phase 3 & 4 Provisional Sum	123.0	DAYS	\$623,833.02	\$0.00	\$0.00	\$0.00	\$0.00	\$623,833.02
1	Phase 3 Utility and Footings Delay	14.0	DAYS	\$ 71,005.38	\$0.00	\$0.00	\$0.00	\$0.00	\$71,005.38
2	Phase 4 Delay (12/15/2020 - 4/3/2021) Provisional Sum	109.0	DAYS	\$ 552,827.64	\$0.00	\$0.00	\$0.00	\$0.00	\$552,827.64
	Subtotal			\$ 623,833.02	\$0.00	\$0.00	\$0.00	\$0.00	\$ 623,833.02
			Markup %	20.015%	20.015%	20.015%	20.015%	20.015%	
			Markup Value	\$124,860.18	\$0.00	\$0.00	\$0.00	\$0.00	\$124,860.18
	Grand Total			\$748,693.20	\$0.00	\$0.00	\$0.00	\$0.00	\$748,693.20

Analysis of Delay Change Order Request
MSP124 Airport Relocation Project

Kiewit

June 4, 2021

Cost Review

Phase 4 of the airport TRAX project is the construction of approximately 800' of ballasted track. This area is/was full of utilities and was planned to be the last area cleared by airport contractors prior to Kiewit beginning construction in the phase. During design this area was planned to be cleared by the airport by September 15, 2020.

During the original contract negotiations for this project UTA was told by the airport that UTA would not have access to the Phase 4 area until November 15, 2020. A 3 month delay cost was included in the contract as a provisional cost. It was placed as provisional in the hopes it would not be needed and/or that they would hit the November date.

The provisional items included the following:

1. Phase 4 Delay (9/15-12/15)
2. Winter Heating
3. Temporary Storm Drain

Kiewit sent notice to UTA that they would not be able to begin phase 4 November 18, 2020.

In October of 2020 UTA began weekly update meetings with Kiewit and HD and SLC to have a better feel of how the airport was progressing to know when we would get access.

By March we still did not have access so a change order was needed.

Discussions began in February on how it should be cost out.

Since the original delay in the contract was vetted it was determined that it was a valid number for the delay. Item 1 above was divided by the number of days in the original contract (90) and a daily cost was determined. That daily cost was then used to calculate the cost of the actual delay.

The alignment was available April 3, 2021 and work began April 5, 2021 on Phase 4. The cost for the delay is for \$748,693.20.

The costs associated with the delay are:

- Full time Project Manager, Superintendent, and Project Engineer
- Part time Quality Manager, Safety/Maintenance, Business Manager, Payroll, Accounts Payable, Scheduler
- SWPPP
- Staff sub/moves/support
- Access/laydown impacts

Mitigation Review

During the delay there were bits and pieces of the Phase 4 area that Kiewit could possibly have worked in. These areas were very small, 50' here and there. However, with the HD crews working in the area access to Phase 4 was very limited. Access to the platform and other areas were extremely limited. Working on these small areas was not feasible, and as we later found out, the utilities HD thought had been cleared out were not actually dead and removed. Trying to start the work in this area just was not a possibility. One example is the deep sewer that HD installed. They installed it in January, but then found a leak and had to dig it up again in February. The deep sewer goes under the track.

Schedule Review

Looking into the schedule I had hoped that we could catch up on some time. But as the schedule was investigated and the tasks for Phase 4 reviewed it was determined it is not possible to catch up on time. The work in Phase 4 is built consecutively...excavation must be completed before you can begin the duct work which needs to be out of the way to build the underdrain since it is such a tight space. Kiewit is able to begin duct work on one end and drainage on the other, however, there is a point where this doesn't work. Once those are complete wall construction may begin. Walls need to be installed before the ballast and the rail can be placed. So the original time planned for the construction of Phase 4 did not change, it just shifted the 3.5 months.

The other obstacle in this area is all the construction work in the area and access. If we had had access 3 months earlier, HD would not be working and trying to build the road. This is making a very tight area even tighter to work in with less lay down/storage areas than originally planned. Kiewit is currently working through these issues and progressing on the new schedule.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Hancock, Director of Capital Construction
 Andrea Pullos, Project Manager

TITLE:

Change Order: Ogden/WSU Bus Rapid Transit (BRT) Construction Change Order #4 - Change to Titan Concrete Mix (Stacy & Witbeck, Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve and authorize Executive Director to execute a contract change order and associated disbursements with Stacy & Witbeck Inc. in the amount of \$248,604
BACKGROUND:	In 2019, UTA released a best value procurement for the Ogden/WSU Bus Rapid Transit (BRT) CM/GC project. Bids were received and evaluated, and Stacy & Witbeck Inc. was awarded the project. An amendment to the project was awarded March 19, 2021 for the construction of the project.
DISCUSSION:	During the design phase of this project, Weber State University requested a concrete mix design that is less susceptible to spawling and cracking be included in the project. UTA agreed to include this concrete mix design as part of the federally funded project. However, when plans were finalized, and costs negotiated, this special concrete mix was not included in the final design as agreed upon. This change order is for the additional costs associated with placing the more robust Titan concrete mix on campus as was agreed upon with Weber State University.
CONTRACT SUMMARY:	
Contractor Name:	Stacy & Witbeck Inc
Contract Number:	19-03114-3
Base Contract Effective Dates:	December 23, 2019 - October 9, 2023
Extended Contract Dates:	NA
Existing Contract Value:	\$61,651,901

Amendment Amount:	\$248,604
New/Total Amount Contract Value:	\$61,900,505
Procurement Method:	Best Value
Funding Sources:	FTA, UTA, and Partner Funding
ALTERNATIVES:	<ul style="list-style-type: none"> • No other concrete types available have the same characteristics as this mix. • If regular concrete is placed on WSU campus, salt/snow melt could not be used on the concrete for a year.
FISCAL IMPACT:	This project is included in the UTA 2021 Capital Budget and the 5-Year Capital Plan.
ATTACHMENTS:	1) Change order form 2) Original contract approved by board on 12/18/2019 - packet linked here: https://rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/December/2019_1218_Packet_Board_Meeting.ashx?la=en

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



CHANGE ORDER
 No. 4

TITLE: Change to Titan Concrete Mix DATE: 6/18/2021
 PROJECT/CODE: MSP185 - Ogden-WSU BRT/Weber Intermodal This is a change order to CONTRACT No: 19-3114BM
 TO: Stacy and Witbeck, Inc.
 ATTN: Keith Tarkalson

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

Weber State University had requested all sidewalks on campus use a 'Titan' mix per their standard specifications. This mix allows for the campus to put salt/snow melt on the concrete without waiting a year. This was requested during design but unfortunately not included in the original bid. This change order for \$248,604.00 is for the difference in cost of the concrete as well as the additional finishers required to install it.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$248,604	Original Contract Sum:	\$61,572,136	Final Completion Date Prior to This Change:	10/9/2023
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$79,765	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$61,651,901	Final Completion Date as of This Change Order:	10/9/2023
Total:	\$248,604	Net Change This Change Order:	\$248,604		
		Current Project Total:	\$61,900,505		

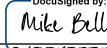
ACCEPTED:
 By: _____
 Date: _____
 Keith Tarkalson
 Stacy and Witbeck, Inc.

