Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 13, 2022 **9:00 AM** **FrontLines Headquarters**

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

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

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Beth Holbrook
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of March 23, 2022 Board Meeting Minutes	
	b. Canadian Travel Approval	
6.	**Reports**	
	a. Executive Director's Report - FrontRunner Service - Removal of Comet Cars - Employee Commendation - Officer Nicole Ravens - Bus Maintenance Roadeo	Jay Fox
	b. Free Fare February Report	Nichol Bourdeaux Cherryl Beveridge Bill Greene Megan Waters
	c. Financial Report - February 2022	Bill Greene Brad Armstrong
7.	**Contracts, Disbursements and Grants**	
	a. Contract: SD160 Gearbox Overhaul for Light Rail Overhaul Program (Voith US Inc.)	David Hancock Kyle Stockley

b.	Contract: Task Ordering Agreement for Architectural Consultant Services Pool (FFKR Architects Technical Services, Inc.)	Hal Johnson
c.	Contract: Task Ordering Agreement for Architectural Consultant Services Pool (CRSA, Inc.)	Hal Johnson
d.	Change Order: Timekeeping System - Additional Implementation Cost and On-going Maintenance (Kronos Incorporated)	Troy Bingham
e.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-37 - University S-Curve Replacement (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
f.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-41 - Grade Crossing Replacement at Cottonwood Street on the Mid-Jordan Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
g.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-44 - Grade Crossing Replacement at East 9th Ave on the Mid-Jordan Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
h.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-45 - Grade Crossing Replacement at Pioneer Road on the Blue Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
i.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-46 - Grade Crossing Replacement at 2200 West on the Mid-Jordan Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
j.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-47 - Grade Crossing Replacement at Lester Street on the West Valley Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley
k.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-48 - Grade Crossing Replacement at Maple Way on the West Valley Line (Stacy and Witbeck, Inc)	David Hancock Kyle Stockley

8. Service and Fare Approvals

a. Sponsored Service and Complementary Fare: Salt Lake Marathon Service and Pass Agreement (High Altitude Special Events "HASE") — Camille Glenn, Kensey Kunkel

b. Fare Agreement: Ski Bus Service - Amendment 2 (Snowbasin Resort Company) — Michelle Wallace, Kensey Kunkel

9. Other Approvals

a. UTA Policy - UTA.05.04 Administrative Employee Compensation Program — Kim Shanklin

10. Discussion Items

a. TOD Design Guidelines — Paul Drake, Jordan Swain

b. UTA Small Area Studies — Russ Fox, Eric Callison

11. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, April 27th, 2022 at 9:00 a.m.

12. Adjourn — Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines regarding masking and distancing.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
    - o Comment online at https://www.rideuta.com/Board-of-Trustees
    - o Comment via email at boardoftrustees@rideuta.com
    - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - o Comments submitted before 2:00 p.m. on Tuesday, April 12th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Approval of March 23, 2022 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the March 23, 2022 Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday March 23, 2022 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/743450.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2022-03-23_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 23, 2022 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Cherryl Beveridge, UTA Acting Chief Operating Officer, delivered a brief safety message.

4. Public Comment

No in person public comment was given. (Note: All online public comment received for the meeting is attached as Appendix A to these minutes.)

5. Consent

a. Approval of March 9, 2022 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- **August Change Day Comment Period**
- **UTA Team Tribute - Doug Malmborg**
- **UTA Team Tribute - Procurement Group**
- **APTA Legislative Conference**

August Change Day Comment Period

Jay Fox, UTA Executive Director, was joined by Megan Waters, UTA Community Engagement Manager. Ms. Waters reported the public comment period for the August change day is open through April 1, 2022. She described several ways the agency is

garnering public feedback:

- Staff hosted a virtual public meeting last week that had good participation (the recordings of the meeting are available on the UTA Facebook page and YouTube channel)
- Public comment can be made through the UTA website (www.rideuta.com <http://www.rideuta.com>)
- Staff is engaging in targeted outreach to populations that experience challenges with utilizing the feedback mechanisms currently available

UTA Team Tribute - Doug Malmborg

Mr. Fox was joined by Lorin Simpson, UTA Regional General Manager - Salt Lake Business Unit, and Ms. Beveridge. Mr. Simpson recognized Doug Malmborg, UTA Operations Supervisor, for the exceptional service he performed for travelers in the canyon during the heavy snowstorm on March 9, 2022, which included digging out several cars that slid off the road. He also thanked Bill Humphreys, UTA Operations Supervisor, for sending in a commendation for Mr. Malmborg's efforts.

