



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, May 12, 2021**

**9:00 AM**

**Frontlines Headquarters**

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**NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:**

In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically.
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see below) or 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. See instructions below.
  - o Use this WebEx link and follow the instructions to register for the meeting (you will need to provide your name and email address)  
<https://rideuta.webex.com/rideuta/onstage/g.php?MTID=e0082fc07ccc45701c01906103d7a7199>
  - o Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
  - o Sign on 5 minutes prior to the meeting start time
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, May 11th 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](mailto:calldredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- |   |                           |
|---|---------------------------|
| <b>1. Call to Order and Opening Remarks</b>         | Chair Carlton Christensen |
| <b>2. Safety First Minute</b>                       | Sheldon Shaw              |
| <b>3. Public Comment</b>                            | Chair Carlton Christensen |
| <b>4. Consent</b>                                   | Chair Carlton Christensen |
| a. Approval of April 28, 2021 Board Meeting Minutes |                           |

**5. Reports**

- a. Agency Report Carolyn Gonot
- b. Financial Report - March 2021 Bill Greene  
Brad Armstrong

**6. Contracts, Disbursements and Grants**

- a. Contract: Purchasing Card Management Services (U.S. Bank) Todd Mills
- b. Change Order: FrontRunner Forward On Call Operations Planning and Simulation Assistance Task Order 2 (DB Engineering and Consulting, USA) Mary DeLoretto  
Manjeet Ranu
- c. Change Order: Depot District Final Design (Stantec Architecture Inc.) Mary DeLoretto  
David Hancock
- d. Change Order: On-Call Infrastructure Maintenance Task Order #18 - 4800 West Mid Jordan Line Embedded Grade Crossing (Stacy and Witbeck, Inc.) Mary DeLoretto  
David Hancock

**7. Service and Fare Approvals**

- a. Fare Agreement: Pass Purchase and Administration Agreement Amendment 2 (Church of Jesus Christ of Latter-day Saints) Monica Morton
- b. Promotional Fare Request: Youth Rider's License Monica Morton

**8. Discussion Items**

- a. Amendment 1 to the Authority's 2021 Budget Bill Greene  
Mary DeLoretto
- b. UTA on Demand Microtransit Late Night Summer Service Pilot Jaron Robertson
- c. Salt Lake Central - Station Area Plan Addendum Paul Drake  
Jordan Swain
- d. Ogden Onboard - Station Area Plan Amendment Paul Drake  
Jordan Swain
- e. Depot District Clean Fuels Technology Center Project Update Mary DeLoretto

- f. Roadway Worker Protection (RWP) Program Manager and Technical Budget Adjustment Sheldon Shaw

*Board may make a motion on this item.*

- 9. **Other Business** Chair Carlton Christensen
  - a. Next Meeting: Wednesday, May 26th, 2021 at 9:00 a.m.
- 10. **Closed Session** Chair Carlton Christensen
  - a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation and Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual
- 11. **Open Session** Chair Carlton Christensen
- 12. **Adjourn** Chair Carlton Christensen



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

Board of Trustees

Date: 5/12/2021

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### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

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

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on May 12, 2021, and is effective until midnight on June 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 7<sup>th</sup> day of May 2021.

DocuSigned by:  
  
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Carlton J. Christensen, Chair of the Board of Trustees



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# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

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

**TITLE:**

Approval of April 28, 2021 Board Meeting Minutes

<b>AGENDA ITEM TYPE:</b>	Minutes
<b>RECOMMENDATION:</b>	Approve the minutes of the April 28, 2021 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, April 28, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="https://www.utah.gov/pmn/sitemap/notice/672089.html">Utah Public Notice Website &lt;https://www.utah.gov/pmn/sitemap/notice/672089.html&gt;</a> and video feed is available through the UTA Board Meetings page - <a href="https://www.rideuta.com/Board-of-Trustees/Meetings">https://www.rideuta.com/Board-of-Trustees/Meetings</a>
<b>ATTACHMENTS:</b>	1) 2021-04-28_BOT_Minutes_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, April 28, 2021**

**9:00 AM**

**Frontlines Headquarters**

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This meeting was held remotely via phone or video conference and broadcast live for the public via the link and instructions on the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>

**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

Also participating were UTA staff and interested community members.

**1. Call to Order & Opening Remarks**

Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination statement into the record as required by statute. The complete electronic board meeting determination statement is included as Appendix A to these minutes.

**2. Safety First Minute**

Sheldon Shaw, UTA Director of Safety & Security, 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. All online public comment received was distributed to the board for review in advance of the meeting and is attached as Appendix B to these minutes.

**4. Consent**

**a. Approval of April 14, 2021 Board Meeting Minutes**

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, to approve the consent agenda. The motion carried unanimously.

**5. Reports****a. Agency Report****- First Quarter Ridership**

Carolyn Gonot, UTA Executive Director, was joined by Eddy Cumins, UTA Chief Operating Officer, and Bruce Cardon, UTA Commuter Rail General Manager. Mr. Cumins delivered a report on first quarter ridership. Overall, ridership is down 50.01% due to the COVID-19 pandemic but is beginning to trend upward. Mr. Cumins mentioned a ridership recovery task force team has been established within the agency to focus on increasing the number of people using the system. Mr. Cardon spoke about improvements in FrontRunner reliability.

**- Midvalley Connector**

Ms. Gonot mentioned UTA received pre-award authority from the Federal Transit Administration for a Small Starts grant for work on the Midvalley bus rapid transit line. She clarified that the pre-award authority does not mean the agency will be receiving a grant. Rather, it allows the agency to apply qualifying charges for work performed on the project to the grant, should one be awarded.

Discussion ensued. Questions on commuter rail ridership, reliability, and state of good repair planning were posed by the board and answered by staff.

**b. Investment Report - First Quarter 2021**

Bill Greene, UTA Chief Financial Officer, was joined by Emily Diaz, UTA Financial Services Administrator. Ms. Diaz reviewed the agency's investment performance and provided benchmark comparisons for the first quarter of 2021. As of March 31, the benchmark return (based on the three-month T-bill or federal funds rate) was 0.070%. Investment returns on the PTIF (0.425%) and Zions Capital Advisors (0.793%) accounts exceeded the benchmark return, while investment returns on the Zions Bank account (0.030%) were below the benchmark percentage.

Discussion ensued. A question on the potential for reallocating the PTIF funds was posed by the board and answered by staff.

**6. Contracts, Disbursements and Grants****a. Contract: Disadvantaged Business Enterprise Program Management Software (eComply Solutions LLC)**

Andrew Gray, UTA Civil Rights Compliance Officer - Title VI and Disadvantaged Business Enterprise, was joined by Alisia Wixom, UTA IT Project Manager. Mr. Gray requested the board approve a five-year, sole source contract in the amount of \$248,353.72 with eComply Solutions, LLC for software to assist in the management of UTA's disadvantaged business enterprise (DBE) program.

Discussion ensued. Questions on the process of signing on as a DBE and advantages of the software 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.

**b. Contract: Meadowbrook Expansion Construction (Big-D)**

Mary DeLoretto, UTA Chief Service Development Officer, was joined by Andrea Pullos, UTA Project Manager III. Ms. DeLoretto asked the board to authorize a \$3,145,914 contract with Big-D for the construction of seven additional bays adjacent to Building 3 of the Meadowbrook complex. The contract includes all building and grounds adjustments necessary to accommodate the expansion. It was noted that an Advance Work Agreement in the amount of \$199,963 was signed on April 12, 2021 to allow the contractor to begin soil investigation and order long lead items. The total project cost, including the Advance Work Agreement, is \$3,345,877.

Discussion ensued. Questions on the contract approval process (specifically referring to costs related to the Advance Work Agreement) and timeline for completion 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.

**c. Change Order: Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Contract Extension (Talrace LLC)**

Dan Harmuth, UTA IT Director, was joined by Ms. Wixom. Mr. Harmuth requested the board approve a change order in the amount of \$165,000 to the contract with Talrace LLC for work on UTA's CAD/AVL system. The total contract, including the change order, is \$447,480.

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

d. **Change Order: On-Call Infrastructure Maintenance Contract - Task Order #14 - 1300 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)**

Ms. DeLoretto was joined by David Hancock, UTA Director of Capital Construction. Ms. DeLoretto asked the board to approve a \$234,334 change order to the on-call infrastructure maintenance contract with Stacy and Witbeck, Inc. for replacement of the embedded grade crossing at 1300 West on the Mid-Jordan TRAX line. The total contract, including the change order, is \$3,081,370.

Discussion ensued. A question on the alignment selection for state of good repair projects was posed by the board and answered by staff.

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.

e. **Change Order: On-Call Infrastructure Maintenance Contract - Task Order #15 - 2700 West Mid Jordan TRAX Line Embedded Grade Crossing Replacement (Stacy and Witbeck Inc.)**

Ms. DeLoretto was joined by Mr. Hancock. Ms. DeLoretto requested the board approve a \$298,229 change order to the on-call infrastructure maintenance contract with Stacy and Witbeck, Inc. for replacement of the embedded grade crossing at 2700 West on the Mid-Jordan TRAX line. The total contract, including the change order, is \$3,379,599.

Discussion ensued. Questions on the timing of replacements (i.e., whether the Red Line replacements are being done concurrently) and materials availability were posed by the board and answered by staff.

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

f. **Pre-Procurement**

- **Leadership Development Training**
- **SD 100/SD160 Gearbox Overhaul**

Todd Mills, UTA Director of Supply Chain, was joined by Kim Ulibarri, UTA Chief People Officer, and Mr. Hancock. Mr. Mills indicated the agency intends to procure the following items or services:

- Leadership Development Training
- SD100/SD160 Gearbox Overhaul

Discussion ensued. Questions on use of an outside firm in leadership development training and parts requirements for the gearbox overhaul were posed by the board and answered by staff.

**7. Discussion Items****a. Downtown Salt Lake City TRAX Extensions and Connections Study**

Ms. DeLoretto was joined by Manjeet Ranu, UTA Director of Capital Development. Mr. Ranu reviewed the Downtown Salt Lake City TRAX Extensions and Connections Study goals and scenarios. He then spoke about planning for the future, cited Union Station in Denver, Colorado, as an example of what might be accomplished here, and reviewed possible next steps.

Discussion ensued. A question on Salt Lake City's land use objectives was posed by the board and answered by staff.

The board did not take a formal action but agreed to advance the project.

**b. Microtransit/Flex Route - August 2021 Change Day**

Jaron Robertson, UTA Director of Innovative Mobility Solutions, was joined by Eric Callison, UTA Manager of Service Planning, and Ryan Taylor, UTA Special Services General Manager. Mr. Robertson presented information on the UTA on Demand by Via microtransit pilot, including ridership numbers and other key metrics, accomplishments, and next steps. Mr. Taylor and Mr. Callison then spoke about potential modifications to flex routes, route alignments, and microtransit service area, as well as public engagement efforts associated with the proposed changes.

Discussion ensued. Questions on the potential of consolidating features on a single UTA app, communications plans for various microtransit zones, options for increasing span of service, and plans for travel training were posed by the board and answered by staff.

**8. Other Business**

- a. Next Meeting: Wednesday, May 12th, 2021 at 9:00 a.m.

**9. Closed Session****a. Strategy session to discuss pending or reasonably imminent litigation**

Chair Christensen indicated there were items to be discussed in closed session relative to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, seconded by Trustee Acerson, for a closed session. The motion carried unanimously.

Chair Christensen called for a short break at 10:58 a.m.

Closed session began at 11:10 a.m.

**10. Open Session**

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, to return to open session. The motion carried unanimously and open session resumed at 11:27 a.m.

**11. Adjourn**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting was adjourned at 11:27 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/672089.html> for entire content.*

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

Approved date:

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Carlton J. Christensen  
Chair, Board of Trustees

**Appendix A**

**UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION**

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

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on April 12, 2021, and is effective until midnight on May 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 2nd day of April 2021.

Carlton J. Christensen, Chair of the Board of Trustees

**Appendix B****Online Public Comment  
to the  
Board of Trustees of the Utah Transit Authority (UTA)  
Board Meeting  
April 28, 2021****Received on April 27 from George Chapman:**

Comments to UTA Board of Trustees April 28 2021 meeting

Where do I start,

I acknowledge that UTA contends that "bus service expansion plans are not being abandoned in 2022" but expansion should happen now before potential riders are spoiled by their new or old vehicles. I recognize that more bus service expansion is coming but we shouldn't have to wait and take a back seat to projects.

The free fare grant, any BRT free fare grant, should require that regular buses, and the popular 603, have \$1 fares to stop the argument that BRTs are super popular compared to buses. (Free fare still attracts so called undesirables which ruined Denver's system.) Why not use the \$355 million in the bank for \$1 bus fare for a few months to see if it may actually increase revenue.

I find several major shortcomings in the UTA SLCRDA Downtown Salt Lake City TRAX Extensions and Connections Study. It did not acknowledge the convenience and speed of bus service versus rail. The few hundred that catch the Airport TRAX, along with the similar number now on Blue Line/Central Station should argue that the 5 year UTA Capitol Plan should not be amended. Spending over \$100 million of local taxpayer money for extensions/expansions/rerouting of rail should not be considered until bus ridership on similar routes is much, much higher. I remind UTA that the downtown to Airport bus, not well used, was much faster than rail.

Your statement that increased rail ridership has decreased roadway traffic is arguably wrong (The 400 South study is flawed since it ignored new bicycle infrastructure and increased service on 2 and 9.). The statement in the Study: "FrontRunner's success in attracting riders..." is also questionable since even UTA's survey shows that only 7000 more will return to FrontRunner while only about 5000 a day ride it now.

PLEASE EXPAND BUS SERVICE NOW ON REDWOOD RD, STATE STREET AND IMPLEMENT \$1 BUS FARE.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**TITLE:**

### Agency Report

<b>AGENDA ITEM TYPE:</b>	Report
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Brad Armstrong, Senior Manager Budget & Financial Analysis

**TITLE:**

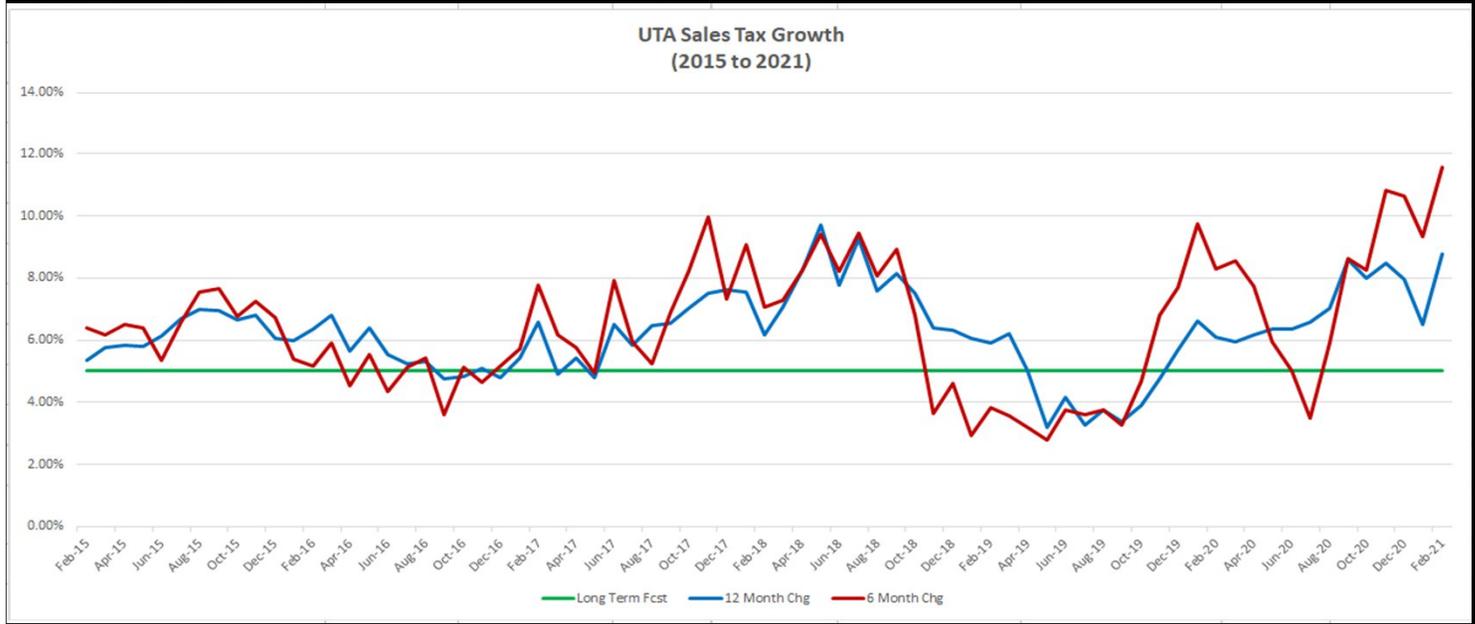
Financial Report - March 2021

<b>AGENDA ITEM TYPE:</b>	Report
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	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 March 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 March Monthly Financial Statements.
<b>DISCUSSION:</b>	At the May 12, 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.
<b>ALTERNATIVES:</b>	n/a
<b>FISCAL IMPACT:</b>	n/a
<b>ATTACHMENTS:</b>	• March 2021 Board Dashboard • March 2021 Monthly Financial Statements

# UTA Board Dashboard

## March 2021

<b>Financial Metrics</b>	Mar Actual	Mar Budget	Fav/ (Unfav)		YTD Actual	YTD Budget	Fav/ (Unfav)	
				%				%
<b>Sales Tax (Feb '21 mm \$)</b>	\$ 27.6	\$ 24.7	\$ 2.85	11.5%	\$ 55.9	\$ 51.4	\$ 4.46	8.7%
Fare Revenue (mm)	\$ 2.5	\$ 2.6	\$ (0.13)	-4.8%	\$ 7.6	\$ 7.9	\$ (0.32)	-4.1%
Operating Exp (mm)	\$ 33.1	\$ 27.0	(6.09)	-22.6%	\$ 75.3	\$ 80.6	\$ 5.27	6.5%
Subsidy Per Rider (SPR)	\$ 16.18	\$ 15.06	\$ (1.12)	-7.4%	\$ 13.29	\$ 15.06	\$ 1.77	11.8%
UTA Diesel Price (\$/gal)	\$ 2.57	\$ 2.25	\$ (0.32)	-14.2%	\$ 2.10	\$ 2.25	\$ 0.15	6.7%
<b>Operating Metrics</b>	Mar Actual	Mar-20	F/ (UF)	%	YTD Actual	YTD 2020	F/ (UF)	%
Ridership (mm)	1.89	2.62	(0.7)	-27.9%	5.10	10.19	(5.1)	-50.0%
<b>Alternative Fuels</b>	<b>CNG Price (Diesel Gall Equiv)</b>		\$ 1.99					

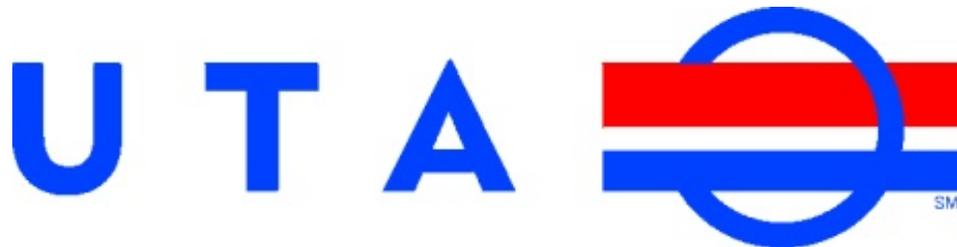


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

March 31, 2021



	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (7,888,234)	\$ (8,241,000)	\$ (352,766)	-4%
2 Operating Expenses	75,339,223	80,612,804	5,273,581	7%
3 Net Operating Income (Loss)	<u>(67,450,989)</u>	<u>(72,371,804)</u>	<u>4,920,815</u>	<u>7%</u>
4 Capital Revenue	(9,615,316)	(15,758,827)	(6,143,511)	-39%
5 Capital Expenses	12,130,035	21,301,565	9,171,530	43%
6 Net Capital Income (Loss)	<u>(2,514,719)</u>	<u>(5,542,738)</u>	<u>3,028,019</u>	<u>55%</u>
7 Sales Tax	(83,575,318)	(81,963,920)	1,611,398	-2%
8 Other Revenue	(40,434,819)	(46,744,250)	(6,309,431)	-13%
9 Debt Service	22,932,565	22,629,524	(303,041)	-1%
10 Sale of Assets	<u>(7,238,736)</u>	<u>-</u>	<u>7,238,736</u>	
11 Net Non-Operating Income (Loss)	<u>108,316,308</u>	<u>106,078,646</u>	<u>2,237,662</u>	<u>2%</u>
12 Contribution to Cash Balance	<u>\$ 38,350,600</u>	<u>\$ 28,164,104</u>	<u>\$ 10,186,496</u>	<u>36%</u>
13 Amortization	(37,077)			
14 Depreciation	43,419,181			
15 Total Non-cash Items	<u>\$ 43,382,104</u>			

STATISTICS

RIDERSHIP

2021 Actual	March 2021	March 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	1,888,310	2,618,050	(729,740)	5,096,013	10,193,685	(5,097,673)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 75,339,223
18 Less: Passenger Revenue	<u>(7,589,148)</u>
19 Subtotal	67,750,075
20 Divided by: Ridership	÷ 5,096,013
21 Subsidy per Rider	<u>\$ 13.29</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of March 31, 2021

**BALANCE SHEET**

	<u>3/31/2021</u>	<u>3/31/2020</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 14,815,885	\$ 11,589,707
2 Investments (Unrestricted)	233,192,601	112,044,921
3 Investments (Restricted)	161,544,140	202,831,537
4 Receivables	72,477,357	64,225,969
5 Receivables - Federal Grants	29,028,535	21,022,256
6 Inventories	34,387,370	36,718,683
7 Prepaid Expenses	1,420,379	1,086,652
8 <b>TOTAL CURRENT ASSETS</b>	<b><u>\$ 546,866,267</u></b>	<b><u>\$ 449,519,725</u></b>
9 Property, Plant & Equipment (Net)	2,910,203,059	2,922,082,124
10 Other Assets	148,073,714	182,413,169
11 <b>TOTAL ASSETS</b>	<b><u>\$ 3,605,143,040</u></b>	<b><u>\$ 3,554,015,018</u></b>
12 Current Liabilities	\$ 84,051,367	\$ 84,292,798
14 Net Pension Liability	97,186,891	131,548,114
15 Outstanding Debt	2,449,680,378	2,484,371,494
16 Net Investment in Capital Assets	683,508,547	
17 Restricted Net Position	63,490,092	
18 Unrestricted Net Position	227,225,765	853,802,612
19 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,605,143,040</u></b>	<b><u>\$ 3,554,015,018</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 67,324	\$ 33,339,485
21 2010/2015 Bond DSR Proceeds	4,830,413	
22 2018 Bond Proceeds	15,805,007	27,821,620
23 2019 Bond Proceeds	66,160,345	71,312,742
24 Debt Service Interest Payable	49,720,443	42,546,814
25 Risk Contingency Fund	8,026,565	7,971,416
26 Box Elder County ROW (sales tax)	7,361,125	6,844,166
27 Joint Insurance Trust	2,224,262	6,889,118
28 Davis County Escrow	754,251	1,143,315
29 SL County Escrow	60,939	332,158
30 Amounts held in escrow	6,533,466	4,630,703
31 <b>TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 161,544,140</u></b>	<b><u>\$ 202,831,537</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
32 General Reserves	\$ 58,778,000	\$ 36,660,000
33 Service Sustainability Reserves	9,796,000	9,166,000
34 Capital Reserve	44,338,000	10,700,000
35 Debt Reduction Reserve	30,000,000	34,019,250
36 <b>TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 142,912,000</u></b>	<b><u>\$ 90,545,250</u></b>
37 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 304,456,140</u></b>	<b><u>\$ 293,376,787</u></b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of March 31, 2021

REVENUE & EXPENSES

	ACTUAL Mar-21	ACTUAL Mar-20	YTD 2021	YTD 2020
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ 2,509,641	\$ 3,657,053	\$ 7,589,148	\$ 12,829,323
2 Advertising Revenue	115,533	208,333	299,086	625,000
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ 2,625,174</b>	<b>\$ 3,865,386</b>	<b>\$ 7,888,234</b>	<b>\$ 13,454,323</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 12,489,752	\$ 9,101,284	\$ 27,421,228	\$ 26,998,007
5 Commuter Rail	2,391,008	1,855,353	5,494,257	5,803,338
6 Light Rail	3,992,108	2,861,082	9,342,593	8,965,447
7 Maintenance of Way	1,807,317	1,584,784	5,137,242	4,735,238
8 Paratransit Service	2,534,290	1,991,232	5,767,602	5,709,759
9 RideShare/Van Pool Services	296,131	227,799	755,028	760,836
10 Microtransit	122,386		268,679	
11 Operations Support	5,713,742	4,144,041	12,697,279	11,946,963
12 Administration	3,215,974	2,299,471	7,364,476	7,455,500
13 Planning/Capital Development/Real Estate	505,444	356,146	1,090,839	1,106,138
14 Non-Departmental	-		-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,068,152</b>	<b>\$ 24,421,192</b>	<b>\$ 75,339,223</b>	<b>\$ 73,481,226</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (30,442,978)</b>	<b>\$ (20,555,806)</b>	<b>\$ (67,450,989)</b>	<b>\$ (60,026,903)</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(139,632)	(452,572)	(189,999)	(1,179,383)
18 Sales Tax Revenue	(32,131,621)	(37,440,089)	(83,575,318)	(83,535,228)
19 Other Revenue	(647,071)	(909,025)	(1,870,730)	(2,127,353)
20 Fed Operations/Preventative Maint. Revenue	(10,156,615)	(5,234,114)	(38,374,090)	(15,038,674)
21 Bond Interest	7,371,254	8,633,992	22,113,762	23,604,123
22 Bond Interest UTCT	162,410	164,215	487,230	494,957
23 Bond Cost of Issuance/Fees	16,600	772,817	16,600	774,317
24 Lease Interest	103,874	654,208	314,973	2,165,098
25 Sale of Assets	(7,245,001)	(31,436)	(7,238,736)	(31,436)
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (42,665,802)</b>	<b>\$ (33,842,004)</b>	<b>\$ (108,316,308)</b>	<b>\$ (74,873,579)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 12,222,824</b>	<b>\$ 13,286,198</b>	<b>\$ 40,865,319</b>	<b>\$ 14,846,676</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(378,378)	(506,357)	(1,121,189)	(2,526,562)
28 Bond Refunding Cost Amortization	293,695	274,240	881,083	1,459,451
29 Future Revenue Cost Amortization	67,577	67,576	203,029	202,728
30 Depreciation	20,177,062	11,655,160	43,419,181	34,142,464
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 20,159,956</b>	<b>\$ 11,490,619</b>	<b>\$ 43,382,104</b>	<b>\$ 33,278,081</b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

As of March 31, 2021

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Mar-21	Mar-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,509,641)	\$ (2,637,000)	\$ (127,359)	-5%
2 Advertising Revenue	(115,533)	(110,000)	5,533	5%
3 <b>TOTAL OPERATING REVENUE</b>	<b><u>\$ (2,625,174)</u></b>	<b><u>\$ (2,747,000)</u></b>	<b><u>\$ (42,400,465)</u></b>	<b>-100%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 12,489,752	\$ 9,412,367	\$ (3,077,385)	-33%
5 Commuter Rail	2,391,008	2,024,312	(366,696)	-18%
6 Light Rail	3,992,108	3,395,349	(596,759)	-18%
7 Maintenance of Way	1,807,317	1,643,417	(163,900)	-10%
8 Paratransit Service	2,534,290	1,994,146	(540,144)	-27%
9 RideShare/Van Pool Services	296,131	303,713	7,582	2%
10 Microtransit	122,386	235,962	113,576	48%
11 Operations Support	5,713,742	4,442,222	(1,271,520)	-29%
12 Administration	3,215,974	3,018,420	(197,554)	-7%
13 Planning/Capital Development/Real Estate	505,444	511,122	5,678	1%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b><u>\$ 33,068,152</u></b>	<b><u>\$ 26,981,030</u></b>	<b><u>\$ (6,087,122)</u></b>	<b>-23%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b><u>\$ (30,442,978)</u></b>	<b><u>\$ (24,234,030)</u></b>	<b><u>\$ 7,776,571</u></b>	<b>-99%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (139,632)	\$ (400,583)	\$ (260,951)	-65%
18 Sales Tax Revenue	(32,131,621)	(30,520,225)	1,611,396	5%
19 Other Revenue	(647,071)	(888,583)	(241,512)	-27%
20 Fed Operations/Preventative Maint. Revenue	(10,156,615)	(14,292,250)	(4,135,635)	-29%
21 Bond Interest	7,371,254	7,264,797	(106,457)	-1%
22 Bond Interest UTCT	162,410	163,966	1,556	1%
23 Bond Cost of Issuance/Fees	16,600	16,600	-	0%
24 Lease Interest	103,874	102,217	(1,657)	-2%
25 Sale of Assets	(7,245,001)	-	7,245,001	
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b><u>\$ (42,665,802)</u></b>	<b><u>\$ (38,554,063)</u></b>	<b><u>\$ 4,111,739</u></b>	<b>11%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b><u>\$ 12,222,824</u></b>	<b><u>\$ (62,788,093)</u></b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

As of March 31, 2021

EXHIBIT 1-4A

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	Mar-21	Mar-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 261,420	\$ 220,462	\$ (40,958)	-19%
2 Executive Director	794,944	657,569	(137,375)	-21%
3 Chief Planning and Engagement Officer	753,512	836,995	83,483	10%
4 Chief Finance Officer	1,305,263	1,050,285	(254,978)	-24%
5 Chief Operating Officer	27,005,851	21,482,913	(5,522,938)	-26%
6 Chief People Officer	765,694	663,392	(102,302)	-15%
7 Chief Development Officer	416,967	369,945	(47,022)	-13%
8 Chief Enterprise Strategy Officer	1,764,501	1,699,469	(65,032)	-4%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 33,068,152</u>	<u>\$ 26,981,030</u>	<u>\$ (6,087,122)</u>	-23%

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	Mar-21	Mar-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 611,911	\$ 681,900	\$ 69,989	10%
2 Executive Director	1,559,093	1,972,707	413,614	21%
3 Chief Planning and Engagement Officer	1,698,668	2,532,590	833,922	33%
4 Chief Finance Officer	2,911,305	3,250,820	339,515	10%
5 Chief Operating Officer	61,784,083	63,514,733	1,730,650	3%
6 Chief People Officer	1,763,169	1,990,176	227,007	11%
7 Chief Development Officer	885,429	1,109,985	224,556	20%
8 Chief Enterprise Strategy Officer	4,125,565	5,013,060	887,495	18%
9 Non-Departmental	-	546,833	546,833	100%
10 TOTAL OPERATING EXPENSE	<u>\$ 75,339,223</u>	<u>\$ 80,612,804</u>	<u>\$ 5,273,581</u>	7%

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of March 31, 2021

YEAR TO DATE

	ACTUAL Mar-21	BUDGET Mar-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (7,589,148)	\$ (7,911,000)	\$ (321,852)	-4%
2 Advertising Revenue	(299,086)	(330,000)	(30,914)	-9%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (7,888,234)</b>	<b>\$ (8,241,000)</b>	<b>\$ (352,766)</b>	<b>-4%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 27,421,228	\$ 27,518,719	\$ 97,491	0%
5 Commuter Rail	5,494,257	5,948,034	453,777	8%
6 Light Rail	9,342,593	10,201,652	859,059	8%
7 Maintenance of Way	5,137,242	4,823,922	(313,320)	-6%
8 Paratransit Service	5,767,602	5,982,438	214,836	4%
9 RideShare/Van Pool Services	755,028	911,139	156,111	17%
10 Microtransit	268,679	701,340	432,661	62%
11 Operations Support	12,697,279	13,383,211	685,932	5%
12 Administration	7,364,476	9,090,394	1,725,918	19%
13 Planning/Capital Development/Real Estate	1,090,839	1,505,122	414,283	28%
14 Non-Departmental	-	546,833	546,833	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 75,339,223</b>	<b>\$ 80,612,804</b>	<b>\$ 5,273,581</b>	<b>7%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (67,450,989)</b>	<b>\$ (72,371,804)</b>	<b>\$ 4,920,815</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (189,999)	\$ (1,201,750)	\$ 1,011,751	-84%
18 Sales Tax Revenue	(83,575,318)	(81,963,920)	(1,611,398)	2%
19 Other Revenue	(1,870,730)	(2,665,750)	795,020	-30%
20 Fed Operations/Preventative Maint. Revenue	(38,374,090)	(42,876,750)	4,502,660	-11%
21 Bond Interest	22,113,762	21,794,390	(319,372)	-1%
22 Bond Interest UTCT	487,230	508,498	21,268	4%
23 Bond Cost of Issuance/Fees	16,600	16,600	-	0%
24 Lease Interest	314,973	310,037	(4,936)	-2%
25 Sale of Assets	(7,238,736)	-	7,238,736	
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (108,316,308)</b>	<b>\$ (106,095,246)</b>	<b>\$ 2,221,062</b>	<b>2%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 40,865,319</b>	<b>\$ 33,723,442</b>		

CAPITAL PROJECTS  
(UNAUDITED)  
As of March 31, 2021

EXHIBIT 1-6

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	2021 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 797,764	\$ 24,058,619	3.3%
2 INFORMATION TECHNOLOGY	586,711	16,060,000	3.7%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	212,179	3,696,000	5.7%
4 CAPITAL PROJECTS	3,195,706	71,728,984	4.5%
5 AIRPORT STATION RELOCATION	499,330	7,000,000	7.1%
6 STATE OF GOOD REPAIR	2,945,700	34,923,645	8.4%
7 DEPOT DISTRICT	1,939,336	32,400,124	6.0%
8 OGDEN/WEBER STATE BRT	264,555	52,580,513	0.5%
9 TIGER	1,688,755	13,170,900	12.8%
10 TOTAL	<u>\$ 12,130,035</u>	<u>\$ 255,618,785</u>	4.7%
<b>REVENUES</b>			
11 GRANT	\$ 4,136,314	\$ 75,792,972	5.5%
12 STATE CONTRIBUTION	1,228,425	9,214,417	13.3%
13 LEASES (PAID TO DATE)	950,062	28,305,720	3.4%
14 BONDS	2,016,459	51,259,480	3.9%
15 LOCAL PARTNERS	1,284,057	24,533,340	5.2%
16 UTA FUNDING	2,514,719	66,512,856	3.8%
17 TOTAL	<u>\$ 12,130,035</u>	<u>\$ 255,618,785</u>	4.7%

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Mar-21	Mar-20	2021	2020
<b>UTA</b>				
Fully Allocated Costs	33,068,152	24,421,192	75,339,223	73,481,226
Passenger Farebox Revenue	2,509,641	3,657,053	7,589,148	12,829,323
Passengers	1,888,310	2,618,050	5,096,013	10,193,685
Farebox Recovery Ratio	7.6%	15.0%	10.1%	17.5%
Actual Subsidy per Rider	\$16.18	\$7.93	\$13.29	\$5.95
<b>BUS SERVICE</b>				
Fully Allocated Costs	17,328,603	12,075,196	38,342,113	36,004,205
Passenger Farebox Revenue	1,283,087	1,533,764	3,817,833	5,203,971
Passengers	1,027,359	1,320,665	2,789,498	4,984,178
Farebox Recovery Ratio	7.4%	12.7%	10.0%	14.5%
Actual Subsidy per Rider	\$15.62	\$7.98	\$12.38	\$6.18
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	8,240,673	6,463,266	20,356,583	19,800,300
Passenger Farebox Revenue	510,089	777,288	1,553,925	3,101,518
Passengers	632,875	924,603	1,695,182	3,654,330
Farebox Recovery Ratio	6.2%	12.0%	7.6%	15.7%
Actual Subsidy per Rider	\$12.22	\$6.15	\$11.09	\$4.57
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,160,438	3,268,856	8,987,422	10,053,383
Passenger Farebox Revenue	317,568	582,609	1,020,455	2,267,586
Passengers	139,514	235,489	364,603	1,092,787
Farebox Recovery Ratio	7.6%	17.8%	11.4%	22.6%
Actual Subsidy per Rider	\$27.54	\$11.41	\$21.85	\$7.12
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,787,156	2,230,181	6,325,303	6,291,244
Passenger Farebox Revenue	101,527	428,784	354,496	1,223,676
Passengers	39,338	45,590	99,687	176,878
Farebox Recovery Ratio	3.6%	19.2%	5.6%	19.5%
Actual Subsidy per Rider	\$68.27	\$39.51	\$59.90	\$28.65
<b>RIDESHARE</b>				
Fully Allocated Costs	551,281	383,694	1,327,802	1,332,094
Passenger Farebox Revenue	297,372	334,608	842,439	1,032,572
Passengers	49,224	91,703	147,043	285,511
Farebox Recovery Ratio	53.9%	87.2%	63.4%	77.5%
Actual Subsidy per Rider	\$5.16	\$0.54	\$3.30	\$1.05