By: _____
 Date: _____
 Andrea Pullos
 Project Manager <\$10,000

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

By: _____
 Date: _____
 Mary DeLoretto
 Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Brian Motes
 Procurement

By: 
 Date: 6/25/2021
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	19-3114BM SWI
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$61,572,136	
1	11/20/2020	\$0	\$61,572,136	Ogden BRT Phase 2 Early Utility Work and Demolition
2	3/19/2021	\$0	\$61,572,136	Phase II Construction Services Amendment
3	5/21/2021	\$79,765	\$61,651,901	25th and Washington Ogden City Water Line
Total to Date		\$ 79,765		



May 21, 2021

SWI Change Order Request 003

Andrea Pullos
Project Manager
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: Ogden WSU BRT Project
UTA Contract No.: 19-3114BM
RFI 041 – Titan Concrete Mix
Submittal 063 – 4000 PSI UDOT AA(AE) & AA(P) 7.5 Bag Mix Design

Subject: Change to Titan Mix @ WSU Campus

Dear Andrea,

We are pleased to provide the attached cost estimate to upgrade prescribed areas of flatwork on WSU campus to Staker Parson's Titan Mix. The attached RFI 041 response includes drawings that detail the limits of this change. We are requesting a change order in the amount of **\$248,604.00 and 0 additional days**.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,
Stacy and Witbeck, Inc.

Maverick Gibbons
Construction Manager

Stacy & Witbeck, Inc.
 1574-PCO-027 UTA Ogden-WSU BRT PCO 027 - TITAN MIX
 Steve Smith, SS

ESTIMATE SUMMARY (COSTS)

Bid #	Engr Bid#	Quantity Unit	Manhrs /Unit	Direct Labor	Perm Matl	Constr Matl	Equip-Ment	Sub-Contr	Direct Total	Indirect Charge	Total Cost	Biditem U. Cost
10000	1	1.000	LS					207,558	207,558	41,046	248,604	248,604.01
Change to Titan Mix @ WSU Campus												
TOTALS:								207,558	207,558	41,046	248,604	
PROJECT INDIRECTS						41,046			41,046			
QC & QA (Incl Staff)						5,708			5,708			
Insurance Deductables						1,342			1,342			
Insurance						3,356			3,356			
Bonds						3,692			3,692			
Risk (4%)						8,302			8,302			
CMGC Fee (7.5%)						18,645			18,645			
INDIRECT TOTALS:						41,046			41,046			
COST TOTALS				====>		41,045		207,558	248,604		248,604	

----- ESTIMATE NOTES: -----

Bid Date: 01/01/2021 Owner: Engineering Firm: Parsons Transportation Group
 Estimator-In-Charge: MM HoldAcct= N Subitems= N NonAdd= N

** in front of the Biditem indicates a Non-Additive item
 Last Summary on 05/21/2021 at 3:51 PM.
 Last Spread on 05/21/2021 at 3:51 PM.



170 South 1200 West
 North Salt Lake, Utah 84054
 (801) 280-1232
 (801) 280-6423 Fax

PROJECT:

COR #

DATE:

JUSTIFICATION:

	Qty	Unit	Unit Price	Total
1 Cost increase to Titan w/ mesh over originally mix				
Concrete	1,520	CY	\$ 65.50	\$ 99,560.00
2 Additional Finishers - 231.25 pours X 2 additional finisher X 4 hrs/pour X 50.55 \$/hr				
2021 Labor	1,850	HR	\$ 50.55	\$ 93,517.50

Subtotal	\$ 193,078
Mark-up and Overhead 7.5%	\$ 14,481
Total	\$ 207,558



Company: UTA
 Contract #: 1903114
 Address: 669 West 200 South
 Salt Lake City, UT 84101
 Title: Titan Concrete Mix

RFI Type: Designer RFI
 Issue Id: MSP185-RFI0041
 CDRL: N/A

Project:	MSP185 - Ogden-WSU BRT/Weber Intermodal	Action Item ID:	MSP185-RFI0041-A001
Reference Drawing/Specification:		Status:	Open
Submittal 063		Importance:	High
Originator:	Kat Acero	Date Opened:	5/6/2021
To:	Greg Thorpe (HNTB),Andrea Pullos,Jason Phillips,Chris Price,Chad Downs	Due Date:	5/8/2021
CC:	Greg Thorpe,Matthew Carter,Hans Hubrich,Katrina Kalafatis	Date Closed:	
		Completed:	5/11/2021
RFI Description:		Days Open:	6

Per the Submittal 063 Response (attached), Chad Downs with WSU asked the designers to verify that the concrete mix that had been submitted was comparable to Staker Parson's Titan Mix, which is the standard mix design used for flat work on campus. The mix designs that had been submitted are not comparable to the Titan mix that WSU is requesting.

SWI & Design propose using the Titan Mix for flat work at the WSU Campus in the areas highlighted in the attached exhibit.

Please confirm.

The estimated ROM is \$150,000.00 - \$200,000.00.

Action Requested
 For Formal Response

Designer Response: Statement of No Objection with Comments
Description of Response:

See attachment from Chris Price of Titan Mix Limits. Titan mix agreed to be used within the busway in Central Campus and not used outside Central Campus where UTA is responsible for long-term maintenance of pavement.

ACTION TAKEN:	Statement of No Objection with Comments	
Andrea Pullos	05/11/21 07:53 AM	
Name (Print)	Date	
Project Manager		Andrea Pullos
Title		Signature

Completed by Reviewer				Completed by Designer/Contractor			Completed by UTA or during Comment Resolution Meeting			
Comment No	Sheet/Page No	Comment	Reviewer	Response Code	Response Action	Responder	Disposition Code	Disposition Date	Disposition Notes	Disposition User
1	RD-01, RD-02	Per discussion at the segment meeting on 05/06/21, Titan mix will be used in flatwork areas within the WSU campus and within the busway in the central campus area in areas with anticipated pedestrian activity. Titan mix will not be used within the busway in areas outside Central Campus where UTA is responsible for long-term maintenance of pavement. This information and limits were reviewed in the meeting on 5/6/21 and the limits have been updated to reflect the outcome of that discussion. The final agreed upon limits of Titan Mix are attached in the figure Titan_Mix_Limits_RFI_0041_20210510.pdf	Chris Price 5/10/2021 3:11:32 PM							



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Hancock, Director of Capital Construction
 Andrea Pullos, Project Manager

TITLE:

Change Order: Ogden/WSU Bus Rapid Transit (BRT) Construction Support Change Order #12 - Additional Design Services and Time Extension (Jacobs Engineering Group, Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve change order and authorize the Executive Director to execute a contract change order and associated disbursements with Jacobs Engineering Group Inc in the amount of \$433,421.00, including a time extension to May 1, 2023.
BACKGROUND:	In 2019, UTA released a RFQu procurement for the design of the Ogden/WSU Bus Rapid Transit (BRT) project. Bids were received and evaluated, and Jacobs Engineering Group Inc. was awarded the project. The contract was approved by the board on 7/31/2019.
DISCUSSION:	During original negotiations for the design of the project, construction support services were not included in the contract. Following final design there were some funds left in the project to assist with the construction support services but only enough for 6 months. This change order will allow the designer to support the construction team and assist with field issues and right of way needs that will arise during construction. The amount will cover the remaining portion of the project needs. This change order is for the additional costs and time associated with construction support services through the duration of the project.
CONTRACT SUMMARY:	
Contractor Name:	Jacobs Engineering Group Inc.
Contract Number:	18-02925
Base Contract Effective Dates:	August 1, 2019
Extended Contract Dates:	May 1, 2023

Existing Contract Value:	\$7,445,350
Amendment Amount:	\$433,421.00
New/Total Amount Contract Value:	\$7,878,771
Procurement Method:	RFQu (best qualified with fair and reasonable price)
Funding Sources:	FTA, UTA, and Partner Funding
ALTERNATIVES:	Not use the Designer for construction services, however, we would lose a lot of institutional knowledge and information pertaining to the project.
FISCAL IMPACT:	This project is included in the 2021 Capital Budget and in the 5-Year Capital Plan
ATTACHMENTS:	1) Change order form 2) Original contract approved on 7/31/2019, packet linked here: https://rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/July/2019_0731_Packet_Board_Meeting.ashx?la=en