Chair Christensen yielded the floor to Mr. Malmborg, who expressed appreciation for the recognition and for his peers who make it possible to do this kind of work.

UTA Team Tribute - Procurement Group

Mr. Fox was joined by Todd Mills, UTA Director of Supply Chain. Mr. Fox said Governor Cox declared March as "Procurement Month." Mr. Mills spoke about the procurement team's motto - "What they need, when they need it" - and described the functions of the inventory buyers, contract buyers, procurement contract specialists, strategic sourcing specialist, inventory control group, and legal support. He remarked on the team's key performance indicators, stating they are maintaining >95% parts availability and >95% inventory accuracy levels.

APTA Legislative Conference

Mr. Fox was joined by Shule Bishop, UTA Government Relations Director. Mr. Fox thanked Mr. Bishop for his leadership in meetings with Utah's federal delegation during the American Public Transportation Association (APTA) Legislative Conference in mid-March. He also thanked the federal legislators for making time to discuss transit with UTA leaders.

Mr. Bishop in turn thanked UTA's federal contractors for their work on UTA concerns and the Federal Transit Administration (FTA) leadership for meeting with the agency.

b. Pension Committee Report

Trustee Jeff Acerson reported on the recent pension committee meeting. He indicated rising inflation may force a change in the pension fund management strategy, including the possibility of diversifying the asset allocation by adding private equity to the mix. UTA's contracted fund managers will make a recommendation at the next committee meeting. Trustee Acerson concluded by stating that overall, the outlook on the pension

is good.

Discussion ensued. A question on private equity participation was posed by the board and answered by Trustee Acerson.

7. Resolutions

a. R2022-03-04 - Resolution Approving the Title VI Service Equity Analysis for the April 2022 Change Day

Andrew Gray, UTA Civil Rights Compliance Officer - Title VI & DBE, was joined by Ms. Waters, and Nichol Bourdeaux, UTA Chief Planning & Engagement Officer. Ms. Waters summarized the resolution, which approves the Title VI service equity analysis for the April 2022 change day (April 17, 2022). There is one major change to transit service for implementation on change day affecting route 834 in Utah County. Weekday frequency on the route will increase from 60-minute service to 30-minute service. Also, the route will be modified with a westward extension to serve the new Vineyard FrontRunner Station and a small segment will be discontinued along 100 North in Orem.

Ms. Waters reviewed public engagement efforts related to the April change day, which included public notices, a 30-day public comment period, a virtual public meeting, and additional virtual engagement. During the public comment period, feedback was accepted by email, mail, phone, OpenUTA, and an online form on the UTA website. A total of 32 comments were received related to the proposed changes on route 834. Overall, the comments were mixed, with most constituents expressing support for increased transit options in Utah County and others expressing concern over the planned routing.

Mr. Gray explained the Title VI process and indicated the proposed changes to route 834 yielded no potential for Title VI findings.

Discussion ensued. The trustees were interested in whether the timing of the route change would coincide with the Vineyard Station opening and asked staff to ensure communication of the route change information to riders. Trustee Acerson said the Utah Department of Transportation (UDOT) has been extremely complimentary to UTA regarding work on the Vineyard Station and added the delays on completing work at the station are attributable to the developer responsible for providing access to the station.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2022-03-05 - Resolution Approving Rail Station Names for TRAX 600 South Station and FrontRunner Vineyard Station

Andrea Packer, UTA Communications Director, described the resolution, which approves rail station names for the TRAX 600 South Station and FrontRunner Vineyard Station.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2022-03-06- Resolution Adopting the Fare Rates and Types of Fare Media of the Agency and Authorizing FrontRunner Pass-Through Stations

Monica Morton, UTA Fares Director, outlined the resolution, which adopts the fare rates and types of fare media of the agency and authorizes FrontRunner pass-through stations. She noted FrontRunner uses a distance-based fare at a rate of $2.50 at the initial station plus $.60 per station traveled. North Temple has historically been treated as a "pass-through" station - a station for which no charge is assessed to the rider. The resolution updates the FrontRunner fare matrix to include Vineyard Station and formally identifies Vineyard Station and North Temple Station as pass-through stations.