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-21	Mar-20	2021	2020
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$17,328,603	\$12,075,196	\$38,342,113	\$36,004,205
Light Rail Service	\$8,240,673	\$6,463,266	\$20,356,583	\$19,800,300
Commuter Rail Service	\$4,160,438	\$3,268,856	\$8,987,422	\$10,053,383
Paratransit	\$2,787,156	\$2,230,181	\$6,325,303	\$6,291,244
Rideshare	\$551,281	\$383,694	\$1,327,802	\$1,332,094
<b>UTA</b>	<b>\$33,068,152</b>	<b>\$24,421,192</b>	<b>\$75,339,223</b>	<b>\$73,481,226</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,283,087	\$1,533,764	\$3,817,833	\$5,203,971
Light Rail Service	\$510,089	\$777,288	\$1,553,925	\$3,101,518
Commuter Rail Service	\$317,568	\$582,609	\$1,020,455	\$2,267,586
Paratransit	\$101,527	\$428,784	\$354,496	\$1,223,676
Rideshare	\$297,372	\$334,608	\$842,439	\$1,032,572
<b>UTA</b>	<b>\$2,509,641</b>	<b>\$3,657,053</b>	<b>\$7,589,148</b>	<b>\$12,829,323</b>
<b>PASSENGERS</b>				
Bus Service	1,027,359	1,320,665	2,789,498	4,984,178
Light Rail Service	632,875	924,603	1,695,182	3,654,330
Commuter Rail Service	139,514	235,489	364,603	1,092,787
Paratransit	39,338	45,590	99,687	176,878
Rideshare	49,224	91,703	147,043	285,511
<b>UTA</b>	<b>1,888,310</b>	<b>2,618,050</b>	<b>5,096,013</b>	<b>10,193,685</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	7.4%	12.7%	10.0%	14.5%
Light Rail Service	6.2%	12.0%	7.6%	15.7%
Commuter Rail Service	7.6%	17.8%	11.4%	22.6%
Paratransit	3.6%	19.2%	5.6%	19.5%
Rideshare	53.9%	87.2%	63.4%	77.5%
<b>UTA</b>	<b>7.6%</b>	<b>15.0%</b>	<b>10.1%</b>	<b>17.5%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$15.62	\$7.98	\$12.38	\$6.18
Light Rail Service	\$12.22	\$6.15	\$11.09	\$4.57
Commuter Rail Service	\$27.54	\$11.41	\$21.85	\$7.12
Paratransit	\$68.27	\$39.51	\$59.90	\$28.65
Rideshare	\$5.16	\$0.54	\$3.30	\$1.05
<b>UTA</b>	<b>\$16.18</b>	<b>\$7.93</b>	<b>\$13.29</b>	<b>\$5.95</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of March 31, 2021

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 29,028,535	\$ 29,028,535	-	-	-	-
2 Sales Tax Contributions	55,250,663	30,520,225	\$ 24,730,438	-	-	-
3 Warranty Recovery	2,234,276	2,234,276	-	-	-	-
4 Build America Bond Subsidies	2,952,627	730,377	740,750	\$ 740,750	\$ 740,750	-
5 Product Sales and Development	6,120,318	3,437,284	2,557,154	175,880	(27)	\$ (49,973)
6 Pass Sales	35,054	163,459	(163,948)	(3,101)	5,841	32,803
7 Property Management	58,577	34,593	1,432	14,066	2,220	6,266
8 Vanpool/Rideshare	157,946	57,560	15,978	1,784	(644)	83,268
9 Salt Lake City Agreement	893,936	364,356	-	446,533	41,088	41,959
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreements	3,878,055	91,561	2,029,300	-	1,757,194	-
12 Other	889,231	889,231	-	-	-	-
13 <b>Total</b>	<b>\$101,505,892</b>	<b>\$ 67,551,457</b>	<b>\$ 29,911,104</b>	<b>\$ 1,375,912</b>	<b>\$ 2,546,422</b>	<b>\$ 120,997</b>

Percentage Due by Aging

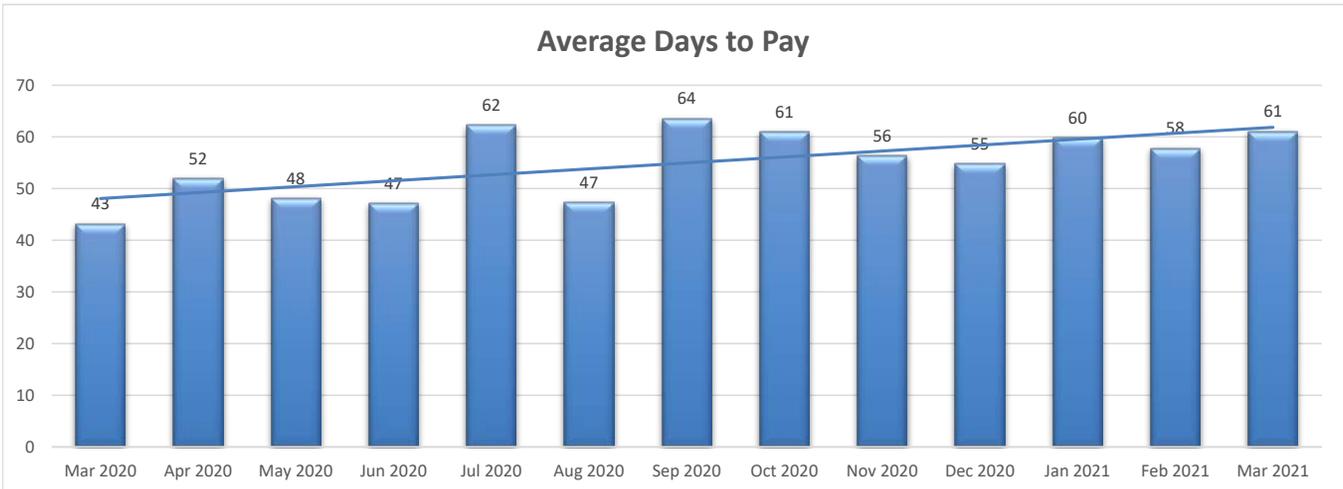
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	55.2%	44.8%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	24.7%	25.1%	25.1%	25.1%	25.1%	0.0%
18 Product Sales and Development	56.2%	41.8%	2.9%	0.0%	-0.8%	
19 Pass Sales	466.3%	-467.7%	-8.8%	16.7%	93.6%	
20 Property Management	59.1%	2.4%	24.0%	3.8%	10.7%	
21 Vanpool/Rideshare	36.4%	10.1%	1.1%	-0.4%	52.7%	
22 Salt Lake City Agreement	40.8%	0.0%	50.0%	4.6%	4.7%	
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%	
24 Capital Development Agreements	2.4%	52.3%	0.0%	45.3%	0.0%	
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
26 <b>Total</b>		<b>66.5%</b>	<b>29.5%</b>	<b>1.4%</b>	<b>2.5%</b>	<b>0.1%</b>

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM MARCH 1, 2021 THROUGH MARCH 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>
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	358508	3/3/2021	995,468.64
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	886316	3/3/2021	242,448.91
19-03143PP UTAH COUNTY PARATRANSIT SERVICES	6/1/2020	UNITED WAY COMMUNITY SERVICES	886317	3/3/2021	278,460.21
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886318	3/3/2021	294,635.18
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	886319	3/3/2021	350,434.48
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	886320	3/3/2021	291,421.31
17-2455JH LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC.	886321	3/3/2021	392,183.00
20-03329BM LIFTS FOR DEPOT DISTRICT	10/1/2020	STERIL KONI USA, INC.	886322	3/3/2021	393,955.00
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG D CONSTRUCTION	886323	3/3/2021	1,256,140.21
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886372	3/10/2021	249,487.82
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/11/2021	270,306.39
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/11/2021	878,695.58
R2020-04-02		ROCKY MOUNTAIN POWER	358753	3/17/2021	243,410.66
AV#2527 CONTRACT FOR SPECIFIC FORD VEHICLES	10/6/2016	KEN GARFF WEST VALLEY	358760	3/17/2021	530,609.00
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	886424	3/17/2021	245,337.64
R2020-04-02		ROCKY MOUNTAIN POWER	358868	3/24/2021	366,873.77
17-2584/2337 RAIL CAR/FACILITY CLEANING	2/16/2018	IMAGE PROPERTY SERVICE LLC	886475	3/24/2021	259,972.29
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	886476	3/24/2021	314,059.13
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886477	3/24/2021	414,507.52
18-2800 EAST VILLAGE 3 PARKING STRUCTURE	8/3/2020	WADSWORTH BROTHERS CONSTRUCTION	886478	3/24/2021	456,142.77
R2020-04-02		UTA/ATU JOINT INSURANCE TRUST	358959	3/25/2021	200,479.95
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/25/2021	259,063.05
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/25/2021	844,802.23
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	KELLERSTRASS OIL	886547	3/31/2021	542,110.56
R2020-04-02		PEHP	ZION-ACH	3/31/2021	209,152.04
R2020-04-02		SELECT HEALTH	ZION-ACH	3/31/2021	637,876.62





U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Todd Mills, Director of Supply Chain  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

**Contract: Purchasing Card Management Services (U.S. Bank)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve the U.S. Bank Commercial Account application contract, and Amendment No. 1 Rebate Amendment, and authorize the Executive Director to execute the contract, amendment, and associated disbursements with U.S. Bank for Purchasing Card Management Services for a base period of five years, plus five 1-year option years.
<b>BACKGROUND:</b>	The Utah Transit Authority has been using bank credit cards for small purchases through Wells Fargo Bank since 2003. Purchasing Cards (P-Cards) allow for easy, immediate payment to vendors and are a critical part of the Procurement Strategy at UTA. P-cards are issued to employees once a request has been approved by their manager and the employee has taken the required training. Staff in UTA's Purchasing Department administer the program in compliance with UTA Policy 1.2.3. - Purchase Card ("P-Card"). Because the Agency does not carry a revolving balance there are no transactional costs or fees charged to the Agency by the administering financial institution. The bank/institution receives revenue from the program by charging the merchant a percentage of the transaction amount.

<b>DISCUSSION:</b>	The Agency recently performed a competitive RFP and evaluated proposals based on technical criteria, experience, training/support, implementation, and basis point rebate/fee structure. Four proposals were received, reviewed by a selection committee, and U.S. Bank was selected as the vendor for this contract. Due to the complexity involved in changing Financial Institutions a request was submitted to, and approved by, the Chief Procurement officer to enter into a long-term contract of 5 base years, plus 5 1-year options. This new contract with U.S. Bank will offer the Agency advancements in P-Card Management Services technology through the use of a mobile app. These include: • take pictures of, and submit receipts • add item descriptions at the time of purchase • enter UTA accounting detail including cost center information • review and submit monthly reconciliations • management review and approval In addition to these technology gains this new contract will increase UTA's "revenue share rebate" from 0.5% to 1.825%. Last year's rebate from the current P-Card vendor, Wells Fargo, at 0.5% was \$45,786 on total expenditures of approximately \$9 million. The rollout of this new P-Card program will require each card holder to submit a new P-card request form with their manager's approval and a requested transaction limit. Procurement will review all P-Card requests subject to Policy 1.2.3. The anticipated go-live date of the new cards is June 7, 2021.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	U.S. Bank
Contract Number:	20-03356CG
Base Contract Effective Dates:	6/1/2021 - 5/31/2026
Extended Contract Dates:	6/1/2026 - 5/31/2031
Existing Contract Value:	
Amendment Amount:	Amendment No. 1 (Rebate Amendment) also included which provides for a 1.825% rebate to UTA - expected to be approx. \$160,000 per year based on expenditures of \$9M
New/Total Amount Contract Value:	\$0 cost to UTA; expected rebates of approx. \$160,000 per year.
Procurement Method:	RFP
Funding Sources:	Operational budgets
<b>ALTERNATIVES:</b>	Perform all purchases using the JDE requisition and procurement process. This would require increased staff, create delays, and potentially increase cost to the Agency.
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	Contract and amendment 1

# U.S. Bank Commercial Account Application Checklist



Please ensure the following materials are included and completed prior to submitting the U.S. Bank Commercial Account Application (the "**Application**").

**ENSURE** the Application is complete and accurate:

- Are all sections of the Application complete?
- Is the Application signed?

**SUBMIT** Financial Statements:

- Along with the Application, please attach or submit a copy of the following financial statements:
  - Annual financial statements (income statement, balance sheet and statement of cash flows) for the last three fiscal years
  - Current interim financial statements (income statement, balance sheet and statement of cash flows) for current year-to-date period (quarterly or monthly)
  - Comparable prior year-to-date interim financial statements (quarterly or monthly)

**Note:** The entity's name on the financial statements must match exactly the Customer's name on this Application.

For the protection of your sensitive information, documents containing sensitive information may be sent through Cisco Registered Envelope Service, the secure email system used by U.S. Bank.

**SUBMIT** Proof of Existence:

Before U.S. Bank can open an Account for any entity, U.S. Bank must verify the entity's existence. Accordingly, please submit a copy of at least one of the following unexpired documents in order for U.S. Bank to process this Application:

- (1) "certified" articles of incorporation;
- (2) government-issued business license;
- (3) signed partnership agreement or signed limited partnership agreement;
- (4) executed trust instrument;
- (5) signed operating agreement; or
- (6) signed articles of organization or association.

If such documents are unavailable, another document verifying Customer's proof of existence may be acceptable.

**HELP** us speed up the processing of your Application!

- If you are unsure of the legal name of Customer or the signer's title, please verify by calling your Controller's office.
- Hand deliver or send completed Applications and financial statements to your U.S. Bank Representative via express or courier services to avoid delays and ensure delivery.

**THE FULL AND COMPLETE LEGAL NAME MUST BE INSERTED IN ALL AREAS THAT REQUIRE THE LEGAL NAME. VARIATIONS OR ABBREVIATIONS OF THE LEGAL NAME ON THIS DOCUMENT OR ANY ATTACHED OR ACCOMPANYING DOCUMENTS CANNOT BE ACCEPTED.**

# U.S. Bank Commercial Account Application

## Section 1 – Customer Information

<u>Utah Transit Authority</u>		<u>Utah</u>
Customer's Legal Name		State of Incorporation/Organization
<u>669 West 200 South</u>		<u>87-0284459</u>
Customer Name to be embossed on card(s) (Limit to 21 letters and spaces)		Federal Tax ID
Doing Business As ("DBA"), if any. Please list all DBAs. (attach separate page if needed)		
Customer's Physical Address (PO Box not acceptable)		
<u>669 West 200 South</u>	<u>UT</u>	<u>84101</u>
City	State	Postal Code
<u>SLC</u>	<u>Chad Gonzales</u>	
Program Contact Name	Contact Title	
<u>801.287.3013</u>		
Contact Phone Number		
<u>cgonzales@rideuta.com</u>	<u>rideuta.com</u>	
Email Address (To Contact Customer Regarding Processing Of This Application)	Website Address	
<u>\$ 32,845,272</u>	<u>3/3/1970</u>	
Net Annual Sales	Official Start Date of Customer's Business	

**Industry Category:**  Deliveries  Manufacturer  Services  Retail  Wholesaler  Other Public transit

**Type of Organization:**  Corporation (Public)  Corporation (Private)  Partnership  Government  LLC  LLP  
 If any of the foregoing and non-profit  Other \_\_\_\_\_

Do you have a line of credit with U.S. Bank or any other financial institution?  YES  NO  
 If yes, please provide the following information:

<u>Name of Financial Institution Providing Line of Credit</u>	<u>Limit</u>	<u>Amount Currently Outstanding</u>
Is Customer rated by Dun and Bradstreet (D&B)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, D&B Number:	<u>069816163</u>

If not rated by D&B, Applications may be expedited by attaching a copy of Customer's Business License, Certificate of Good Standing, Tax Return and/or filings with Secretary of State.

Do you conduct business in a foreign country?  Yes  No  
 If yes, list countries and nature of business conducted:

**[Remainder of Page Blank]**

## Section 2 – Product Selection and Optional Enhancements

Please Select One or More Products		
<input type="checkbox"/> <b>Corporate Travel &amp; Expense Accounts</b>	<input type="checkbox"/> <b>Purchasing Accounts</b>	<input checked="" type="checkbox"/> <b>One Card™ Accounts</b>
<input checked="" type="checkbox"/> Corporate Liability <input type="checkbox"/> Joint and Several Liability	Only Corporate Liability	Only Corporate Liability
<b>Estimated Annual Charge Volume</b>	<b>Estimated Annual Charge Volume</b>	<b>Estimated Annual Charge Volume</b>
\$ _____	\$ _____	\$ 12,000,000 _____
<b>Number of Account Holders</b>	<b>Number of Account Holders</b>	<b>Number of Account Holders</b>
_____	_____	> 500 _____
<b>Benefits*</b>	<b>Benefits*</b>	<b>Benefits*</b>
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits: <ul style="list-style-type: none"> <li>• \$500,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul>		Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits: <ul style="list-style-type: none"> <li>• \$250,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul>
<b>Optional Enhancements</b>	<b>Optional Enhancements</b>	<b>Optional Enhancements</b>
Event Planner account** Managed Spend account** Executive account Executive Platinum account FlexPerks® rewards account Central Billing account**	Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Executive account Executive Platinum account FlexPerks® rewards account Central Billing account

\* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

\*\* Available only for Corporate Liability

[Remainder of Page Blank]

### FOR U.S. BANK USE ONLY

CPS SALES

TM

BANKER'S  
EMPLOYEE ID

AGENT BANK or MARKETING PARTY, ADDRESS, CITY, STATE, ZIP

# U.S. Bank Commercial Account Terms and Conditions



This Commercial Account Agreement (“**Agreement**”) is between the entity signing this Application as “**Customer**” and U.S. Bank National Association (“**U.S. Bank**”). Customer desires to retain U.S. Bank as its provider for commercial charge card and account services (the “**Program**”). If U.S. Bank approves Customer’s creditworthiness and this Application, the “**Effective Date**” of this Agreement will be the date this Agreement is signed by Customer.

Now, therefore, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer and U.S. Bank agree to the following:

1. **DEFINITIONS.** “**Account**” means a commercial charge card, regardless of the medium, issued pursuant to this Agreement. “**Billing Cycle**” means the period of time from the date a Statement is generated until the next Statement is generated. “**Charge**” means any transaction posted to an Account that has a debit value. “**Card Network**” means, as applicable, one of the following Card Networks whose marks are contained on the cards issued under this Agreement: Visa U.S.A. Inc. and Visa International, Inc., MasterCard International Incorporated or such other national card network with respect to which U.S. Bank becomes an issuer during the term of this Agreement. “**Corporate Liability**” means Customer is solely liable to U.S. Bank for all Obligations on corporate liability Accounts. “**Identification Information**” means legal names, physical street addresses, taxpayer identification numbers, dates of birth or other information or documentation required by U.S. Bank to confirm the identity of any entity or person. “**Intellectual Property**” or “**Intellectual Property Rights**” means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. “**Joint and Several Liability**” means Customer and the Account holder are jointly and severally liable to U.S. Bank for all Obligations accrued on the Account. “**Obligations**” means all Charges, fees, and any other activity posted to an Account. “**Participant**” means any entity wholly or majority owned or controlled (which is at least 51% or more of voting rights) by Customer that Customer authorizes and U.S. Bank approves for participation in the Program through execution of a Participant Agreement. “**Statement**” means, with respect to one or more Accounts, a periodic listing of all Obligations and payments posted to such Accounts.
2. **FINANCIAL INFORMATION.** Customer shall provide its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of Customer’s fiscal year. Customer shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Customer, including reviews or audits of fiscal year-end financials performed by certified public accountants and Customer prepared quarterly financial statements.
3. **CREDIT.** U.S. Bank, at its sole discretion and without prior notice, may revise any credit limits or controls associated with this Program. U.S. Bank will endeavor to provide notice to Customer of any decrease in a credit limit. Customer shall make a payment to U.S. Bank within ten days of such notice, sufficient to reduce the Obligations to an amount equal to, or less than, the revised credit limit.
4. **FEES AND BILLING.**
  - 4.1 **Fees.** U.S. Bank may charge Customer the fees set forth in Schedule 1 – Fees attached hereto. Failure of U.S. Bank to apply any fee or charge set forth in this Agreement, at any time, does not preclude U.S. Bank from ever applying such fee or charge.
  - 4.2 **Billing.** Customer will receive an electronic Statement at the end of Customer’s Billing Cycle. Customer shall pay U.S. Bank the amount due as directed on the Statement. Customer shall pay U.S. Bank using an electronic payment method approved by U.S. Bank. Customer shall communicate all disputes regarding Charges or billings for the Program, within 60 days of the Statement date to U.S. Bank in accordance with the Card Network operating rules and regulations, identifying the specific items and the basis for such dispute. If the amount owing under an Account (other than those subject to a bona fide dispute) has not been paid in full when due, the Account is delinquent. U.S. Bank may suspend any Account that is delinquent. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on an Account. If an Account is used for Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Charge converted, in each case at the applicable exchange rate to the billing currency from the currency in which the Charge was made and (ii) the “Foreign Transaction Fee” on such amount as set forth in Schedule 1 – Fees. Due to fluctuations in foreign exchange rates, a credit may not be in the same amount as the original Charge.
5. **LIABILITY.** Customer shall only be permitted to request the issuance of Accounts in the name of the following parties: (i) in Customer’s or Participant’s own name, (ii) in the name of any Customer or Participant employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of Customer or Participant and (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to Customer or Participant (i.e. a temporary card issued to an employee candidate). Customer shall not request the issuance of Accounts for its subsidiaries (or employees of such subsidiaries) that are not Participants. U.S. Bank may refuse to issue an Account to any party that cannot satisfy U.S. Bank’s regulatory requirements referenced in Section 16 herein.

Customer is liable for all billed transactions and other Charges made by Customer, its Participants, and its Account holders. Regardless of the liability option selected in the Application, Customer is liable for: (i) all Charges originating outside the United States; (ii) all Charges made to an Account by any Account holder residing outside of the United States; or (iii) Customer’s failure to provide U.S. Bank with immediate notice of: (a) Customer’s termination of employment of any Account holder or removal of a Participant from the Program; (b) any lost, stolen, or compromised Account; or (c) any suspected or actual breach, or misuse of an Account or information regarding Accounts or other sensitive information. U.S. Bank is not responsible for controlling the use of any Accounts, other than as specifically provided herein. Customer shall take all necessary action through the available on-line tools under the Program to terminate the Accounts of any party that would not qualify for the issuance of an Account as set forth in this Section 5. Upon cancellation of an Account or termination of this Agreement, Customer shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for (i) any Account holder misuse of an Account; (ii) Charges declined or approved as a result of inaccurate merchant category codes used by a merchant; or (iii) any reoccurring transactions Customer has failed to cancel.
6. **SECURITY AND CONFIDENTIALITY.**
  - 6.1 Either party may receive or otherwise have access to Secured Information. “**Secured Information**” means information regarding Accounts, passwords, personal identification numbers, and other sensitive information or Confidential Information of either party. Each party shall maintain an information security program designed to (i) ensure the security, integrity and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized access to or use of such Secured Information that could reasonably result in harm to the person or entity that is the owner, user or subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information. Each party shall secure and protect the other’s Secured Information using at least the same degree of care as it uses to secure and protect its own Secured Information, but no less than a reasonable degree of care as determined by the nature of this Agreement and the highest industry standards to prevent the unauthorized use, disclosure, or duplication of Secured Information. At a minimum, Customer will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that is intended or designed to (i) disrupt the operation of any U.S. Bank owned or licensed software or

system; (ii) cause any U.S. Bank owned or licensed materials, software, or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permit any person or entity to destroy, alter, erase, damage or otherwise render inoperable any U.S. Bank owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, malicious program or mechanism such as a software lock or routine for password checking, CPU serial number checking or time dependency.

- 6.2** Each party may have access to, and each party may provide to the other party, information the owner of such information regards as confidential or proprietary. **"Confidential Information"** includes information of a commercial, proprietary, or technical nature, whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information; (iv) the business, financial, or technical information of each party and its respective affiliates; (v) each party's business objectives, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information. Confidential Information does not include information that (i) is already rightfully known to the recipient at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations between the parties; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by U.S. Bank or Customer without the use of any proprietary, non-public information provided by the other party.
- 6.3** U.S. Bank may (i) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations, applicable law or regulatory authorities; or (ii) use and disclose non-identifying data to any entity or third party to the extent such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to Customer, its affiliates, or Account holders. Portions of Customer's Account and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of U.S. Bank for purposes of this Section 6. In the event the recipient receives notice of any order by a court or governmental agency to disclose any Confidential Information of the disclosing party, the recipient shall promptly notify the disclosing party so the disclosing party may seek an appropriate protective order. Notwithstanding the foregoing, U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information and under such circumstances U.S. Bank is excused from notifying Customer of any disclosure of Confidential Information. Each party shall disclose Confidential Information only to the extent required by applicable law or regulatory authority.
- 6.4** Each party shall hold Confidential Information in confidence and disclose Confidential Information only to those employees, agents, subcontractors or individual contractors whose duties reasonably require access to such information. Each party must protect Confidential Information using at least the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or duplication (except as required for backup systems) of such Confidential Information. Each party shall cause its agents, employees, subcontractors and independent contractors, to maintain Confidential Information in confidence and disclose such Confidential Information only for the purpose of performing its obligations, or exercising or enforcing its rights, under this Agreement, or as otherwise expressly permitted by this Agreement.
- 6.5** Upon termination of this Agreement, each party shall immediately, upon election of the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that belongs to the disclosing party; provided, that U.S. Bank may retain particular transaction data with respect to the Accounts as is necessary to perform its billing functions and to maintain compliance with the Card Network operating rules and regulations. Upon written request, the recipient will provide the disclosing party written certification of destruction of Confidential Information. Any Confidential Information maintained in an electronic format shall be returned to the disclosing party in an industry standard format or, at the option of the disclosing party, deleted and removed from all computers, electronic databases and other media. Each party may retain one archived copy of Confidential Information solely for compliance purposes and subject to the terms of this Agreement.
- 6.6** Customer shall not make any "case study," testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder, unless required to do so by applicable law. Customer and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Customer seeks to release that contains U.S. Bank's identity. Customer shall provide U.S. Bank at least 15 business days to review and respond to any such request for approval.

## 7. DEFAULT.

- 7.1** Customer shall be deemed in default upon the occurrence of any of the following events (each a **"Customer Default"**) (i) any violation of its obligations set forth in Section 6 (Security and Confidentiality) and Section 9 (Intellectual Property); (ii) any failure to make a payment on any Account as set forth in Section 4 (Fees and Billing); (iii) any default of any other agreement between U.S. Bank and any of Customer, a Participant, or Customer's affiliate that has not been cured in the time specified in the applicable agreement; (iv) any representations or warranties that fail to be true and correct at any times during this Agreement; or (v) any violation of any other covenants, conditions, or provisions set forth in this Agreement, (vi) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Customer, a Participant or any guarantor of Customer's obligations hereunder (a **"Guarantor"**); (vii) Customer's or Guarantor's merger or amalgamation where it is not the surviving entity; (viii) Customer's or Guarantor's sale, or transfer of all or substantially all of its assets; or (ix) a Guarantor, if any, revokes its guaranty of Customer's obligations.
- 7.2** U.S. Bank will be in default upon the occurrence of any of the following events (each a **"U.S. Bank Default"**) (i) any of U.S. Bank's representations or warranties fail to be true and correct at any time during this Agreement; (ii) U.S. Bank materially violates of any covenants, conditions, or provisions set forth in this Agreement; or (iii) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by U.S. Bank.
- 7.3** Customer shall cure any Customer Default, arising under Section 7.1(i), (ii), or (iv), within five days after notice of a Customer Default. Customer shall cure any Customer Default, arising under Section 7.1(iii) or (v), within 30 days after notice of a Customer Default. Notwithstanding the foregoing, as Customer Default under Section 16 and a Customer Default arising under Sections 7.1 (vi) – (ix) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate the Agreement as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under Section 7.2(i) or (ii) within 30 days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under Section 7.2(iii).
- 7.4** Upon the occurrence of a Customer Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate this Agreement or suspend or cancel any Accounts; (ii) retain and will not be required to pay Customer any amounts due pursuant to this Agreement (other than a return of prefunded amounts not applied to outstanding obligations); (iii) accelerate and demand immediate reimbursement, and Customer shall comply with such demand, of any amounts previously paid to Customer pursuant to this Agreement; and (iv) demand and recover payment of any damage amount directly or indirectly related to any Customer Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank, to exercise its rights or remedies under this Section 7. If Customer violates its obligations under Section 6 (Security and Confidentiality) or Section 9 (Intellectual Property), in the addition to the foregoing, U.S. Bank shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Customer's obligations as set forth in Section 6 (Security and Confidentiality) or Section 9 (Intellectual Property), and because damages resulting from such a breach may be difficult to ascertain. Customer shall pay U.S. Bank \$100,000.00 for Customer's violation of its obligations under Section 6 (Security and Confidentiality) or Section 9 (Intellectual Property). If U.S. Bank determines, in its sole discretion, its harm (including but not limited to actual costs) associated with Customer's violation of Section 6 (Security and Confidentiality) or Section 9 (Intellectual Property)

exceeds \$100,000.00. Customer agrees that it will reimburse U.S. Bank for the full amount identified by U.S. Bank. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Customer Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Customer Default or prevent U.S. Bank from taking action on such Customer Default or any other Customer Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in Section 3 (including requiring prefunding) are independent rights and are not dependent upon the existence of a Customer Default.

- 7.5** Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Customer may: (i) immediately terminate this Agreement; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. Any delay or failure on the part of Customer to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Customer, shall not constitute a waiver of such U.S. Bank Default or prevent Customer from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future.
- 8. TERM, TERMINATION AND SUSPENSION.** This Agreement will remain in effect for five years from the Effective Date (the "**Agreement Term**"). This Agreement will automatically extend at the end of the Agreement Term for successive one year periods, unless either party provides at least 180 days written notice of termination prior to the expiration of the then current term. During the Agreement Term or any successive term thereafter neither Customer nor U.S. Bank may terminate this Agreement, except by mutual consent or as otherwise provided under this Agreement.
- 8.1** In addition to any rights arising under Section 7.4, U.S. Bank may terminate this Agreement (i) by providing ten days prior written notice of such termination to Customer upon U.S. Bank's determination that the relationship under this Agreement is unprofitable or (ii) immediately upon written notice to Customer, if there has been no material activity on Accounts for any 12 consecutive month period.
- 8.2** U.S. Bank may immediately (i) suspend or cancel any Account if U.S. Bank is unable to verify the identity of the Account holder or owner of the Account, based on the Identification Information submitted to U.S. Bank, or if U.S. Bank is unable to verify providing services to an Account holder or Participant does not pose a risk to U.S. Bank of violating any applicable law, statute, or regulation; and (ii) terminate this Agreement if U.S. Bank, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.
- 8.3** The following provisions shall survive termination of this Agreement: Section 4 (Fees and Billing); Section 6 (Security and Confidentiality); Section 7 (Default); Section 9 (Intellectual Property); Section 11 (Indemnification); Section 12 (Limitation of Liability); Section 13 (Notices); Section 15 (Governing Law); Section 26 (Set-Off); Section 27 (Cumulative Remedies); and Section 29 (Waiver of Jury Trial). Without limiting or affecting the foregoing, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination and shall remain in full force and effect.
- 9. INTELLECTUAL PROPERTY.**
- 9.1** U.S. Bank, or its affiliates, is the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services including, but not limited to, the Program, related materials, and derivatives. Customer shall not use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Customer shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through U.S. Bank. Nothing in this provision grants any ownership right to Customer. U.S. Bank remains the sole owner of any and all its Intellectual Property.
- 9.2** Subject to Customer's compliance with this Section 9, U.S. Bank grants Customer and any Participant a non-exclusive, non-transferrable license to use and access Accounts on U.S. Bank's or its third party licensor's software. U.S. Bank or its third party licensors may, from time to time, provide updates of the software. The updates replace the software initially licensed to Customer and do not constitute an additional license to use the software. Customer shall permit U.S. Bank reasonable access to any records, systems, or operations to ensure Customer is in compliance with the license granted in this Section 9.
- 9.3** U.S. Bank, or its third party licensors, retains all rights, title, and ownership of the Accounts (but not the Account data) and software, any documentation provided with the Accounts or software, and any works derived from the software that contain all or part of the software or U.S. Bank or its third party licensors' Intellectual Property. U.S. Bank asserts the Accounts and software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States or other jurisdictions. Any property rights not granted in this Section 9 are reserved by U.S. Bank or its third party licensors. Customer and Participant may not (i) reverse engineer, decompile, or disassemble the software or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access, except as provided by U.S. Bank; (iv) disclose part or all of the software to any third parties, except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly authorized by U.S. Bank; and (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank's business.
- 10. WARRANTIES.** Each party respectively represents and warrants, at all times during this Agreement, that (i) this Agreement is valid, binding, and enforceable against itself; (ii) execution of this Agreement and the performance of the obligations hereunder are within such party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency, or official; and do not constitute a breach of any material agreement of such party; (iii) execution of this Agreement and the performance of the obligations hereunder will not cause a material breach of any duty arising in law or equity; (iv) the transaction contemplated by this Agreement is within the scope of the normal course of business, and does not require further authorization for such party to be bound by this Agreement; (v) each party possesses the financial capacity to perform all of its obligations under this Agreement; and (vi) each party shall comply with all requirements of this Agreement and all applicable laws, rules, regulations, and requirements of governmental authorities related to the Program. Customer represents and warrants, at all times during this Agreement, that (i) the material information provided by Customer to U.S. Bank is true, complete, and accurate; (ii) Customer shall use Accounts, and shall instruct its Account holders to use Accounts, solely for business purposes; (iii) Customer has received any and all necessary consents from Account holders, prior to providing U.S. Bank with any Account holder Identification Information; (iv) the consent of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, Customer has obtained any and all such consents or approvals; (v) Customer shall comply with, and shall cause its affiliates, Participants and Account holders to comply with, (A) the terms and conditions of any applicable Cardholder Agreement, Account holder Agreement, Privacy Agreement, or End User License Agreement that governs the use of an Account (collectively, the "**End User Agreements**") (which U.S. Bank may amend from time to time without notice to the Account holder, but U.S. Bank will provide Account holders with notice of any material change to the End User Agreements), (B) Card Network operating rules and regulations; and (C) any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules, Guidelines of the Canadian Payments Association (Payments Canada) operating rules and guidelines (if applicable), or any related or successor operating rules; and (vi) Customer will not, in connection with the services contemplated by this Agreement or in connection with any other business transactions involving U.S. Bank, receive compensation, make, offer, or promise to make any payment or transfer anything of value, directly or indirectly if such compensation, payment, or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business, in breach of any applicable laws, statutes, regulations, and codes relating to anti-kickback, anti-bribery, and anti-corruption. This paragraph shall not, however, prohibit normal and customary business entertainment of nominal value or the giving of business mementos of nominal value.

**Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other party, in connection with this Agreement, or with respect to software products provided or made available to Customer for its use by U.S. Bank, in connection with this Agreement.**

- 11. INDEMNIFICATION.** Customer agrees to indemnify and hold harmless U.S. Bank and its agents, officers, directors, employees, contractors and subcontractors from any third party claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, costs, and expenses and liability whatsoever (including reasonable legal fees), arising out of (i) the infringement by Customer or any third party of any Intellectual Property or other property or contract right of any other entity; (ii) the violation of any law, rule, regulation or authority by Customer, Participant, Account holders or any third party; (iii) any gross negligence or intentional act of Customer, Participant or Account holders, including, but not limited to, Customer's, Participant's or an Account holder's transmission of incorrect, illegible, duplicate, or fraudulent data to U.S. Bank; or (iv) any Customer Default. U.S. Bank shall notify Customer of any claim that is asserted and each action or suit that is filed or served, and provide Customer with a copy of any written documentation received in relation with the claim, for which U.S. Bank is seeking indemnification pursuant to this Section 11, provided, however, that failure to give such notice shall not relieve Customer of its indemnification obligations. Customer may thereafter assume control of such claim, *provided* that U.S. Bank shall have the right to participate in the defense or settlement of such claim. U.S. Bank may employ counsel at its own expense to assist with any such claim; however, if such counsel is necessary because of a conflict of interest of either Customer or its counsel or because Customer does not assume control, Customer shall bear the expense of such counsel. Customer may not settle any claim, admit to any liability, or consent to any judgment with respect thereto without the consent of U.S. Bank (which consent may not be unreasonably withheld, delayed or rejected).
- 12. LIMITATION OF LIABILITY.** U.S. Bank and its affiliates are not liable for any consequential, special, indirect, or punitive damages of any nature (including lost profits) regardless of whether such parties have been advised of the possibility of such damages. U.S. Bank is not liable for any damages under the Program that exceed the fees U.S. Bank collected during the 12 months immediately preceding the alleged liability.
- 13. NOTICES.** Any notice required to be given to a party pursuant to this Agreement shall be in writing and will be deemed received either (i) two days after the date of mailing if sent by overnight, registered, or certified mail, return receipt requested, or (ii) one day after the date of mailing if sent by a national overnight courier service. Notices shall be sent to the following addresses: to U.S. Bank at U.S. Bank National Association, Corporate Payment Systems, Mail Code EP-MN-A17S, 901 Marquette Ave., Minneapolis, MN 55402, U.S.A. Attn: CPS Contract Manager and to Customer at the address stated on the Application. Either party may change its notification address at any time by written notice to the other.
- 14. ASSIGNMENT AND TRANSFER.** Customer shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Agreement without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Customer. To the fullest extent not prohibited by applicable law, Customer will notify U.S. Bank in advance of any material change (and if prohibited, within 15 days after such change) to any information provided to U.S. Bank at any time in contemplation or in furtherance of this Agreement, including, without limitation, Customer's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Customer shall promptly provide any information requested by U.S. Bank associated with the request for approval. In conjunction with Customer's request for U.S. Bank's written approval, Customer will pay U.S. Bank a fee in the amount of \$1,000.00 in consideration of U.S. Bank's review of changes under this Section 14. If U.S. Bank determines, in its sole discretion, its burden (including but not limited to actual costs) associated with the review exceeds \$1,000.00, Customer agrees that it will reimburse U.S. Bank for the additional amount identified by U.S. Bank, without regard to whether U.S. Bank provides its approval.
- 15. GOVERNING LAW AND VENUE.** The laws of the state of Minnesota and applicable federal laws and regulations of the United States, apply to any dispute arising out of this Agreement, its subject matter, or its formation. The parties shall bring any dispute or claim arising out of or related to this Agreement before a state or federal court in the city of Minneapolis, Minnesota.
- 16. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada, and U.S. Bank policies related thereto. U.S. Bank may require Identification Information for Customer, its affiliates, and its Participants, and any authorized signers, beneficial owners, Account holders or directors of Customer and its affiliates and Participants. Customer shall promptly provide any such required Identification Information to U.S. Bank.
- 17. FORCE MAJEURE AND EXCUSABLE DELAY.**
- 17.1** Except for payment obligations under this Agreement, neither party is responsible for performance delays or failures resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will (i) implement its applicable disaster recovery plan to the extent appropriate, and practicable; (ii) give the other party prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance, until performance has re-commenced in accordance with this Agreement.
- 17.2** Either party may terminate this Agreement, upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations, as a direct result of a force majeure event, for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.
- 18. CHANGE IN TERMS OF THIS AGREEMENT.** U.S. Bank may change the terms and conditions of this Agreement at any time upon written notice to Customer. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Customer refuses to accept the changes, Customer must notify U.S. Bank, in writing and within 30 days from the date of the notice, that it refuses to accept the changes and elects to terminate this Agreement. Should Customer terminate this Agreement pursuant to this Section 18, all Obligations will immediately become due and payable by Customer to U.S. Bank, according to the terms of this Agreement.
- 19. INTERPRETATION.** The parties expressly agree this Agreement will not be construed more strongly against the drafting party. This Agreement constitutes the entire agreement between the parties, concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, or representations, written or verbal, in respect thereof. Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 20. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect, as if this Agreement had been executed with the invalid provision eliminated. The parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the parties' intent.

- 21. **NO WAIVER.** No failure or delay, by either party to exercise any right, power, or privilege provided under this Agreement or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any future exercise of any other right, power, or privilege.
- 22. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
- 23. **RELATIONSHIP BETWEEN U.S. BANK AND THIRD PARTY SERVICE PROVIDERS.** U.S. Bank may enter into agreements with third parties, for the purpose of marketing and advertising U.S. Bank's products and services and providing other services to U.S. Bank. U.S. Bank may compensate the third parties based on revenue generated instead of a flat fee for such services. The products or services provided to Customer pursuant to this Agreement may include products or services subject to such compensation paid to third parties. To the extent Customer was referred to U.S. Bank by such third party, Customer authorizes U.S. Bank to release Customer's Confidential Information to such third party (and its agents) for purposes of communicating or computing any revenue or fees that may be due from U.S. Bank to such third party.
- 24. **DELEGATION.** U.S. Bank may delegate duties herein to one or more third parties without Customer approval or consent, so long as, U.S. Bank remains responsible for the conduct of and payment to such third parties.
- 25. **NO THIRD PARTY BENEFICIARIES OR CLAIMS.** Except as stated in this Agreement, and with reference to any successors or assigns, any services provided under this Agreement are for the sole and exclusive benefit of Customer and Participants, if any, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not party to this Agreement.
- 26. **SET-OFF.** U.S. Bank may set-off any amounts Customer owes to U.S. Bank pursuant to this Agreement or any other agreement between the parties or their affiliates against any amounts due to Customer by U.S. Bank or its affiliates. In addition, if U.S. Bank permits prepayment by Customer or a Participant, any amounts received by U.S. Bank and held in the Account(s) are not deposits by Customer or Participant with U.S. Bank. Nothing in this Agreement, any Statements or any other documents produced by U.S. Bank, Customer or a Participant causes any amounts credited to an Account to be a deposit. Customer or a Participant has a right of set-off with respect to those amounts in each Account remitted to U.S. Bank. U.S. Bank may apply and set-off any such amounts against any Obligations.
- 27. **CUMULATIVE REMEDIES.** Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- 28. **INCORPORATION.** The following are incorporated into this Agreement by reference as if set out at length herein:
  - 28.1 U.S. Bank Commercial Account Program Application.
  - 28.2 Schedule 1 – Fees.
- 29. **WAIVER OF JURY TRIAL.** Customer and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Agreement.
- 30. **AUTHORIZATION AND EXECUTION.** This Agreement may be executed and delivered electronically, and fully executed electronic versions of this Agreement, or reproductions thereof, will be deemed to be original counterparts.

The signer represents and warrants that (i) he or she is authorized by an applicable bylaw, article, resolution or other corporate authority to enter into all transactions contemplated by this Agreement, and (ii) the signatures appearing on all supporting documents of authority are authentic.

In witness whereof, Customer has executed this Agreement.

DATE: 3/23/2021

Troy Bingham

Digitally signed by Troy Bingham  
DN: cn=Troy Bingham, o=Utah Transit Authority, ou=Accounting,  
email=tbingham@utahtransit.com, c=US  
Date: 2021.03.23 16:48:43 -0600

Signature of 1<sup>st</sup> Authorized Signer

Troy Bingham

Printed Name of 1<sup>st</sup> Authorized Signer  
(Full legal name, first, middle and last name)

Comptroller

Printed Title of 1<sup>st</sup> Authorized Signer

Signature of 2<sup>nd</sup> Authorized Signer  
(ONLY if required by Customer's organizational guidelines)

Printed Name of 2<sup>nd</sup> Authorized Signer  
(Full legal name, first, middle and last name)

Printed Title of 2<sup>nd</sup> Authorized Signer

DocuSigned by:

Mike Bell

5/5/2021

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## Schedule 1 – Fees

FEES	
Description	Fee
<b>Annual Account Fee</b>	\$0.00
<b>Cash Advance Transaction Fee</b>	2.5% (minimum \$2.00)
<b>Convenience Checks</b>	
Transaction fee	2.5% (minimum \$2.00)
Returned check fee	\$15.00
Stop payment fee	\$15.00
Copy fee	\$2.00
<b>Custom Coding</b> (Commercial Payments Manager™ only)	
Standard (completion within 8 weeks)	\$6,000.00
Rush (completion within 4 weeks)	\$8,000.00
Emergency (completion within 1 week)	\$10,000.00
<b>Delinquency Fee</b>	
<b>Corporate Accounts</b>	
Not paid by due date on the entire past due balance	0%
Not paid by each subsequent Billing Cycle on the entire past due balance	2.5% (minimum \$2.00)
<b>Purchase Accounts and One Card Accounts</b>	
Not paid by due date on the entire past due balance	2.5% (minimum \$2.00)
Not paid by each subsequent Billing Cycle on the entire past due balance	2.5% (minimum \$2.00)
<b>Electronic Attachment Utility</b>	\$12.00, annually per Account
<b>Executive Cards</b>	\$100.00 per Account
<b>Expedited Card Delivery Fee</b>	\$30.00, per delivery
<b>Expense Management Fee</b>	\$40.00 annually, per Account
<b>Foreign Transaction Fee</b>	3%
<b>Logo Setup Fee</b>	\$600.00
<b>Non-Sufficient Funds Fee</b>	\$15.00, per occurrence
<b>Statements</b>	
Paper Statement fee	\$12.00 annually, per Account
Statement copy fee	\$9.00 per copy
Draft copy fee	\$5.00 per copy



**AMENDMENT NO. 1  
REBATE AMENDMENT**

This Amendment No. 1 – Rebate Amendment (“**Amendment**”) is between by Customer and U.S. Bank. This Amendment will become effective upon signing by U.S. Bank (“**Effective Date**”).

**RECITALS**

- A.** Customer and U.S. Bank entered into the Commercial Account Agreement dated March 23, 2021, (the “**Agreement**”); and
- B.** Customer and U.S. Bank desire to modify the Agreement in the manner and on the terms and conditions set forth in this Amendment.

Now, therefore, for and in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer and U.S. Bank agree to the following:

- 1. Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. In addition, the following terms shall have the following meanings:
- 1.1** “**Agreement Year**” means a 12-month period beginning with the first day of the first month following the Effective Date of this Amendment.
- 1.2** “**Average Transaction Size**” means the Net Standard Charge Volume divided by the number of Charges that qualify as Net Standard Charge Volume.
- 1.3** “**Charge-off**” means any amount due and owing to U.S. Bank by Customer, its Participants or Account holders related to the Agreement that is classified as a charge-off under U.S. Bank’s then applicable accounting policies.
- 1.4** “**Charge-off Adjustment**” means the difference between Charge-offs and one-half of Charge-off Recoveries.
- 1.5** “**Charge-off Recovery**” means an amount equal to any monetary recovery related to a Charge-off.
- 1.6** “**Discount Interchange Rate Program**” means an interchange rate program where the rates assessed on particular transactions are less than the standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to Customer.
- 1.7** “**File Turn Days**” means the number of days from the date U.S. Bank funds a Charge to the date of payment, inclusive of the beginning and ending dates.
- 1.8** “**File Turn Days Payment Performance**” means the weighted average File Turn Days for each Agreement Year.
- 1.9** “**Net Discount Charge Volume**” means all Charges set forth on the Statement furnished for the Accounts in an Agreement Year that qualify for and have applied to them a Discount Interchange Rate Program, less credits, and net of Charge-off Adjustments for the same Agreement Year. All other Charges, fees, cash advances, Fraudulent Charges, and chargebacks are excluded from Net Discount Charge Volume.
- 1.10** “**Net Standard Charge Volume**” means all Charges set forth on the Statements furnished for all Accounts in the Agreement Year other than those Charges qualifying for and having applied to them Discount Interchange Rate Program, less all credits, cash advances, fees, Fraudulent Charges, chargebacks (other than those counted as Fraudulent Charges) and net of Charge-off Adjustments for the same Agreement Year.
- 2. Rebate.** Customer may earn a rebate for the products selected in Section 2 (Product Selection and Optional Enhancements) of the Agreement.
- 2.1 Conditions.** To be eligible for and to retain a rebate, Customer must: (i) satisfy all requirements in Table A; (ii) complete the Agreement Year in which a rebate is earned; (iii) not be subject to an uncured Customer Default at the time the rebate payment is due for such

Agreement Year and (iv) complete the initial Agreement Term. If Customer fails to satisfy requirements (i) – (iii) of this section at the time of the scheduled rebate payment for a particular Agreement Year, U.S. Bank will not be required to pay Customer a rebate payment for such Agreement Year. If U.S. Bank reasonably anticipates that Customer will fail to satisfy requirement (iv) in the future, (A) U.S. Bank will not be required to pay Customer a rebate payment and (B) upon request by U.S. Bank, Customer shall immediately reimburse any rebate payments Customer received during an incomplete initial Agreement Term. If Customer's final net rebate is a negative amount, Customer shall reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to Customer.

<b>Table A Requirements</b>	
	<b>One Card Accounts</b>
<b>File Turn Day Payment Performance</b>	≤ 29
<b>Net Standard Charge Volume</b>	≥ \$1,000,000.00

- 2.2 Rebate Calculation.** If Customer satisfies all the applicable Table A requirements in an Agreement Year, U.S. Bank will calculate a rebate for the same Agreement Year as follows:
- (a) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 3.
  - (b) U.S. Bank will multiply the Net Discount Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 3.
  - (c) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table C (Net Standard Charge Volume Percentage) of section 3.
  - (d) U.S. Bank will multiply the Net Discount Charge Volume by the applicable percentage on Table D (Net Discount Charge Volume Percentage) of section 3.
  - (e) U.S. Bank will add the amounts arrived at in sections 2.2(a)-(d) to arrive at Customer's gross rebate for the Agreement Year.
  - (f) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Customer's net rebate for the Agreement Year.

For the avoidance of doubt, Section 2.2(f) is only a component in the calculation of the rebate payable to Customer for a particular Agreement Year. It does not constitute the payment, forgiveness or netting of any Charge-offs or any other amounts due to U.S. Bank against the rebate payments due to Customer.

- 2.3 Payment.** U.S. Bank will pay Customer's net rebate within 90 days after the completion of the applicable Agreement Year. U.S. Bank will pay Customer's final net rebate within 90 days after Customer satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Customer rebate payments less than \$3,500.00. U.S. Bank will not carry forward any rebate payment less than \$3,500.00.

**3. Rebate Tables.**

<b>Table B Performance Percentage</b>					
<b>File Turn Days Payment Performance</b>	<b>Performance Percentage</b>	<b>File Turn Days Payment Performance</b>	<b>Performance Percentage</b>	<b>File Turn Days Payment Performance</b>	<b>Performance Percentage</b>
29	0.0000%	19	0.0500%	9	0.1000%
28	0.0050%	18	0.0550%	8	0.1050%
27	0.0100%	17	0.0600%	7	0.1100%
26	0.0150%	16	0.0650%	6	0.1150%
25	0.0200%	15	0.0700%	5	0.1200%
24	0.0250%	14	0.0750%	4	0.1250%
23	0.0300%	13	0.0800%	3	0.1300%
22	0.0350%	12	0.0850%	2	0.1350%
21	0.0400%	11	0.0900%	1	0.1400%
20	0.0450%	10	0.0950%	0	0.1450%

<b>Table C Net Standard Charge Volume Percentage</b>	
<b>Net Standard Charge Volume</b>	<b>Percentage</b>
\$1,000,000.00	1.4250%
\$3,000,000.00	1.5500%
\$5,000,000.00	1.6500%
\$6,000,000.00	1.7250%
\$7,000,000.00	1.7750%
\$8,000,000.00	1.8000%
\$10,000,000.00	1.8250%
\$15,000,000.00	1.8500%
\$20,000,000.00	1.8750%
\$25,000,000.00	1.9000%

<b>Table D Net Discount Charge Volume Percentage</b>
0.9000%

**4. Rebate Payment Registration.** Customer shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Customer has registered for ACH. If Customer fails to register for ACH by the completion of an Agreement Year, Customer forfeits any payment for that Agreement Year. Customer designates the following person to register Customer for ACH:

<b>Rebate Payment Registration</b>	
<b>a)</b> Authorized Person's Name	Troy Bingham
<b>b)</b> Authorized Person's Email Address	TBingham@rideuta.com

5. **Agreement Term.** The Agreement Term as defined in Section 8 (Term, Termination and Suspension) of the Agreement is amended to begin on the first day of the first month following the Effective Date of this Amendment and shall continue for five years. At the end of the Agreement Term, Customer and U.S. Bank shall have five 1-year mutual renewal options to extend the Agreement Term for 1-year periods.
6. **Interchange Rate.** U.S. Bank may modify the rebate calculations or values set forth in sections 2 and 3, if existing interchange rates or programs are modified, or if new interchange rates or programs are developed.
7. **Governing Law and Venue.** Section 15 (Governing and Venue) of the Agreement is struck and replaced with the following:

**“15.Governing Law and Venue.** The laws of the state of Utah, and applicable federal laws and regulations of the United States, apply to any dispute arising out of this Agreement, its subject matter, or its formation. The parties shall bring any dispute or claim arising out of or related to this Agreement before a state or federal court in the state of Utah.”
8. **No Further Modifications; Full Force and Effect Conflicts.** Except as expressly modified in this Amendment, all other terms and conditions of the Agreement are acknowledged by the parties and shall remain in full force and effect. The terms of this Amendment shall control over any inconsistent terms of the Agreement.
9. **Third Party Consent.** Customer represents and warrants to U.S. Bank that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Customer has obtained any and all such consents or approvals. Customer will indemnify and hold U.S. Bank harmless for any damage that may ensue due to a breach of this representation and warranty.

**10. Authorization and Execution.** This Amendment may be executed and delivered by the parties electronically, and fully executed electronic versions of this Amendment, or reproductions thereof, will be deemed to be original counterparts.

The signer represents and warrants that he or she is authorized by an applicable bylaw, article or other corporate authority to enter into all transactions contemplated by this Amendment.

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

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

**By Customer:**

**By U.S. Bank:**

Utah Transit Authority  
\_\_\_\_\_  
(Please Insert Full Legal Entity Name)

U.S. Bank National Association  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signer)

\_\_\_\_\_

Carolyn Gonot  
\_\_\_\_\_  
(Printed Name of Authorized Signer)

\_\_\_\_\_

Executive Director  
\_\_\_\_\_  
(Printed Title of Authorized Signer)

Senior Vice President  
\_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Second Authorized Signer)

William Green  
\_\_\_\_\_  
(Printed Name of Second Authorized Signer)

Chief Financial Officer  
\_\_\_\_\_  
(Printed Title of Second Authorized Signer)

DocuSigned by:  
*Mike Bell*  
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4/22/2021

L.M.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto  
**PRESENTER(S):** Manjeet Ranu, Director of Capital Development

**TITLE:**

**Change Order: FrontRunner Forward On Call Operations Planning and Simulation Assistance Task Order 2 (DB Engineering and Consulting, USA)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve award and authorize the Executive Director to execute Task Order No. 2 and associated disbursements in the amount of \$320,105.80 with DB Engineering and Consulting, USA.
<b>BACKGROUND:</b>	FrontRunner enhancements are a prominent feature in local and regional transportation plans. Both Regional Transportation Plans (RTPs) in UTA’s transit district, one from each of the metropolitan planning organizations (MPOs), include improvements to FrontRunner commuter rail. State Legislative leaders have identified the need to enhance FrontRunner Service to help improve mobility and regional economic competitiveness, mitigate air pollution, and reduce congestion on the I-15 corridor. UTA and its partners are seeking to provide improved reliability for the current FrontRunner service, reduce typical travel times, increase service on the system during peak hours and consider express or skip-stop services. The FrontRunner Next Steps Strategy On-Call Operations Contract was awarded to DB Engineering & Consulting, USA by competitive procurement process on a best value basis on January 12 ,2021. The work performed under this contract is a critical part of UTA’s overall FrontRunner Forward program. Some resources in this contract are scoped to provide coordination and information-sharing to other elements and professionals involved in the program. Task Order 1, awarded for \$179,856.44 on January 15, 2021 by the Executive Director for task planning and organization, was completed during the legislative session to be responsive to inquiries raised by elected officials. -
<b>DISCUSSION:</b>	The remaining project budget is included under Task Order 2 so that the team could be flexible and responsive to real time information from conceptual engineering and

	<p>strategic business plan work stemming from the procurement of the FrontRunner Program Management Consultant. <b>Task Order 2 will be structured in Four Sub-Tasks:</b> <b>Sub Task 1:</b> FrontRunner Forward Program Manager (FRFPM) Coordination - regular meetings to receive feedback and guidance from other work streams that may impact ongoing operations planning <b>Sub Task 2:</b> Strategic Concept Development Support - refine concepts developed in Task Order 1 that are to be forwarded - develop conceptual service plans in support of the strategic business plan - be responsive to ideas shared in the coordination meeting with the FRFPM that result from conceptual engineering analysis, and/or market considerations such as demographic data and market trends - assess the service benefits and infrastructure needs from changes to maximum allowable speed, fleet, and/or service frequencies and patterns <b>Sub Task 3:</b> Simulation Modelling - conduct dynamic simulation to validate the stability and robustness of the developed concepts - up to seven peak-hour timetables and includes all revenue and non-revenue moves - tested with and without perturbations <b>Sub Task 4:</b> Signal and Stations Safety Enhancements - assessment of potential enhancements to the signal system and needed safety improvements at graded crossings and stations needed for increased speed to 90 mph and implementation of express services - perform an initial, high level review of the entire signal system up to three locations identified as potential bottle necks from the conceptual service planning and simulation will then be studied in more detail.</p>
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	DB Engineering & Consulting, USA
Contract Number:	20-03323BM
Base Contract Effective Dates:	November 17, 2020 - November 17, 2023
Extended Contract Dates:	
Existing Contract Value:	\$179,856.44
Amendment Amount:	T.O. No. 2 \$320,105.80
New/Total Amount Contract Value:	\$499,962.24
Procurement Method:	Competitive Request for Proposals
Funding Sources:	MSP243 Account #40-3243.68912
<b>ALTERNATIVES:</b>	<p>UTA could choose to not move forward with this task order and delay performing this study for a future date. However, doing so will delay the execution of this critical element of the FrontRunner Forward Program that is required to assure whatever capital investments are made will enable the desired operating result</p>

<b>FISCAL IMPACT:</b>	The amount of \$320,105.80 for Task Order No. 2 was budgeted for in the 2021 Capital Budget.
<b>ATTACHMENTS:</b>	1) FrontRunner Forward Simulation Task Order 2 (DB Engineering and Consulting 2) FrontRunner Forward Next Steps On Call Operations Planning and Simulation Assistance Contract (base contract) 3) FrontRunner Forward Simulation Task Order 1 (DB Engineering and Consulting)



Approved as to Form and Content

DocuSigned by:  
*Mike Bell* 4/26/2021  
361F16F838704A9...

Michael Bell

Assistant Attorney General UTA  
Counsel

Exhibit A

Simulation and Operations Planning Task Order 2

*UTA – Simulation and Operations Planning*  
Task Order 2

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DB Engineering & Consulting USA, Inc.

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Consulting

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2010 Main Street STE 220

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Irvine, CA 92614 USA

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March 22, 2021

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DB Engineering & Consulting USA, Inc.

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DB Engineering & Consulting USA Inc.

## 1 FrontRunner Service and Ops Analysis Task Order 2 Overview

DB Engineering & Consulting USA Inc (DB), as requested by Utah Transit Authority (UTA), has developed the following scope of work in response to Task Order 2 ☐ Reduce Travel Time in the Short Term, Define Initial Investment Service, Simulate Scenarios being considered, provided to DB by UTA on March 10, 2021. Because this scope of work is being agreed upon prior to the full notice to proceed for the FrontRunner Forward Program Management team, some adjustments to the specifics of each sub-task described herein may change, but the total amount of the Task Order 2 would remain the same.

The primary objectives of this Task Order is to further the development of operationally feasible concepts that allow UTA to expand service in the peak operating periods as well the development of conceptual plans in support of FrontRunner strategic business plan.

In support of those primary objective, there are several sub-objectives that need to be addressed during the planning process:

- Understand future market demands of the corridor, including future growth and changes in travel patterns.
- Understand the signal and station safety improvements needed to support express service and increase in top speeds to 90 MPH;

The Technical Working Group (TWG) organized for Task Order 1 will continue to provide guidance for the technical workstreams in Task Order 2. The TWG will meet regularly (bi- weekly) to define objectives, discuss input needs, analyze results, and identify potential concept refinements.

### 1.1 Proposed Sub-Tasks

This work effort will be structured in Four Sub-Tasks:

- Sub-Task 1: FrontRunner Forward Program Manager Coordination
- Sub-Task 2: Strategic Concept Development Support
- Sub-Task 3: Simulation Modelling
- Sub-Task 4: Signal and Stations Safety Enhancements

## 2 Sub-Task 1: FrontRunner Forward Program Manger Coordination

DB will plan regular coordination with FrontRunner Forward Program Manager (FRFPM) to inform and update the FRFMP team on the status of the service and operational planning, and to receive feedback and guidance from other work streams that may impact ongoing operations planning. Coordination will be initiated with a kick-off meeting in which DB will present a summary of findings from Task Order 1 and the roles and responsibilities will be delineated for how information will be shared going forward among the teams.

DB Engineering & Consulting USA Inc.

DB estimates that coordination will occur in regular bi-weekly information sharing sessions.

#### Deliverables: Sub-Task 1

- Presentation style report summarizing service and operations planning work done to date for Kick-Off Meeting
- Bi-weekly participation in coordination meetings

### 3 Sub-Task 2: Strategic Concept Development Support

In Task Order 1, DB used an iterative process to develop service concepts consisting of a select network configuration and set of stopping patterns and frequencies that meet one or more of the service goals and/or emphasize service to certain travel markets. These concepts were reconciled to be free of operating conflicts and illustrated with stringlines for discussion and review with the working group.

This sub-task will use that same approach to develop of conceptual service plans in support of the strategic business plan. We will be responsive to ideas shared in the coordination meeting with the FRFPM that result from conceptual engineering analysis, and/or market considerations such as demographic data and market trends. Conceptual service concepts will assess the service benefits and infrastructure needs from changes to MAS, fleet, and/or service frequencies and patterns. [Deliverables: Sub-Task 2](#)

- Presentation style report process and method for concept development describing recommended adjustment to existing operations;

### 4 Sub-Task 3: Simulation Modelling

In Task Order 1, DB developed a dynamic simulation model in RailSys for use in future task orders. In Task Order 2, DB will conduct dynamic simulation to validate the stability and robustness of the developed concepts.

Up to seven peak-hour timetables, as defined by the TWG, will be simulated on infrastructure defined in the conceptual development phase for the Provo – Ogden corridor. The timetables will be simulated using continuous peak hour conditions (with a ramp up and ramp down period) and will include all revenue and non-revenue moves.

The simulation will be used to

(a) identify whether delay accumulates due to daily variability in operations, and (b) assist in understanding how the bottlenecks on the proposed infrastructure will impact operation.

Each timetable concept will be tested under two conditions. In a first step, each timetable will be simulated with no perturbations to develop a baseline

DB Engineering & Consulting USA Inc.

understanding of the timetable's stability from which to measure variability against. In a second step, minor disruptions associated daily operation will be introduced using agreed perturbations as directed by the TWG (e.g., run time variation, entry delay, dwell time extension, etc.). Our simulation tool allows the user to define the distribution of parameters used for perturbation to match the expected level of disruption. After the perturbations are defined, 100 simulations, which represent 100 days of operation, will be run to obtain statistically significant results for output analysis. For each of the simulations, perturbation of parameters will be introduced with randomized values. This is to simulate the interaction between infrastructure, signaling system, rolling stock, and timetable and to examine if delay builds up when random disruptions happen. The results (such as train actual arrival/departure time at all the stations) will be generated as a csv file for further analysis and visualized through stringlines.

Key metrics, as defined by the TWG, such as total minutes of delay and on-time performance (OTP) standards will be calculated at a summary level to assess the overall stability of the timetable during the peak hour for daily operations and assess the impact of potential bottlenecks. The UTA target of 95 percent OTP will be used as a threshold as minimum acceptable standard. More detailed analysis of specific problem days (top 5 percent delay scenarios) will be developed with operations visualized for a full understanding of the causes of delays and how the system recovered from those.

Infrastructure changes identified through simulation that reduce delay and contribute to bringing the system below acceptable delay thresholds will be presented to the TWG for potential follow up analysis.

Prior to the beginning the simulation, DB E&C will hold an initial meeting with the TWG to define and confirm the following assumptions:

- 1) Operation parameters
- 2) Timetable for simulation
- 3) Variables to perturb for dynamic simulation and threshold and distribution of variability
- 4) On-time performance standards and other Metric of Interest to UTA

### Deliverables: Sub-Task 3

- Presentation style report deck that includes simulation input, methodology, assumptions, simulation output, output analysis, conclusions, and recommendations including locations and extent of required capital and operating changes if any

DB Engineering & Consulting USA Inc.

5 Sub-Task 4: Signal Enhancements and Station Safety Considerations

Team member RailPros will lead an assessment of potential enhancements to the signal system and needed safety improvements at graded crossings and stations needed for increased speed to 90 mph and implementation of express services. While the simplicity of a ‘speed increase’ appears great on paper, there are physical limitations

within the wayside signal system, cab signals, wayside programming, ASR times, braking blocks, track circuit lengths (blocks), signal aspects, signal spacing, crossing approaches, remote DAX/UAX and turnout speeds. This is not an all-inclusive list however it highlights the complexity of the current UTA signal system.

RailPros will perform an initial, high level review of the entire the signal system. Up to three locations identified as potential bottle necks from the conceptual service planning and simulation will then be studied in more detail recommendation on what needs to improve and the estimate for that improvement (design, material, and construction).

Deliverables: Sub-Task 4

- A summary of system wide assessment of opportunities of signal and station enhancements
- Recommendations on up to three locations for specific enhancements

6 Estimated Project Schedule

The following estimated project schedule is proposed. Bi-weekly interactions with the Technical Working Group are assumed throughout the project.

DB is responsible for timely development of materials and will ensure best efforts to coordinate with UTA and other stakeholders as needed to deliver outlined scope above.

Week Of -->	May	June	July	Aug	Sep	Oct	Nov	Dec
Sub-Task 1: FrontRunner Forward Program Manager Coordination								
Sub-Task 2: Strategic Concept Development Support								
Sub-Task 3: Simulation Modeling								
Sub-Task 4: Signal and Stations Safety Enhancements								

7 Estimated Level of Effort – **Not to Exceed Budget**

DB E&C reserves the right to reassign work hours among the project team, as required, to fulfil the scope of work for this task. If complexity is beyond the anticipated level, additional budget may be necessary to complete this effort.

## DB Engineering &amp; Consulting USA Inc.

	Principal Consultant	Managing Consultant	Senior Consultant	Consultant	Analyst	Total	Total
Sub-Task 1: FrontRunner Forward Program Manager Coordination	80	0	0	0	0	80	\$23,564.80
Sub-Task 2: Strategic Concept Development Support	200	80	0	0	460	740	\$137,932.80
Sub-Task 3: Simulation Modeling	40	0	120	220	119	499	\$83,641.00
Sub-Task 4: Signal and Stations Safety Enhancements	20	0	200	200	0	420	\$74,967.20
Total	340	80	320	420	579	1739	\$320,105.80



**UTA CONTRACT NO. 20-03323BM**

**FrontRunner Next Steps Strategy: On Call Operations Planning and Simulation Assistance**

This Task Ordering Agreement (TOA) 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 DB ENGINEERING & CONSULTING USA INC. ("Consultant").

**RECITALS**

- A. UTA desires to award a task ordering contract for professional consulting services per the Statement of Services contained at Exhibit A.
- B. On September 30, 2020, UTA issued Request for Proposal Package Number 20-03323BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

**AGREEMENT**

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

**1. SERVICES TO BE PROVIDED**

- a. Consultant shall perform all Tasks issued under this TOA 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 TOA 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. TASK ORDER ISSUANCE**

- a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete planning and simulation item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit B. Upon the execution of a Task Order, the Consultant shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Consultant and procure the item outside this Contract.

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

- c. Consultant shall deliver monthly progress reports with invoices 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. FINAL ACCEPTANCE OF TASKS**

Each Task shall be entirely completed – including all deliverables, back up analysis, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Consultant has fully performed the work under a Task Order, UTA's PM will notify the Consultant of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Consultant knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

#### **5. 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. Consultant shall complete all Work no later than three (3) years after a Notice To Proceed. (This contract contains two additional option years which may be exercised in the sole discretion of UTA with 60 days

advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

## **6. COMPENSATION**

UTA agrees to pay Consultant for services rendered hereunder in accordance with the applicable hourly rates for Consultant's Managers as set forth in Exhibit B. Payment will be based on actual hours expended plus appropriate and authorized direct expenses.

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit B. The lump sum price will be paid to the Consultant for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Consultant for all costs necessary to manage and complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum price, including all labor, materials, equipment, supplies, tools, incidental expenses, and any other direct or indirect associated costs.

## **7. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
  2. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

## **8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## **9. 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.

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

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

## **10. 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.

## **11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the 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.

## **12. USE OF SUBCONSULTANTS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all sub Consultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such sub Consultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to sub Consultants, 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 sub Consultants.
- 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.

## **13. KEY PERSONNEL**

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

## **14. 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.

## 15. 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 sub Consultant 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 sub Consultants 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.
- d. **TERMINATION OF TASKS OR TOA:** UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is

terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

**16. 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 sub Consultants utilized in the performance of the Work at any tier.

**17. FINDINGS CONFIDENTIAL**

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

## **18. 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.

## **19. GENERAL INDEMNIFICATION**

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

## **20. INSURANCE REQUIREMENTS**

- a. Consultant and sub Consultants shall procure and maintain until all of its obligations have been discharged 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 Consultant, its agents, representatives, employees or sub Consultants.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under the Contract by the Consultant, its agents, representatives, employees or sub Consultants and Consultant is free to purchase additional insurance as may be determined necessary.

- c. 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.

- i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

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

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

- ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: “The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant.”
    - iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its sub Consultants, representatives, or agents as long as they are engaged in the work covered by this Contract or such sub Consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

- d. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- e. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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 sub Consultants and Consultant is free to purchase additional insurance as may be determined necessary.
- f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- h. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## **21. 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 sub Consultants 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 sub Consultants 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 sub Consultant, 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.

## **22. 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.

## **23. 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.

## **24. 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:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Program Director/Consultant’s	Five calendar days
UTA’s Chief Service Development Officer/Consultant’s	Five calendar days

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

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

**25. 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.

**26. 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.

**27. 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.

**28. NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Brian Motes, Contract Administrator  
669 West 200 South, SLC, UT 84101  
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

DB Engineering & Consulting USA Inc.  
ATTN: Yoav Hagler, Principal Consultant  
770 L Street, Suite 1240  
Sacramento, CA 95814

With a required copy to:

DB Engineering & Consulting USA Inc.  
ATTN: David Hüffmeier, CFO  
770 L Street, Suite 1240  
Sacramento, CA 95814

- 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.

### **29. CONTRACT ADMINISTRATOR**

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

### **30. 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 sub-Consultants 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 sub-Consultant's employees and the employee's dependents during the duration of the subcontract.

### **31. 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.

### **32. NO THIRD PARTY BENEFICIARY**

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

### **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.

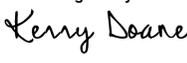
**UTAH TRANSIT AUTHORITY:**

DocuSigned by:  
By   
0C1EDCBAD5D7410...  
Name Carolyn M. Gonot  
Title Executive Director  
Date 1/12/2021

DocuSigned by:  
By   
9B93AEE62284418...  
Name Mary DeLoretto  
Title Chief Service Development officer  
Date 1/4/2021

DocuSigned by:  
By   
70E33A415BA44F6...  
Name Michael L. Bell  
Title Utah Attorney General  
Date 1/4/2021

**UTA Legal Counsel**

DocuSigned by:  
  
6A9D11455293495...  
Kerry Doane  
Mgr of Long Range and Strategic Planning  
1/4/2021

**DB ENGINEERING & CONSULTING USA INC.:**

By   
David Hüffmeier  
2020.12.17 17:00:00  
-08'00'  
Name David Hüffmeier  
Title CFO  
Date \_\_\_\_\_

By   
Mark Evans  
C=US CN=Mark Evans OU=President &  
CEO E=mark.evans@deutschebahn.com  
O=DB Engineering and Consulting USA  
Inc.  
2020.12.17 18:26:04 -08'00'  
Name Mark Evans  
Title CEO  
Date \_\_\_\_\_

Exhibit A**FRONTRUNNER NEXT STEPS****FrontRunner Next Steps Strategy**

The Wasatch Front is growing at a rapid pace, and its geography – bounded on both east and west sides by mountains and lakes – constrains this growth to a linear corridor with Interstate 15 and UTA’s FrontRunner commuter rail line as a dual spine providing the principal, continuous north-south travel corridors for the region. Recognizing the need to get out ahead of increasing demands on this corridor and the need to provide mobility choices, UTA and its stakeholders are preparing for the next phase of investment in the FrontRunner system.