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



CHANGE ORDER
 No. 12

TITLE: Additional Design Services During Construction
 PROJECT/CODE: MSP185 - Ogden-WSU BRT/Weber Intermodal
 TO: Jacobs Engineering, Inc.
 ATTN: Troy Sieglitz

DATE: 6/18/2021
 This is a change order to
 CONTRACT No: 18-02925BM

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

The original contract did not include construction support. While there were some savings in the design fee which have been used for the design services during construction, additional funds are needed to finish out the project helping with construction issues, cultural resources discovered during construction and right of way issues. The reason for this change is due in part to the construction schedule being one year longer than originally assumed, and a larger role associated with transition of management changes for UTA and the Program Management team (WSP to HNTB). This change order also includes a time extension from 12/31/2022 to 5/31/2023.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$433,421	Original Contract Sum:	\$6,693,519	Final Completion Date Prior to This Change:	12/31/2022
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$751,831	Contract Time Change This Change Order (Calendar Days):	161
Cost Plus:	-	Previous Project Total:	\$7,445,350	Final Completion Date as of This Change Order:	5/31/2023
Total:	\$433,421	Net Change This Change Order:	\$433,421		
		Current Project Total:	\$7,878,771		

ACCEPTED:

By: _____
 Date: _____

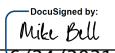
Troy Sieglitz
 Jacobs Engineering, Inc.

By: _____
 Date: _____
 Andrea Pullos
 Project Manager <\$10,000

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

By: _____
 Date: _____
 Mary DeLoretto
 Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Brian Motes
 Procurement

By: 
 Date: 6/24/2021
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-02925BM JAC
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$6,693,519	
1	5/15/2020	\$94,912	\$6,788,431	Additional Design Services
2	6/19/2020	\$62,961	\$6,851,392	Additional Field Surveying Services
3	6/19/2020	\$119,816	\$6,971,208	Additional Design Services - for Harrison Blvd Revised Typical Section
4	6/19/2020	\$65,000	\$7,036,208	Additional Design Services - SUE Horizontal Utility Locating
5	7/17/2020	\$33,097	\$7,069,305	Additional Design Services for Change in Station Canopy Type
6	9/18/2020	\$4,007	\$7,073,312	Archeological and Architectural resources survey
7	12/18/2020	\$98,069	\$7,171,381	Additional Services - increased number of ROW acquisition deeds and construction staking for early BOR work
8	12/18/2020	\$141,626	\$7,313,007	Additional Design Services: Ogden City Water and Sewer Lines; Ogden Intermodal Center
9	12/18/2020	\$82,414	\$7,395,421	Additional Design Services: WSU Renderings, ROW coordination and Central Campus and Browning Center and Evaluate Existing Pavement at Two Locations
10	2/19/2021	\$19,984	\$7,415,405	
11	4/16/2021	\$29,945	\$7,445,350	Develop additional fly through renderings
Total to Date		\$ 751,831		



June 14, 2021

Janelle Robertson
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Project Name: Ogden-BRT Final Design
Project Number: Contract No. 18-02925

Subject: Additional Services: Design Services During Construction, Program Management transition support, Submittal Reviews, Parcel Staking and Cultural Discoveries

Dear Janelle

Jacobs is requesting a contract modification for additional Design During Construction Services. This change is based on primarily two things: the construction schedule being one year longer than originally assumed, and a larger role associated with transition of management changes for UTA and the Program Management team (WSP to HNTB). Two other minor additions included are for evaluating impacts and mitigation for cultural resources that are encountered during construction and for staking proposed right of way and easement lines as requested by property owners.

Scope description associated with of one year longer construction schedule and program management support

- Additional 12 months of project management activities for design team members (coordination, invoicing)
- Additional 12 months of weekly one-hour construction coordination meetings with stakeholders (Ogden City/UDOT meeting and WSU meeting). Online attendance for Segment Leads, in person for Design Manager.
- Additional 12 months of weekly 90-minute project management meetings with UTA/SWI/HNTB/Jacobs leadership team. Assume online meetings, no travel.
- Submittal review and coordination with stakeholders and design to obtain timely comments/approval. Includes weekly submittal status/coordination meeting with SWI and HNTB. Comments, reviews and approvals will be managed through UTA's IPCS document control system.
- Weekly site visits with UTA/HNTB and SWI to review/resolve current "hot" issues. Site meetings will occur same day as construction coordination meetings (no additional travel)

Discovery of archeological/cultural elements during construction.

- Assume elements at five locations will be discovered
- Visit site to photograph and document discovery.
- Coordinate with UTA, SHPO and FTA regarding historical significance and if mitigation measures are required. Develop mitigation plan.
- Prepare summary/report for discovered element.

- Designers will evaluate and determine if it is feasible to revise the design in order to protect in place the discovered element or if it requires removal. Designer will produce memoranda summarizing evaluation and results. If design revisions are needed, design effort is included in DSDC hours.

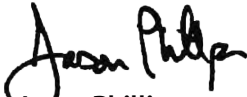
Staking proposed right of way and easement lines.

- During ROW negotiation it is anticipated some property owners will request the limits of acquisitions to be identified in the field (assume 10 parcels).

The specific tasks, work hour estimate and design cost for this work is presented in the attached work hour cost estimate. The level of effort for DSDC is an estimate is unknown and based on circumstances during construction. If the assumed estimated hours are inadequate, additional hours can be added via a contract modification.

Let me know if you have any questions and I appreciate your consideration of this request.

Thank you



Jason Phillips

Project Manager

Jason.phillips@jacobs.com

801-918-6760

Ogden WSU BRT Final Design (Contract No. 18-02925)

Design Services During Construction, Program Management transition support, Submittal Reviews, Parcel Staking and Cultural Discoveries (Design Team)

Loaded Rate:	Projectwide	WSU Segment		Harrison Segment		Ogden City Segment		Stations	Structures	Utilities
	Design Manager	Segment Lead	Staff Support	Segment Lead	Staff Support	Segment Lead	Staff Support			
	\$271.00	\$170.50	\$133.00	\$205.00	\$150.00	\$210.00	\$132.00	\$125.00	\$151.00	\$138.00
Task Description										
Project Management for additional 52 weeks (coordination, invoicing, etc..)	24	12		12		12		12	12	12
Additional Weekly Const Coord meeting with Stakeholders (assume 52 weeks) (In person for DM plus drive time; on line for Seg Leads)	208	52		52		52				
Additional UTA/SWI/Jacobs/HNTB weekly management meetings (assume 52 additional weeks (90 minute meetings))	78									
Weekly Submittal review meetings (8 months 1 hr; 12 months 30 min)	58									
Submittal Review and response	100	80	120	80	120	80	120	300	120	80
Weekly Site Visit between Stakeholder construction coord meetings (156 weeks)	228									
Cultural Site Discovery (assume 5 locations)										
Documentation, avoidance evaluation, justification to remain in place	15									
Subtotal Hours	711	144	120	144	120	144	120	312	132	92
Subtotal Cost	\$192,681	\$24,552	\$15,960	\$29,520	\$18,000	\$30,240	\$15,840	\$39,000	\$19,932	\$12,696
Total Hours	2039									
Total Labor Cost	\$398,421									
Psomas: ROW staking (assume 10 properties)	\$20,000									
CERTUS: Cultural Site Discoveries (assume 5 locations)	\$15,000									
TOTAL	\$433,421									



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales

TITLE:

Fare Contract: Special Events Pass Agreement Modification No. 1 (University of Utah)

