

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

PROJECT REIMBURSEMENT AGREEMENT

This PROJECT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into between the Utah Department of Transportation, an agency of the State of Utah (“UDOT” or “Project Agency”) and Utah Transit Authority, a large public transit district organized pursuant to the Utah Public Transit District Act (“UTA” or “Work Agency”). UDOT and UTA may be referred to hereafter as an Agency or Agencies, as the context requires.

RECITALS

WHEREAS, The Utah Department of Transportation (the “Project Agency”) is engaged in a project to upgrade the existing railroad crossing to provide advanced warnings to drivers in Salt Lake County as part of UDOT Pin No. 22781 (hereafter, the “Project”);

WHEREAS, The Utah Transit Authority (the “Work Agency”) has agreed to perform, or to cause its contractor to perform, certain work for the Project consisting of making adjustments to signal preemption timing by December 31, 2026 (hereafter, the “Work,”), at the Project Agency’s sole cost and expense; and

WHEREAS, the Agencies desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

AGREEMENT

NOW, THEREFORE, on the stated recitals, and for good and valuable consideration, the Agencies agree as follows:

1. **WORK.** The Work Agency agrees to cause its contractor to perform the Work, at the rail road crossing shown in Exhibit A, in a manner as more particularly set forth on the Scope of Work attached hereto as Exhibit B.
2. **ESTIMATED COST.** An itemized estimate of the cost of the Work is attached hereto as Exhibit C. The total cost estimate is \$277,608.48.
3. **SPECIAL PROVISIONS.** The Project Agency has fully disclosed to the Work Agency special requirements imposed on the Work, or for reimbursement of the Work, by Project conditions, state or federal regulations, to ensure that the Work is performed and documented in a manner that can be reimbursed. Special requirements and any applicable state and federal requirements are attached to this Agreement as Exhibit D.
4. **INVOICING.** The Work Agency shall submit invoices to the Project Agency as the Work progresses, reflecting Work that has been completed. The Work Agency shall provide the Project Agency with documentation supporting the invoice, reasonably

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acceptable to the Project Agency. The Project Agency will reimburse the Work Agency promptly upon receipt and approval of a complete, properly supported invoice(s) for the Work.

5. General Provisions.

- (a) *Waiver.* Failure of either Agency at any time to require performance of any provision of this Agreement shall not limit the other Agency's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- (b) *Entire Agreement.* This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Agencies regarding the subject matter hereof. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Agency.
- (c) *Counterparts.* This Agreement may be executed in any number of counterparts and by each of the Agencies 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
- (d) *Applicable Law.* This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah.

[signatures on following page]

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IN WITNESS WHEREOF, the Agencies hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

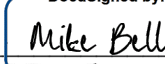
By: _____
Dean Hansen
Manager, Systems Engineering

By: _____
Dave Hancock
Chief Capital Services Officer

By: _____
Jared Scarbrough
Director of Capital Design and
Construction

By: _____
Jay Fox
Executive Director

APPROVED AS TO FORM:

DocuSigned by:


UTA Legal 05581A415BA44F6...

**UTAH DEPARTMENT OF
TRANSPORTATION**

Recommended for Approval:

By: _____
Region Utility and Railroad Leader

By: _____
Region Director

Date: _____

Date: _____

Reviewed:

UDOT Comptroller's Office

By: _____
UDOT Rail Division Director

By: _____
Contracts Administrator

Date: _____

Date: _____

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EXHIBIT A
MAP OF CROSSING LOCATION

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EXHIBIT B
SCOPE OF WORK



April 11th, 2025

RMSS-52720-013 Rev1

Mr. Phil Brindle
Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: 1300S Pedestrian Crossing & Queue Cutter

Phil,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the design, installation, and testing of a pedestrian crossing and support for the UDOT implementation of a queue cutter for the TRAX alignment where it crosses 1300 South in Salt Lake City.