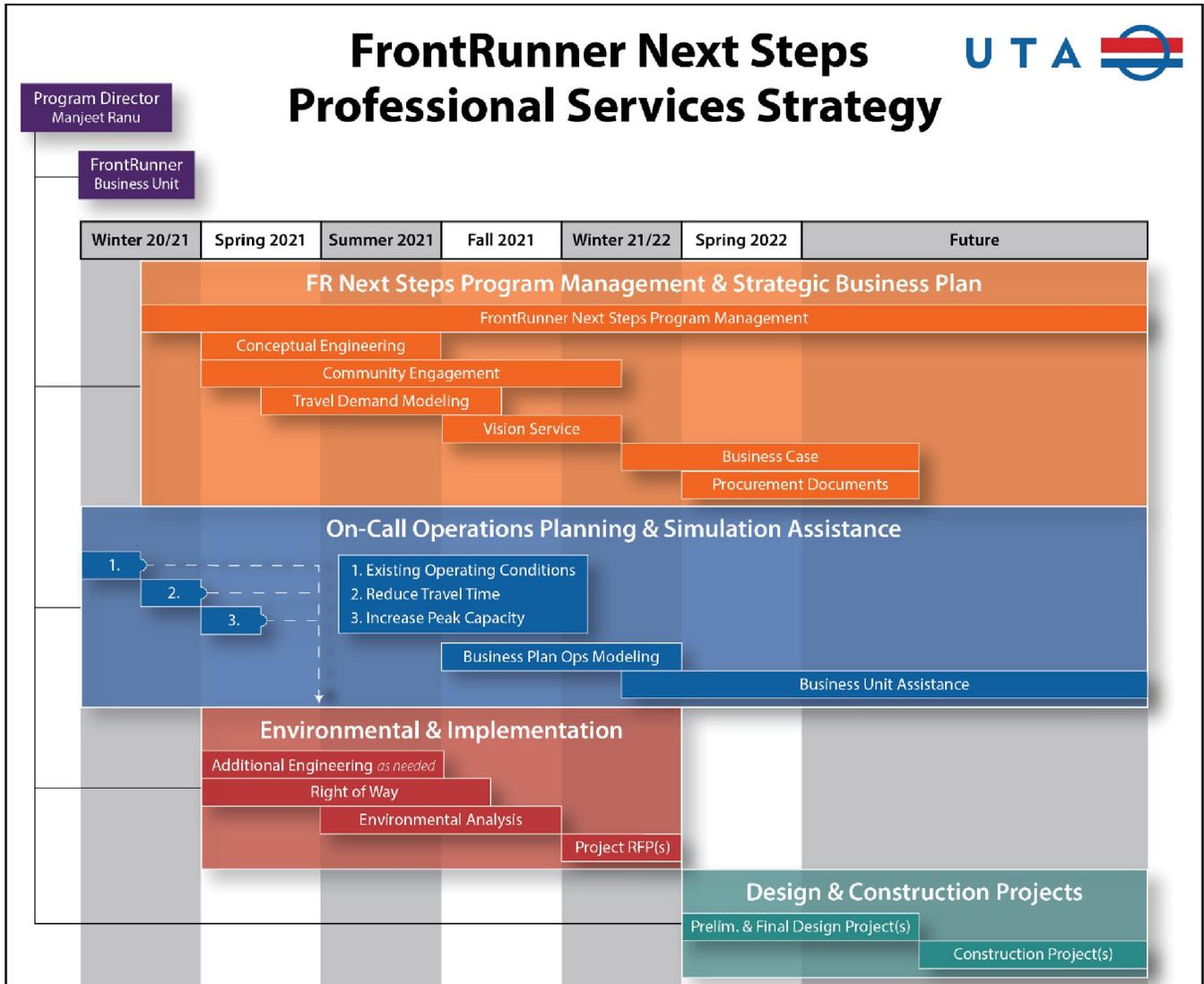
UTA’s goals for the FrontRunner system, which align with regional goals established in other transit-related recent studies, include:

- Increasing transit usage overall
- Reducing congestion in the I-15 corridor
- Improving air quality
- Providing additional options to connect jobs and employees
- Enhanced safety at grade crossings
- Supporting real estate and economic development consistent with local government plans required by SB 34 (2019 General Session)

The FrontRunner Next Steps Strategy is a multi-pronged effort to advance these goals. The Strategy requires multiple professional services at various steps in the process.

1. On-call Operations Planning and Simulation Assistance
  - Existing operating conditions analysis
  - Identify scenarios to reduce travel time and increase peak capacity
  - Additional model and scenario runs as determined by the findings of other contracts in the overall strategy
  - FrontRunner Business Unit operations support
2. Program Management, Project Definition, and Strategic Business Plan
  - Provide program management to forward projects through to implementation
  - Define project(s) required to achieve desired service and infrastructure enhancements
  - Define a vision for the FrontRunner system
  - Develop a Strategic Business Plan that makes a business case for further investment
3. Project Environmental and Implementation
  - Advance the projects through the next phases of project development toward implementation
4. Design, and Construction Projects
  - Design, engineering and construction of project packages
  - Estimation of project package costs and potential funding sources

The following graphic shows a revised format for the program than was used in the RFP for this contract, however the role of the On-call Operations Planning and Simulation Assistance remains the same.



**Background**

UTA’s transit network has continued to grow and expand since the first service was delivered in 1970. As part of this growth, UTA has added hundreds of miles of new service and several different modes of transit to the portfolio of services they provide, including a series of rail and bus-rapid-transit (BRT) lines throughout the service area.

A key component to the success of this ever-growing network is UTA’s FrontRunner commuter rail service. Construction on UTA’s commuter rail north segment began in 2005 and was completed in 2008. FrontRunner began operation in April of that year with service from Ogden to Salt Lake City, and by 2012 service was

extended south to Provo in Utah County for a total of 84 miles of commuter rail. For a time, UTA provided limited service north of Ogden to Pleasant View, along track owned by Union Pacific, but ended this service in August 2018.

FrontRunner is one of five rail lines operated by UTA and is the agency's only commuter rail line. FrontRunner stations often connect to multiple modes of transit, have direct access to bus routes and a park-and-ride lot, and provide onsite bike storage allowing transfer to first/last mile transportation modes.

The existing FrontRunner fleet includes Motive Power International diesel-powered locomotives, Bombardier Bi-level VII Commuter Car coaches, as well as Comet I coaches dating to 1971-73 purchased from New Jersey Transit to expand seat capacity. All trains in regular service include one locomotive, one Comet I coach, and three Bombardier Commuter Car coaches (2 trailers and 1 cab car) and run in a push pull operation.

Most of the existing FrontRunner corridor is UTA-owned and is adjacent to, but exclusive from, freight rail operated by the Union Pacific Railroad. Currently, FrontRunner has 21.8 miles of double track and 61.4 miles of single track. Single track presents logistic challenges for the passing of northbound and southbound trains that can slow service. A delay at one point can cause delays throughout the system.

FrontRunner enhancements are a prominent feature in local and regional transportation plans. There are two Regional Transportation Plans (RTPs) in UTA's transit service district, one from each of the metropolitan planning organizations (MPOs), which include improvements to FrontRunner commuter rail. Using fiscal constraints with a set of assumed new revenue sources, double-tracking and electrifying FrontRunner was determined to be needed in Phase 2 (2031-2040), but only ten miles of new double-track and slightly longer trains were affordable. The MAG 2019-2050 RTP also includes an extension of the system into Payson, south of Provo. All other proposed improvements to FrontRunner were unfunded.

State Legislative leaders have identified the need to enhance FrontRunner Service to help improve mobility and regional economic competitiveness, mitigate air pollution, and reduce congestion on the I-15 corridor. Specifically, local leaders would like to see peak hour express service developed in the corridor. In response to this interest, UTA investigated some preliminary operations modeling to improve and or increase service. These ideas are examples and represent only the beginning of the analyses expected to be undertaken in this contract.

Descriptions of some of the ideas, as well as the Future of FrontRunner Study, and some engineering drawings are available on a flash drive and can be picked up in person at UTA's Frontline Headquarters at 669 West 200 South in Salt Lake City. Additional information is available in the report to and presentation/discussion during the Board of Trustees meeting of September 2, 2020. The Board report and presentation are attached to this RFP as Appendix A.

## **CURRENT AND PAST STUDIES**

### **Future of FrontRunner**

In September 2018, the Future of FrontRunner Study operational analysis prepared for UTA evaluated how the commuter rail system can improve. Dynamic simulation software was used to analyze six scenarios for FrontRunner operations in 2050:

- 1) Baseline Calibration – simulation of existing operations prior to implementation of Positive Train Control (PTC);
- 2) Future PTC Baseline – existing conditions plus Positive Train Control (PTC);
- 3) Low Investment Scenario – PTC and new double-tracking needed to help with reliability issues, plus an extension to Payson;
- 4) Medium Investment Scenario – PTC, new double-tracking needed to allow 15 minute headways between Ogden and Provo, and diesel locomotives pulling coaches;
- 5) High Investment Scenario – PTC, double-tracking to allow 15 minute headways between Ogden and Provo, and electrification of the corridor using electric multiple units consists; and
- 6) High Investment Scenario with Infill Stations –the High Investment Scenario plus infill stations in Sunset, Centerville, and Bluffdale.

Shortly after the completion of the study, UTA’s FrontRunner business unit determined it would be necessary to revise the existing operating schedule by changing the locations of where trains meet in order for the system to operate reliably under the newly implemented PTC measures and restrictions. These meets were not the scheduled meets that were analyzed in the Future of FrontRunner Study. Therefore, the double-track locations determined in that study’s results may not produce the same benefits as if the schedule had not changed.

### **Box Elder Feasibility Study**

UTA recently completed a feasibility study to explore the possibility of extending FrontRunner Service to Box Elder County. The study found that until the population grows, a FrontRunner service connection is not merited. The study also noted that the future system would like use smaller vehicles. Single DMU or other technology. The FrontRunner terminus would continue to be Ogden or Pleasant View.

### **South Utah County Transit Analysis**

UTA is just embarking on a study to explore potential short-, mid- and long-term transit solutions to connect the communities of Springville, Spanish Fork, Payson, and Santaquin with UTA’s network via transit. While the study will explore multiple modes and alignments, this study was initiated by the MAG Regional Transportation Plan, which identifies extension of FrontRunner to Payson as a Phase I project.

## **ON-CALL OPERATIONS PLANNING AND SIMULATION ASSISTANCE**

### **SCOPE OF WORK**

#### **General Overview**

UTA and the project partners are seeking to provide improved reliability for the current FrontRunner service, reduce typical travel times, and increase service offered on the system during peak hours. The consultant will help UTA and the project partners plan, define, analyze, and simulate commuter rail service that builds on the work completed in the Future of FrontRunner study and other interim analyses that have been completed.

UTA desires to engage a Consultant to support UTA's planning and operations personnel by performing operations planning and simulation for UTA's commuter rail system. The work will be on an on-call basis during the term of the contract. The work may include such items as:

- Developing operating scenarios
- Analyzing alternative schedule feasibility
- Building precise model of existing commuter rail system and service
- Performing dynamic operations simulations
- Modeling realistic operating experiences
- Developing draft scheduling alternatives
- Considering and recommending for additional double-track locations
- Modeling various vehicle technologies and consist sizes
- Coordinating and communicating results to UTA and others

This list is not intended to be all-inclusive; the contract is intended to include any and all planning and simulation work as deemed appropriate by UTA. Each discrete request item will be referred to as a "Task Order." UTA and the FrontRunner Next Steps: On-Call Operations Planning and Simulation Assistance Consultant ("Consultant") will negotiate scope, schedule, and price for each Task Order.

#### **Project Management**

The UTA project manager from UTA's Service Development Office will manage the Task Orders for the benefit of other business units within the agency. Representatives from these other business units will provide input and guidance on each Task Order to achieve the desired result.

The Consultant will provide overall direction and control for the Task Orders as requested within the Scope of Work during the timeframe of the contract. The Consultant project manager will be responsible for team coordination, implementation of quality-control measures, project reporting to UTA, results, documentation, and overall performance of the analysis.

#### **Negotiating Tasks**

The UTA Project Manager (PM) will oversee the negotiation of the Task Order for each task with the selected Consultant. Each Task Order will be negotiated separately through an open-book cost estimating process, using the unit prices proposed in response to this RFP, and (as applicable) negotiating reasonable adjustments to such units based on the specific resources associated with the tasks and UTA's independent cost estimates. The profit and administrative overhead fee rate proposed in response to this RFP shall also be issued to develop the cost estimate. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to advertise any study publicly and remove it from the scope of the on-call Consultant. The UTA PM will oversee all pre-study, study and closeout activities on each agreed upon Task Order.

The consultant is expected to provide models for scenario planning as well as dynamic operational simulations specifically designed to simulate passenger railroad operations. It is expected that the scenario planning tool can produce results quickly and at a much reduced level of effort than a full simulation. Dynamic simulations are expected to provide a randomized occurrence of realistic operational events with respect to any or all of the following aspects of railroad operations: infrastructure, civil design, signaling, fleet, operating rules, schedule, and any other perturbations determined to be present. Consultant proposers should describe the tools intended to be used in detail.

Each Task Order will be negotiated to complete a clearly defined scope of work. UTA-generated change orders will be added to the lump sum cost. Consultant changes to facilitate analysis or other undetermined work items will not be considered for change to the lump sum price unless requested as an official change order prior to completion of the work and agreed upon in writing by both parties. Payment frequency and type will be negotiated in the Task Order, but in no event will UTA make advance payments. Some tasks will have a short duration and will lend themselves to a single payment for all work including delivery of results and documentation.

### **Contract Term**

This contract is being advertised as a three (3) year contract with an exclusive owner option to extend the contract for two (2) additional terms of one (1) year each.

### **Project Budget**

It is anticipated that this project will receive a maximum of \$500,000 over the five years and an anticipated minimum amount of \$100,000. This, however, is only an estimate; the actual amount budgeted will be set annually by the UTA Board of Trustees.

### **Task Order Schedules**

Each Task Order will be accompanied with a comprehensive schedule that will include milestones, hold points, stakeholder buy-off, and documentation of results. The schedule submitted in conjunction with each Task Order shall become part of the contract with respect to completion dates. Due to the short nature of most Task Orders, modification or extensions to agreed-upon schedules will be rare. The Consultant should include in each

Task Order negotiation, specific information on required levels of effort for work items and adjust the schedule accordingly to ensure completion of the Task Order is accomplished at the time indicated in the schedule.

### **Documentation**

Results for each Task Order will be delivered to UTA using an agreed upon format for each task. This format may change with each Task Order depending on the intended audience and subsequent use of the results. Consultant proposers should provide the types of graphics and presentation abilities that the team has in the proposal.

**Exhibit B**

**Pricing and Payment**

All payments will be made as work is completed and invoices sent to UTA’s Project Manager for approval of payment.

**PROJECT MANAGEMENT MODULE HEADER INFORMATION**

(Update or change only those items shown in blue on the screen.)

FIRM DB Engineering & Consulting USA Inc.

**Owner:** UTA  
**Project:** FrontRunner On-call Operations Simulation  
**Description:** Modeling Support

**Project Mgr.:** UTA  
**Start Date:** 10/15/20 [Change as needed]  
 44119  
 Base Rate Multiplier (OH and profit): 3.30 [Change as needed]  
 Other Direct Costs Multiplier: 1.15 [Change as needed]  
 Time Period: Weeks

Date File Setup: 15-Oct-20  
 Date (Now):  
 Time (Now):  
 Filename: See footer  
 Beginning Month: 10  
 Beginning Year: 2020

**End Date:** 10/31/2023  
 45230

**ESTIMATED PERSONNEL RATES:**

Personnel Category	Name	Base Rate	Labor Charge
1 Principal Consultant	Yoav Hagler	\$89.26	\$294.56
2 Principal Consultant	Clayton Johanson	\$78.29	\$258.36
3 Subject Matter Expert	Andreas Hoffrichter	\$89.13	\$294.13
4 Subject Matter Expert	Tom Altman	\$83.00	\$273.90
5 Subject Matter Expert	Marc-Andre Klemenz	\$89.26	\$294.56
6 Managing Consultant	Hamish Pollock Fraser	\$69.32	\$228.76
7 Project Engineer	Darkhan Musanov	\$49.52	\$163.42
8 Project Engineer	Stan Chang	\$44.56	\$147.05
9 Project Admin		\$35.00	\$115.50
10			\$0.00

Note: Personnel rates are the price proposal and used for cost estimation.  
 Feel free to revise titles as desired.  
 If more than 10 titles are needed then additional adjustment is required on the Cost Report

**TASK ORDER NO. 01**

**TASK ORDER NAME: Simulation and Operations Planning**

**PROJECT CODE: MSP243 ACCOUNT #40-3243.68912**

This is Task Order No. 01 to the FrontRunner Next Steps Strategy: On Call Operations Planning and Simulation Assistance entered into by and between Utah Transit Authority (UTA) and DB Engineering and Consulting USA, Inc. (Contractor) as of 01/12/2021.

This Task Order is part of the On Call Operations Planning and Simulation Assistance 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 #01 has been determined to be within the scope of the master FrontRunner Next Steps Strategy On Call Contract and is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Final Acceptance Date for this Task is 05/31/2021.

**3.0 LUMP SUM PRICE**

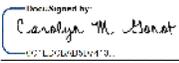
The price for this task order is a not to exceed \$179,856.44 which will be paid on a lump sum basis once the task is completed and accepted by UTA.

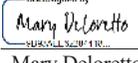
**4.0 APPLICABILITY OF FEDERAL CLAUSES**

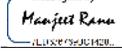
This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses incorporated to the FrontRunner Next Steps Strategy Contract.

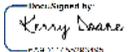
IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

**UTAH TRANSIT AUTHORITY:**

By:  1/15/2021  
DocuSigned by: Carolyn M. Gonot  
 Carolyn M Gonot, Executive Director Date  
 > \$100,000

By:  1/14/2021  
DocuSigned by: Mary Deloretto  
 Mary Deloretto, Chief Service Dev. Officer Date  
 < 100,000

By:  1/14/2021  
DocuSigned by: Manjeet Ranu  
 Manjeet Ranu, Director of Capital Projects Date  
 < \$50,000

By:  1/14/2021  
DocuSigned by: Kerry Doane  
 Kerry Doane, Project Manager Date  
 < \$10,000

**DB ENGINEERING & CONSULTING USA INC.:**

By:  2021.01.20 13:20:11 -08'00'  
DocuSigned by: David Huffmeier  
 David Huffmeier, Chief Financial Officer

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

By:  2021.01.20 15:01:16 -08'00'  
DocuSigned by: Mark Evans  
 Mark Evans, Chief Executive Officer

 1/14/2021  
DocuSigned by: Mike Bell  
 Legal Review

 1/14/2021  
DocuSigned by: Brian Mates  
 Procurement Review



## *UTA – Simulation and Operations Planning* **Task order 1**

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DB Engineering & Consulting USA, Inc.

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Consulting

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2010 Main Street STE 220

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Irvine, CA 92614 USA

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October 09, 2020

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**DB Engineering & Consulting USA, Inc.**

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## DB Engineering & Consulting USA Inc.

### 1 Overview FrontRunner Service and Ops Analysis: Task Order 1

DB Engineering & Consulting USA Inc (DB), as requested by Utah Transit Authority (UTA), has developed the following scope of work in response to *Task Order 1 – Existing Operating Conditions, Model Development, and Short-Term Operating Scenarios Exploration*, provided to DB by UTA on December 29, 2020.

The primary objective of this study is to develop operationally feasible concepts that allows UTA to expand service in the peak operating periods. In support of that primary objective, there are several sub-objectives that need to be addressed during the planning process:

- Development of appropriate operational parameters within which the service plans will be developed;
- Development of integrated service goals and service approaches;
- Understand the existing and future rail market potential within the FrontRunner Corridor.

#### DB's approach

A Technical Working Group (TWG) will be formed specifically for this study. The TWG will meet regularly to define the study's objectives, discuss input needs, analyze results, and identify potential concept refinements.

DB uses an iterative process to develop service concepts consisting of a select network configuration and set of stopping patterns and frequencies that meet one or more service goals. These concepts are reconciled to be free of operating conflicts and illustrated with stringlines and netgraphs for discussion and review with a technical working group. The iterative process may also identify operational parameters and/or infrastructure investments that impede achieving the service goals as defined. This analysis is highly iterative with multiple interactions with the working group during this development phase.

We conduct planning-level service and operations analysis with Viriato. Viriato is an integrated timetable planning tool that enables a planner to visualize and assess service, operations, and infrastructure elements of the rail system. It features, a netgraph to develop service concepts, an interactive string line chart to plan capacity usage on a given line, a track/platform occupation chart to plan train turns and storage, and an equipment rotation planner to assess the fleet requirements and maintenance cycles. Using these functionalities, Viriato allows the rapid assessment of multiple concepts and gives the user direct control over service, operations, and infrastructure planning.

#### 1.1 Proposed Tasks

This work effort will be structured in Three Tasks. Task 1 will address the primary objective of this study and will proceed on an accelerate timeline to meet the schedule constraints of the UTA imposed by the legislative calendar. Tasks 2 and 3 will proceed in parallel and develop tools and analysis to support more in-depth planning in future phases.

## DB Engineering & Consulting USA Inc.

- Task 1 – Future Service Concept Development: DB, working with the TWG, will develop operationally feasible plans that identify infrastructure investment and/or operational adjustments that allow for increased service during peak periods.
- Task 2 – Operations Analysis / Robust Parameter Development: DB will analyse longitudinal data sets and engage with the operating department of UTA to understand operational issues and how day-to-day variations in operations are handled and could be optimized. This Task will also develop planning parameters rooted in existing operating conditions for future planning tasks.
- Task 3: Simulation Model Development: DB will develop and calibrate a RailSys dynamic simulation model of the Front Runner corridor, to be used in future task orders.

## 2 Task 1: Future Service Concept Development

Task 1 will be organized in three sub-tasks:

### ▪ Task 1.1: Kick-Off / Planning Parameters / Database Updates

Working with the TWG, DB will define a set of service planning goals and operational and infrastructural parameters. These parameters will set the goals and boundary conditions for service, operations, and infrastructure within which the initial service concepts will be defined. These parameters include but are not limited to:

- Passenger / Service - Peak and off-peak frequency goals, service goals by train type (e.g. local only service or introduction of express trains, etc.), station hierarchy definition (for differentiation by service type), passenger convenience and legibility, connectivity, travel times;
- Operations / System Performance - System headways, dwell times / terminal turn times, rolling stock types (DMU, EMU, diesel-hauled, etc.), recovery times, general operating rules (e.g. train priority at meets), equipment rotation, maintenance cycles and availability.

In this step, DB team will develop a Viriato database based on track charts provided to DB by UTA. DB will require existing track charts (already received) and the most recent Employee Timetable that governs operations on the corridor.

#### **Deliverables: Task 1.1**

- Planning Parameters
- Viriato Database
- **Task 1.2: Concept Development**

The Service Concept Development task will use an iterative process to develop service concepts consisting of a select network configuration and set of stopping patterns and frequencies that meet one or more of the service goals and/or emphasize service to certain travel markets. These concepts will be reconciled to be free of operating conflicts and illustrated with stringlines and netgraphs for discussion and review with the working group. The iterative process will also identify operational parameters and/or

## DB Engineering & Consulting USA Inc.

infrastructure investments that impede achieving the service goals as defined. This is the key step in the analysis and is highly iterative with multiple interactions with the TWG during this development phase.

Multiple service concepts will be developed by DB in Viriato representing a range of outcomes envisioned for the future Front Runner service. As trade-offs among service, operations, and infrastructure are identified during the planning process, they will be documented and presented to the TWG. Two key areas of interaction and input/feedback from the working group are critical – the acceptability or service adjustments as we adjust the service to fit within the operation and infrastructure constraints; and the feasibility of potential infrastructure changes to reflect the needs of the service and operation plan.

Concepts to be explored in this phase include but are not limited to:

- Future Baseline - including Vineyard Station;
- Added “tripper” trains in each peak period from the both ends of line to Salt Lake City (effectively 15-minute frequency in the peak) stopping at every station;
- Skip stop “express” service in each peak period from both ends of line to Salt Lake City;
- Increase maximum speed to 90mph where possible - could include some recommendations for capital investments to increase the allowable length of corridor that can be run at that speed;

### **Deliverables: Task 1.2**

- Peak-period service concepts including associated technical outputs as appropriate to describe and depict the concept (stringline, netgraphs, and/or customer timetables);
- Documentation of trade-offs among network configurations, service, operations, and infrastructure options.

### ■ **Task 1.3: Concept Refinement**

DB will develop up to three concepts that combine elements of MAS, capacity, equipment, and service changes for final consideration by UTA. Final concepts will identify investment needs by location and include full day timetables and equipment needs.

### **Deliverables: Task 1.3**

- Service concepts including associated technical outputs as appropriate to describe and depict the concept (stringline, netgraphs, and/or customer timetables);
- Capital project list identifying locations of double tracking needs to operate each concept;
- Required equipment - type and amount - for each concept.

## DB Engineering & Consulting USA Inc.

### 3 Task 2 – Operations Analysis / Robust Parameter Development

Gathering a clear picture of existing operations and identifying and understanding root causes of delay will help UTA make cost effective decisions to drive improvement. In Task 2, DB will perform root cause analysis of service delays by cause, location, duration, and trains involved. DB will analyse UTA data from sources such as delay reports, signal system logs, and/or GPS tracking data to identify causes of delays. Data visualization tools such as Tableau allow us to mine this data for trends. We will also use the rail-specific data tool TRENOanalysis which allows us to visualize train performance in stringline format. TRENOanalysis can recreate actual train performance on a specific day or show trends over a multiple-day period. Combined, these two tools allow DB E&C to generate the baseline insights on current performance and causes of delay. This analysis will also allow UTA to validate and/or update planning parameters used in Task 1 for future planning tasks.

Task 2 will be organized in three subtasks.

#### ■ Task 2.1: Data Collection

DB will work through the TWG to identify data needs for analysis - signal data, event recorder, and/or GPS data and work with the UTA operations team to receive and process data for analysis.

##### **Deliverables: Task 2.1**

- Databases cleaned and organized for analysis in Tableau and Treno

#### ■ Task 2.2: Analysis of Existing Operations (Treno)

DB will build a Treno Database based on the data gathered in Task 2.1 and assess operations against the timetable. This analysis will include the performance of actual operations of point-to-point run times, meets and turns against the plan.

##### **Deliverables: Task 2.2**

- Presentation materials including slide decks, tables, and/or other technical materials as needed to share at each bi-weekly Technical Working Group meetings
- Treno database

#### ■ Task 2.3: Recommendations, Updated Parameters

DB will develop a set of recommendations for adjustment to existing operations to optimize service and reduce systemic delay in the short term. DB will also develop a set of parameters for use in future planning tasks including appropriate planning allowances for dwells, meets, turns, and trailing headways.

##### **Deliverables: Task 2.3**

- Presentation style report describing recommended adjustment to existing operations;
- Robust planning Parameters - dwells, meets, turns, and trailing headways.

## DB Engineering & Consulting USA Inc.

### 4 Task 3 – Simulation Model Development

DB will develop a dynamic simulation model in RailSys for use in future task orders. Dynamic simulations will be conducted when service concepts are fully developed in Viriato and selected by UTA. A baseline dynamic simulation model will include more details of the infrastructure than Viriato and will be calibrated to emulate the existing operations. The reliability of the concept developed in Viriato will be evaluated by introducing random service disruptions. Minor disruptions of daily operation will be simulated based on the agreed perturbations as directed by the TWG (e.g. run time variation, entry delay, dwell time extension, etc.). The simulation tool allows the user to define the distribution of parameters used for perturbation to match the expected level of disruption.

Task 3 will be organized in three sub tasks.

#### ■ Task 3.1: Data Preparation

DB will create an excel workbook to organize data for input into RailSys. These data include:

- mainline speed track speeds limit
- turnout location and speed limits
- mainline grades
- station locations and configurations
- signal location and signal aspects as per interlocking inputs
- train performance curve / braking rates / length and weights

DB will require detailed information in order to develop the needed dataset on which code the simulation model. In addition to the track charts and employee timetables needed for Tasks 1 and 2, DB will require signal aspect charts for the corridor.

#### **Deliverables: Task 3.1**

- Excel workbook containing all infrastructure elements to be coded into RailSys

#### ■ Task 3.2: Model Coding (infrastructure + rolling stock)

DB will code alignment data, signalling system data, and rolling stock into the RailSys Infrastructure module.

#### **Deliverables: Task 3.2**

- Preliminary RailSys model.

#### ■ Task 3.3: Model Calibration

DB will calibrate the RailSys model to accurately reflect existing operations. This Task will define the detailed data necessary for this calibration - for example, route setup time, route release time and signal sight distance for train engineers as well as primary

## **DB Engineering & Consulting USA Inc.**

vs secondary routing assignments through the network. In addition, DB will also calibrate the parameters for rolling stock such as standard coasting time, maximum braking rate, and coach loading to ensure run time are accurately calculated. DB will perform runtime simulations and compare those with existing station-to-station travel times from locomotive event recorder data.

DB will work with the Technical Working Group to ensure all the parameters in the RailSys model are accurately defined and reflects the operations in terms of how UTA dispatches its trains before any simulation commences to ensure reliable simulation outputs.

### **Deliverables: Task 3.3**

- Fully calibrated RailSys model

## DB Engineering & Consulting USA Inc.

### 5 Estimated Project Schedule

The following estimated project schedule is proposed. Weekly interactions with the Technical Working Group are assumed throughout the project.

DB is responsible for timely development of materials and will ensure best efforts to coordinate with UTA and other stakeholders as needed to deliver outlined scope above.

Week Of -->	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	1-Mar	8-Mar	15-Mar	22-Mar	29-Mar	5-Apr	12-Apr	19-Apr
<b>Task 1: Future Service Concept Development</b>														
1.1 Kick-Off / Planning Parameters / Database Updates	■	■												
1.2 Concept Development			■	■	■									
1.3 Concept Refinement						■	■							
<b>Task 2: Operations Analysis / Robust Parameter Dev.</b>														
2.1 Data Collection	■	■												
2.2 Analysis of Existing Operations (Treno)			■	■	■	■	■							
2.3 Recommendations, Updated Parameters									■	■				
<b>Task 3: Simulation Model Development</b>														
3.1 Data Preparation	■	■	■	■	■	■								
3.2 Model Coding (infrastructure + rolling stock)							■	■	■	■				
3.3 Model calibration											■	■	■	■

### 6 Estimated Level of Effort - Budget

DB E&C reserves the right to reassign work hours among the project team, as required, to fulfil the scope of work for this task. If complexity is beyond the anticipated level, additional budget may be necessary to complete this effort.

	Principal Consultant	Managing Consultant	Consultant	Analyst	Total Effort	Total Budget
	\$294.55	\$228.78	\$147.07	\$130.73		
Task 1: Future Service Concept Development	88	88	0	164	340	\$67,492.76
Task 2: Operations Analysis / Robust Parameter Dev.	144	0	0	200	344	\$68,561.20
Task 3: Simulation Model Development	20	0	176	92	288	\$43,802.48
<b>Total</b>	<b>252</b>	<b>88</b>	<b>176</b>	<b>456</b>	<b>972</b>	<b>\$179,856.44</b>



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
 David Hancock, Director of Capital Construction

**TITLE:**

**Change Order: Depot District Final Design (Stantec Architecture Inc.)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve change order and authorize Executive Director to execute change order and associated disbursements with Stantec Architecture Inc. in the amount of \$238,799 for final design of Depot District
<b>BACKGROUND:</b>	The Depot District project will replace the existing aging and undersized Central bus facility, housing up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. Stantec is the designer of record for the Depot District project. The original contract was approved by the board of trustees on Nov. 28, 2018. This change order #8 is for phase 4 of the project and includes the design of four bus canopies for parking and electric bus charging facilities. Phase 1 of the project is complete, phase 2 (bus wash, diesel fueling, west parking lot) is scheduled for completion in June 2021, and Phase 3 (bus maintenance facility and operations building) of the project is under construction.
<b>DISCUSSION:</b>	The phase 4 design is for a total of four canopies for bus parking. The design also includes battery electric bus charging infrastructure. The canopies will be designed to structurally accommodate bus charging equipment and solar panels. This design will provide for charging up to 30 battery electric buses when the Depot District facility opens. The design will also include future use underground conduits that will enable UTA to add equipment and wiring to charge an additional 48 buses or a total of 78 buses. It is anticipated that phase 4 construction of the bus canopies and charging facilities will begin in 2022 and will finish by spring of 2023.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Stantec Architecture Inc.

Contract Number:	18-02931TP
Base Contract Effective Dates:	December 31, 2018 through December 31, 2021
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,531,767
Amendment Amount:	\$238,799
New/Total Amount Contract Value:	\$3,770,566
Procurement Method:	RFP best value modification
Funding Sources:	Capital Projects 2021 Budget
<b>ALTERNATIVES:</b>	Do not have covered parking for the buses or provide battery electric bus charging at Depot District.
<b>FISCAL IMPACT:</b>	This budget is included in the 2021 Capital Program.
<b>ATTACHMENTS:</b>	1) Contract Change Order

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



CHANGE ORDER

No. 8

TITLE: Final Canopy and Battery Electric Bus Charging Design  
 PROJECT/CODE: MSP102 - Depot District  
 TO: Stantec Architecture Inc.  
 ATTN: Merlin Maley

DATE: 4/16/2021  
 This is a change order to  
 CONTRACT No: 18-02931TP

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

This change order is for our design team to perform final design services for the battery electric bus charging systems and the bus canopies for Depot District. The canopies will be designed to accommodate future pantographs as that technology becomes available for charging. The canopies will also be designed to be structurally capable of holding solar panels. The canopy design also includes lighting and conduits for security cameras.

The battery electric bus charging final design is to provide sufficient charging for the approximately 30 buses UTA will need to charge when Depot District opens. The design also includes conduits to a second canopy so that charging equipment and wiring can be expanded in the future as new buses are added. This design assumes that UTA will own the actual charging equipment and Rocky Mountain Power will own the transformers and switchgear.

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:	\$238,799	Original Contract Sum:	\$2,220,059	Final Completion Date Prior to This Change:	12/31/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$1,311,708	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$3,531,767	Final Completion Date as of This Change Order:	12/31/2021
Total:	\$238,799	Net Change This Change Order:	\$238,799		
		Current Project Total:	\$3,770,566		

ACCEPTED:

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

Merlin Maley  
 Stantec Architecture Inc.

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 David Osborn  
 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

DocuSigned by:  
 By: Mike Bell  
 Date: 4/22/2021  
 Michael Bell  
 Legal Review

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



Change Order Summary Worksheet  
Previously Authorized Changes

Contract	18-02931TP STA
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$2,220,059	
1	4/19/2019	\$53,460	\$2,273,519	Updated Construction Cost Estimate
2	8/7/2019	\$1,144,353	\$3,417,872	Depot District Clean Fuel Technology Center-Maintenance Building Design
3	4/17/2020	\$17,003	\$3,434,875	Geotechnical Investigation
4	5/15/2020	\$19,898	\$3,454,773	Fuel System Design Changes
5	7/17/2020	\$36,255	\$3,491,028	Battery Electric Bus (BEB) Charging Concept Study
6	1/15/2021	\$36,444	\$3,527,472	Depot District Photovoltaic Design, Engineering, and Cost Estimating
7	2/19/2021	\$4,295	\$3,531,767	Updates to Conference Rooms to Include A/V Equipment
Total to Date		\$ 1,311,708		



Stantec Architecture Inc  
999 18th Street, Suite 202  
Denver, CO 80202

March 26, 2021 **Revised April 5, 2021**

2270351402/01 Management/Contracts/00\_Stantec Construction Contract/01\_Prime Agreement/Change Orders/CO#8\_BEB\_Canopy Full Design

**Attention: David Osborn, Project Manager**

Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101

Dear David,

**Reference: DDCFTC – Battery Electric Bus (BEB) Infrastructure 100% Design and Associated Canopies Redesign**

As requested by UTA, we are providing this change order proposal to provide 100% design and construction administration services for the BEB Infrastructure Design, Re-engineering of the Canopies to support the BEB pantographs + photovoltaic systems (panels, inverters, associated equipment), and the associated coordination with architecture and civil engineering.