AGENDA ITEM TYPE:	Service or Fare Approval
RECOMMENDATION:	Approve Modification No. 1 to the University of Utah Special Events Pass Agreement
BACKGROUND:	<p>In July 2017, the University of Utah (“U of U”) and the Utah Transit Authority (“UTA”) entered into a Special Events Pass Agreement. The term of the Special Events Agreement (“Agreement”) commenced on August 1, 2017 and is due to expire on July 31, 2021. The Agreement allows tickets to an authorized event to be considered a transit pass accepted as fare payment on UTA Services on the day of the event. The list of “Authorized Special Events” is contained in the original Agreement. The total value of the four-year contract is \$1,200,000 or \$300,000 per contract year. Due to the ongoing global pandemic, University athletic events/games and special events were cancelled, postponed, or closed off to fans attending. To account for the unforeseen circumstances of the pandemic, the billing under the Agreement for the 2020-21 Contract Year was suspended and the fees for the 2020-21 Contract Year were waived by UTA. The U of U and UTA now desire to extend the term of the Agreement for one additional year through July 31, 2022.</p>

DISCUSSION: In the spirit of partnership, the U of U and UTA staff propose modification no.1 to extend the term of the Agreement for one additional year and to include certain additional "Authorized Special Events" occurring in 2021 within the extension coverage. The one-year extension will begin on August 1, 2021 and will expire on July 31, 2022. The base purchase price will remain at \$300,000 per year and will be due in two installments. If COVID-19 related conditions persist and do not allow for spectators to attend games and events, the base amount for the 2021-22 contract year may be adjusted. To effectively monitor and evaluate the status of ridership, the U of U and UTA agree to confer and re-evaluate on two separate occasions during the 2021-22 contract year. The first evaluation will occur prior to November 1, 2021 with the re-evaluated payment due on December 1, 2021. The second evaluation will occur just prior to April 1, 2022 with the re-evaluated payment due on May 1, 2022. In addition, under contract modification no. 1, the U of U and UTA agree to suspend the billing of the base price and any other amounts payable by the U of U under the Agreement for the 2020-21 Contract Year, due to the global pandemic.

CONTRACT SUMMARY:

Contractor Name:	University of Utah																		
Contract Number:	No. 17-2322JH																		
Base Contract Effective Dates:	August 1, 2017 through July 31, 2021																		
Extended Contract Dates:	August 1, 2021 through July 31, 2022																		
Existing Contract Value:	\$1,200,000																		
Amendment Amount:	\$300,000																		
New/Total Amount Contract Value:	Total Contact Value: \$1,200,000 Contract No. 17-2322JH existing value is \$1,200,000. However, due to the impact of COVID, parties mutually agreed to suspend the base price for the contract year 2020 -21. The value of Modification 1 for 2021-22 is \$300,000.																		
	<table border="1"> <thead> <tr> <th>Contract</th> <th>Year</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>No. 17-2322JH</td> <td>2017-18</td> <td>\$300,000</td> </tr> <tr> <td>No. 17-2322JH</td> <td>2018-19</td> <td>\$300,000</td> </tr> <tr> <td>No. 17-2322JH</td> <td>2019-20</td> <td>\$300,000</td> </tr> <tr> <td>No. 17-2322JH</td> <td>2020-21</td> <td>-</td> </tr> <tr> <td>Modification 1</td> <td>2021-22</td> <td>\$300,000</td> </tr> </tbody> </table>	Contract	Year	Value	No. 17-2322JH	2017-18	\$300,000	No. 17-2322JH	2018-19	\$300,000	No. 17-2322JH	2019-20	\$300,000	No. 17-2322JH	2020-21	-	Modification 1	2021-22	\$300,000
Contract	Year	Value																	
No. 17-2322JH	2017-18	\$300,000																	
No. 17-2322JH	2018-19	\$300,000																	
No. 17-2322JH	2019-20	\$300,000																	
No. 17-2322JH	2020-21	-																	
Modification 1	2021-22	\$300,000																	
Procurement Method:	NA																		
Funding Sources:	NA																		
ALTERNATIVES:	1. Not approve the amendment and renegotiate a new contract price and term 2. Not approve the amendment and forgo revenue																		
FISCAL IMPACT:	The value of Modification 1 for 2021-22 is \$300,000. This revenue was anticipated in the adopted 2021 budget																		
ATTACHMENTS:	1) Modification 1 2) Original Contract																		

Modification No. 1
to
SPECIAL EVENTS PASS AGREEMENT

This Modification No. 1 to Special Events Pass Agreement (this “**Amendment**”) is entered into as of April 14, 2021 (the “**Amendment Effective Date**”) by and between the University of Utah, a body politic and corporate of the State of Utah (“**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). University and UTA are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and UTA agree as follows:

Purpose: The purpose of this Amendment is to document modifications to that certain Special Events Pass Agreement between the University and UTA entered into as of August 1, 2017 (UTA Contract No.17-2322JH) (the “**Agreement**”), including an extension of the term of the Agreement for one additional year through July 31, 2022.

Background: The term of the Agreement commenced on August 1, 2017 and is due to expire on July 31, 2021. The Agreement allows tickets to an Authorized Special Event to be considered a Special Event Transit Pass accepted as fare under the terms of the Agreement. The Authorized Special Events are identified in the Agreement.

Each year the term of the Agreement runs from August 1st through July 31st (each, a “**Contract Year**”). The Agreement provides that on or before October 31 of each Contract Year, including on October 31, 2020, the University shall pay UTA the amount of \$300,000 (“**Base Price**”).

Due to the global pandemic in 2020, and that is continuing into 2021, University athletic events/games and special events were cancelled, postponed, or closed off to fans attending. To account for the unforeseen circumstances of the pandemic, the billing under the Agreement for the 2020-21 Contract Year was suspended and the fees for the 2020-21 Contract Year were waived by UTA.

The Parties now desire to extend the term of the Agreement for one additional year through July 31, 2022, and to make certain other modifications to the Agreement, with the proviso that should pandemic conditions persist which prevent attendance by spectators at games and events, the Base Price payment for the 2021-22 Contract Year shall be adjusted downward or suspended or waived by mutual agreement of the Parties, all as more specifically provided for below.

Summary and Confirmation of Adjustment: The Parties hereby confirm the suspension of billing and waiver of the Base Price and any other amounts fees payable by the University under the Agreement for the 2020-21 Contract Year, due to the global pandemic.

The Parties also agree that the term of the Agreement is hereby extended for one additional year. This one-year extension will begin on August 1, 2021 and will expire on July 31, 2022. The base price for this one-year extension shall be \$300,000. Subject to the provisions of the next paragraph, the Base Price for the 2021-22 Contract Year is due and payable by University in two

equal installments, the first installment due on or before December 1, 2021 and the second installment due on or before May 1, 2022. In addition to the Authorized Special Events described in the Agreement, these payments will also cover the Red - White Game held on April 17, 2021, Supercross events held on April 24, 2021 and on May 1, 2021, as well as the Garth Brooks Concert taking place on July 17, 2021 (which, for purposes of this Amendment, are deemed Authorized Special Events for the 2021-22 Contract Year even though they are scheduled to occur during the 2020-2021 Contract Year).

If COVID-19 related conditions persist and do not allow for spectators to attend games and events, the Base Price amount of \$300,000.00 for the 2021-22 Contract Year as described in the paragraph immediately above (payable in two equal installments) shall be subject to downward adjustment, suspension, or waiver depending on the number of Authorized Special Events which allow for attendance by spectators and the number of spectators allowed to attend. To effectively monitor and evaluate the status of ridership, University and UTA agree to confer and re-evaluate on two separate occasions during the 2021-22 Contract Year. The first evaluation will occur just prior to November 1, 2021 with the re-evaluated payment due on December 1, 2021. The second evaluation will occur just prior to April 1, 2022 with the re-evaluated payment due on May 1, 2022. Each evaluation will determine the amount fairly owed by the University for the respective time periods and whether the Agreement should be extended and at what cost to the University for academic year 2022-23.