Discussion ensued. A question clarifying the meaning of "pass-through" was posed by the board and answered by Ms. Morton.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. R2022-03-07 - Resolution Authorizing Execution of Amendment Two to the Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street

David Hancock, UTA Director of Capital Construction, was joined by David Osborn, UTA Project Manager III. Mr. Osborn summarized the resolution, which amends the interlocal cooperation agreement between UTA and the Redevelopment Agency of Salt Lake City for the construction of a TRAX station at 650 South Main Street by extending the contract's construction completion date to June 30, 2022. The construction has been delayed due to supply chain issues.

Discussion ensued. Questions on the new completion date, construction on non-electrical components, and budget overages were posed by the board and answered by Mr. Osborn.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

e. R2022-03-09 - Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing

Emily Diaz, UTA Revenue Services Manager - Assistant Treasurer, explained the resolution, which declares the official intent of the authority to reimburse itself for certain capital expenditures through lease financing, in accordance with federal law. Approving the resolution establishes a mechanism to manage leased vehicle and equipment replacements more efficiently and authorizes a maximum reimbursement

cap of $14,000,000. The vehicles and equipment contemplated for replacement are:

- 20 buses: $10,900,000
- 8 paratransit vehicles: $1,100,000
- 39 vanpool vans: $1,345,000
- 13 non-revenue service vehicles: $650,000

Discussion ensued. A question on the lease financing timing was posed by the board and answered by Ms. Diaz.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

f. R2022-03-10 - Resolution Modifying the Authority's Organizational Structure AND Technical Budget Adjustment - Operating

Mr. Fox was joined by Kim Shanklin, UTA Chief People Officer, and Bill Greene, UTA Chief Financial Officer. Ms. Shanklin outlined the resolution, which modifies the authority's organizational structure to include a chief communications officer and moves $210,000 in the operating budget from the non-departmental line item to the management and support operating expense line item to reflect this change.

Discussion ensued. The board expressed support for adding a chief communications officer. Trustee Holbrook opined that strategic communication is critical for the organization.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Telematics Vehicle Tracking System (AT&T Mobility)

Daniel Hofer, UTA Manager - Capital Assets & Project Controls, was joined by Trice Batty, UTA Fleet Vehicle Administrator. Mr. Hofer requested the board approve a contract with AT&T Mobility for a new vehicle tracking system and five-year software subscription for UTA's support vehicle and vanpool fleets. The total contract value has a not-to-exceed limit of $1,032,500.

Discussion ensued. Questions on vehicle maintenance tracking, diagnostic capacity, installation, new versus replacement monitoring costs, and implementation timeline were posed by the board and answered by staff.

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

b. Contract: FrontRunner Forward Reimbursement Agreement (Union Pacific Railroad Company)

Janelle Robertson, UTA Project Manager II, asked the board to approve a $1,678,000 contract with Union Pacific Railroad Company for preliminary engineering reimbursements. The reimbursements are for design coordination and review work associated with the environmental study and final design process related to modifications required on Union Pacific's railway to accommodate a second UTA FrontRunner track.

Discussion ensued. A question on pricing the work was posed by the board and answered by Ms. Robertson.

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

c. Change Order: Ogden/WSU Bus Rapid Transit (BRT) Construction Change Order #17 - Additional Paving on 25th Street & McKay Dee & Windscreen Art Glass (Stacy & Witbeck Inc.)

David Hancock, UTA Director of Capital Construction, was joined by Andrea Pullos, UTA Project Manager III. Ms. Pullos requested the board approve a $1,856,064 change order to the contract with Stacy & Witbeck Inc. for additional paving on 25th Street and McKay-Dee, as well as windscreen art glass for canopies at 22 stations. The total contract value, including the change order, is $66,120,473.

Discussion ensued. Questions on inclusion of the art glass in the budget, types of art at the individual stations, pavement lifespan, and impacts on project completion were posed by the board and answered by Ms. Pullos.

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.

d. Change Order: Supplement Number 4 to Stakeholder Agreement for the 300 North Pedestrian Overpass Bridge TIGER Project (Salt Lake City)
AND
2022 Technical Budget Adjustment - Capital - 300 North Pedestrian Bridge TIGER Project

Grey Turner, UTA Manager - Civil Engineering & Design, asked the board to approve Supplement No. 4 to the existing Salt Lake City Corporation TIGER Stakeholder Agreement to increase the project budget on the 300 North pedestrian bridge by $2,425,845. Costs associated with the change order will be covered by: the state through American Rescue Plan Act funds, Wasatch Front Regional Council Surface Transportation Program (STP) funds, UTA partner funds, and Salt Lake City Corporation.