All work associated with this proposal will include drawings and specifications for permitting and construction (plans, elevations, details, schedules, one-line diagrams, schedules, etc.).

This proposal is based on the following needs and assumptions as discussed previously with UTA.

- **BEB Infrastructure**
  - All medium voltage raceways and vaults
  - All primary switchgear and transformers will be owned by RMP
  - All electrical service engineering will be supplied by RMP
  - UTA will own all the equipment downstream from the switchgear
  - UTA's selected BEB infrastructure equipment will be supplied by one vendor (charging cabinets, individual chargers, plugs, chords, etc.)
  - 150 kW Chargers are the basis of design
  - 3:1 buses to chargers ratio in the current design with expansion capabilities to 1:1 in the future
  - Ability to hang pantograph charging equipment from the canopies to connect to the buses
  - Affects Canopies #2 and #3 (2 middle canopies in phase 1, 150 buses)
- **Photovoltaic System Integration**
  - Design coordination of raceways and loading from PV equipment is required within this scope of work for the canopy design

March 26, 2021  
David Osborn, Project Manager  
Page 2 of 5

**Reference:** DDCFTC – Battery Electric Bus (BEB) Infrastructure 100% Design and Associated Canopies Redesign

- Affects Canopies #1 – 4 (all phase 1 canopies)
- Engineering basis of design for all future canopies for 250 buses
- Engineering of the overhead structure for PV conduits + conductors routing from canopy #2 or #3 to the building
- Engineering for overhead bridge structures connecting each canopy for PV conduits + conductors
- Anticipated moment frame canopy design structures

Cost Estimating services are limited to:  
Not included

**Exclusions:**

- See included proposal from Spectrum Engineers, Reaveley Engineering, and Jacobs Engineering.

**Meetings:**

- 4 meetings with RMP and UTA
- 6 review meetings with UTA

**Schedule:**

- Completion of canopy structural engineering by end of June 28, 2021 assuming Notice to Proceed from UTA by April 15, 2021. Delays past April 15 will result in a day for day slip in the schedule (work days), but the Stantec team will do everything within its power to still deliver final deliverables on or before June 28.

**Deliverables:**

- 100% For Construction Drawings and Specifications



Stantec Architecture Inc  
999 18th Street, Suite 202  
Denver, CO 80202

### Fee Proposal:

<b>CONSULTANT TEAM</b>			
Spectrum	See proposal	Labor	\$140,778.40
		10% Lump Sum Profit	\$14,077.84
		<b>Total NTE</b>	<b>\$154,856.24</b>
Reaveley	See proposal	Labor	\$50,814.00
		10% Lump Sum Profit	\$5,646.00
		<b>Total NTE</b>	<b>\$56,460.00</b>
Jacobs	See proposal	Labor	\$8,328.00
		10% Lump Sum Profit	\$833.00
		<b>Total NTE</b>	<b>\$9,161.00</b>
<b>SUBCONSULTANTS</b>			<b>\$220,477.24</b>
<b>Stantec Employee</b>	<b>Billing Rate</b>	<b>Hours</b>	<b>Labor</b>
Merlin Maley	\$185.65	20	\$3,713.00
Barry Newton	\$133.02	32	\$4,256.64
Andrew Hubbard	\$59.48	90	\$4,758.40
Mike Voigt	\$138.87	24	\$3,332.88
		Subtotal Labor	\$16,655.72
		10% Lump Sum Profit	\$1,665.57
<b>STANTEC</b>			<b>\$18,321.29</b>
<b>STANTEC TEAM TOTAL</b>			<b>\$238,798.53</b>

Once we have an executed change order from UTA (or NTP), Stantec will provide change orders to the consultant team.

March 26, 2021  
David Osborn, Project Manager  
Page 4 of 5

**Reference: DDCFTC – Battery Electric Bus (BEB) Infrastructure 100% Design and Associated Canopies Redesign**

Sincerely,

A handwritten signature in black ink, appearing to read 'Merlin Maley', with a large, sweeping flourish underneath.

**Merlin Maley** AIA, LEED AP, NCARB  
Principal

Phone: 303-575-8497  
Mobile: 303-921-8708  
Merlin.maley@stantec.com

Attachment: None

c. Barry Newton (Stantec), David Osborn (UTA), Gregg Larson (UTA)



Fee Proposal For:

**UTA Depot District Service Center – Add Scope 04**

Stantec  
 Merlin Maley, AIA, LEED AP  
 1050 17<sup>th</sup> Street, Suite A200  
 Denver, CO 80265  
 303.295.1717  
[merlin.maley@stantec.com](mailto:merlin.maley@stantec.com)

March 19, 2021

This agreement is made between Spectrum Engineers, Inc. and Stantec, hereinafter called the “Client”.

**General Project Description:**

We are pleased to provide this proposal for professional Electrical consulting engineering design services for the project listed above. Our proposal is based on the design from SD through CA for the canopies with infrastructure for BEB charging along with the following general project scope:

Project Type: Canopy design with infrastructure for BEB charging

Project Size (square feet): Approximately 180,000SF of canopy

Design Schedule Timeframe: Minimum of 2 months

**Project Not to Exceed Fee:**

2021 - Spectrum Engineers Rates For BEB Charging SD-CA				
Personnel	Name	Hr Rate	Est. Hrs	Total Est. Cost
Principal	Dave Weseman	250	8	\$ 2,000.00
Principal	Chris Kobayashi	250	110	\$ 27,500.00
Principal	Jonathan Arnold	200	125	\$ 25,000.00
Project Manager	Lance Kobayashi	160	255	\$ 40,800.00
Project Manager	Jim Morris	147.3	8	\$ 1,178.40
Bim Manager	Scott Taylor	115	115	\$ 13,225.00
Bim Manager	Ben Worwood	115	55	\$ 6,325.00
Bim Modeler	Isaiah Crespo	90	210	\$ 18,900.00
Bim Modeler	Emma Dingman	90	65	\$ 5,850.00
Direct Labor & Overhead Total				\$ 140,778.40
10% Lump Sum Profit				\$ 14,077.84
Not To Exceed Total				\$ 154,856.24

**Required from Client/Owner:**

- a. Revit Model or ACAD backgrounds

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- b. BEB equipment

**Basis of Fee:**

**General**

**Design services are limited to:**

1. Attendance of up to six design meeting(s) as requested by Client.
2. Attendance of up to four design meeting(s) with RMP as requested by Client.
3. Drawings and book form specifications detailing work required.
4. Corrections to our drawings to reflect changes and comments by all Reviewing Authorities.
5. An electronic set of final drawings and specifications in PDF format for record purposes.
6. Revit modeling:
  - All Electrical Level of Development 200

**Bidding services are limited to:**

1. Issuing addenda
2. Answering bidders questions (RFI's, etc.)

**Construction Administration services are limited to:**

1. Submittal review and comment
2. Reviewing costs for changes
3. Answering contractor construction related questions (RFI's, etc.)
4. Up to 2 site visit(s) or construction meetings or observations as requested by Client
5. Shop drawing review
6. Minor change order or supplementary instruction preparation
7. One final observation report (excludes testing of systems)
8. Record drawings
9. Review of O&M manuals

**Electrical design is limited to:**

**Power**

1. RMP coordination
2. Medium Voltage Raceways and vault (excluding cabling and gear)
3. BEB electrical infrastructure
4. Electrical Service
5. Outlet and general power at canopies
6. High level PV system integration into electrical system for only required raceways for canopy.

**Lighting**

1. Site Lighting
2. Canopy Lighting
3. Lighting Controls (Dimming, Daylight, etc.)
4. COMcheck Lighting Compliance Form

**Systems**

1. CCTV Security Camera System raceways only (equipment excluded)

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## 2. Telecommunications

### Exclusions:

1. Medium Voltage design (gear and cabling)
2. Structural design
3. Emergency generator system
4. Fire alarm system design
5. Intercom/Paging system design
6. Telephone and computer active electronic equipment (servers, routers, switches, WAPs, etc.)
7. Seismic design of non-structural components including electrical equipment and bracing
8. Design meeting or Construction visits beyond those included above
9. Phased design or separate bid packages beyond those included above
10. Battery energy Storage System (BESS)
11. Lightning protection system design
12. Photovoltaic power system design
13. Designing multiple options for distribution

Expenses, which are expenditures by the engineer in the interest of the project, include but are not limited to: expense of transportation, subsistence and lodging when traveling in connection with the project and will be compensated by client.

Reimbursable expenses for the reproduction of drawings; postage and handling of drawings, specifications, reports or other project-related instruments of service of the engineer; expense of computer modeling for energy, sound, and lighting analyses where other than standard programs owned by the engineer are utilized.

Reimbursables X Multiplier of 1.0			
Type	Per	Per Receipts	Lump Sum
Mileage	Visit	\$0.575/mile	Current IRS Rates
Travel	Visit	Actual Costs	
Lodging	Night	Actual Costs	
Car Rental	Diem	Actual Costs	
Printing	Issue	Actual Costs	
Mileage is not charged for projects in locations that are less than 50 miles from the office where the employee works.			

### General Conditions:

- This Agreement shall be interpreted as if equally drafted by the Client and Spectrum and shall be enforced according to the laws of the State of Utah. Neither the Client nor Spectrum shall assign its interest in this Agreement without the written consent of the other. This Agreement shall be binding upon and insure to the benefit of the successors, assigns of any other transferees of the Client and Spectrum. No rights or benefits are intended or conferred to third parties by this Agreement.
- Any delay or default in the performance of any obligation of Spectrum under this Agreement from any cause beyond Spectrum's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of Spectrum as long as performance is delayed or prevented thereby.
- In the event that payment in full is not made to Spectrum as provided herein, Spectrum shall be entitled to its collection costs, including but not limited to attorney fees, lien fees, and costs of court.

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- In the event any term, condition or other provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- This Agreement shall be construed and interpreted as if drafted equally by Spectrum and Client. Nothing in this Agreement, any modification to this Agreement, or in any instrument of Spectrum's services shall create a contractual relationship with or a cause of action in favor of any third party against Spectrum or Client
- This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. The Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral.

#### Special Terms and Conditions:

- Spectrum shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by licensed professionals practicing in the same or similar locality under the same or similar circumstances. Spectrum makes no other warranty with regard to its services. Client shall provide prompt written notice to Spectrum if Client becomes aware of any error, omission, or defect in Spectrum's services.
- Estimates of construction cost provided by Spectrum represent professional opinion and are subject to change and contingent upon factors over which Spectrum has no control. Spectrum does not guarantee the accuracy of such estimates.
- Except as may be expressly provided otherwise by this Agreement, the client recognizes that Spectrum's compensation for any services rendered during construction contemplates one construction contract being let and construction completion within the time period set forth herein. Should for the date for completion of construction be exceeded through no fault of Spectrum by more than sixty (60) days, or more than one construction contract be let, Spectrum's compensation shall be increased for services rendered in relation to such additional contracts or beyond said time period. Spectrum is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Site observation visits are not inspections, are not exhaustive or continuous, and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. Spectrum is not responsible for the performance or non-performance of the Client or its subcontractors.
- Spectrum shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of Spectrum, increase Spectrum's risk or the availability or cost of its professional or general liability insurance.
- In providing services under this Agreement, Spectrum will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. Upon notice to Spectrum and by mutual agreement between parties, Spectrum will without additional compensation, correct those services not meeting such a standard.
- Client limits the liability of Spectrum, its subconsultants/subcontractors, and their respective agents and employees ("Spectrum, et al.") actually or allegedly caused in whole or in part by Spectrum, et al.'s breach of contract, negligence and/or breach of standard of care, professional or otherwise, such that the total aggregate liability of Spectrum, et al. does not exceed Spectrum's compensation or \$100,000, whichever is lesser. Client shall hold harmless and indemnify Spectrum, et al., from and against any such liability in excess of the limit state herein. For purposes of computing said liability, said liability shall include Spectrum, et al.'s defense costs and attorney's fees.
- As an express condition precedent to litigation of any claim, dispute, or other controversy by Client against Spectrum arising out of or in any way relating to this Agreement, Client shall obtain a sworn affidavit containing the written opinion of an independent and reputable design professional, holding the same license as Spectrum and practicing in Utah in the same design discipline as Spectrum, that Spectrum failed to meet the standard of care applicable to Spectrum's performance.

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- Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued upon the earliest of: (a) the date on which Spectrum completes its performance under this Agreement; (b) the date of substantial completion of the Project; or (c) as otherwise provided by law in the absence of the foregoing alternatives. Thereafter, Client shall have two (2) years to bring a claim against Spectrum, or else Client waives such claim.
- Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Spectrum and Spectrum's agents, employees, officers, directors, shareholders, insurers, and consultants from and against any and all claims, losses, costs, and damages of any nature whatsoever, including reasonable attorneys' fees, of third parties arising from or relating to the project or the services the Spectrum performs under this Agreement, except if such claims, losses, costs, and damages are adjudged to arise from the negligence or willful misconduct of Spectrum.
- Notwithstanding any other provision of this Agreement, Spectrum will not be liable to Client for any special, consequential, incidental, or penal losses or damages whatsoever, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of Client or its customers, whether or not Spectrum has been advised of the possibility for such damages.
- All drawings, specifications, tracings, notes, data and other documents Spectrum prepares are instruments of its professional service, for which Spectrum shall retain the copyright. Such instruments are prepared and intended only for use as an integrated set on the Project and for the limited purposes specified. Modification without Spectrum's prior express written consent shall be at the Client's sole risk. The Client shall hold harmless, indemnify and defend Spectrum from and against any and all claims and/or liability arising out of any such non-permissive modification or use without Spectrum's involvement.
- Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Spectrum, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Spectrum shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- Spectrum shall present an invoice covering current services performed each month. Payment is due upon receipt of statement. Interest shall accrue on past due accounts at the rate of 1.5% per month. Spectrum may, at its sole discretion and without notice, suspend or terminate its services under this Agreement should the Client not pay any amount invoiced within forty-five (45) days of invoice.
- This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon at least seven days written notice to Spectrum, in the event that the project is permanently abandoned. If this Agreement is terminated through no fault of Spectrum, Client shall pay Spectrum for services performed and reimbursable expenses incurred in accordance with the Agreement together with a Termination Adjustment equaling 15% of the estimated fee remaining to be earned at the time of termination, to account for Spectrum's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.
- Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spectrum. Spectrum's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Spectrum because of this Agreement or the performance or nonperformance of services hereunder. The Client and Spectrum agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

#### General Notes:

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1. Any additional engineering work not included above will be billed as additional fees at the hourly rates listed below, unless other fee arrangements are made. Spectrum will not proceed with additional work without the approval of the Client.
2. Professional Engineer's liability is limited to code-related errors. Spectrum is not installing the mechanical, electrical or plumbing equipment and therefore assumes no liability resulting from improper operation of equipment. Spectrum assumes that complete information for project will be provided and assumes no liability for omissions resulting from insufficient information provided to Spectrum
3. Spectrum is entitled to rely on the accuracy and completeness of directions, services, and information the Client furnishes to Spectrum.
4. The Client acknowledges that accelerated, phased or fast-track scheduling carries with it associated risks. Such risks include the Client incurring costs for Spectrum to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the removal and replacement of previously installed work. If Client undertakes accelerated, phased or fast-track scheduling, Client agrees to include in the budget for the Project sufficient contingencies to cover such costs.
5. This Agreement applies to all services Spectrum performs for the Client for the Project, including any services Spectrum performs prior to the date of this Agreement.
6. Spectrum will review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Spectrum's action will be taken in accordance with the submittal schedule approved by Spectrum or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in Spectrum's professional judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. Spectrum's review of the contractor's submittals shall not relieve the contractor of its contractual obligations. Spectrum's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Spectrum, of any construction means, methods, techniques, sequences or procedures. Spectrum's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**Authorization to Proceed:**

This proposal remains open for a period of 60 days from the date of the proposal.

Client has read and understood the terms and conditions set forth in this Agreement and agrees that such items are hereby incorporated into and made a part of this Agreement.

Having read, understood and agreed to the foregoing, the Client, by and through its authorized representative, has accepted the terms of this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

By signing below, I hereby accept this proposal from SPECTRUM ENGINEERS, INC. as the basis for preparing a consulting contract as indicated above. If this proposal is not signed and SPECTRUM ENGINEERS, INC. is instructed to proceed with the work, this proposal will form the basis of the agreement between us. If a separate agreement is later signed for this project, then this proposal letter with associated terms and conditions will automatically be incorporated into the newly signed agreement. Where terms and conditions may conflict, the terms and conditions of this Agreement shall prevail.

Client Signature \_\_\_\_\_



Name & Title \_\_\_\_\_

Sincerely,

A handwritten signature in black ink that reads "Lance Kobayashi". The signature is written in a cursive style with a large initial "L" and a long, sweeping underline.

Lance Kobayashi, Project Manager

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PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

Date: April 5, 2021  
To: Merlin Maley, AIA  
Stantec  
999 18<sup>th</sup> Street, Ste 202  
Denver, CO 80202

Re: Bus Canopy Design – Structural Fee Proposal

Dear Merlin,

It is our pleasure to provide a fee proposal for structural design services for the bus canopies that will support the UTA Maintenance Facility in Salt Lake City, Utah. Mike Buehner will serve as the principal in charge for the project and Cameron Empey will serve as the Project Manager. Other staff will be assigned to the project according to need.

We understand the scope of work to be the design of four canopy structures to provide shelter for approximately 130 busses. Canopies will include provisions for hanging pentagraph charging systems for electrical busses in locations required. All canopies will be designed to support photovoltaic panels. We propose to provide structural engineering services according to the AIA C401 and/or CASE agreement and as outlined below. Our understanding of the scope of work is as follows:

Project deliverables:

- Engineering calculations and engineers stamp for building official's review and building permit
- Contract documents for structural elements according to the CASE guidelines with engineers stamp as required for building official's review and building permit
- Review and redline-edit architect provided specifications
- Provide clarifications and addenda as required during bidding process
- Review contractor prepared shop drawings of building elements designed or specified by Reaveley Engineers
- Construction phase administration services including support for contractor requests for information
- Site observations at critical construction stages to verify general compliance with construction documents



We propose to provide the design engineering services listed according to the following breakdown:

- Typical Canopy Design for one bay: \$10,798.00
- Repeat Canopy Design for one bay: \$5,399.00 each (x2)
- Canopy Design for partial bay: \$6,749.00
- Bridge from Building to Canopies: \$5,000.00
- Bridge between Canopies: \$3,000.00 each (x2)
- Electrical Vaults: \$3,000.00
- Construction Administration: \$14,115.00

Totals:

Design:	\$42,345.00
Construction Administration:	<u>\$14,115.00</u>
<b>Total Fee:</b>	<b>\$56,460.00</b>

We are grateful for the opportunity to work with you on this project. Our staff is available to begin work on this project immediately. Please let us know of any questions or concerns regarding this proposal.

Sincerely,



Michael Buehner SE  
Principal



## Maintenance Building Site BEB Infrastructure (March 2021 thru June 2021)

Jacobs

### **Modification: Add Task 6 BEB Infrastructure Scope:**

#### **Design Updates / Construction Documents:**

- Design Coordination Meetings
- Coordination with consultant team:
  - Conduit placement
  - Canopy layout
  - Canopy footing locations
  - Electrical equipment layout
- Maintenance Site grading and drainage changes to incorporate coordinated items above, as needed:
  - Site Utility Plans
  - Site Grading Plans
  - Site Drainage Plans
- Internal QA/QC

#### **Assumptions/limitations:**

- Assume 100% bid documents completed by June 30, 2021
- No new plan sheets or sets will be developed.
- Bus Canopy footprints will remain unchanged
- Information required from consultant team partners will be provided in time to meet assumed completion date

The following tasks are not included:

- Cost Estimating
- Updates to Erosion Control Plans, NPDES permitting or SWPP Plan/Report



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
 David Hancock, Director of Capital Construction

**TITLE:**

**Change Order: On-Call Infrastructure Maintenance Task Order #18 - 4800 West Mid Jordan Line Embedded Grade Crossing (Stacy and Witbeck, Inc.)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve task order #18 to the on-call infrastructure maintenance contract and authorize the Executive Director to execute task order and associated disbursements with Stacy and Witbeck in the amount of \$325,833.
<b>BACKGROUND:</b>	In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options. UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns: 1) Passenger ride quality 2) Automobile cross-traffic ride quality 3) Potential stray current issues To maintain UTA's rail lines, the agency needs to replace or rehabilitate approximately 5-7 crossings per year. In 2021, UTA plans to complete 8 grade crossing projects. This task order is for the fifth crossing replacement project this year.

<b>DISCUSSION:</b>	UTA Staff is requesting approval of task order #18 with Stacy and Witbeck, Inc. to complete one grade crossing replacement project in the amount of \$325,833. The scope of this request includes full replacement of the 4800 West Crossing on the Red Line. These projects typically involve removal and replacement or rehabilitation of the rail, crossing panels, and tubs, as well as earth stabilization efforts. The useful life of a grade crossing is approximately 10 years. The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349
Base Contract Effective Dates:	February 2, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,760,512.00
Amendment Amount:	\$325,833.00
New/Total Amount Contract Value:	\$4,086,345.00
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2021 Budget
<b>ALTERNATIVES:</b>	The only alternative is to delay this grade crossing project until a later date.
<b>FISCAL IMPACT:</b>	This budget is included in the 2021 Capital Program under project code SGR393.
<b>ATTACHMENTS:</b>	1) Task Order #18

**TASK ORDER NO. 18**

**TASK ORDER NAME: 4800 West Embedded Grade Crossing**

**PROJECT CODE: SGR393 40-7393.68912**

This is Task Order No. 18 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

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

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

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #18 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

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

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$325,833.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

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

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

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

DocuSigned by:  
*Mike Bill*  
301F10F838704A9  
\_\_\_\_\_  
Legal Review

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

# Stacy and Witbeck

April 21, 2021

On Call Services

Mr. Dave Hancock  
Director of asset Management  
Utah Transit Authority  
2264 South 900 West  
Salt Lake City, UT 84119

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

Subject: 21-612 - 4800 West Embedded Grade Crossing

Dear Dave:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 4800 West on the TRAX Mid-Jordan Line with 200 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and Signals out of service
- Any signal or comm related work items

Clarifications:

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

**Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$19,183.00** – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer

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

# Stacy and Witbeck

will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

**Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$1,967.00** – This bid item includes the cost to obtain all necessary city permits required to perform the work.

**Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$4,029.00** – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

**Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$7,735.00** – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

**Bid Item 3000 – QC Program & Testing – 1 LS – Total \$7,492.00** – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

**Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$1,124.00** – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 4800 West.

**Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,496.00** – This bid item includes the cost for construction layout survey.

**Bid Item 7000 – 2700 West Embedded Grade Crossing – 192 TF - \$1,114.00 Per TF – Total \$222,800.00** – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - Includes full closure and detour of 4800 West and necessary detours.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 287 SY of AC paving between the tracks and to tie into the existing roadway on the north and south sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb - Includes subgrade prep for 236 SF of sidewalk and 100 LF of curb on both sides of the street as required to complete the work.
- Item 7060 – Handle Track Materials - Includes rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 200 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.
- Item 7090 – Ballasted Track Construction - Includes 15 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections.

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801.666.7840 (office) 801.432.7849 (fax)

# Stacy and Witbeck

**Bid Item 7100 – Stabilization Rock/Fabric – 89 CY - \$298.00 Per CY – Total \$26,522.00** – Includes 85 CY of stabilization rock and geo-grid fabric to stabilize grade beneath tracks. This also includes the removal and disposal of stabilization excavation.

**Bid Item 10000 – Mobilization – 1 LS – Total \$7,753.00** – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

**Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$22,732.00** – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$325,833.00**

If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager

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

04/21/2021 5:17  
 21-612 4800 West Embedded Grade Crossing  
 \*\*\* Collin Christensen, CC

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	19,183.00	19,183.00
1100	Permits & Regulatory Approvals	1.000	LS	1,967.00	1,967.00
2000	Safety Program & Administration	1.000	LS	4,029.00	4,029.00
2500	Key Personnel Travel & Subsistence	1.000	LS	7,735.00	7,735.00
3000	QC Program & Testing	1.000	LS	7,492.00	7,492.00
5000	Traffic & Pedestrian Control	1.000	LS	1,124.00	1,124.00
6000	Construction Survey/Layout	1.000	LS	4,496.00	4,496.00
7000	2700 West Embedded Grade Crossing	200.000	TF	1,114.00	222,800.00
7100	Stabilization Rock/Fabric - 18 inch depth	89.000	CY	298.00	26,522.00
10000	Mobilization	1.000	LS	7,753.00	7,753.00
Subtotal					\$303,101.00
100000	Fee (7.5%)	1.000	LS	22,732.00	22,732.00
Bid Total =====>					\$325,833.00



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**TITLE:**

**Fare Agreement: Pass Purchase and Administration Agreement Amendment 2 (Church of Jesus Christ of Latter-day Saints)**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Approve Amendment 2 to the Custom Pass Purchase and Administration Agreement with The Church of Jesus Christ of Latter-day Saints and authorize Executive Director to execute agreement
<b>BACKGROUND:</b>	On September 23, 2020 the UTA Board of Trustees authorized UTA to enter a 14-month, Custom Pass Purchase and Administration Agreement with The Church of Jesus Christ of Latter-day Saints ("Church"). The original contract term was October 1, 2020 through December 31, 2021. However, on October 28, 2020 the Start date was amended to be November 1, 2020 (see Amendment No. 1 of the contract) per mutual agreement with the Church and UTA. The total authorized users under this agreement are 7,950 with a contract value of \$2,127,506 due in 2 installments: 1. 4 <sup>th</sup> Quarter of 2020: \$46,427 2. January-December 2021: \$2,081,079 The Church paid the first installment of \$46,427 in November 2020. UTA and the Church agreed that no additional payments would be made for installment 2 of the contract until Amendment No. 2 was negotiated.

<b>DISCUSSION:</b>	Due to the continued impact of the COVID-19 pandemic, most of the Church employees have not returned to the office and are not utilizing their transit pass. Subsequently, the Church has requested and staff recommends that the payment terms for installment 2 of their contract be based on actual use of the UTA system, instead of a negotiated bulk pass rate. On or before June 30, the Church and UTA will evaluate the need to continue the pay per trip billing or to re-activate the Church's fixed contract. UTA and the Church will continue to evaluate the contract on a quarterly basis or as needed throughout the remainder of 2021. As one of UTA's largest customers, and in the spirit of discounted fares to retain and encourage use by employees, it is recommended that the Church receive a 17.5% discount off their final fare that will be invoiced each month. This discount is in line with other organizations participating in a pay per use program that are similar in size and ridership to the Church. Total transit use by the Church January through March 2021 was \$56,000, which includes a 17.5% discount. If the Church were to remain on a pay-per-use contract for the remainder of 2021, it is estimated that total revenue January-December 31 will be \$223,000.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	The Church of Jesus Christ of Latter-day Saints
Contract Number:	20-F0140
Base Contract Effective Dates:	November 1, 2020- December 31, 2021
Extended Contract Dates:	NA
Existing Contract Value:	\$2,127,506
Amendment Amount:	\$223,000 estimated value for January-December 2021 replaces fixed amount of \$2,081,079
New/Total Amount Contract Value:	\$269,427 estimated value (\$46,427 for 4 <sup>th</sup> Quarter 2020 and \$223,000 estimated value for 2021)
Procurement Method:	NA
Funding Sources:	NA
<b>ALTERNATIVES:</b>	Not approve contract Amendment No. 2 and proceed with Amendment No. 1 approved by the board on October 28, 2020.
<b>FISCAL IMPACT:</b>	If the Church remains on the pay per trip agreement through the end of 2021, and ridership stays at levels experienced in the first quarter of 2021, the total estimated impact to revenue would be a loss of \$1,858,079. This was calculated by taking the difference between the original contract amount for January - December 2021 value of \$2,081,079 and the amended estimated contract value of \$223,000.
<b>ATTACHMENTS:</b>	1. Contract Amendment No. 2

**Amendment No. 2 to:  
PASS PURCHASE AND ADMINISTRATION AGREEMENT  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

**WHEREAS UTAH TRANSIT AUTHORITY (UTA) and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole (“Sponsor”), entered into a Pass Purchase and Administration Agreement “Agreement” effective October 1, 2020, “Effective Date” and

**WHEREAS** the Agreement covered the bulk purchase of passes for the 4<sup>th</sup> Quarter 2020 and the entire year 2021; and

**WHEREAS** the Parties had agreed upon pricing of \$69,641 for 4<sup>th</sup> Quarter 2020 and \$2,081,079 for the entire year 2021 based upon planned ridership of 7,950 passengers; and

**WHEREAS** the COVID-19 pandemic caused a significant unanticipated decrease in ridership;

**WHEREAS** the Parties entered into Amendment No.1, effective date of November 1, 2020, which provided for a downward adjustment for 4<sup>th</sup> Quarter 2020 and also delayed the effective date of the Agreement; and

**WHEREAS** due to the continued impact of the COVID-19 pandemic, the Parties now wish to change the payment terms to be based on actual usage, through this Amendment No. 2.

NOW THEREFORE, the parties agree as follows:

1. The Parties shall confer quarterly to determine whether the pandemic circumstances justify up-dating the payment terms. Parties shall mutually agree on whether to establish a new payment term or to cancel the Agreement.
2. Effective on January 1, 2021, the Sponsor shall be billed based on actual use by calculating the final fare using the tap on and tap off system. The Sponsor shall receive a 17.5% discount off their final fare that will be invoiced each month.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date of the last signature below.

**THE CHURCH OF JESUS CHRIST  
OF LATTER-DAY SAINTS**

**UTAH TRANSIT AUTHORITY**

By:  Date: 4/14/2021  
Andy Wagstaff, Contract Manager

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

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

Approved As To Form:

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...  
\_\_\_\_\_



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene  
**PRESENTER(S):** Monica Morton, Fares Director

**TITLE:**

**Promotional Fare Request: Youth Rider’s License**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Approve the promotional fare request for 2021 Youth Rider’s License at the price point of \$49.
<b>BACKGROUND:</b>	The Youth Rider’s License (“RL”) pass gives youth ages 18 and under access to an unlimited premium transit pass, valid on all UTA services except for Ski, Park City, and Paratransit services for the period June 1 thru August 31. The RL pass is an electronic pass and can be purchased through UTA Customer Service, UTA Online, and the GoRide mobile App. UTA has made the RL pass available to youth each summer since 2014. Based upon community feedback and to encourage ridership, the price point is \$49. UTA Fare Policy 4.1 requires board approval of all promotional fare pricing and pilot programs.
<b>DISCUSSION:</b>	Youth have been identified by the ridership task force as a target market to assist in bringing riders back to UTA during the COVID-19 recovery. UTA recommends continuing to offer the Rider’s License at the price-point of \$49. In 2020, <ul style="list-style-type: none"> <li>• Most trips (50%) were on regular bus and most youth (60%) travel during off-peak hours: 10am-3pm; 7pm-12am</li> <li>• The program discount did not exceed 25%. This was calculated by comparing the retail use of the pass (pay-per-trip value) to total revenue received</li> <li>• Users of the pass took an average of 21 trips each summer in 2020 (<i>Note: Riders License use in 2019 was also 21 trips per pass</i>)</li> </ul> It is estimated that total pass sales in 2021 will be between 1,700 and 3,500 and ridership will be between 37,000 to 73,000 trips. This assumes that UTA’s RL sales will equal 40-80% of 2019’s total sales (4,300).

<b>ALTERNATIVES:</b>	1. Increase the price point of the RL. This may result in a decrease in pass sales and a decrease in overall revenue and ridership, as can be seen in historical RL sales data 2. Eliminate the pass offering, foregoing any anticipated revenue and ridership												
<b>FISCAL IMPACT:</b>	<p>It is estimated that 2021 revenue will be between \$86,000 and \$171,000, assuming that UTA’s RL sales will equal 40-80% of 2019’s total sales. In 2019, UTA sold 4,300 RL</p> <table border="1" data-bbox="540 499 1291 699"> <thead> <tr> <th data-bbox="540 499 800 573">% of 2019 Sales</th> <th data-bbox="805 499 1027 573">Total Pass Sales</th> <th data-bbox="1032 499 1291 573">Revenue (Pass Sales X \$49)</th> </tr> </thead> <tbody> <tr> <td data-bbox="540 579 800 615">40%</td> <td data-bbox="805 579 1027 615">1,740</td> <td data-bbox="1032 579 1291 615">\$ 86,000</td> </tr> <tr> <td data-bbox="540 621 800 657">60%</td> <td data-bbox="805 621 1027 657">2,600</td> <td data-bbox="1032 621 1291 657">\$ 128,000</td> </tr> <tr> <td data-bbox="540 663 800 699">80%</td> <td data-bbox="805 663 1027 699">3,470</td> <td data-bbox="1032 663 1291 699">\$ 171,000</td> </tr> </tbody> </table> <p>passes:</p>	% of 2019 Sales	Total Pass Sales	Revenue (Pass Sales X \$49)	40%	1,740	\$ 86,000	60%	2,600	\$ 128,000	80%	3,470	\$ 171,000
% of 2019 Sales	Total Pass Sales	Revenue (Pass Sales X \$49)											
40%	1,740	\$ 86,000											
60%	2,600	\$ 128,000											
80%	3,470	\$ 171,000											
<b>ATTACHMENTS:</b>	1) None												



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer,  
 Mary DeLoretto, Chief Service Development Officer

**TITLE:**

### Amendment 1 to the Authority's 2021 Budget

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. A resolution is required for a budget amendment. A proposed amendment to the Authority's 2021 Budget is being presented today for discussion. A resolution for the amendment will be presented at a future Board meeting after presentation to the Local Advisory Council at their June 2, 2021 meeting.
<b>DISCUSSION:</b>	This proposed \$4,651,500 amendment to the 2021 Capital Budget includes two categories of requests: 1. Increases to the project budgets (\$3,901,500) Funding for six Capital projects in the Authority's approved 2021 budget. The additional funds requested would come from a combination of State funding appropriations, positive carry forward budget, and higher than projected fund balance. 2. Additional budget authority (\$750,000) Request for two new capital projects that have been funded through State funding appropriations and grant requests. <b>Increases to Existing Project Budgets</b> The FrontRunner Forward project is budgeted at \$2.5M in the 2021 adopted budget. This proposed amendment would add \$2.5M, for a total 2021 capital budget of \$5M, to advance the FrontRunner Forward program objectives. During the 2021 Utah State Legislative session, \$200M in bonding was authorized and another \$100M from one-time state revenues was appropriated to double track strategic sections of the FrontRunner commuter rail system to allow for enhanced speed, frequency, capacity, and increased reliability. The increased 2021 budget authority will allow additional strategic analysis, outreach, and design to occur this

year to help expedite project implementation over the next several years. Additional funding for this project budget will come from the one-time state appropriation of \$100M. The **Building Remodel/Reconfiguration** approved project budget for 2021 is \$100,000. An additional \$365,000 is requested to be added to the budget to make improvements at the Meadowbrook facility (upgrades to the men's and women's locker and rest rooms, and conversion of the first aid room to a unisex restroom) and to reconfigure the records management area at the Mobility Center to include shelving, computer scanning stations, and air conditioning for climate control. The additional funding for this project would come from positive carryforward budget, and fund balance resulting from re-aging the capital program. The **Safety General Projects** budget for 2021 is \$100,000. An additional \$77,000 is requested to complete an additional four safety projects that the safety department has identified as priority investments. These include:

- Fix flooring in the Jordan River Service Center (JRSC) parts room that has buckled due to last year's earthquake (\$35K)
- Updating the battery rooms at JRSC and Midvale to extend the sprinkler system, insulate wiring and widen the doors to accommodate cell pallets (\$10k)
- Power upgrades to hot work zone at JRSC to eliminate electric cable running across truck shop (\$8K)
- Installing a fall-arrest system at Warm Springs to increase safety for mechanics working on the top of the trains (\$24K).