Miscellaneous: All capitalized terms used and not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement. This Amendment shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Amendment may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Amendment delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

UNIVERSITY OF UTAH

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name:

Title:

Title: _____

By: _____ Date: _____

Name:

Title:

Approved as to Form:

DocuSigned by:

Mike Bell

70E33A415BA44F6...

Michael Bell

Assistant Attorney General
Counsel for UTA

SPECIAL EVENTS PASS AGREEMENT

This Special Events Pass Agreement (“**Agreement**”) is entered into as of August 1, 2017, by and between the University of Utah, a body politic and corporate of the State of Utah (the “**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). The University 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, the University sponsors on-campus sporting events and other special events from time to time;

WHEREAS, the University desires to purchase transit passes for individuals attending certain pre-defined special events using UTA’s transit system; and

WHEREAS, the parties desire to establish a four year special events program (the “**Special Events Program**”), whereby the UTA recognizes the University’s special event tickets as fare on its transit system pursuant to the terms and conditions set forth herein.

AGREEMENT

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

1. Special Events Program. The parties agree to establish a Special Events Program whereby UTA recognizes tickets to certain special events as fare on its transit system.
2. Authorized Special Events. Authorized special events (“**Authorized Special Event(s)**”) shall include events identified in **Exhibit A** or other mutually agreed upon special events hosted by the University,
3. Special Events Transit Pass. A ticket to an Authorized Special Event shall be considered to be a Special Event Transit Pass accepted as fare under the terms of this Agreement when it is: (1) printed with the UTA logo, which UTA logo is attached hereto as **Exhibit B** (the “**UTA Logo**”); (2) used for fare on the same day as the Authorized Special Event; and (3) used for admission to an Authorized Special Event that appears on Exhibit A. The Special Event Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, FrontRunner Commuter Rail Routes, and Express Bus Routes on the day of the Special Event. The Special Event Transit Pass shall not be recognized as fare payment on Paratransit and Flexroute Services, Ski Service, or on Park City Connect Service.

4. Base Price and Payment. The University shall pay UTA the amount of \$300,000 (the “**Base Price**”) annually on or before October 31 through the term of this Agreement.

5. Contract Term. This Agreement shall be in effect from August 1, 2017 through July 31, 2021.

6. Additional Special Events. UTA may accept tickets as fares to other special events that are not identified in Exhibit A for a mutually agreed to fee or exchange of services. The University shall notify UTA as early as possible regarding other special events not identified in Exhibit A.

7. Use of the UTA Logo.

a. The UTA Logo is the sole and exclusive property of UTA. UTA hereby grants the University, 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 the terms and conditions of this Section 7 pertaining to the UTA logo, 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. The UTA Logo may be used in a professional manner on the ticket to the Authorized Special Event. Use of the UTA Logo on any other special event ticket is prohibited, except as agreed upon in writing.

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 the University, the University’s business or organization, or the University’s products or services or that might be reasonably construed as support or encouragement to purchase or utilize the University’s products or services.

d. Use of the UTA Logo shall create no rights for the University 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 the University’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 the University is otherwise in breach of this Agreement.

8. Pass Distribution. The University shall be solely responsible for issuing Special Event Transit Passes.

9. Public Transit Services. The University understands and acknowledges that the transit services being purchased under this Agreement are public transit services. As such, individuals using Special Event Transit Passes must comply with all UTA Rider Rules and rules governing the use of public transit services. Individuals using Special Event Transit Passes must present their ticket to the Authorized Special Event as proof of fare payment to authorized UTA representatives who request proof of fare payment. Individuals who do not have possession of a ticket to the Authorized Special Event must pay the regular fare for transit services or be subject to criminal or civil penalties. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

10. 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. Both parties are subject to the provisions of the Utah Governmental Immunity Act as set forth in Sections 63G-7-101 to 63G-7-904, Utah Code Annotated 1953, as amended (the "Act"), and the limits of liability therein described. 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. Subject to the Act and up to the limitations of liability set forth therein, each party (the "**Indemnifying Party**") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agent or employees in connection with the Indemnifying Party's participation in this Agreement.

11. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Price and refund any portion of the Base Price paid by the University in excess of the prorated Base Price.

12. Dispute Resolution. The Parties shall endeavor to resolve any dispute regarding the implementation or interpretation of this Agreement through timely consultations. The University shall first refer any dispute that arises under this Agreement to UTA's Light Rail General Manager. If unresolved, the University may refer the dispute to UTA's Vice President of Operations, Capital and Assets, then to UTA's President and CEO, if necessary. UTA shall first refer any dispute that arises under this Agreement to the University's Associate Vice President, Auxiliary Services, and, if unresolved, UTA may refer the dispute to the University's Vice President for Administrative Services.

13. Nondiscrimination. The University agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

14. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

15. Entire Agreement. This Agreement, including the Exhibits attached hereto, contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. The Exhibits attached hereto are incorporated into this Agreement by this reference. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

16. Notices. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

	University:	Utah Transit Authority:
Name:	John Nixon	Jolene Higgins
Address:	201 S Presidents Circle, Rm 209 Salt Lake City, Utah 84112	669 West 200 South Salt Lake City, Utah 84101
Phone:	801-585-0806	801-287-1925
Email:	John.Nixon@utah.edu	Jhiggins@rideuta.com

17. Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

18. Default. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and such party does not cure such failure within fifteen (15) days' notice from the other party of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that the University fails to pay UTA as required by the provisions of this Agreement, nothing herein shall

prevent UTA from recovering the amount of the prorated Base Price attributable to any period prior to any termination of this Agreement.

19. Successors and Assigns. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the parties hereto.

20. Amendments. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

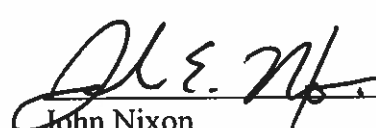
21. Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

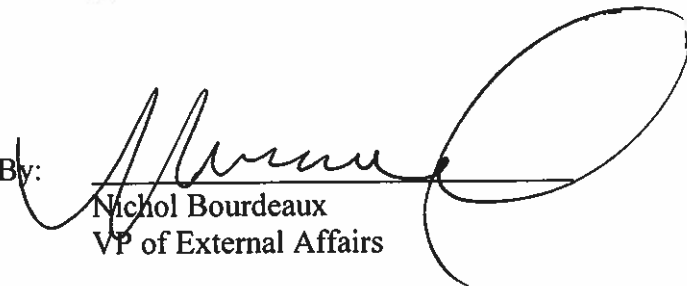
22. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

UTAH TRANSIT AUTHORITY

UNIVERSITY OF UTAH

By: 
Jerry B. Benson
President/CEO

By: 
John Nixon
Vice President for Administrative Services

By: 
Nichol Bourdeaux
VP of External Affairs

APPROVED AS TO FORM:


UTA Legal Counsel

Exhibit A
Authorized Special Events

The Authorized Special Events include the following sporting events:

- University of Utah home football games (7-8)
- University of Utah spring football game (1)
- University of Utah home gymnastics meet (6-8)
- University of Utah home men's basketball games (21)
- University of Utah home women's basketball games (21)
- University of Utah home soccer matches (9-10)
- University of Utah home volleyball matches (18-20)
- UHSSA high school football games (9)
- UHSSA high school basketball games (9)
- Monster Energy Supercross (1)
- Nitro Circus (1)

Exhibit B
UTA Logo





Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer

TITLE:

2021 Technical Budget Adjustment - Operating 07/14/2021

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Approve the Technical Budget Adjustment - Operating Budget 07/14/2021 that requests additional staffing (11 FTEs) to staff service changes on FrontRunner, improve maintenance of UTA fare collection equipment and improve security and customer service at the Frontlines Headquarters Building (FLHQ).
BACKGROUND:	The August Service changes reviewed by the Board of Trustees at their June 23, 2021 meeting included additional service on FrontRunner on weekdays and Saturdays. The Board discussed the service changes across modes and during the discussion, staff informed the Board that a request for staffing to support the FrontRunner additions would be forthcoming at the next Board meeting. Staff at UTA's Frontline Headquarters building returned to work on June 20, 2021. Similarly, visitor and vendor traffic to FLHQ continues to increase as the recovery continues. Security and coverage for the reception area needs to be addressed in light of the new environment. This request includes a full-time security guard at FLHQ that would also provide coverage and support for the front desk. An RFP issued to provide technical support for UTA ticket vending machines resulted in one bid that was significantly higher than budgeted. This request seeks to add three Revenue Equipment Maintenance Technicians to support fare collection across the system.
DISCUSSION:	This technical budget adjustment includes three elements: 1. On June 23, 2021, the Board of Trustees reviewed the August 2021 Service Changes. Included in the changes are the addition of FrontRunner trips during the weekday AM and PM periods and Saturday PM. This additional FrontRunner service will require the addition of seven FTEs as follows: • 10 part-time Train Hosts - 5 FTEs • 2 FrontRunner Operators - 2 FTEs 2021 Cost - \$121,000 and 7 FTEs (assumes early - mid August, 2021 hire dates). These estimates are an element of the

\$513,000 FrontRunner costs presented to the Board of Trustees on June 23, 2021. 2. Currently the front desk at Frontline Headquarters building (FLHQ) is staffed during business hours with two part-time employees. Entrance to the reception area is controlled and UTA does not currently have a security guard in the area. As UTA emerges from the pandemic, traffic from customers, vendors, and other visitors through the FLHQ reception area is increasing and controlled access necessary during the pandemic is not practical. UTA has reviewed best practices for front-desk reception. Utilizing a security guard is a common practice and one that would help alleviate challenges by improving escalation protocols and increasing the agency’s focus on building access and safety. This request would provide a full-time security guard at FLHQ that would also improve support front-desk coverage. 2021 Cost - \$17,000 and 1 FTE (assumes September 1, 2021 hire date) 3. The 2021 adopted budget included \$250,000 for contracted ticket vending machine (TVM) maintenance and repair. An RFP was issued with only one vendor responding. The proposal from the vendor was significantly more than budgeted and caused Finance to look for other alternatives. A new job classification, “Revenue Equipment Maintenance Technician” was created, combining fare box and TVM maintenance and repair. Two incumbent fare box technicians are currently being trained in TVM maintenance and repair. The requested FTEs would also support all fare collection systems. This approach gives management flexibility in work assignment and coverage and will create a team that will be able to support the new fare collection system currently in the planning stages. This request would add three Revenue Equipment Maintenance Technicians to support maintenance and repair of all fare collection equipment. 2021 Cost - \$0 and 3 FTEs (assumes September 1, 2021 hire date)

ALTERNATIVES:	Deny this request. Doing so would disrupt the approved August service change, reduce security and reception coverage at FLHQ and reduce efficiency in the maintenance and repair of fare collection devices throughout the system.
FISCAL IMPACT:	See Attachment A
ATTACHMENTS:	1. Technical Budget Adjustment - Operating Budget 07/14/2021 (Attachment A financial detail)

**Technical Budget Adjustment Staffing
Attachment A**

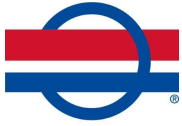
14-Jul-21

AUGUST SERVICE CHANGE - FRONTRUNNER							
Position	Office	Department	FTE	2021 Cost	2022 Cost	Funding Program	Information
Train Operator	Operations	FrontRunner	2.0	\$ 56,000	\$ 148,000	Operating	Additional Operators to support August 2021 Service additions
Train Host	Operations	FrontRunner	<u>5.0</u>	<u>\$ 65,000</u>	<u>\$ 162,000</u>	Operating	Hire 10 part-time Train Hosts to support August 2021 Service additions
Subtotal August Service Change - FrontRunner			7.0	\$ 121,000	\$ 310,000		

FLHQ SECURITY GUARD							
Position	Office	Department	FTE	2021 Cost	2022 Cost	Funding Program	Information
Security Guard	People	Administration	<u>1.0</u>	<u>\$ 17,000</u>	<u>\$ 50,000</u>	Operating	Provide FLHQ Security and Reception area support
Subtotal FLHQ Security Guard			1.0	\$ 17,000	\$ 50,000		

REVENUE EQUIPMENT MAINTENANCE TECHNICIANS							
Position	Office	Department	FTE	2021 Cost	2022 Cost	Funding Program	Information
Revenue Equipment Maintenance	Finance	Farebox Services	3.0	\$ -	\$ -	Operating	Provide maintance and repair service to all fare collection equipment.
Subtotal Revenue Equipment Technicians			3.0	\$ -	\$ -		

	2021 Cost	2022 Cost
Total Cost	11.0	\$ 138,000
		\$ 360,000



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

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

TITLE:

Strategy Session to Discuss Certain Matters Regarding Acquisition or Sale of Real Property, Including Water Rights or Shares

AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of certain matters regarding acquisition or sale of real property, including water rights or shares.
DISCUSSION:	Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purpose for this closed session is: • Strategy Session to Discuss Certain Matters Regarding Acquisition or Sale of Real Property, Including Water Rights or Shares



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/14/2021

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

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of pending or reasonably imminent litigation
DISCUSSION:	Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purpose for this closed session is: • Strategy session to discuss pending or reasonably imminent litigation



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/14/2021

TO: Board of Trustees
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Paul Drake, Director of Real Estate & TOD

SUBJECT:

R2021-07-02 - Resolution Authorizing the Purchase Real Property Consisting of 2.7 Miles of the Utah-Idaho Central Railroad Corridor (UICRR) from the Utah Department of Transportation (UDOT) for Future Transit Purposes in Box Elder County

AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Adopt Resolution R2021-07-02 authorizing the Executive Director to execute the attached purchase contract with the Utah Department of Transportation in the amount of \$2,755,000.
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 a surveyor developing right of way plans and other documents needed to purchase the land.
DISCUSSION:	UTA has been approaching property owners and purchasing parcels from willing sellers as they are identified. As part of the acquisition efforts, UTA has been working with UDOT to acquire the Utah-Idaho Central Railroad corridor (UICRR). UDOT has completed the process to surplus the corridor and is willing to sell it to UTA for the appraised value of \$2,755,000. Because the purchase price is above \$1M, the Board must pass a resolution authorizing the purchase.
ALTERNATIVES:	The UICRR corridor is in the preferred location and alignment for a FrontRunner North Extension. The risk of not moving forward at this time is the potential of increased future land costs and new developments that will conflict with the project.
FISCAL IMPACT:	The purchase of the UICRR corridor for FrontRunner North Extension Corridor Preservation Project is included in the UTA 2021 Capital Budget. There will be ongoing weed control costs to hold and maintain the property until it is developed.
ATTACHMENTS:	1) Resolution

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY CONSISTING OF 2.7 MILES OF THE UTAH-IDAHO CENTRAL RAILROAD CORRIDOR (UICRR) FROM THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR FUTURE TRANSIT PURPOSES IN BOX ELDER COUNTY

R2021-07-02

July 14, 2021

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

WHEREAS, the Authority is in the process of preserving corridor in Box Elder County for future rail projects; and

WHEREAS, the Utah Department of Transportation ("UDOT") has surplused 2.7 miles of real property known as the Utah-Idaho Central Railroad Corridor (UICRR) in Box Elder County (the "Property"); and

WHEREAS, the Property is located adjacent to Union Pacific track and is the preferred alignment for a FrontRunner North Extension in the future; and

WHEREAS, the Authority finds that acquiring the Property at this time, before development occurs on the surrounding land, will result in significant cost savings and reduce future impact to neighboring development; and

WHEREAS, the Authority has negotiated with UDOT to acquire the Property for an appraised value and purchase price of \$2,755,000.00; and

WHEREAS, the Authority finds that the acquisition of Property is reasonable, prudent, and in the public interest; and

WHEREAS, Board Policy 5.2(III)(A)(2) requires that real property acquisitions of over one million dollars be approved by the Board of Trustees by resolution.