Our lump sum price for this proposal is **\$277,608.48**

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

Affected Locations

The following locations are affected by the scope of work in this proposal:

1300 South Grade Crossing	Paxton Interlocking
Ball Park Interlocking	S9809 Coupler Case
1700 South Grade Crossing	S9816 Coupler Case
S9728 Relay Case	

Design

Under the scope of this proposal RMSS will update the following design elements as needed for affected locations:

- Design Levels
 - All designs will be submitted at the following levels:
 - Issued for Construction (IFC)
 - As-in-service (AIS)
- System Level Design
 - Control line updates
 - Crossing approach updates
- Signal Design
 - Location plans/circuit design
 - Wayside application software
 - SATS lab testing



Site Specific Scope of Work

The following location specific items are included in this scope of work:

- 1300 South Grade Crossing
 - ** Note this location has some overlap with the task order for Station Exempt Sign Removal.
 - Add new preemption output and relay from VHLC and additional circuitry as needed
 - Land 7C#14 cable traffic interface cable provided by others
 - Update VLP executive program
 - Convert program to ACE
 - Update system to support field programmable timers
 - Add new S9797NSBT audio frequency overlay track circuit
 - Remove XLOK circuitry and logic
 - Remove HON System and related circuitry
 - Revise gate down pushbutton logic to run preemption time prior to dropping gates
 - Consider all multiple train scenarios.
 - Northbound approaches consider future speed decrease to 25 MPH at 1300S, prior to entering crossing.
 - Program delay timers to add sufficient delay to accommodate this speed decrease, without requiring a program change.
- Ballpark Interlocking
 - Logic updates required to pass track circuit status between 1700S to 1300S over existing vital link
- 1700S
 - Logic and plan updates required to:
 - pass track circuit status to 1300S , via Ballpark Interlocking over existing vital links
 - remove logic and circuitry for the out-of-service S9728 switch which has been removed from the field
- S9728RC
 - Remove S9728 switch circuits
- Paxton Interlocking
 - Logic and plan updates required to provide signal delay when approach track is occupied to ensure sufficient warning time for moves out of Paxton siding
 - The new PSO for 1300S will need to be added to Paxton Interlocking because there is not enough available room in the 1300S signal house. This will require the following:
 - Install a 2C#6 track wire from Paxton Interlocking signal house to the mainline rail. This will require conduit and cable to be installed under two tracks to get to the mainline for the S9797 NSBT track circuit
 - Install a 3-1TWPR #14 cable from the Paxton Interlocking signal house to the S9809 coupler case.
 - Install a new 2C#6 track wire connection from the S9816 coupler case to the mainline track for the S9797 NSBT track circuit.
- Paxton Avenue
 - Review location to ensure no changes are required



- **S9809 Coupler Case**
 - Upgrade the 9809CC to a new and larger coupler case to replace the existing CC that does not have enough room for new couplers.
 - Add new terminals, track circuit connects, and couplers required for track S9797NSBT
 - Use existing spare conductors between S9809 and 1300S for new track circuit connection
 - Replacement of this coupler case may require an extended working window longer than the normal non-revenue window. This proposal assumes that UTA will be able to coordinate and support an adequate period of access to complete the work.
- **S9816 Coupler Case**
 - Upgrade the S9816CC to a new and larger coupler case to replace the existing CC that is damaged.
 - Use PDF provided by UTA to redraw location in CAD
 - Add new terminals, track circuit connects, and couplers required for track S9797NSBT
 - Use existing spare conductors between S9816 and 1300S for new track circuit connection
 - Remove existing HON systems circuitry
 - Replacement of this coupler case may require an extended working window longer than the normal non-revenue window. This proposal assumes that UTA will be able to coordinate and support an adequate period of access to complete the work.

Procurement

The following items will be procured under this scope of work:

Item Description	Unit	Base Quantity	Spare Quantity	Total Quantity
1300S Materials				
Pre-emption Output Relay	EA	1	0	1
VHLC EPROM	EA	1	0	1
PSO Transceiver	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
S9809 Coupler Case				
PSO Coupler for TC S9797NSBT	EA	1	1	2
Track connection kit	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
New Coupler Case	EA	1	0	1
S9816 Coupler Case				
PSO Coupler for TC S9797NSBT	EA	1	1	2
Track connection kit	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
New Coupler Case	EA	1	0	1

Deliverables

The following deliverables are included in the scope of this proposal:

CDRL #	Deliverable Description	Level
CDRL-PTO039-001	1300S Circuit Plans	IFC
CDRL-PTO039-002	1300S Wayside Application Software	IFC
CDRL-PTO039-003	Ballpark Interlocking Circuit Plans	IFC
CDRL-PTO039-004	Ballpark Interlocking Wayside Application Software	IFC