The additional funding for this project would come from positive carryforward budget, and fund balance. The **Corridor Fencing** project budget for 2021 is \$50,000. An additional \$50K is requested for additional fencing priorities. There is a long list of areas where fencing along the UTA corridor will improve safety by reducing trespassing and eliminating close calls. The Safety Department prioritizes areas each year to use the allotted funds. Safety has identified three additional areas they would like to accelerate and complete this year based on operator concerns. These include chain and pole delineations at the West Valley and South Campus TRAX stations, and corridor fencing north of the Draper FrontRunner Station. The additional funding for this project would come from positive carryforward budget, and fund balance. The **Non-Revenue Service Vehicles** project budget for 2021 is \$1.5M. Service fleet vehicle replacement is an ongoing need. The past few years, this project was unbudgeted or under-budgeted. In addition, system expansion projects have resulted in the need for additional support vehicles. This year, the Vehicle Department is catching up on the non-revenue service vehicle needs backlog. Replacement prioritization is based on vehicle age, mileage, condition, and duty cycle. An additional \$480K is being requested to address the highest priority needs in 2021. This additional funding will reduce the existing backlog and the ongoing budget in the adopted five-year capital plan should be sufficient to sustain the non-revenue fleet replacement going forward. The additional funding for this project would come from positive carryforward budget, and fund balance. The **Capital Contingency** project budget for 2021 was \$2M. This past March, a portion of the contingency budget (\$429,500) was moved to the FrontRunner Paint Booth Construction project through a technical budget adjustment and the remaining Capital Contingency Budget is now \$1,570,500. This

	<p>request seeks \$429,500 to restore the Capital Contingency budget to the 2021 adopted funding level of \$2M for future technical budget adjustments through the remainder of 2021. The additional funding for this project would come from positive carryforward budget, and fund balance. <b>Additional Budget Authority for New Projects</b> The <b>S-Line Extension Project</b> was not included in the 2021 adopted budget. During the 2021 Utah State Legislative session, \$12M in bonding was authorized for construction and improvements to the S-Line Streetcar facilities. This proposed amendment includes adding \$600K for the new S-Line project to start the initial transit analysis and conceptual design work for the construction project. The final design and project construction budgets will be presented to the Board for consideration as part of the 2022 Budget request and proposed 2022-2026 five-year capital plan this fall. Funding for this project will come from state bond authorization. The <b>5600 West Project</b> was not included in the 2021 adopted budget. Moving the project forward is needed as part of a larger agreement with UDOT for the Mountain View Corridor. A new project budget of \$150K is being requested to initiate work on the 5600 West/Mountain View Corridor transit project. Specific tasks could include cost estimating and travel market analysis. The project was submitted for a TTIF funding grant this year and is also being submitted for a federal grant opportunity. If selected, TTIF and/or federal grant funds will be used to start initial project design activities this year, with construction programmed in future year capital budgets. If not selected for either grant opportunity, this project will be put on hold until alternate funding sources have been identified. Budget Amendment 1 would incorporate all the proposed capital budget changes in both categories as outlined above and summarized in the table below. After presentation of the proposed Budget Amendment 1 to the Local Advisory Council at their June 2, 2021 meeting, a resolution to adopt the amendment will be presented to the Board of Trustees at a subsequent Board meeting.</p>
<b>ALTERNATIVES:</b>	<p>If the Board of Trustees chooses not to proceed with Budget Amendment 1, the additional scope detailed above would not be added to the existing projects, and the two new projects would not begin until they were added to a future capital budget.</p>
<b>FISCAL IMPACT:</b>	<p>1. <u>Increases to the project budgets</u> for six Capital projects in the Authority's approved 2021 budget will add an additional \$3,801,000 to the 2021 Capital Budget. Of that amount, \$2.5M will come from the State legislative appropriation for FrontRunner and the remaining \$1,401,500 will come from positive carryforward and new local (UTA) revenue sources. 2. <u>Additional budget authority</u> for 2 projects will add \$750,000 to the 2021 Capital Budget. Of that amount, \$600K will come from the state bond authorization and the remaining \$150K will come from TTIF or federal grant funds.</p>
<b>ATTACHMENTS:</b>	<p>1. 2021 Budget Amendment 1 Detail</p>

*Summary Table of Amendment 1 to 2021 Capital Budget*

<b>Project</b>	<b>Current budget</b>	<b>Additional Request</b>	<b>Amended Budget</b>	<b>Source of Funds</b>
FrontRunner Forward	\$2,500,000	\$2,500,000	\$5,000,000	State appropriation
Building Remodel /Reconfig	\$100,000	\$365,000	\$465,000	Carryover/Fund Balance
Safety General Projects	\$100,000	\$77,000	\$177,000	Carryover/Fund Balance
Corridor Fencing	\$50,000	\$50,000	\$100,000	Carryover/Fund Balance
Non-Rev Service Vehicles	\$1,500,000	\$480,000	\$1,980,000	Carryover/Fund Balance
Capital Contingency	\$1,570,500	\$429,500	\$2,000,000	Carryover/Fund Balance
S-Line Extension	\$0	\$600,000	\$600,000	State appropriation
5600 West	\$0	\$150,000	\$150,000	TTIF/Fed Grant
<b>Total</b>	<b>\$5,820,500</b>	<b>\$4,651,500</b>	<b>\$10,472,000</b>	

**Exhibit A**

**2021 BUDGET AMENDMENT 1 - SUMMARY**  
**May 12, 2021**

<b>Funding Sources</b>	2021 Budget	2020 Carryforward Reconciliation	State Funding (2021 Legislature)	TTIF/Federal	Fund Balance	Amended 2021 Budget
Transfer from Operations	\$ 76,764,000	\$ 294,991			\$ 1,106,509	\$ 78,165,500
2018 and 2019 Bond Proceeds	51,256,000					51,256,000
Grants	75,793,000					75,793,000
Local Partner Contributions	24,533,000					24,533,000
State Contribution	9,214,000		3,100,000	150,000		12,464,000
Leasing	18,059,000					18,059,000
<b>Total Funding Sources</b>	<b>\$ 255,619,000</b>	<b>\$ 294,991</b>	<b>\$ 3,100,000</b>	<b>\$ 150,000</b>	<b>\$ 1,106,509</b>	<b>\$ 260,270,500</b>
<b>Expense</b>						
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
Fronrunner Paint Booth <sup>1</sup>	429,500					429,500
<i>Fronrunner Forward</i>	<i>2,500,000</i>		<i>2,500,000</i>			<i>5,000,000</i>
<i>Building Remodel/Reconfig</i>	<i>100,000</i>	<i>294,991</i>			<i>70,009</i>	<i>465,000</i>
<i>Safety General Projects</i>	<i>100,000</i>	-			<i>77,000</i>	<i>177,000</i>
<i>Corridor Fencing</i>	<i>50,000</i>	-			<i>50,000</i>	<i>100,000</i>
<i>Non-Revenue Vehicle Fleet</i>	<i>1,500,000</i>	-			<i>480,000</i>	<i>1,980,000</i>
<i>S-Line Extension</i>	-		<i>600,000</i>			<i>600,000</i>
<i>5600 West</i>	-			<i>150,000</i>		<i>150,000</i>
<i>Capital Contingency<sup>1</sup></i>	<i>1,570,500</i>				<i>429,500</i>	<i>2,000,000</i>
Other Capital Projects	133,763,000					133,763,000
<b>Total Expense</b>	<b>\$ 255,619,000</b>	<b>\$ 294,991</b>	<b>\$ 3,100,000</b>	<b>\$ 150,000</b>	<b>\$ 1,106,509</b>	<b>\$ 260,270,500</b>

Footnotes

<sup>1</sup>Technical Budget Adjustment by Board of Trustees 3/24/2021

Moved \$429,500 from Capital Contingency to fund Fronrunner Paint Booth project



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Jaron Robertson, Director Innovative Mobility Solutions

**TITLE:**

### UTA on Demand Microtransit Late Night Summer Service Pilot

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	<p>UTA launched its first microtransit pilot in November 2019 (UTA on Demand by Via) to demonstrate and test innovative transit services and technologies for improved operations, customer experience, and transit coverage as part of a public-private partnership with Via. The pilot experienced early adoption and success prior to the COVID-19 pandemic meeting most pilot goals and objectives. UTA continued pilot operations throughout the COVID-19 pandemic and was able to demonstrate the nimbleness and adaptability of microtransit by continuing to provide a high-quality transit service, maintaining a good customer experience, and lowering operating expenses. In October of 2020, the pilot was extended through the August 2021 Change Day. The concept of using microtransit as a late night service to transport customers within a zone during times when UTA transit services are less frequent or not available may provide a more effective and efficient means of transit. In an effort to support COVID-19 revitalization efforts and a recovery phase, UTA’s Innovative Mobility Solutions Department proposes to pilot a UTA late night service with UTA on Demand by Via in the Salt Lake City region to attract and retain new ridership, improve mobility in the Salt Lake City (SLC) region, support economic development, build brand recognition and awareness for microtransit, and evaluate ridership demand and the return on investment for late night transit services.</p>
<b>DISCUSSION:</b>	<p><b>Pilot Concept</b> • Late night microtransit service utilizing UTA on Demand by Via • Provide connections to existing transit services (during operating hours) • Provide intrazonal transit services during all operating hours as currently provided with UTA on Demand by Via as part of the South Salt Lake County Microtransit Pilot • Begin</p>

	<p>Memorial Day 2021 and end Labor Day 2021 (final operating dates TBD) • Anticipated operating schedule: Thursday, Friday, and Saturday nights from 10:00 pm - 4:00 am (final operating times TBD) • Utilize existing Via vehicles and resources from the South Salt Lake County microtransit pilot <b>Pilot Benefits</b> • Attract and build new ridership • Help UTA and SLC prepare for the Rose Park and Glendale microtransit pilot • Provide new mobility options for the community, including people with disabilities • Provide UTA support for stimulating the economy, local business, and re-energizing the Salt Lake City region • Pilot the first late-night service by UTA • Evaluate the pilot for future late night service opportunities and return on investment • Build brand recognition and awareness for UTA on Demand by Via • Utilize existing idle resources <b>Estimated Ridership</b> • Thursday: 50-100 trips • Friday: 75-150 trips • Saturday: 75-150 trips</p>
<b>ALTERNATIVES:</b>	Maintain current service hours
<b>FISCAL IMPACT:</b>	<p>Cost savings during the 2021 Q1 period mean there is funding available for this pilot in the current approved contract with VIA. The VIA contract is included in the 2021 IMS budget. Estimated Pilot Operations: \$120,000 • Project Contingency: \$50,000 • Funded through the 2021 IMS budget Estimated Pilot Marketing: \$25,000 - \$50,000 • Funded through the 2021 Marketing budget and Project Partners Note: Pilot costs do not include UTA overhead expenses.</p>
<b>ATTACHMENTS:</b>	None



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Director of Real Estate and TOD & Jordan Swain, TOD Project Manager

**TITLE:**

### Salt Lake Central - Station Area Plan Addendum

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	The Salt Lake Central Station Area Plan was completed by the Salt Lake City Redevelopment Agency (RDA), in collaboration with UTA, in 2019. The plan was completed according to UTA's Station Area Plan SOP. Since its completion, an immense amount of economic growth has occurred within downtown Salt Lake City, so that areas previously not considered in the Station Area Plan are now being considered for development.
<b>DISCUSSION:</b>	This addendum to the plan provides a cohesive vision for properties west of the Salt Lake Central Station and will equip Salt Lake City with resources for regulating and incentivizing development. This vision will also allow UTA to understand how the area west of the railroad tracks may be optimized to maintain sufficient capacity for bus storage, while allowing for additional development opportunities. Additionally, this addendum provides a concept for reconfiguring the Central Station bus loop for efficient operations, while maximizing the property available for transit-oriented development.
<b>ALTERNATIVES:</b>	UTA may work with consultants to further refine the recommendations. Any additional work will add cost to the contract.
<b>FISCAL IMPACT:</b>	With the proposed addendum in place, UTA will have a clear understanding of how to optimize operations of bus routes that utilize the Salt Lake Central bus loop, as well as maximize the developable area adjacent to the Salt Lake Central station. Both of these matters will result in the eventual Salt Lake Central redevelopment becoming more lucrative for UTA.
<b>ATTACHMENTS:</b>	1) Salt Lake Central Transportation & West Parcel Study (Addendum)





April 2021 Final

UDA  
URBAN DESIGN ASSOCIATES

Parametrix

# CENTRAL STATION AREA TRANSPORTATION & WEST PARCEL STUDY

*Salt Lake City, Utah*

# SITE LOCATION MAP



URBAN DESIGN ASSOCIATES

# WHAT WE HEARD

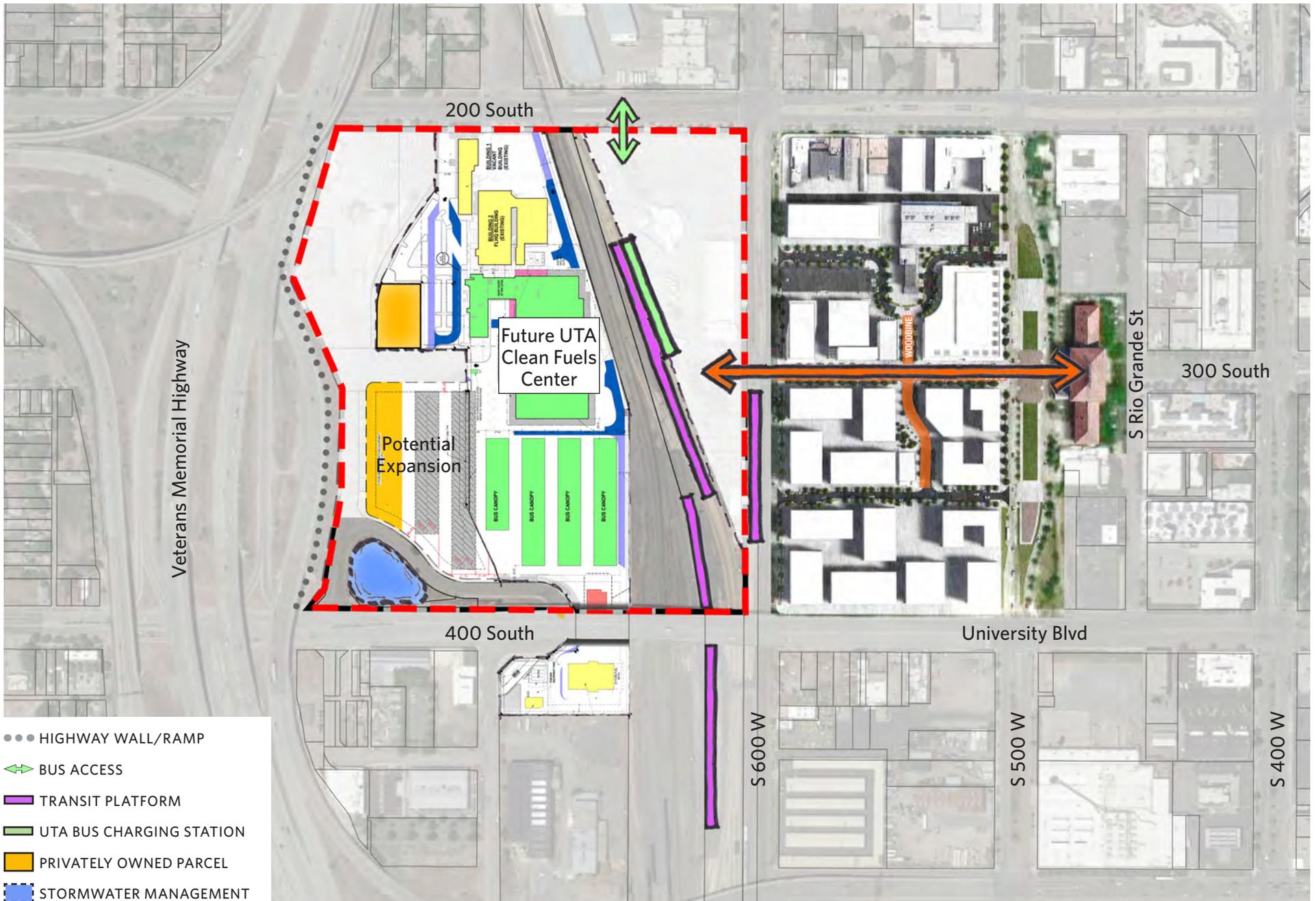
- Central Station is a key anchor of the proposed festival street and pedestrian-oriented environment on 300 S.
- Harness strong mixed-use potential west of the Central Station
- Create new connection from 200 S. to 400 S.
- Consider rider experience and ease of transfer from UTA bus to TRAX
- Provide easy access for UTA buses to and from the Clean Fuels Center
- Anticipate flexibility for the expansion of the UTA Clean Fuels Center

# DESIGN PRINCIPLES

- Preserve and protect UTA operations for today, and tomorrow
- Drive UTA ridership with new development
- Improve and enhance district connectivity
- Provide high-quality development sites
- Face streets with buildings and have active ground floor uses



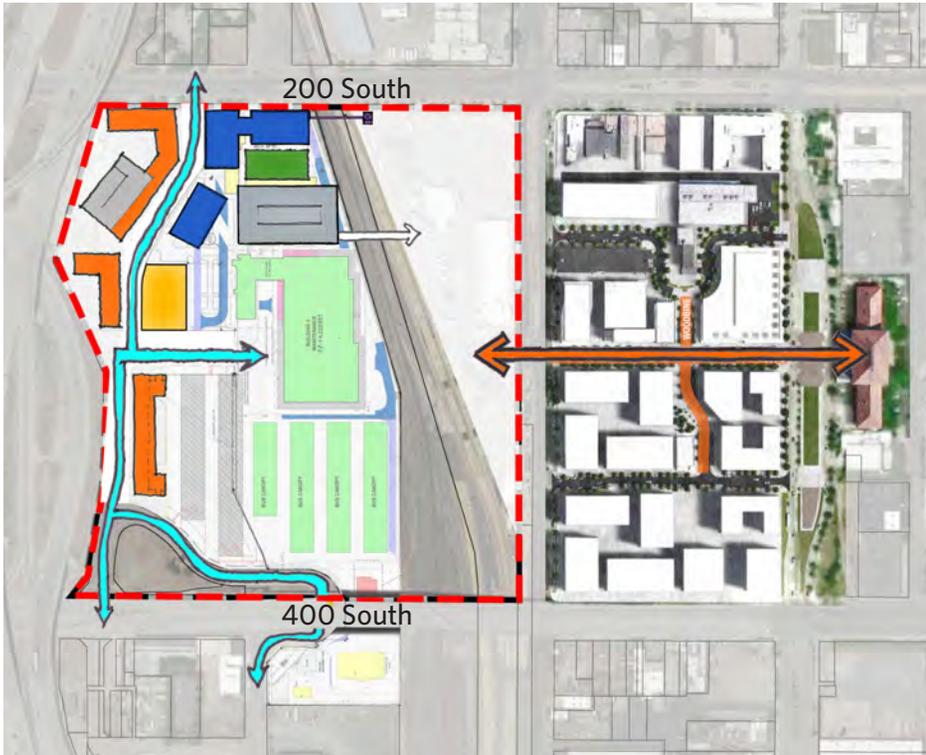
# SITE CONSTRAINTS PLAN



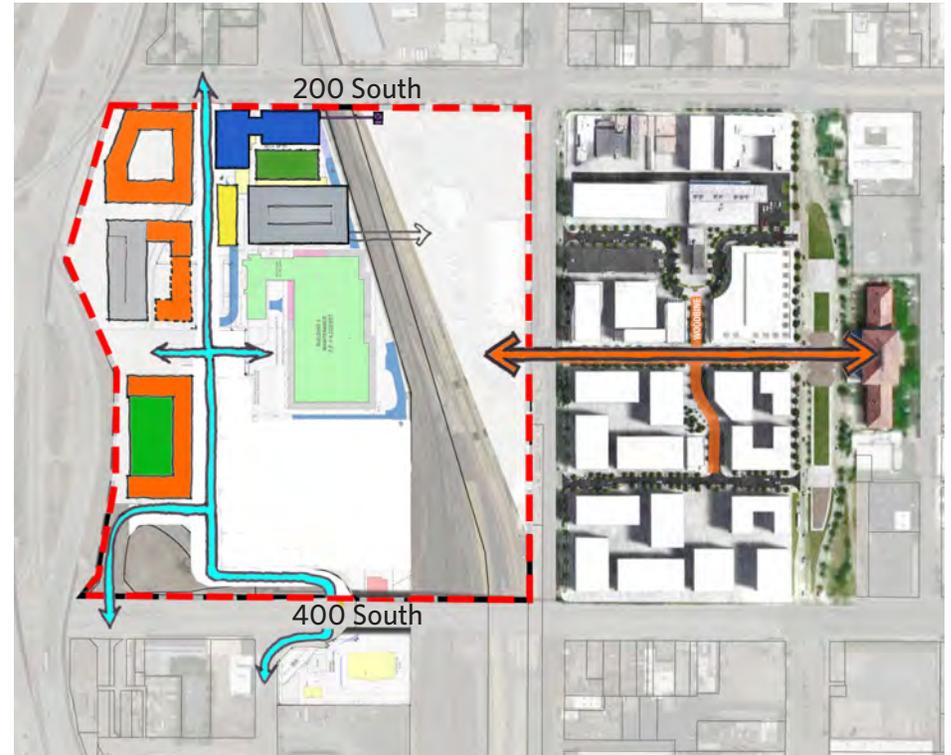
URBAN DESIGN ASSOCIATES

# SITE DIAGRAMS

## ALTERNATIVE A

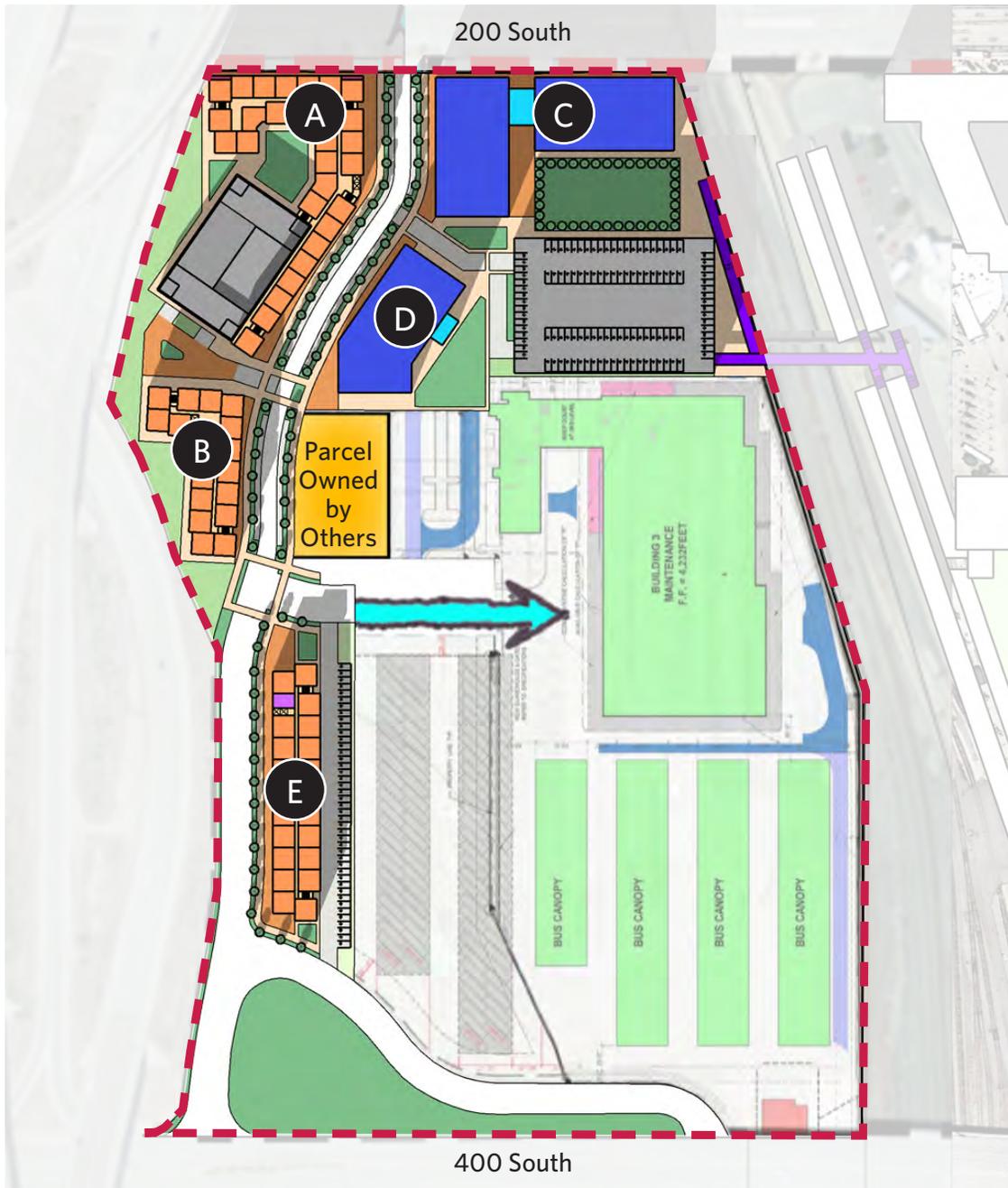


## ALTERNATIVE B



URBAN DESIGN ASSOCIATES

# ALTERNATIVE A



## ALTERNATIVE A PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
A	-	190	285	6,600	2,700
B	-	110		-	1,800
C	270,000	-	1,180*	-	-
D	130,000	-		-	-
E	-	100	75	-	1,500
<b>Total</b>	<b>400,000</b>	<b>400**</b>	<b>1,540***</b>	<b>6,600</b>	<b>6,000</b>

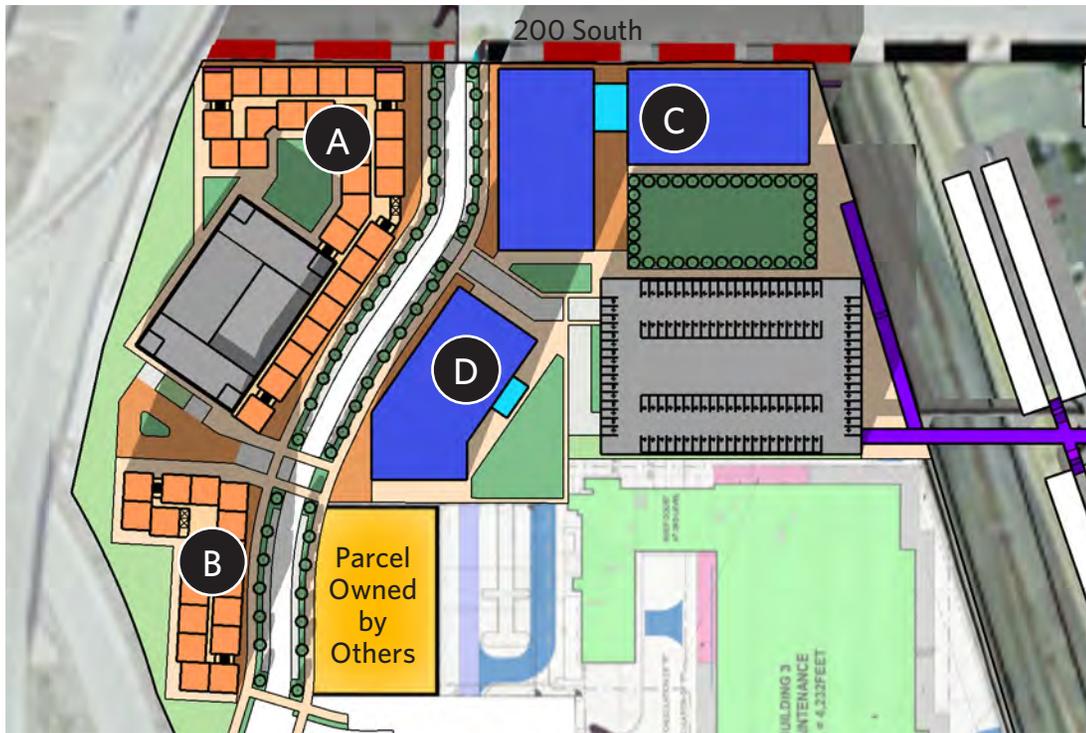
\* Includes 350 parking spaces for Park/Ride

\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

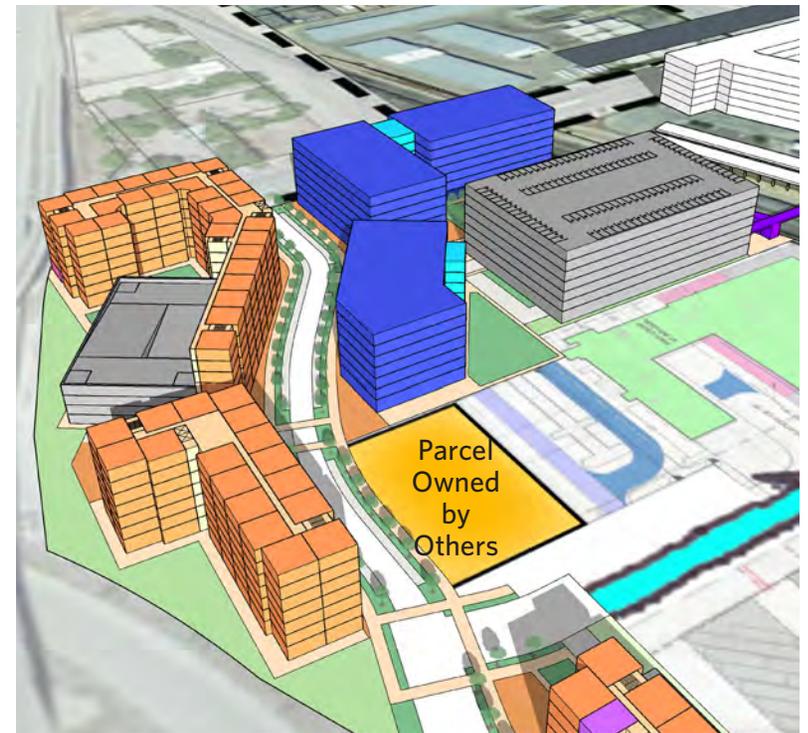
\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# ALTERNATIVE A — NORTH



PLAN



PERSPECTIVE

URBAN DESIGN ASSOCIATES

## ALTERNATIVE A PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
A	-	190	285	6,600	2,700
B	-	110		-	1,800
C	270,000	-	1,180*	-	-
D	130,000	-		-	-
<b>Total</b>	<b>400,000</b>	<b>300**</b>	<b>1,465***</b>	<b>6,600</b>	<b>4,500</b>

\* Includes 350 parking spaces for Park/Ride

\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

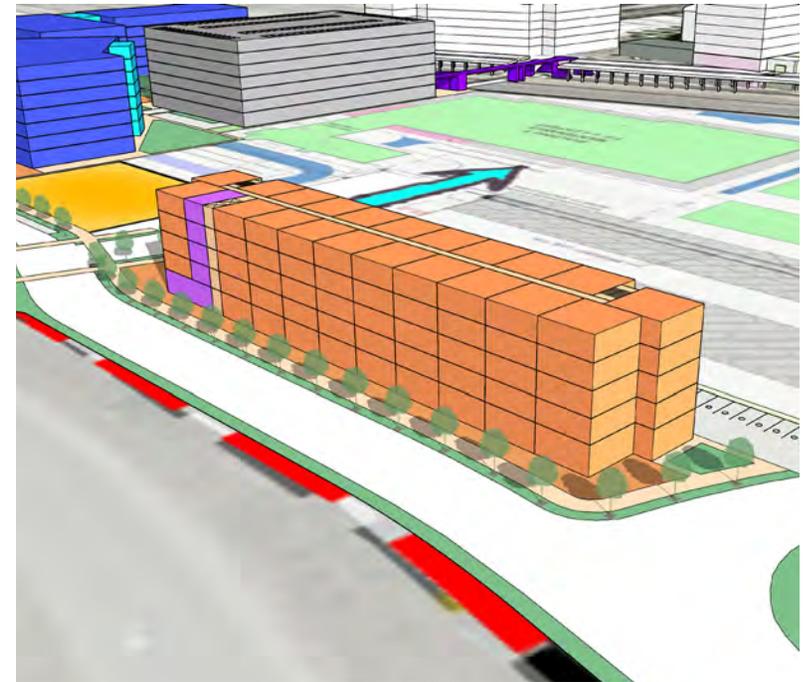
\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# ALTERNATIVE A — SOUTH



PLAN



PERSPECTIVE

URBAN DESIGN ASSOCIATES

## ALTERNATIVE A PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
E	-	100**	75***	-	1,500

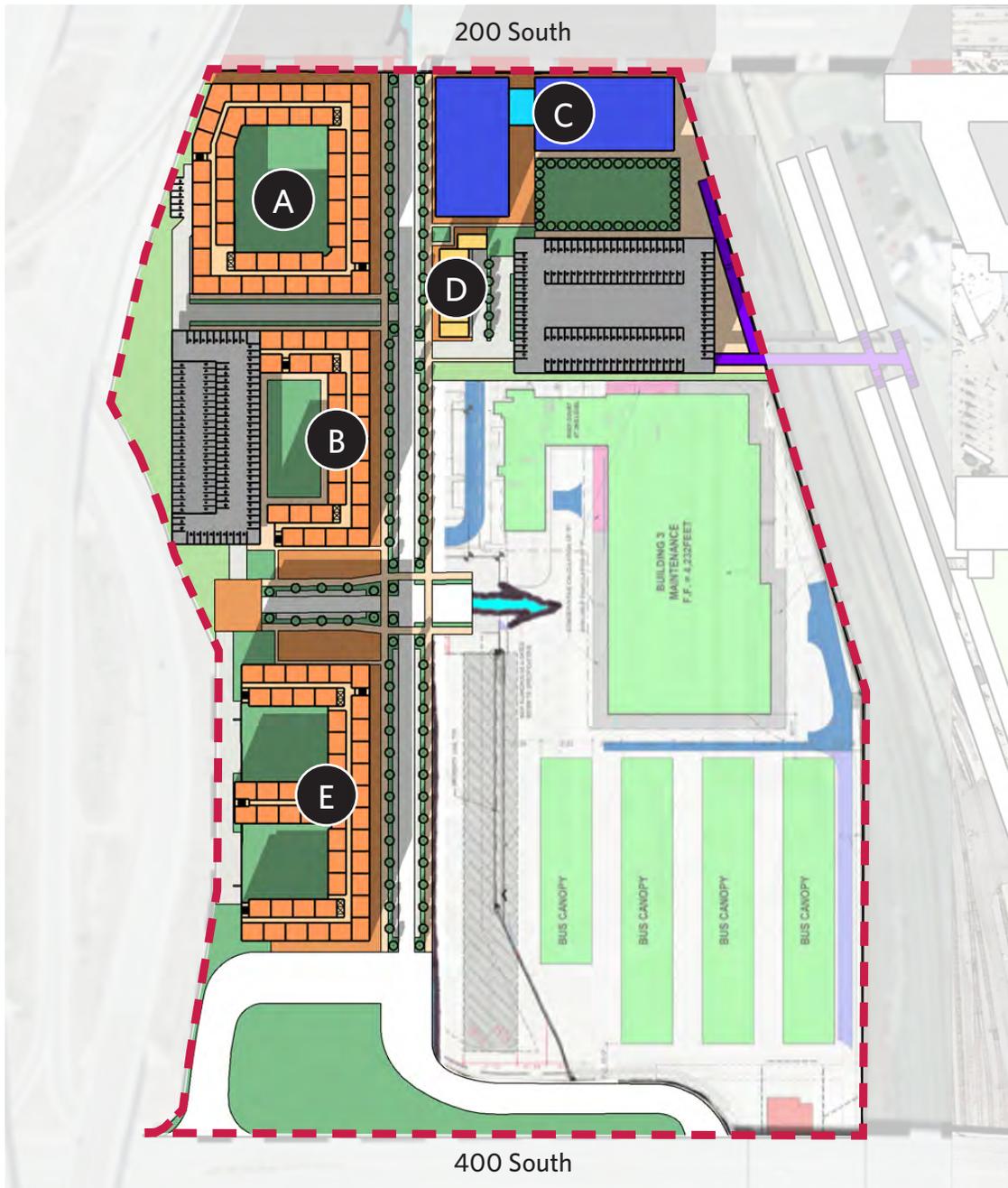
\* Includes 350 parking spaces for Park/Ride

\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# ALTERNATIVE B



## ALTERNATIVE B PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
A	-	303	140	5,500	8,000
B	-	200	420	-	2,000
C	275,000	-	1,026*	-	-
D	-	7	14	-	-
E	-	260	220	-	10,000
<b>Total</b>	<b>275,000</b>	<b>770**</b>	<b>1,820***</b>	<b>5,500</b>	<b>20,000</b>