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

1. That the Board hereby approves the purchase of the Property in the amount of \$2,755,000.00 pursuant to the Purchase Agreement attached hereto as Exhibit "A."

2. That the Executive Director and her designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the purchase of the Property.
4. That the corporate seal be attached hereto.

Approved and adopted this 14th day of July, 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

EXHIBIT "A"

Purchase Agreement

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 2nd Judicial District Court in and for Weber County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

_____ Seller's Initials

_____ Buyer's Initials

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEDGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner’s first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold “as is”. No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until N/A (date) to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until N/A (date) to complete any due diligence and/or any desired approvals.

21.3 EARNEST MONEY. Buyer shall have until _____(date) to cancel this contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

22. REPRESENTATION. (Please print legibly) Buyer is represented by N/A (agent) _____ (phone) in behalf of _____ (Broker) for _____ (Brokerage). This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE. Buyer’s offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

_____ Seller’s Initials

_____ Buyer’s Initials

Exhibit 'A'

(Referred to as Parcel No. 65)

A strip of land 66 ft. wide 870 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 11, T.7N., R.2W., S.L.M., next to and parallel with the east boundary of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the center of Section 14, running East 210 ft. to the center line of the U.I.C.R.R. Company's. Cache Valley Extension; thence N.26°00'W., according to meridian of survey 2,356 ft. to the beginning of a 1° curve right; thence by the circumference of a 1° curve right 835 ft.; thence N.17°48'W., 211 feet to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.17°48'W., 870 ft. to the abandoned U.I.C.R.R.'s north line and containing in all 1.32 acres of land, more or less.

Together with:

(Referred to as Parcel No. 66)

A strip of land 66 ft. wide and 708 ft. long measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 11, T.7N., R.2W., S.L.M. adjoining and parallel with the east boundary of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly, described as follows, to-wit:

From the center of Sec. 14 running East 210 ft. to the center line of said abandoned U.I.C.R.R. Company's Cache Valley extension; thence N.26°W., according to the meridian of survey, 2,356 ft. to the beginning of a 1° curve to the right; thence along said 1° curve to the right, a distance of 835 ft.; thence N.17°48'W., 1,081 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.17°48'W., 708 ft. to the abandoned U.I.C.R.R.'s north line, and containing 1.07 acres, more or less.

Together with:

(Referred to as Parcel No. 67)

A strip of land 66 ft. wide and 346 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 11 T.7N., R.2W., S.L.M. adjoining and parallel with the east boundary line of the Union Pacific Railroad Company's right of way and being 18 ft. West and 48 ft. East of said center line, which center line is more particularly described as follows, to-wit:

From the center of Sec. 14, running East 210 ft. to the center line of said abandoned U.I.C.R.R. Company's Cache Valley extension; thence N.26°W., according to meridian of survey 2,356 ft. to the beginning of a 1° curve to the right; thence along the said 1° curve to the right 835 ft.; thence N.17°48'W., 1,789 ft. to the

_____ Seller's Initials

_____ Buyer's Initials

abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.17°48'W., 346 ft. to the abandoned U.I.C.R.R.'s north line, and containing 0.525 acres, more or less.

Together with:

(Referred to as Parcel No. 68)

A strip of land 66 ft. wide and 1,394 ft. long as measured along the center line of the said the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the W1/2 of Section 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as, follows, to-wit:

From the NW corner of the SW1/4 Section 2, running East 900 ft. and S.2°30'W., according to meridian of survey for a distance of 3,928 ft. to the beginning of a 2° curve left; thence by the circumference of a 2° curve left 201 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing by circumference of a 2° curve left 814 ft.; thence S.17°48'E., 580 ft. to the abandoned U.I.C.R.R.'s south line and containing 2.12 acres of land more or less.

Together with:

(Referred to as Parcel No. 69)

A strip of land 66 ft. wide and 333 ft. long situate in the NW1/4 of Section 11, T.7N., R.2W., S.L.M., as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension, being 18 ft. to the West and 48 ft. to the East of said center line, and which is more particularly described as follows, to-wit:

From the NW corner, of the SE1/4 of said Sec. 2, running East 900 ft.; thence S.2°30'W., 3,796 ft. to the north line of the abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., along said center line 132 ft.; thence along the arc of a 2° curve to the left 201 ft. to the south line of said abandoned U.I.C.R.R and containing in all 0.5 of an acre, more or less.

Together with:

(Referred to as Parcel No. 70)

A strip of land 66 ft. wide and 331 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Sec. 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Sec. 2, running East 900 ft. and S.2°30'W., according to meridian of survey 3,465 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 331 ft. to the abandoned U.I.C.R.R.'s south line and containing 1/2 acres of land more or less.

Together with:

(Referred to as Parcel No. 71)

_____ Seller's Initials

_____ Buyer's Initials

A strip of land 66 ft. wide and 334 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Sec. 11, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 of Section 2, running East 900 ft. and S.2°30'W., according to the meridian of survey 3,131 ft. to north line of the abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., 334 ft. to the south line of said abandoned U.I.C.R.R. and containing 0.507 acres of land more or less.

Together with:

(Referred to as Parcel No. 72) (Tract 1)

A tract or parcel of land 62 ft. wide and 664 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 2 and the NW1/4 of Sec. 11, T.7N., R.2W., S.L.M., adjacent to and parallel with the east line of the Union Pacific Railroad Company's right of way, being 18 ft. wide to the West and 44 ft. wide to the East of said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner of Sec. 2 running East 900 ft. and S.2°30'W., according to meridian of survey 2,467 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30' W., 664 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.95 of an acre more or less.

Together with:

(Referred to as Parcel No. 73) (Tract 1)

A tract or parcel of land 66 ft. wide and 335 ft. long as measured along the centerline of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2. T.7N., R.2W., S.L.M., next to and adjoining the east line of the Union Pacific Railroad Company's right of way and being 18 ft. West and 48 ft. East of the said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner Sec. 2, running East 900 ft. and S.2°30'W., according to the meridian of survey 2,132 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 335 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.508 acres, more or less.

Together with:

(Referred to as Parcel No. 74)

A tract or parcel of land 66 ft. wide and 335 ft. long as measured along the center of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2, T.7N., R.2W., S.L.M., adjoining and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the W1/4 corner of Sec. 2 running East 900 ft. and S.2°30' W., according to meridian of survey 1,797 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S. 2°30' W., 335 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.508, acres, more or less.

_____ Seller's Initials

_____ Buyer's Initials

Together with:

(Referred to as Parcel No. 73) (Tract 2)

A tract or parcel of land 66 ft. wide and 334 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 of Sec. 2. T.7N., R.2W., S.L.M. and being, 18 ft. wide on the West side and 48 ft. wide on the East side of the said center line, said center line being more particularly described as follows, to-wit:

From the W1/4 corner Section 2, running East 900 ft., and S.2°30'W., according to meridian of survey, 1,463 ft. to the abandoned U.I.C.R.R.'s north line, and the point of beginning; thence continuing S.2°30'W., 334 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.507 acres, more or less.

Together with:

(Referred to as Parcel No. 72) (Tract 2)

A tract or parcel of land 62 ft. wide and 338 ft. long measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 2, T.7N., R.2W., being 18 ft. wide on the West side and 44 ft. wide on the East side of said center line, said center line being more particularly described as follows, to-wit:

From the W1/4 corner of Section 2 running East 900 ft. and S.2°30'W., according to meridian of survey, 1,125 ft. to the south side of the county road and also the abandoned U.I.C.R.R.'s north line and point of beginning thence continuing S.2°30'W. 338 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.482 acres, more or less.