CDRL-PTO039-005	1700S Grade Crossing Circuit Plans	IFC
CDRL-PTO039-006	1700S Grade Crossing Wayside Application Software	IFC
CDRL-PTO039-007	S9728RC Circuit Plans	IFC
CDRL-PTO039-008	Paxton Interlocking Circuit Plans	IFC
CDRL-PTO039-009	Paxton Interlocking Wayside Application Software	IFC
CDRL-PTO039-010	S9809 Coupler Case Circuit Plans	IFC
CDRL-PTO039-011	S9816 Coupler Case Circuit Plans	IFC
CDRL-PTO039-012	NS Mainline Control Lines	IFC
CDRL-PTO039-013	Crossing Approach Plans	IFC
CDRL-PTO039-014	Testing & Commissioning Plan	IFC
CDRL-PTO039-015	1300S Circuit Plans	AIS
CDRL-PTO039-016	1300S Wayside Application Software	AIS
CDRL-PTO039-017	Ballpark Interlocking Circuit Plans	AIS
CDRL-PTO039-018	Ballpark Interlocking Wayside Application Software	AIS
CDRL-PTO039-019	1700S Grade Crossing Circuit Plans	AIS
CDRL-PTO039-020	1700S Grade Crossing Wayside Application Software	AIS
CDRL-PTO039-021	S9728RC Circuit Plans	AIS
CDRL-PTO039-022	Paxton Interlocking Circuit Plans	AIS
CDRL-PTO039-023	Paxton Interlocking Wayside Application Software	AIS
CDRL-PTO039-024	S9809 Coupler Case Circuit Plans	AIS
CDRL-PTO039-025	S9816 Coupler Case Circuit Plans	AIS
CDRL-PTO039-026	NS Mainline Control Lines	AIS
CDRL-PTO039-027	Crossing Approach Plans	AIS
CDRL-PTO039-028	Task Order Closeout Form w/ UTA Quality Form	AIS

Execution Timeline

The attached execution timeline shows the anticipated duration for the execution of this work. Exact dates will be mutually determined between RMSS and UTA once task order prioritization can be clearly defined at the time of execution.

Assumptions

1. All new audio frequency overlay track circuits will be Siemens PSO
2. All testing will be completed using key personnel
3. This proposal does not include any material escalation. RMSS reserves the right to recover any costs incurred as a result of material price changes.

Exclusions

1. Updates to locations not specifically called out in this proposal
2. Corrections for legacy issues or inaccuracies not specifically called out in this proposal

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

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



Sincerely,

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

Anthony Ortolani
Rocky Mountain Systems Services

cc:

Dean Hansen - UTA
Marshall Wilson – RMSS
Josh LaFleur – RMSS

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

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EXHIBIT C
COST ESTIMATE DETAIL
1300 South Queue Cutter

UTA - On Call
PTO 039 - 1300S Queue Cutter
Task Order Estimate Summary



4/11/2025

Subcontractors	\$	-
Materials	\$	19,483.30
Administrative	\$	24,466.00
Design/Engineering	\$	113,613.00
Construction/Testing	\$	84,505.00
Travel & Perdiem	\$	-
Other Costs and Fee	\$	35,541.18
Total:	\$	277,608.48

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EXHIBIT D
BUY AMERICA

Federal-aid projects are subject to 23 C.F.R. § 635.410, Buy America Requirements. This federal regulation requires a domestic manufacturing process for all steel or iron products that are permanently incorporated into federal-aid highway construction projects. This includes relocation projects performed by utility companies and reimbursed by the Utah Department of Transportation. This exhibit establishes the required documentation and Company responsibilities to demonstrate compliance with this federal law. A copy of the federal regulation can be found at: http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm

- A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
 - 1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
 - 2. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.

- B. Maintain Material Certifications of Compliance and submit to UDOT's Resident Engineer prior to payment and incorporation of the materials into a project.
 - 1. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
 - a. Signed mill test report.
 - b. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States.
 - c. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
 - d. Tracking quantities is not required for coating operations and for mill certifications
 - 2. Include all steel or iron materials that can't be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

- C. The above requirement does not preclude a minimal use of foreign steel or iron, provided the cost of the steel or iron used does not exceed one tenth of one percent (0.1 percent) of the total contract amount or \$2,500, whichever is greater.
 - 1. Company shall track the use of all permanent foreign steel incorporated in the project.
 - 2. Provide satisfactory cost documentation to UDOT's Resident Engineer prior to payment and incorporation of the materials into the project when foreign steel or iron is used.