\* Includes 350 parking spaces for Park/Ride

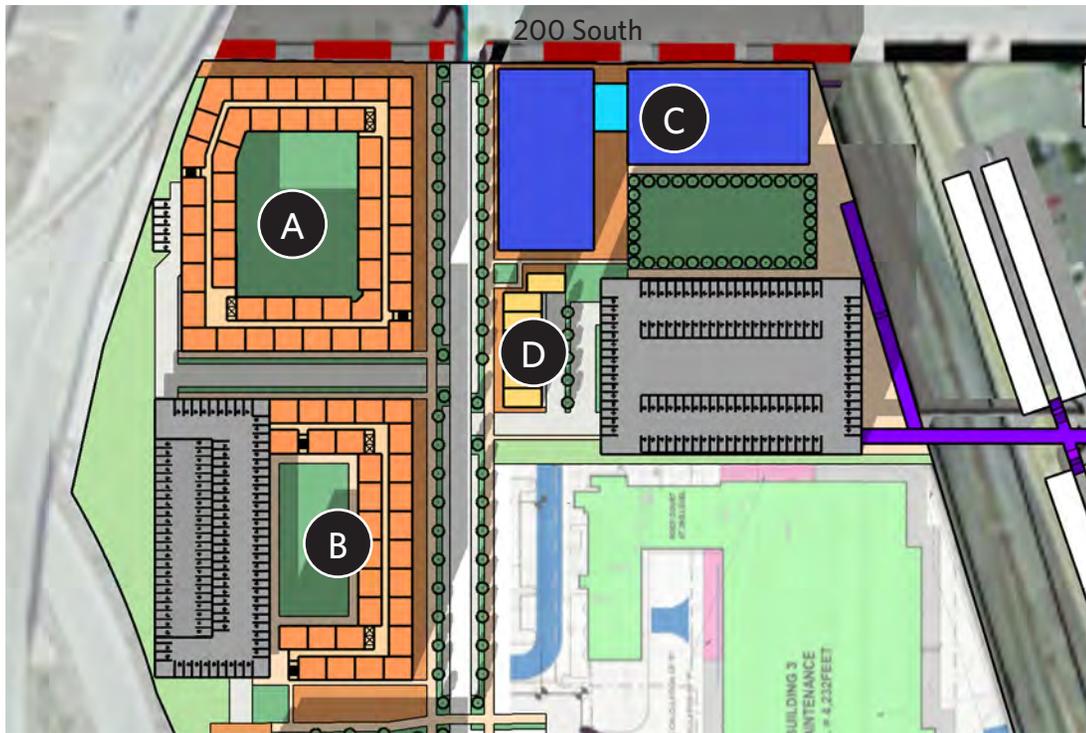
\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

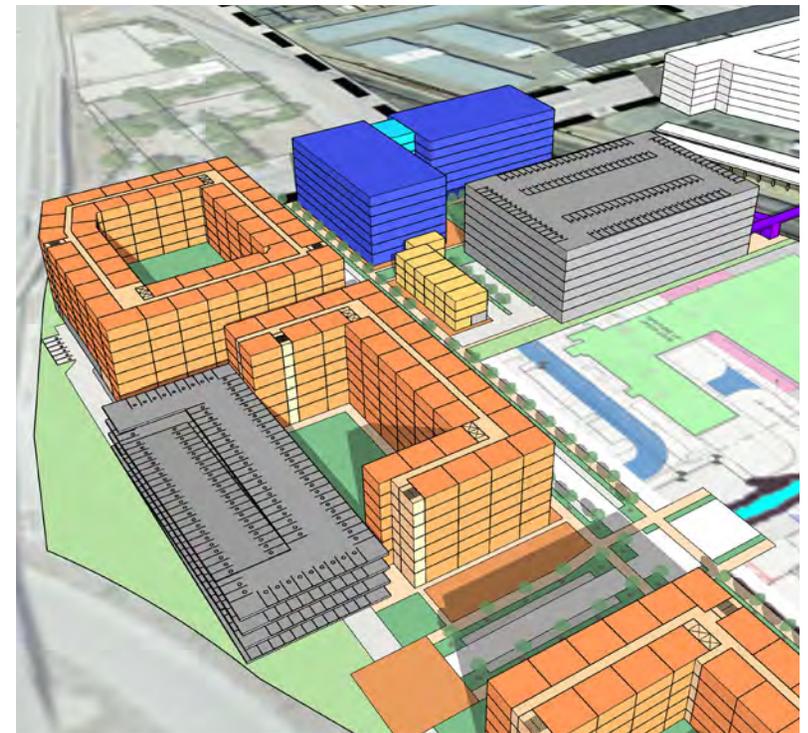
\*\*\*\* This alternative assumes future expansion of the UTA bus parking will be accommodated elsewhere

- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# ALTERNATIVE B — NORTH



PLAN



PERSPECTIVE

URBAN DESIGN ASSOCIATES

## ALTERNATIVE B PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
A	-	303	140	5,500	8,000
B	-	200	420	-	2,000
C	275,000	-	1,026*	-	-
D	-	7	14	-	-
<b>Total</b>	<b>275,000</b>	<b>510**</b>	<b>1,600***</b>	<b>5,500</b>	<b>10,000</b>

\* Includes 350 parking spaces for Park/Ride

\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

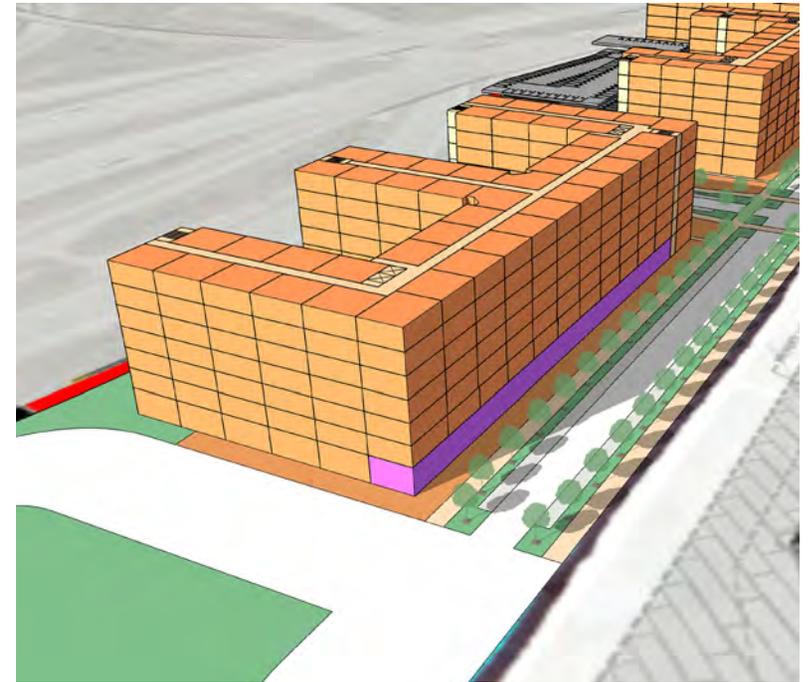
\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# ALTERNATIVE B — SOUTH



PLAN



PERSPECTIVE

URBAN DESIGN ASSOCIATES

## ALTERNATIVE A PROGRAM

Bldg.	Office SF	MF Units	Parking	Retail SF	Residential Amenity SF
E	-	260**	220***	-	10,000

\* Includes 350 parking spaces for Park/Ride

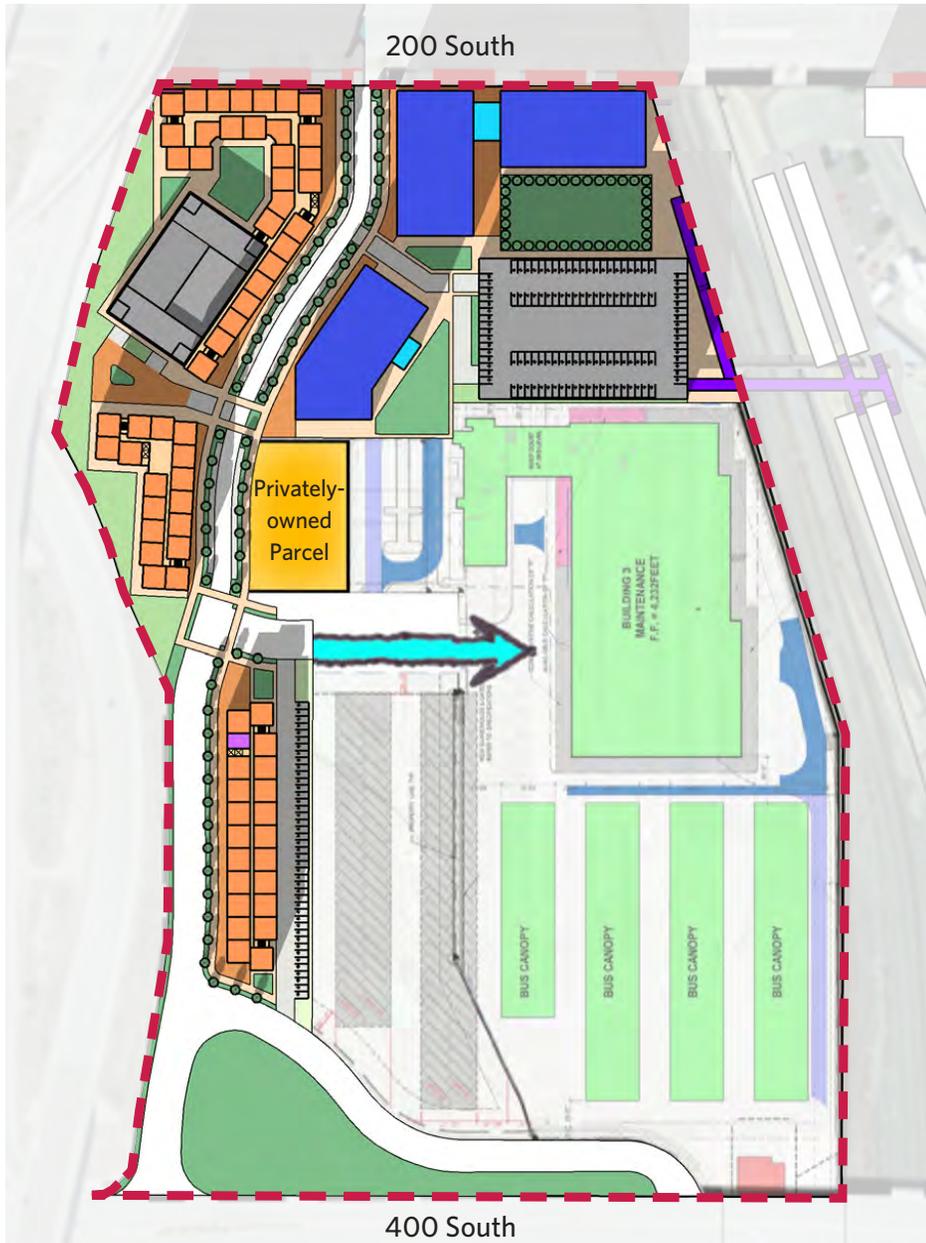
\*\* Proposes an approximate equal combination of 1- and 2-bedroom units

\*\*\* Assumed parking ratios are: 0.75 space per residential unit and 2 spaces per 1,000 square feet of commercial space

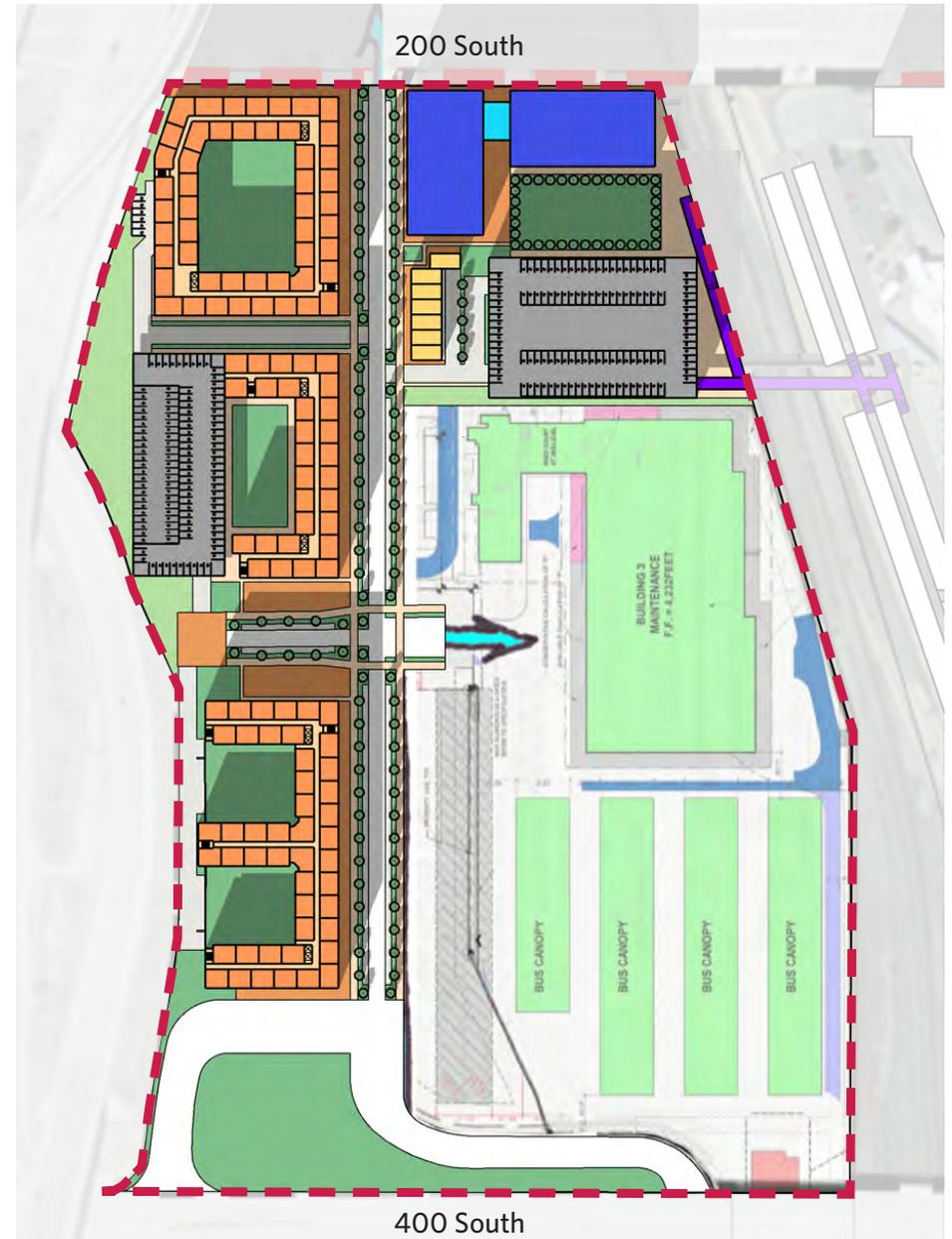
- PEDESTRIAN BRIDGE OVER RAIL
- PARKING
- OFFICE
- MULTI-FAMILY

# PROGRAMMING PLANS

## ALTERNATIVE A



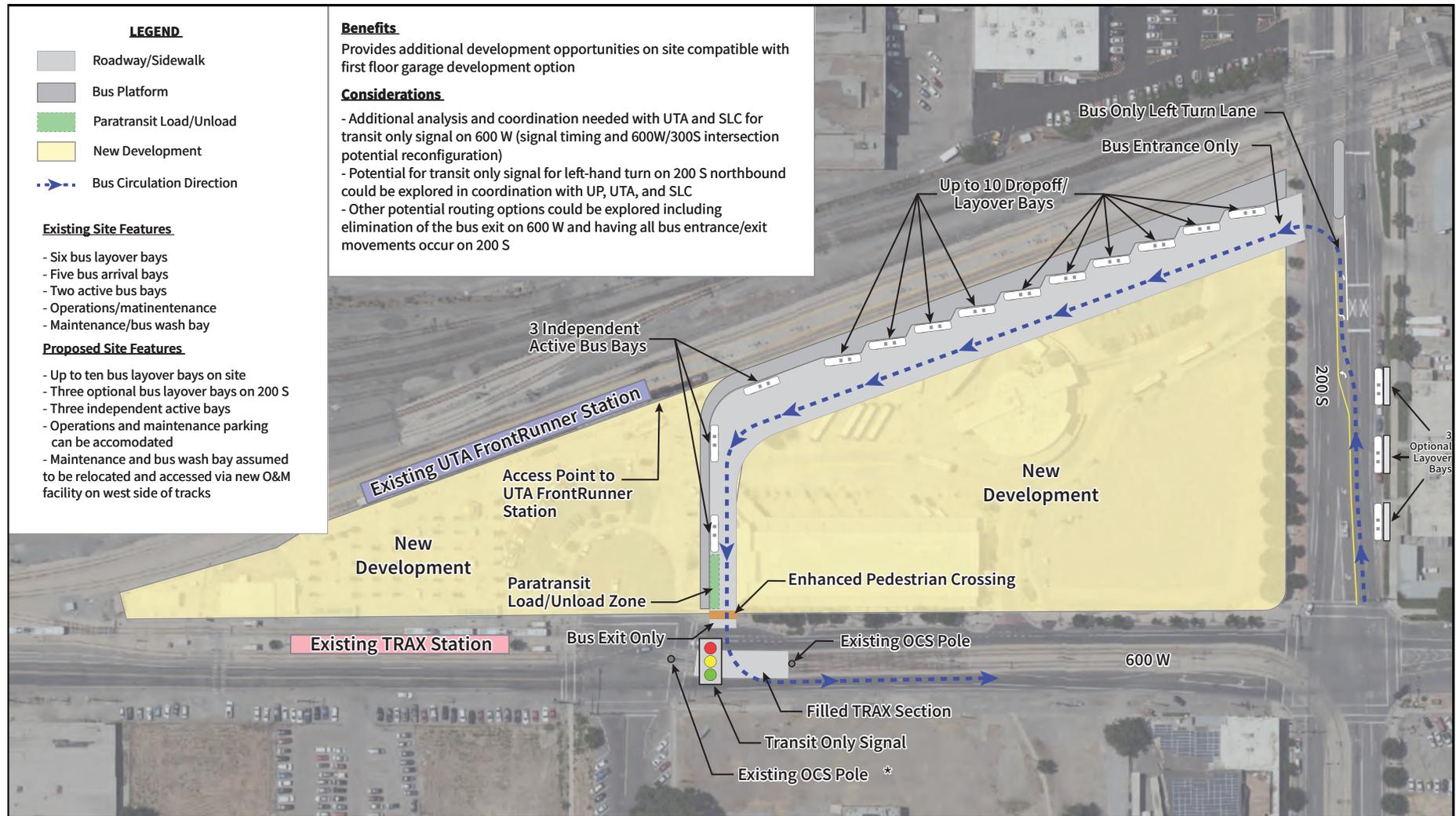
## ALTERNATIVE B



URBAN DESIGN ASSOCIATES

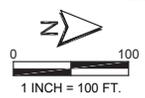
# **BUS CIRCULATION**

# CIRCULATION PREFERRED CONCEPT



URBAN DESIGN ASSOCIATES

Parametrix DATE: March 16, 2021 FILE: CENTRAL STATION AREA BUS CIRCULATION EXHIBIT PREFERRED CONCEPT

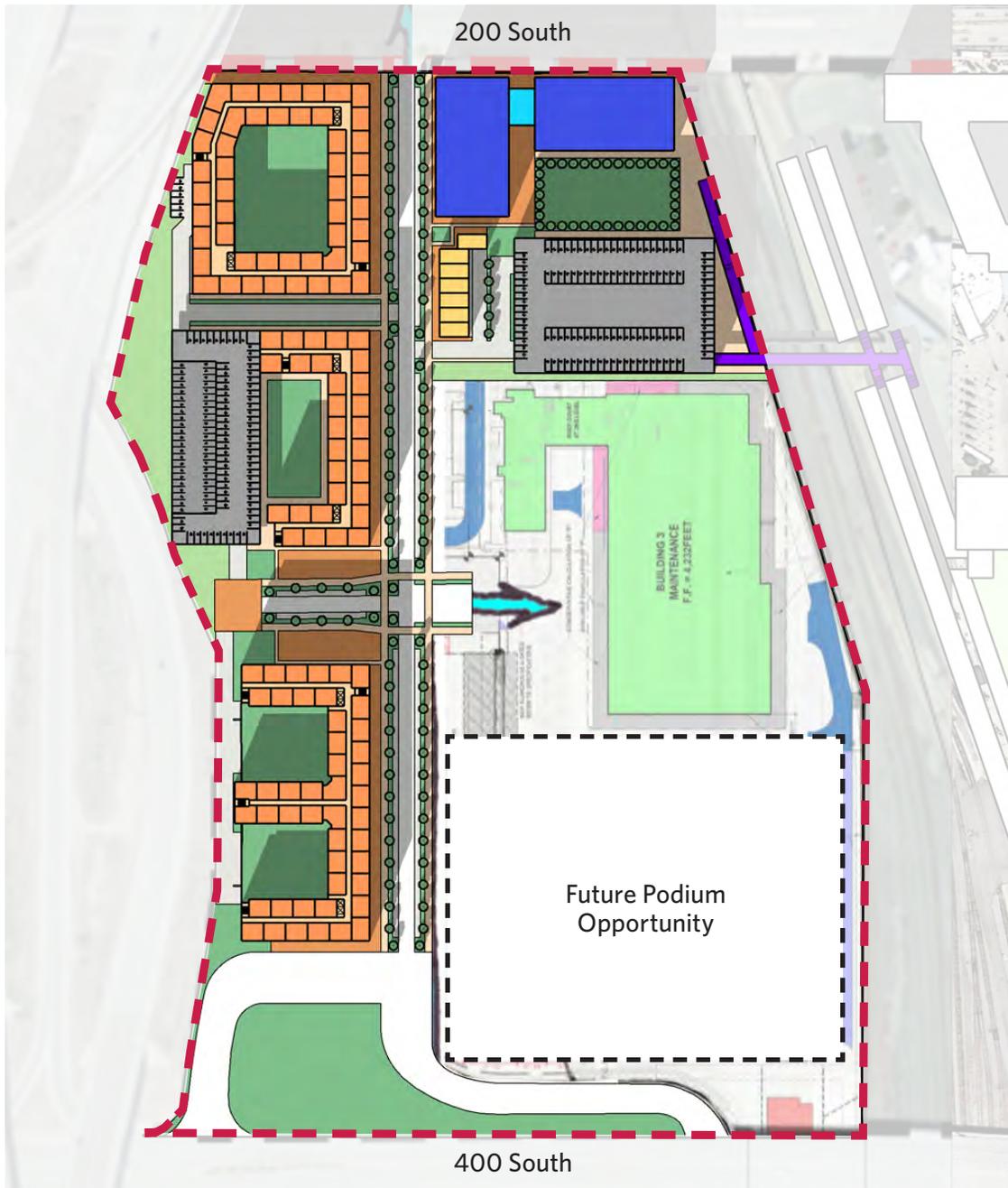


## SALT LAKE CENTRAL STATION AREA PREFERRED BUS CIRCULATION CONCEPT

\*OCS = Overhead Catenary System

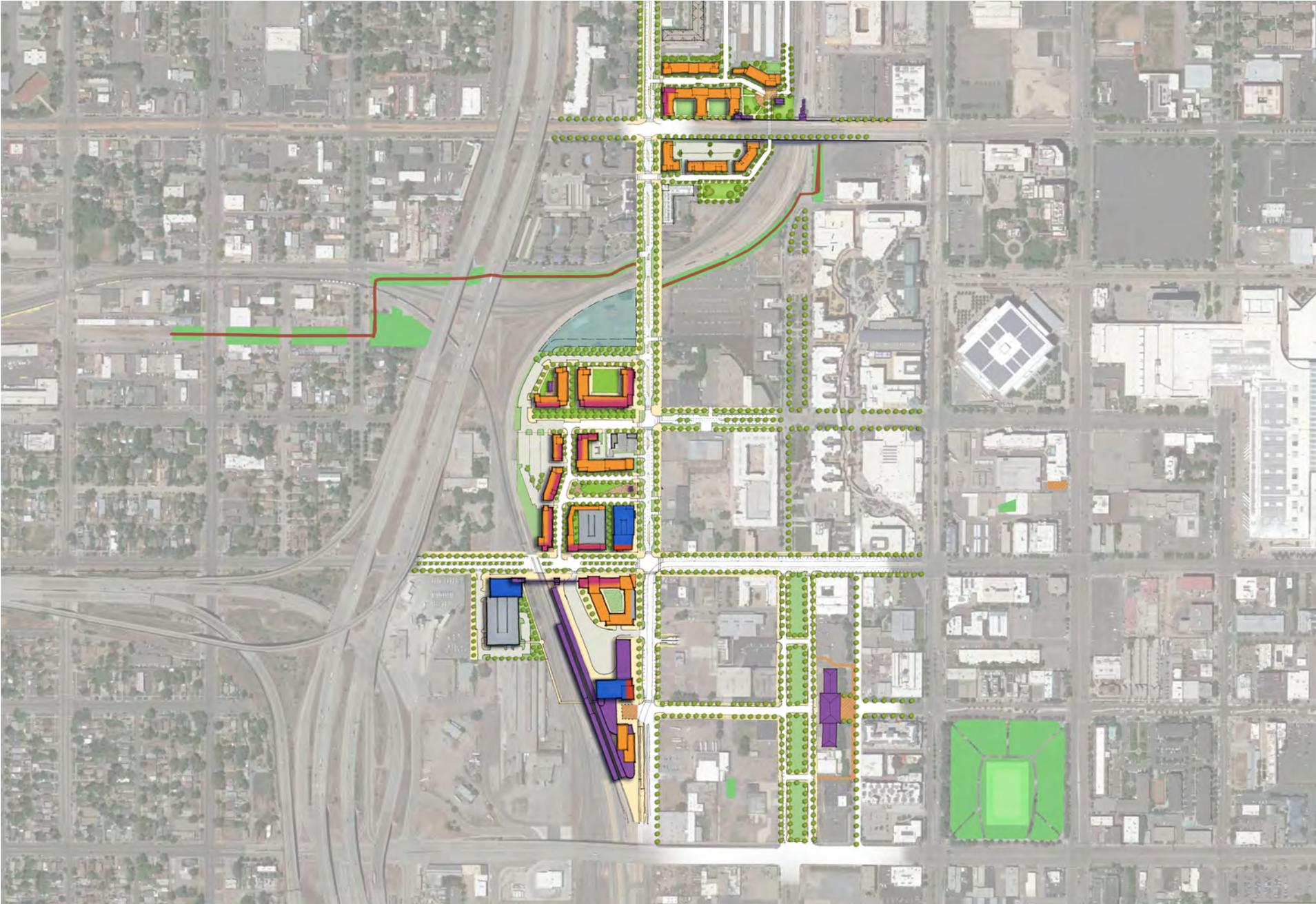
# APPENDIX

# FUTURE DEVELOPMENT



- BRIDGE OVER TRAIN TRACKS
- PARKING
- OFFICE
- MULTI-FAMILY

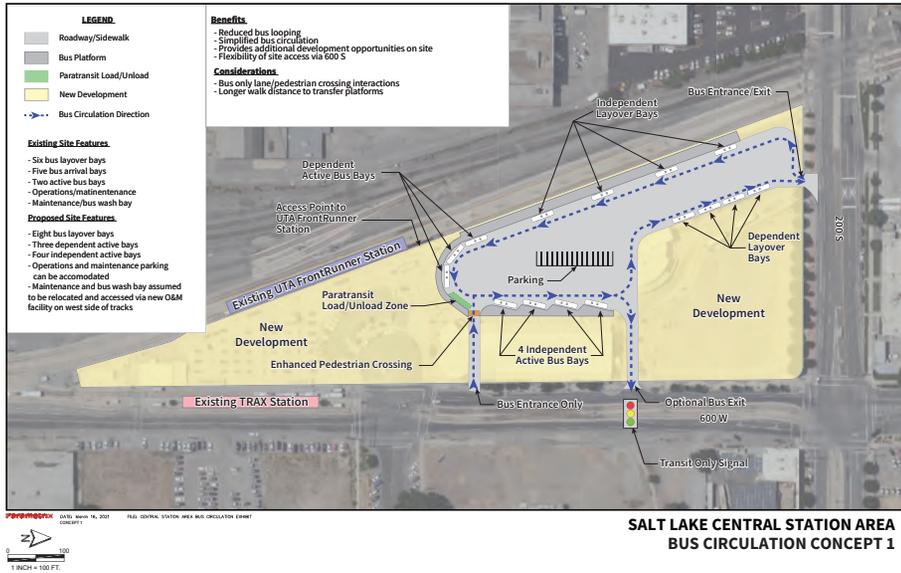
# CENTRAL STATION AREA RFP — 2019



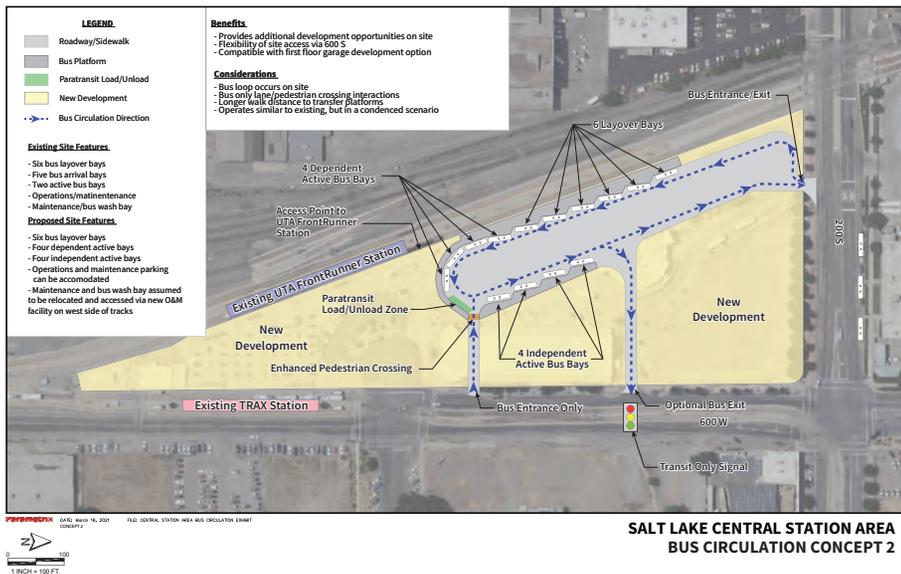
URBAN DESIGN ASSOCIATES

# ALTERNATIVE CIRCULATION CONCEPTS

## CONCEPT 1



## CONCEPT 2





# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Paul Drake, Director of Real Estate and TOD & Jordan Swain, TOD Project Manager

**TITLE:**

**Ogden Onboard - Station Area Plan Amendment**

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	“Ogden Onboard” was originally adopted by UTA in the first quarter of 2019. The plan was organized as part of the overall economic analysis of the Ogden-Weber State University Bus Rapid Transit route. Since the completion of Ogden Onboard, Ogden City has been actively engaged in several planning efforts, including “Make Ogden”. Make Ogden provides detail regarding the future of the Central Business District, as well as the downtown in general. The proposed amendment reconciles Ogden Onboard and Make Ogden, and provides a detailed vision and implementation plan for the properties around the historic Union Station building.
<b>DISCUSSION:</b>	Ogden City is poised for substantial amounts of economic development. With this amendment in place, the property controlled by UTA will be better incorporated into the City’s economic development vision. The vision contained in the proposed amendment describes how UTA may preserve its transit-critical functions within the station area, while allowing for transit-oriented development throughout the district. This amendment provides UTA sufficient direction to pursue a qualified development partner.
<b>ALTERNATIVES:</b>	Recommendations may be refined and/or adjusted by the consultant. Such refinements will add cost to the contract.
<b>FISCAL IMPACT:</b>	The proposed amendment will better position UTA and the City to coordinate the redevelopment of the station area in an efficient and fiscally responsible manner.
<b>ATTACHMENTS:</b>	1) Ogden Onboard Amendment



# Ogden Onboard

## Ogden Station Plan Amendment

Prepared by

**DESIGNWORKSHOP**

1390 Lawrence Street, Suite 100 | Denver, Colorado 80204 | 303.623.5186

# Ogden Station Plan Amendment

The Ogden Station Plan is an amendment of the February 2019 Ogden Onboard to align with the Make Ogden Downtown Master Plan adopted by Ogden City Council in the summer of 2020. The plan considers the orchestration of transit operations with future redevelopment of Utah Transit Authority (UTA)-owned properties to build upon the community vision for Downtown Ogden while maximizing the value of the land.

The overall development framework illustrates creative ways to support ridership, create a catalyst for a TOD hub at Union Station, and maximize catalytic opportunities for the UTA-owned sites.

# Contents

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1. Illustrative Plan	2
Vision and Goals	
2. Land Use Plan	5
3. Density Plan	6
4. Circulation Plan	7
5. Open Space Plan	8
6. Parking & Transit Plan	9
7. Implementation	10
Phasing	
Funding & Next Steps	



## A Cultural & Innovative Catalyst

Union Station is one of Ogden’s most iconic cultural attractions. Recommendations from the Make Ogden Downtown Master Plan strive to take advantage of its history and character to reinforce the importance of the railroad to the city’s past and future while also increasing cultural, employment and residential opportunities in Downtown Ogden. Planning for the renovation and expansion of the existing train hall and museum functions within the Union Station building are underway. These improvements will further expand the opportunities and amenities provided to residents and visitors alike. The Ogden Station Plan provides a framework for the nearly 24-acres of UTA-owned property north of the Ogden Union Station campus to become a destination Transit Oriented Development (TOD) neighborhood.

### Challenge

The UTA-owned property north of Ogden Union Station is currently underutilized land that could better to contribute to the local economy and quality of life. How can the UTA maximize the benefits within the properties while creating a catalytic TOD hub supporting the future growth of the downtown core? How can UTA develop a campus that meets transit needs while integrating into downtown Ogden?

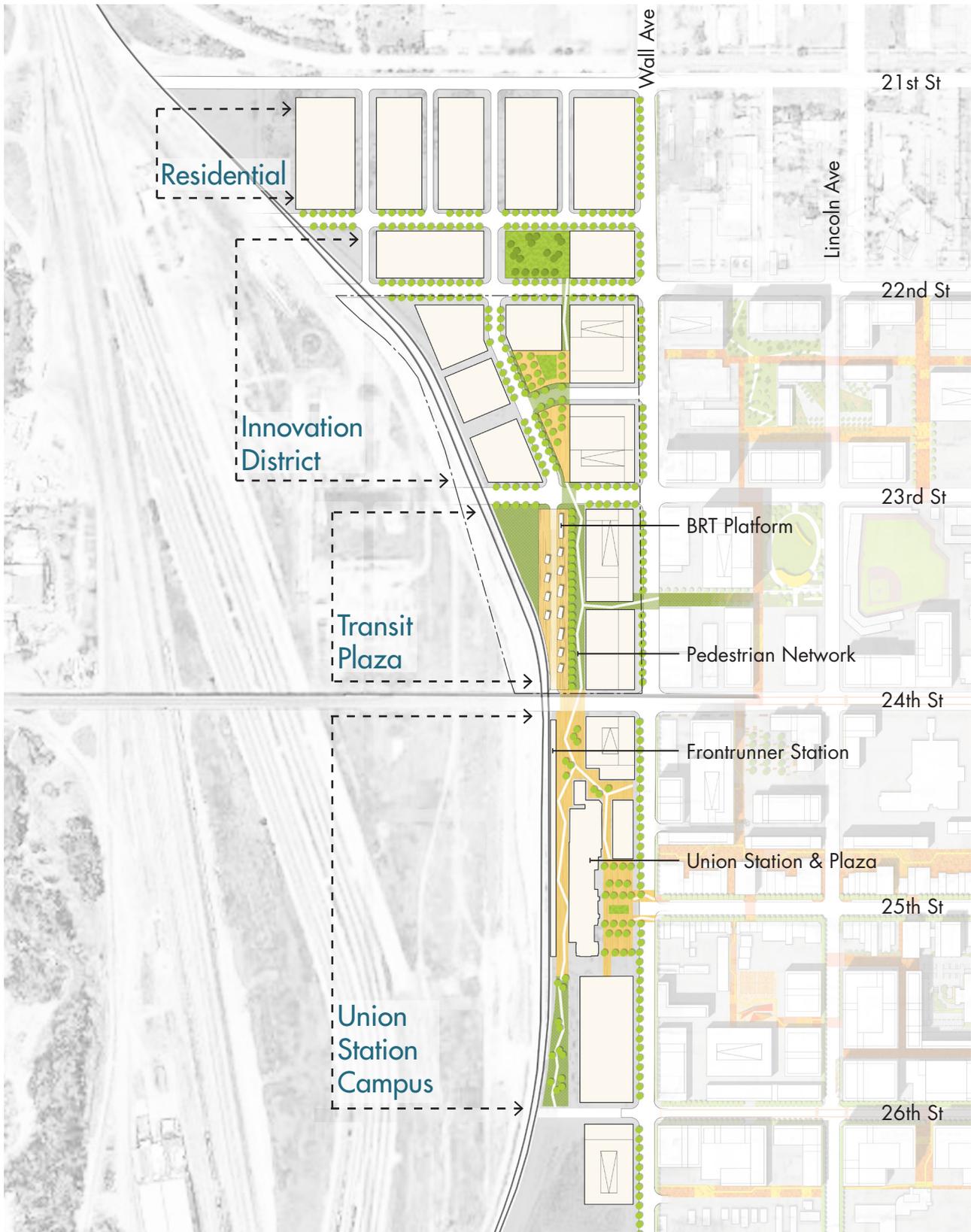
### Opportunity

The large, contiguous acreage of the UTA property, its position as a regional transit hub, and the proximity to Ogden Union Station provide an unparalleled opportunity for a destination TOD development that supports anticipated growth and economic opportunity in Downtown Ogden.