Together with:

(Referred to as Parcel No. 75)

A strip of land 66 feet wide and 192.94 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M. next to and parallel with the east line of the Union Pacific Railroad Company's right of Way, being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 of said Section 2, running east 900 ft. and S.2°30'W., according to the meridian of survey 888 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 192.94 ft. to the abandoned U.I.C.R.R.'s south line; containing 0.293 of an acre, more or less.

Together with:

(Referred to as Parcel No. 76)

A strip of land 66 ft. wide and 187 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension., situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

_____ Seller's Initials

_____ Buyer's Initials

From the NW corner of the SW1/4 of Section 2, running East 900 ft., more or less, and S.2°30'W., according to the meridian of survey 701 ft., more or less, to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 187.04 ft. to said abandoned U.I.C.R.R.'s south line and containing 0.284 area of land, more or less.

Together with:
(Referred to as Parcel No. 77)

A strip of land 66 ft. wide and 180 ft. long as measured, along the center line of the abandoned U.I.C.R.R. Company's Cache Valley extension situate in the SW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Sec. 2 running East 900 ft., and S.2°30'W., according to the meridian of survey 521 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 180 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.273 acres of land, more or less.

Together with:
(Referred to as Parcel No. 78)

A strip of land 66 ft. wide and 173 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft., to the East of said center line, which center line is more particularly described as follows; to-wit:

From the NW corner of the SW1/4 of Section 2 running East 900 ft., and S.2°30'W., according to the meridian of survey 348 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence continuing S.2°30'W., 173 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.263 acres of land, more or less.

Together with:
(Referred to as Parcel No. 79)

A strip of land 66 ft. wide and 496 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the W1/2 of Sec. 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the NW corner of the SW1/4 Section 2, running East 900 ft., and N.2°30'W., according to meridian of survey 148 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence S.2°30'W 496 ft. to the abandoned U.I.C.R.R.'s south line and containing 0.75 acres of land, more or less.

Together with:
(Referred to as Parcel No. 80)

_____ Seller's Initials

_____ Buyer's Initials

A strip of land 66 ft. wide and 277 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Section 2 T.7N., R.2W., S.L.M., next and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Section 2, running East 900 ft., and N. 2°30'E., according to Meridian of-survey 148. ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 277 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.420 acres of land, more or less.

Together with:

(Referred to as Parcel No. 81)

A strip of land 66 ft. wide and 629 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Sec. 2 running East 900 ft., and N.2°30'E., according to meridian of survey 425 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 629 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.954 acre of land, more or less.

Together with:

(Referred to as Parcel No. 82)

A strip of land 66 ft. wide and 629 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of the NW1/4 of Section 2, running East 900 ft., and N.2°30'E., according to meridian of survey 1,054 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continue N.2°30'E., 629 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.954 acres of land, more or less.

Together with:

(Referred to as Parcel No. 83)

A strip of land 66 ft. wide and 447 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension and situate in the NW1/4 of Section 2, T.7N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line of said abandoned U.I.C.R.R. as surveyed, and which center line is more particularly described as follows, to-wit:

From the NW corner of said Section 2, running East 950 ft., and S.2°30' W., according to meridian of survey 504 ft. to the north line of said abandoned U.I.C.R.R. and point of beginning; thence continuing S.2°30'W., 447 ft. to the south line of said abandoned U.I.C.R.R. and containing 0.678 acre of land, more or less.

_____ Seller's Initials

_____ Buyer's Initials

Together with:
(Referred to as Parcel No. 84)

A strip of land 66 ft. wide and 678 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 Section 2, T.7N., R.2W., S.L.M., and the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner Section 35, running East 950 ft. and N.2°30'E., according to meridian of survey 174 ft. to the abandoned U.I.C.R.R.'s north line and point of beginning; thence S. 2°30' W. 678 ft. to the abandoned U.I.C.R.R.'s south line and containing 1.03 acres of land, more or less.

Together with:
(Referred to as Parcel No. 85)

A strip of land 66 ft. wide and 830 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35, running East 950 ft., and N. 2°30' E., according to meridian of survey 174 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N. 2°30' E., 830 ft., to the abandoned U.I.C.R.R.'s north line and containing 1.26 acres of land, more or less.

Together with:
(Referred to as Parcel No. 86)

A strip of land 66 ft. wide and 465 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Sec. 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35, running East 950 ft., and N. 2°30' E., according to meridian of survey 1,004 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N. 2°30' E., 465 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.705 acres of land, more or less.

Together with:
(Referred to as Parcel No. 87)

A strip of land 66 ft. wide and 295 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

_____ Seller's Initials

_____ Buyer's Initials

From the SW corner of Section 35, running East 950 ft. and N.2°30'E., according to the meridian of survey 1,469 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 295 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.448 acres of land, more or less.

Together with:

(Referred to as Parcel No. 88)

A strip of land 66 ft. wide and 215 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 Section 35, T.8N., R.2W., S.L.M., next to and parallel with the east line of the Union Pacific Railroad Company's right of way, being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW. corner Sec. 35, running East 950 ft. and N.2°30'E.; according to meridian of survey 1,764 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 215 ft. to the abandoned U.I.C.R.R.'s north line and containing 0.326 acres of land, more or less.

Together with:

(Referred to as Parcel No. 89)

A strip of land 66 ft. wide and 495 ft. long as measured along the center line of the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the SW1/4 of Section 35, T.8N., R.2W., S.L.M., adjoining and parallel with the east line of Union Pacific Railroad Company's right of way and being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Sec. 35, running East 950 ft., and N.2°30'E., according, to the meridian of survey, 1,980 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 495 ft. to the abandoned U.I.C.R.R.'s north line, and containing 0.75 acre's, more or less.

Together with:

(Referred to as Parcel No. 90)

An irregular parcel of land situate in the W1/2 of Sec. 35, T.8N., R.2W., S.L.M., adjoining the east line of the Union Pacific Railroad Company's right of way and being more particularly described as follows to-wit:

From the SW corner of Sec. 35, running East 950 ft. and N.2°30'E., according to the meridian of survey 2,475 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence West 18 ft. to the east boundary of the Union Pacific Railroad Company's right of way; thence northwesterly along the east boundary of the Union Pacific Railroad Company's right of way, 1,250 ft.; thence East along the abandoned U.I.C.R.R.'s north line 108 ft. to a point 48 ft. perpendicularly distant and easterly from the center line of said abandoned U.I.C.R.R.; thence S.2°30'W., being 48 ft. perpendicularly distant from the parallel to said center line, 1,242 ft. to the abandoned U.I.C.R.R.'s south line; thence West along grantor's south line 48 ft. to the point of beginning and containing 2.06 acres more or less.

Together with:

(A portion of tract referred to as Parcel No. 91)

_____ Seller's Initials

_____ Buyer's Initials

A strip of land 66 ft. wide and 503 ft. long as measured along the center line of said the abandoned U.I.C.R.R. Company's Cache Valley Extension situate in the NW1/4 of Sec. 35, T.8N., R.2W., S.L.M., being 18 ft. to the West and 48 ft. to the East of said center line, which center line is more particularly described as follows, to-wit:

From the SW corner of Section 35 running East 950 ft. and N.2°30'E., according to the meridian of survey 3,717 ft. to the abandoned U.I.C.R.R.'s south line and point of beginning; thence continuing N.2°30'E., 503 ft. to the north line of Box Elder County Tax ID No. 02-055-0055, and containing 0.76 of an acre, more or less.

The above described twenty-eight (28) tracts of land contain a combined calculated area of 941,394 square feet or 21.611 acres, more or less.

_____ Seller's Initials

_____ Buyer's Initials