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- D. The following are exempt from Buy America except as noted:
1. Temporary steel or iron materials.
 2. Materials left in place for the Company's convenience that could be removed without damaging the completed work
 3. Items such as nuts, bolts, washers, screws, concrete chairs, spacers, etc. and other steel or iron parts that may be considered miniscule or non-structural to the whole of the project.
 4. Fencing stays, clips, staples, or other miscellaneous fencing components
 5. Manufactured assemblies:
 - a) The combined weight of steel and iron content is less than 51 percent when delivered to the job site for installation.
 - b) Not predominantly steel and iron as determined by UDOT
 - c) The major steel and iron components of the following and other similar assemblies must meet Buy America requirements:
 - i. Concrete pre-cast items such as pipe, poles, boxes, conduit, risers, manholes, manhole covers, vaults or similar structures.
 - ii. Steel rebar as a component of placed concrete.

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FORM OF BUY AMERICA CERTIFICATE TO BE UTILIZED

Certification Requirement for 23 C.F.R. §635.410, Buy America

This project will be utilizing federal funds. Please complete this Buy America Certification and return at or prior to the time the applicable materials are delivered.

Buy America Certification

I certify that all materials provided to _____ for use of a Federal Aid Highway Project meet the requirements of 23 C.F.R. §635.410, Buy America and any amendments thereto. Material Certificates of Compliance for each manufacturing and coating process performed during the production of these materials are attached.

Signature:

Name:

Title:

Supplier Company Name:

Date:

Purchase Order Number:

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INSTRUCTIONS FOR COMPLETING THE BUY AMERICA CERTIFICATE

- A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
 - 1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
 - 2. Nondomestic raw materials are permitted so long as the melting and all subsequent manufacturing processes occur domestically.
 - 3. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.
- B. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
 - 1. Signed mill test report.
 - 2. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of the coating, performed on the steel or iron product has been carried out in the United States.
 - 3. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
 - 4. Tracking of quantities is not required for coating operations and for mill certifications.

Include all steel or iron materials that can't be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

The installation of warning devices or surface improvements shall be in accordance with the provisions of 23 CFR 646, 23 CFR 140 subpart I, and the Federal Aid Program Guide NS 23 CFR 6468 issued by the Federal Highway Administration.

The parties incorporate by reference 23 CFR 140, subpart I and 23 CFR 646, subpart 8.

The invoice shall be prepared in conformity with 23 CFR 140.922 and reimbursements will only be made for items fully complying with the requirements of 23 CFR 646 subpart 8 and 23 CFR 140 subpart I.

In accordance with 23 CFR § 140.922(c) referenced above, Project Agency and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of Work Agency pertaining to this project for a period of three (3) years from the date Work Agency receives final payment from Project Agency. Should the audit disclose that Work Agency has been underpaid, they will be reimbursed by Project Agency upon submission of additional billing to cover the underpayment. Should the audit disclose that Work Agency has been overpaid, they will reimburse Project Agency in the amount of the overpayment. For purpose of audit, Work Agency shall be required to keep and maintain its records for the work covered herein for a minimum of three (3) years from the date Work Agency receives final payment from Project Agency.

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Work Agency, at no cost to Project Agency, shall maintain any grade crossing improvements installed within the Work Agency railroad right of way and two feet beyond each outside rail for crossings without concrete crossing panels or edge of concrete crossing panel. Grade crossing improvements outside the railroad right of way, including portions of the roadway two feet beyond each outside rail, shall be the responsibility of the applicable highway authority.

Work Agency's Contractor will maintain for the duration of the Project, commercial general liability insurance in the amount of \$2,000,000 per occurrence, \$4,000,000 aggregate.

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND SURVEILLANCE EQUIPMENT

Pursuant to Public Law 115–232, § 889, and 2 CFR § 200.216, beginning August 13, 2020, UDOT may not allow its contractors and consultants, their subcontractors or sub consultants, or any supplier for a UDOT project to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as a part of any system, or entering into a contract with any entity if the contract allows the purchase of such covered telecommunications equipment or services with federal funds that flow through a contract with UDOT.

As described in Public Law 115–232, § 889 and 2 CFR § 200.216, covered telecommunications equipment or services includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of either of these entities. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of any of these entities is covered by the prohibition.

CONTRACTOR/CONSULTANT certifies it will conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216, and it will include text in contracts with its subcontractors or sub consultants and suppliers for UDOT projects requiring them to certify to conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216.