### Building upon Ogden Onboard and the Make Ogden Downtown Master Plan

The project objective of the Ogden Station is to update the approved Ogden Onboard Plan to reflect the goals and recommendations of the Make Ogden Downtown Master Plan. The Make Ogden Downtown Master Plan recommends the relocation of the Fronrunner terminus south to Union Station as well as targeted redevelopment of the UTA property to contribute to the expansion of employment and provision of goods and services in Downtown Ogden. The Ogden Station Plan aims to support transit operations while creating an implementation framework that allows for the redevelopment of the UTA property into a thriving TOD, reflects the important history of rail in Ogden, and contributes to the comprehensive brand and vision of Union Station.

# Overall Vision



# Overall Vision

## Becoming a Link

Ogden Station has the opportunity to link the past to the present and future of Ogden. The proposed station area plan encourages flow from the future development to Downtown Ogden through the celebration of Ogden Union Station, transforming the isolated transit hub into an integral part of downtown.

Both visitors and everyday users benefit from the transit proximity and options, pedestrian network, and the retail/mixed-use development. The Innovation District provides opportunities for the exchange of ideas and supports the Ogden community of makers and doers through a dynamic employment center.

### Union Station Campus



### Innovation District



## Transit Plaza



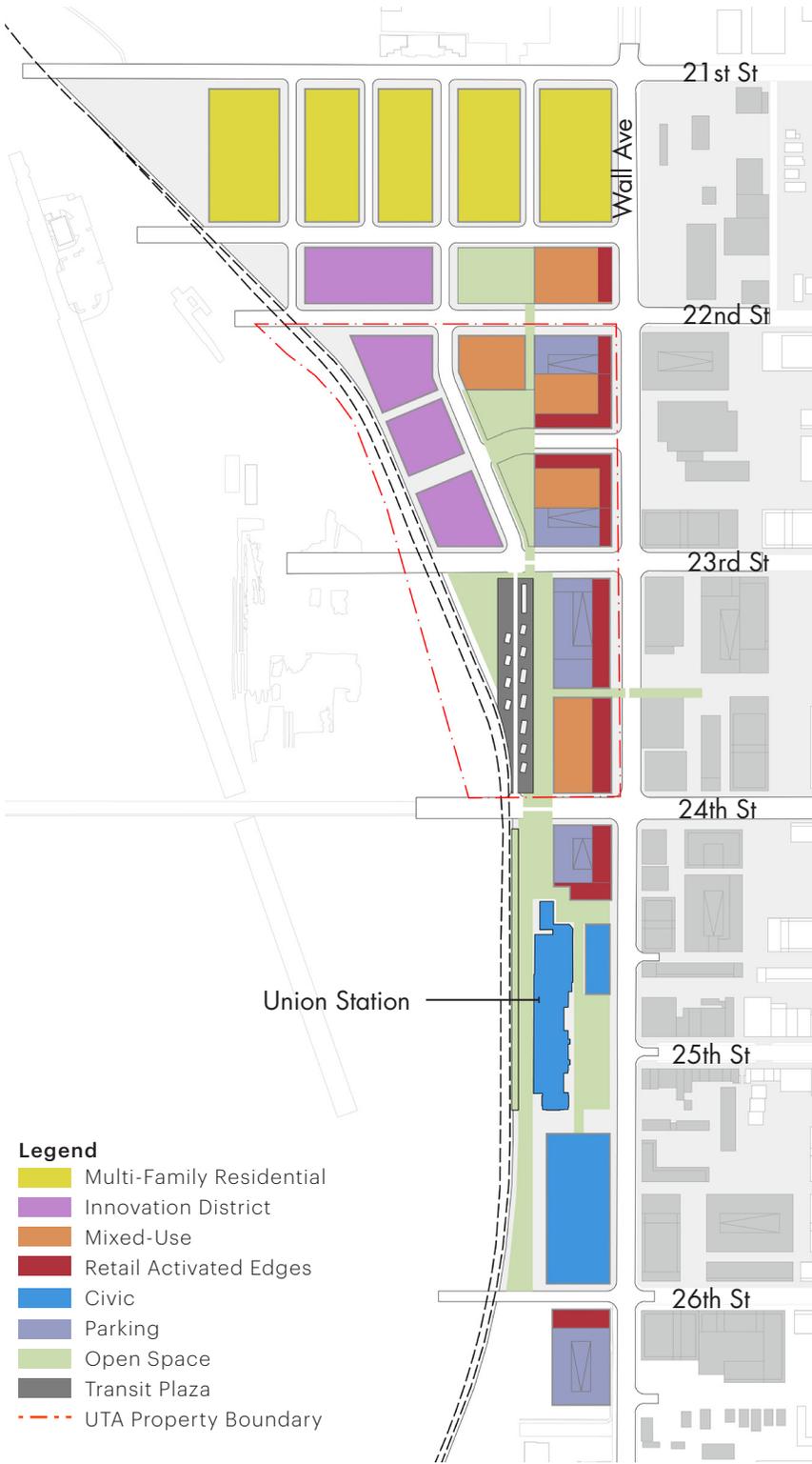
## Pedestrian Network



## Mixed-Use



# Land Use Plan



**Legend**

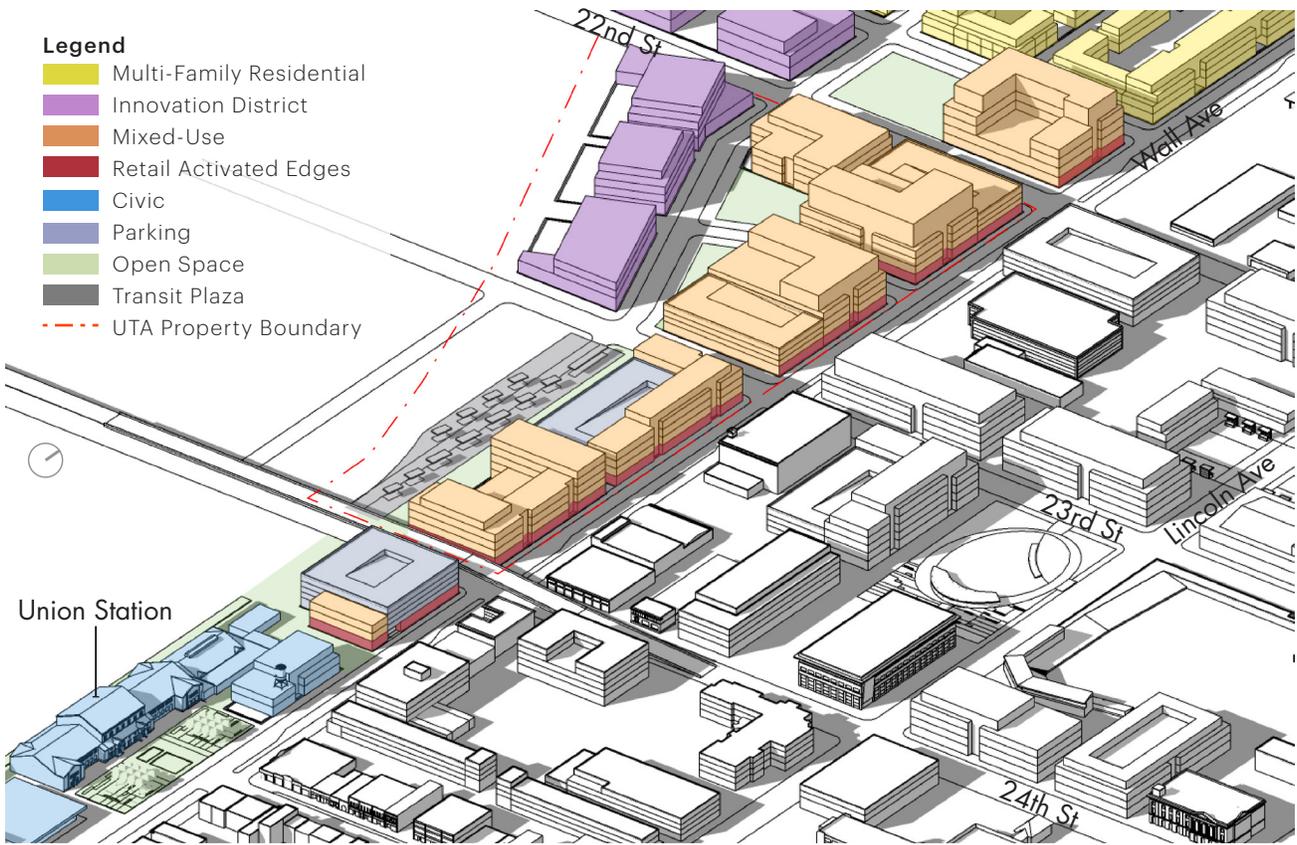
- Multi-Family Residential
- Innovation District
- Mixed-Use
- Retail Activated Edges
- Civic
- Parking
- Open Space
- Transit Plaza
- UTA Property Boundary

## Creating Opportunities

The Land Use Plan builds off of the Make Ogden Downtown Master Plan and develops a destination to live, work and play.

The plan celebrates Union Station by making it a vital part of the future transit infrastructure and creating a firmer connection to 25th Street. An Innovation District envisions an employment center where allied businesses can come together to share ideas and support a community of makers, while mixed-use development provides a transition to the scale and uses in Downtown Ogden.

# Density Plan



## Growing

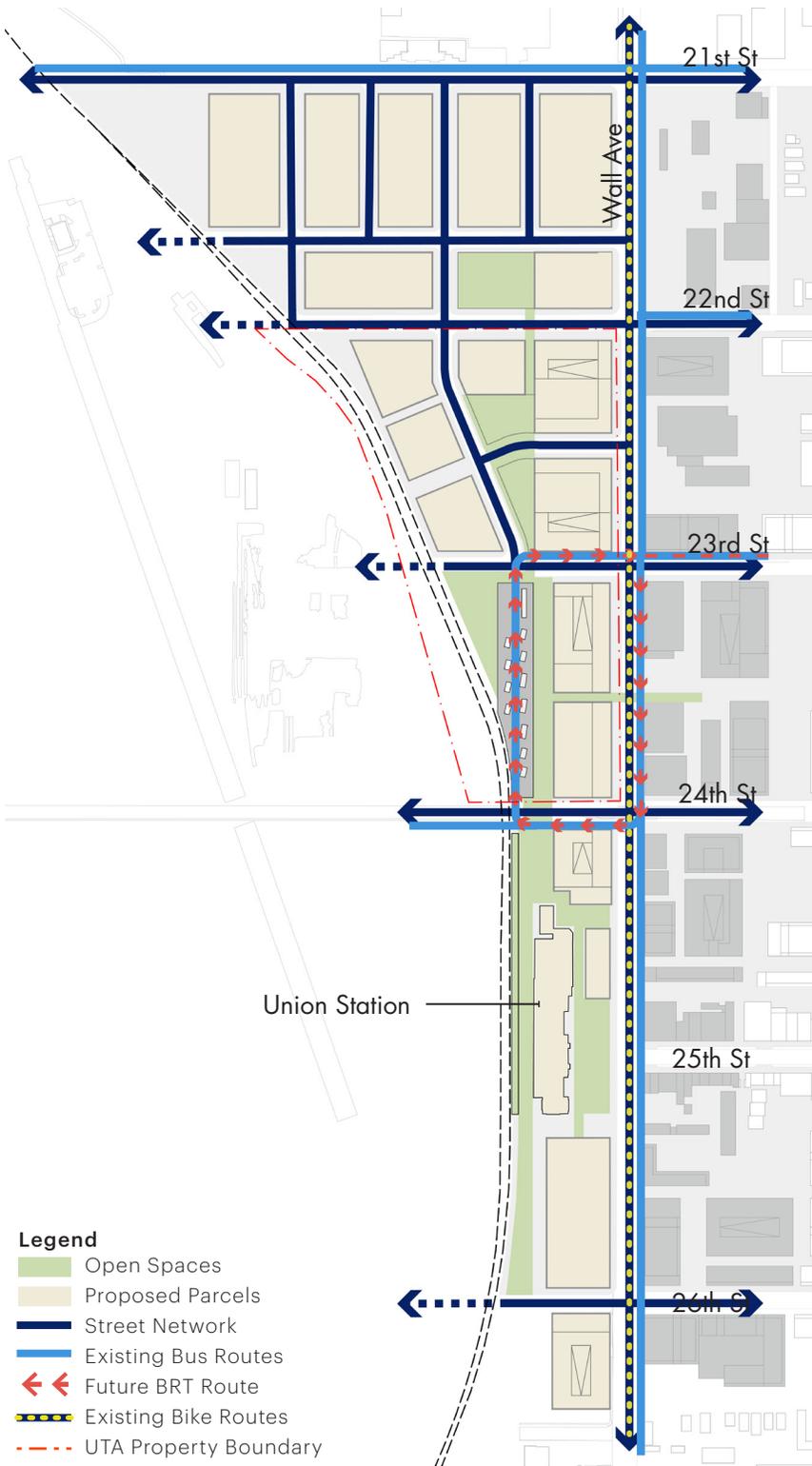
The Ogden Station Plan proposes greater density and mixture of uses as described in the Make Ogden Downtown Master Plan and encourages investment and connections in the community.

The majority of parking is consolidated into parking structures integrated into development parcels to develop a pedestrian oriented campus and create more opportunities for development.

Land Use	Building Height	Approximate SF	Parking
Mixed-Use	5-8 Floors	8000,000	1,600
Innovation District	2-5 Floors	235,000	350
Park & Ride Facilities	6 Floors	n/a	600
Residential	3-4 Floors	600,000	600
Civic	2-3 Floors	300,000	500
Retail Activated Edges	n/a	24,000	75

— UTA Property

# Circulation Plan

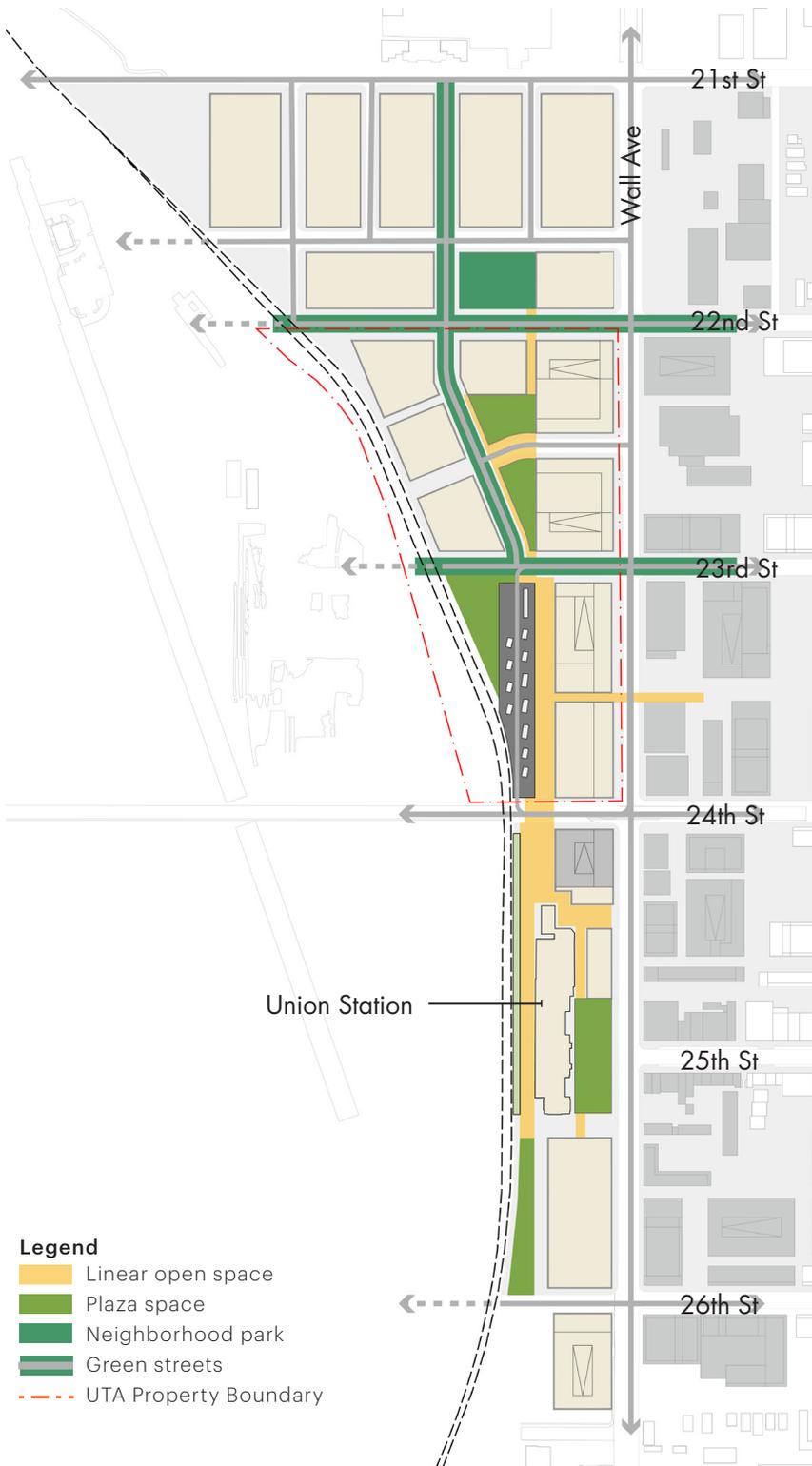


## Access and Flexibility

The Ogden Station Plan provides access for existing users and opportunities for future connections and modes of mobility. The plan emphasizes the pedestrian and the links to Downtown Ogden activating the Union Station campus and surrounding developments. As Ogden continues to expand westward, the infrastructure is designed to promote and plan for those connections.

The plan incorporates the proposed bus rapid transit (BRT) and existing bus routes. The pedestrian network links each of these modes of mobility together creating a flow of energy throughout the campus.

# Open Space Plan



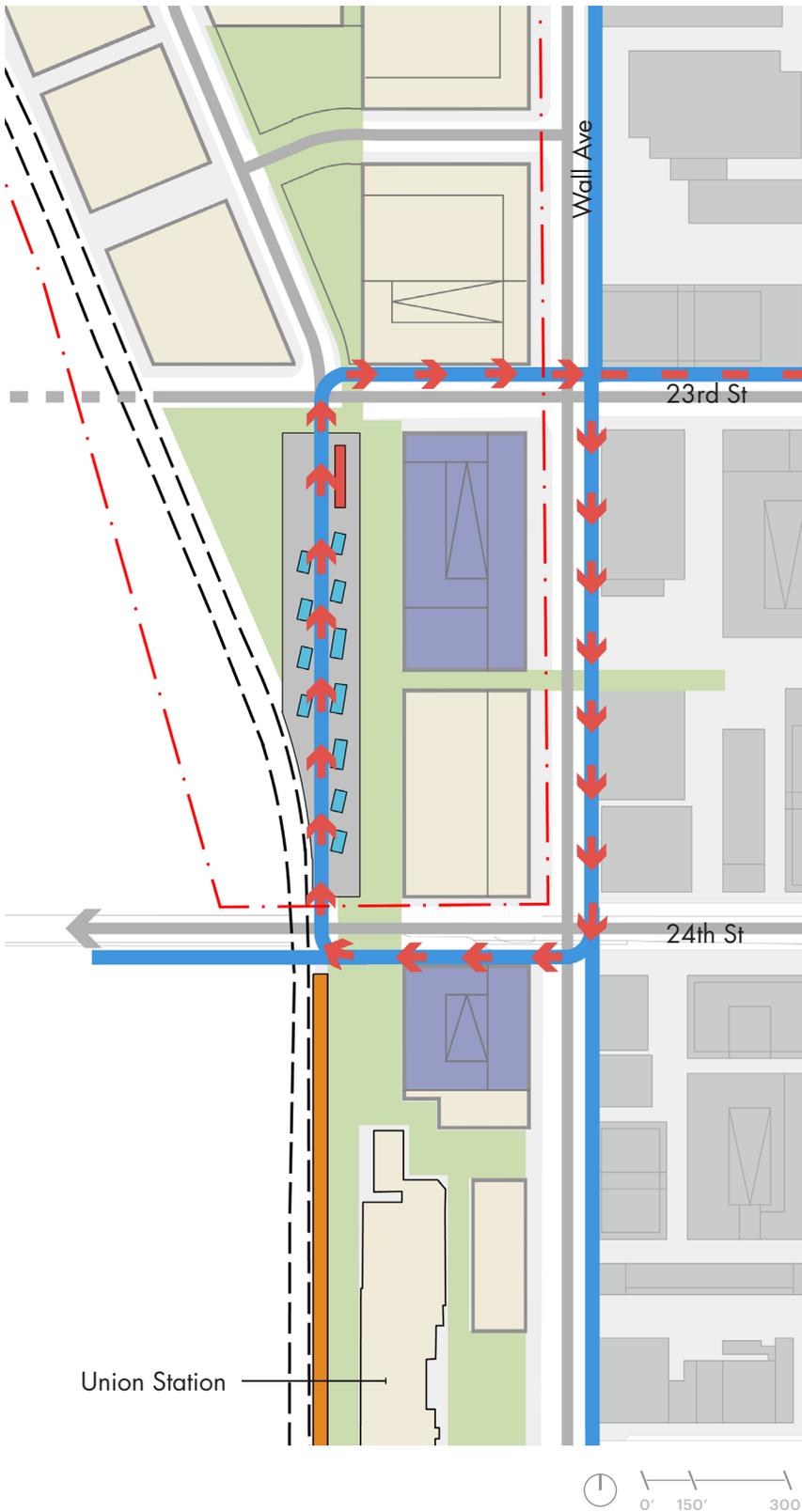
## The Backbone

The pedestrian network is the backbone of the Ogden Station Plan. The campus is linked through different pedestrian-oriented spaces that provide amenities to users and interface with the neighboring buildings. The network provides vital connections to surrounding developments and downtown Ogden.

The plaza spaces are a destination for the community, visitors and employees to mingle, celebrate and exchange ideas.

The proposed green streets incorporate resilient, green infrastructure to manage stormwater and minimize the streets' impacts on the environment, while emphasizing the pedestrian realm.

# Parking & Transit Plan



## Versatility

The Ogden Station Plan provides transit for multiple users both local and regional. The plan consolidates parking in close proximity to the transit plaza and the Frontrunner Station while providing parking for the neighboring uses and downtown Ogden.

Parking for transit users is located in the shared structure near the transit plaza and relocated Frontrunner station.

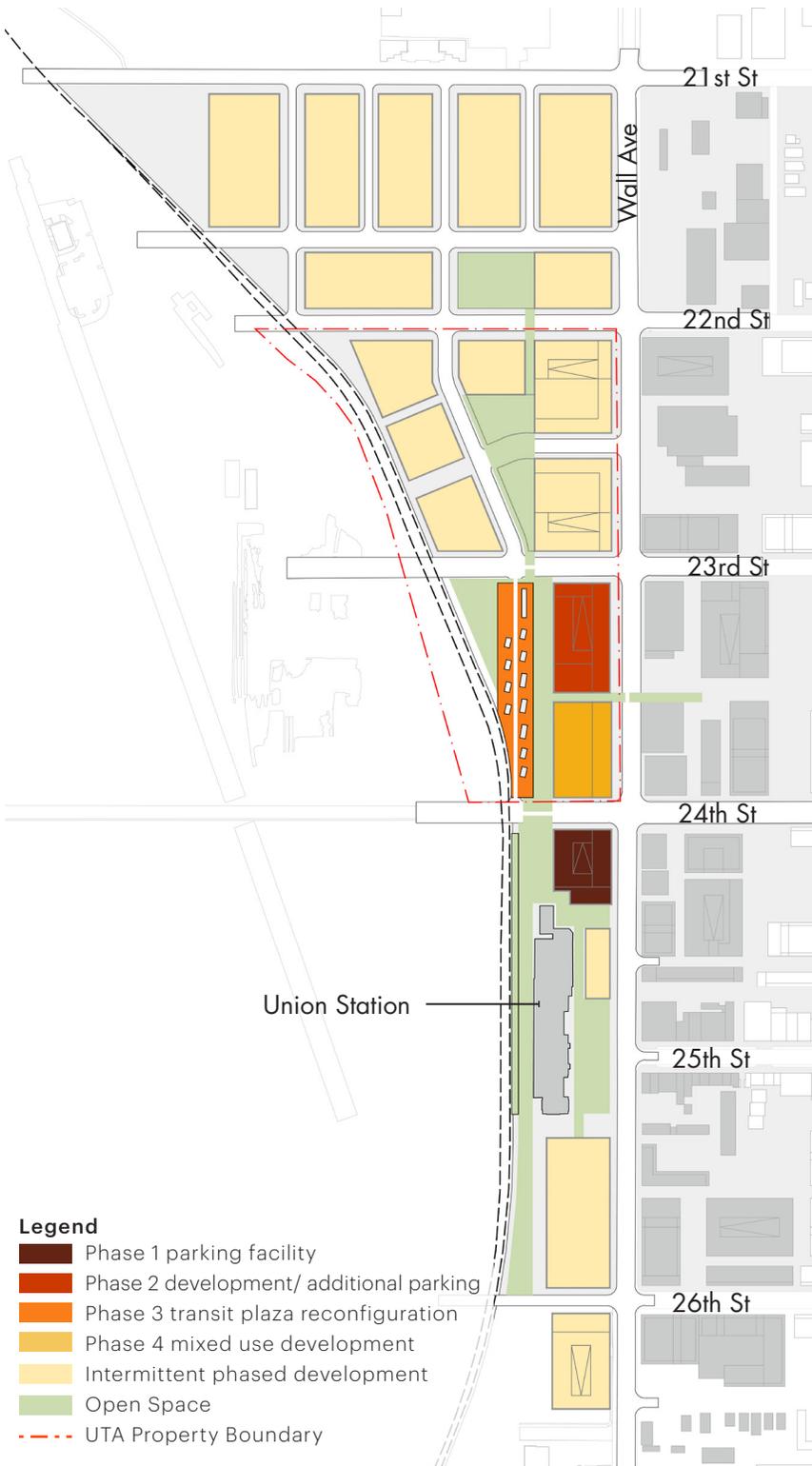
The BRT platform is a part of the transit plaza and is accessed through a one-way route, while current bus stops and routes are reoriented and placed along a linear two-way road to simplify circulation.

The Frontrunner Station is potentially relocated to the south, directly adjacent to the Union Station, if and when funding is made available to do so. This will have a positive economic impact within the development, and throughout downtown Ogden.

### Legend

- Open Spaces
- Proposed Parcels
- Parking
- Bus Stop
- Future BRT Stop
- Future Frontrunner Station
- Existing Bus Routes
- Future BRT Route
- UTA Property Boundary

# Implementation Plan



## The Road Map

The Ogden Station Plan is proposed in four phases to align with the Make Ogden Downtown Master Plan and encourage sustainable growth.

Phase 1 replaces the existing parking lots with a shared parking structure, containing 400 stalls for transit users, on land owned by Ogden City. This consolidates and opens up developable land on UTA property.

Phase 2 is envisioned as a mixed-use development that includes additional parking as needed in support of transit users.

Phase 3 reconfigures the existing bus infrastructure and develops the transit plaza enhancing flow and opening additional developable land on the corner of 24th Street and Wall Avenue.

Phase 4 is a catalytic site strengthening the connection to the Union Station and downtown Ogden.

Development of parcels north of 23rd Street may occur at any time following the completion of the Phase 1 parking structure.

## Taking the First Steps

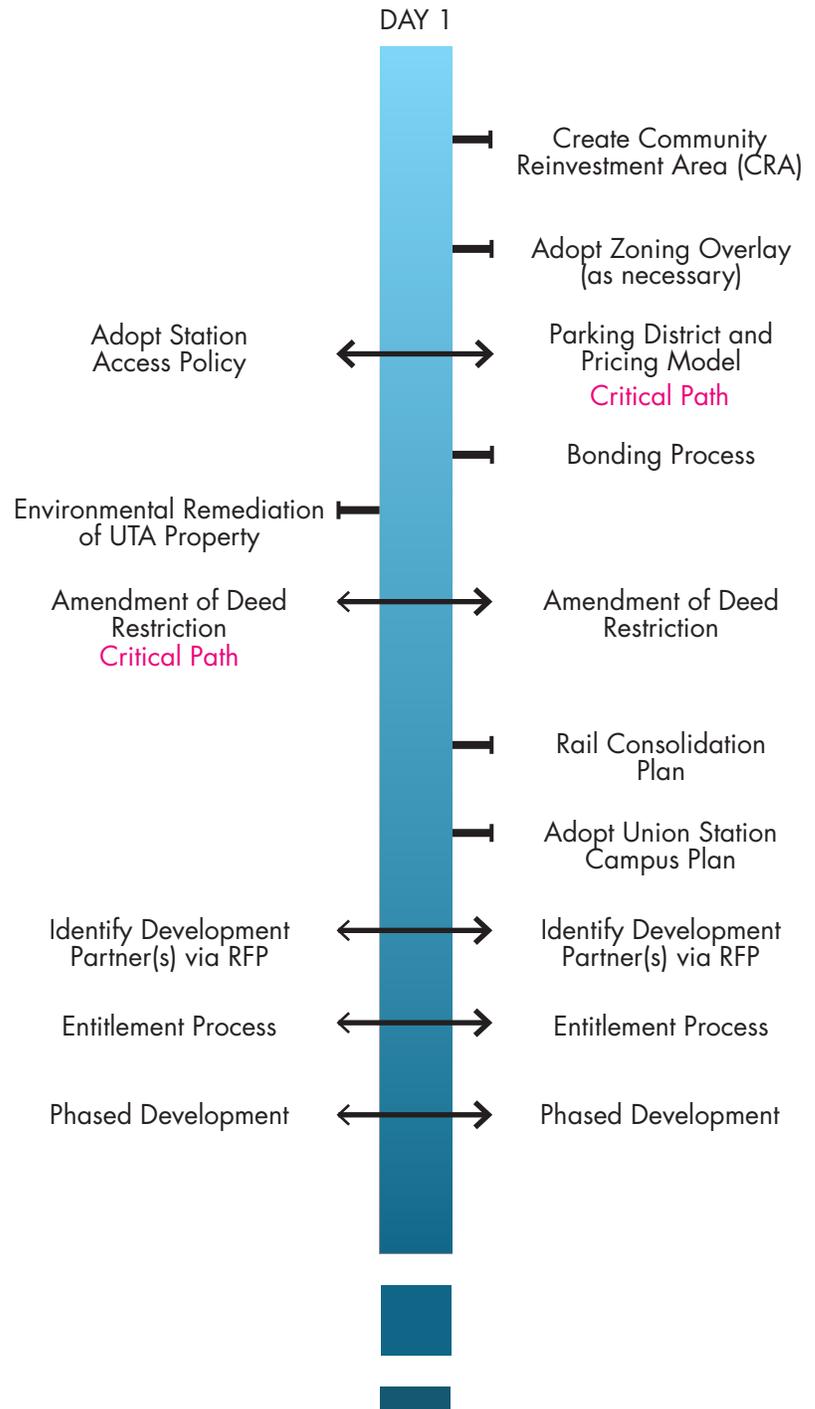
Before the Ogden Station Plan can be implemented, a number of steps must be taken to set down the path for sustainable growth and development. The adjacent vertical timeline identifies steps and interactions between UTA and Ogden City that are necessary to allow for redevelopment to occur.

Planning and obtaining funding for the transit parking is a critical task for development to be successful. Funds shall be obtained from a bond debt and revenues through the CRA and paid parking. The parking structure shall be subsidized for transit users.

The funding for the relocation of the Frontrunner Station shall be through capital funding from the state level. This will require negotiation and cooperation between the UTA Capital Development and the UTA TOD board.

## Utah Transit Authority

## Ogden City





## DW Legacy Design®

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U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer

**TITLE:**

**Depot District Clean Fuels Technology Center Project Update**

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	The Depot District Clean Fuels Technology Center project will replace the existing aging and undersized central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. The project has been divided into several phases of construction. The current phase of activities includes construction of the wash building, fueling island, and west parking lot. This phase is scheduled to be completed in June or July of this year. The next phase of construction, which began in November 2020, includes construction of the bus maintenance building, operations/administration building, and site improvements around the new building and in the bus parking area. Future phases of the project include design and construction of bus canopies, electric bus charging infrastructure, and possible solar panel installation.
<b>DISCUSSION:</b>	Staff will present an update on the project construction to date and the remaining scope. Project schedule and budget updates will also be presented.
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 5/12/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Sheldon Shaw, Director of Safety and Security  
**PRESENTER(S):** Sheldon Shaw, Director of Safety and Security

**TITLE:**

**Roadway Worker Protection (RWP) Program Manager and Technical Budget Adjustment**

<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Approve the addition of a full-time employee (FTE) to fill the position of Roadway Worker Protection (RWP) Program Manager and authorize a technical budget adjustment to move \$60,500 from the 2021 Operating Budget Contingency to fund the position.
<b>BACKGROUND:</b>	All US railroads are required by law to comply with 49 CFR Part 214 Railroad Workplace Safety. The purpose of this subpart is to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway workers or roadway maintenance machines. To comply with this rulemaking UTA has adopted a Roadway Worker Protection Program.

<b>DISCUSSION:</b>	The TRAX and FrontRunner corridors are regulated by the Federal Railroad Administration (FRA) and roadway workers in this shared use track are subject to FRA rules and regulations. The FRA has granted authority to the Utah Department of Transportation (UDOT), as a Federal Transit Administration (FTA) approved State Safety Oversight Agency (SSOA), to enforce FRA regulatory compliance under FRA's "Railroad Workplace Safety", 49 CFR 214. Each of these oversight groups do announced and unannounced audits and spot checks. This new Manager would be UTA's point of contact for these activities. Oversight and administration of this program at UTA is currently shared by many groups including Property, Safety, Trax / FrontRunner Operations, Maintenance of Way Facilities, Legal, Training and Audit. Each of these groups have responsibilities for compliance, but RWP isn't necessarily an area of expertise or the only priority. This lack of a dedicated resource focused on RWP creates a risk for the agency that would be mitigated by this request. An important element of RWP is conducting internal and external audits and field inspections to verify the program is compliant with regulations, policies and procedures. A full-time person assigned these responsibilities will help UTA locate and address potential safety issues and take action to mitigate risk.
<b>ALTERNATIVES:</b>	Continue with the existing fragmented oversight structure. This has been identified as a risk by UTA and FRA.
<b>FISCAL IMPACT:</b>	A dedicated central point of contact and responsibility to provide expertise, coordination, and standardize UTA's RWP program would greatly enhance compliance and improve worker safety. The potential risk far outweighs the cost of this proposal. Operating budget contingency would fund the compensation and benefits estimated at \$60,500 for 2021.
<b>ATTACHMENTS:</b>	None



U T A

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Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 5/12/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Chair Carlton Christensen

**TITLE:**

**Strategy Session to Discuss Pending or Reasonably Imminent Litigation and Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual**

<b>AGENDA ITEM TYPE:</b>	Closed Session
<b>RECOMMENDATION:</b>	Approve moving to closed session for discussion of pending or reasonably imminent litigation
<b>DISCUSSION:</b>	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 board will hold a closed session for the following purposes: <ul style="list-style-type: none"> <li>• Strategy session to discuss pending or reasonably imminent litigation</li> <li>• Discussion of the character, professional competence, or physical or mental health of an individual</li> </ul>