A technical capital budget adjustment that moves $300,000 from the public partnership project line item to the TIGER program of projects line item is required to properly account for this change order.

Discussion ensued. A question on the construction timeline was posed by the board and answered by Mr. Turner.

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.

9. Service and Fare Approvals

a. Sponsored Fare Agreement: Funding for Free System-Wide Fares During Free Fare February (Salt Lake City)

Ms. Morton was joined by Kensey Kunkel, UTA Manager - Business Development & Sales. Ms. Kunkel requested the board approve a $135,000 sponsored fare agreement with Salt Lake City to offset uncollected fares during the Free Fare February promotion.

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

b. Sponsored Fare Agreement: Funding for Free System-Wide Fares During Free Fare February (Salt Lake County)

Ms. Morton was joined by Ms. Kunkel. Ms. Kunkel asked the board to approve a $100,000 sponsored fare agreement with Salt Lake County to offset uncollected fares during the Free Fare February promotion.

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

Chair Christensen called for a break at 10:31 a.m.

The meeting reconvened at 10:43 a.m.

10. Discussion Items

a. Donated Vehicle Program

Cherryl Beveridge, UTA Acting Chief Operating Officer, was joined by Tracy Young, UTA Coordinated Mobility Manager, and Mr. Greene. Ms. Young reported administration of the donated vehicle program has been transferred from finance to the coordinated mobility department, though the chief financial officer will continue to sign all agreements with organizations receiving a donated vehicle. Ms. Young noted the standard operating procedure related to the donated vehicle program will be updated to reflect the intent for donated vehicles to go to organizations within the state of Utah. Ms. Young requested the board participate in presenting the donated vehicles to recipients.

Discussion ensued. Questions on the prioritization criteria, wait list time, and ability for requestors to specify a preferred vehicle were posed by the board and answered by staff.

b. Criminal Ordinance Review

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Tim Merrill, Assistant Attorney General, and Megan Waters, UTA Community Engagement

Manager. Mr. Merrill indicated UTA's public ordinance is being updated and divided into three separate ordinances: fare payment, criminal, and trespassing. He then provided an overview of the proposed criminal ordinance, which adopts Utah codes and classifies offenses, and also addresses matters related to vehicles at transit facilities, transit facilities, conduct while using transit facilities, UTA-owned property, and enforcement.

Ms. Waters reviewed the public engagement timeline associated with adopting the updated ordinances.

Discussion ensued. Questions on managing infractions in the judicial process, implications for UTA police providing backup to other jurisdictions, encroachments, and issues with animals on the system were posed by the board and answered by staff.

c. 2021 Annual Transit-Oriented Development Report and Real Estate Inventory

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, reviewed UTA's real estate inventory as of December 2021, which consists of:

- Land area: 2,527 acres
- Properties: 828 parcels
- Book value: $424.6 million
- Active licenses/leases: 3,092

Mr. Drake then reported on UTA's transit-oriented development (TOD) projects as of December 2021. Active projects include:

- Ogden Central Station
- Clearfield Station
- Salt Lake Central Station
- 3900 South Meadowbrook Station
- Sandy Civic Center Station
- Jordan Valley Station
- Midvale Center Street Station

The agency's TOD portfolio reflects:

- Development completed or under construction: 14 development phases
- Residential: 1,702 dwelling units
- Office: 570,000 square feet
- Retail/commercial: 50,000 square feet
- Hotel: 192 rooms

The rollup summary of UTA's TOD performance shows:

- Private investment: $537 million
- UTA capital: $45.7 million

- UTA return: $49.3 million

Discussion ensued. Questions on whether market assessments are performed on UTA properties, lifespan of licenses and leases, and number of TOD affordable housing units were posed by the board and answered by Mr. Drake. Chair Christensen requested data on the various county assessors' value of UTA properties and Trustee Holbrook expressed a desire to see the number of affordable housing units in UTA TODs in future reports.

11. Other Business

a. Next Meeting: Wednesday, April 13th, 2022 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

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

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson for a closed session. The motion carried by a unanimous vote and the board moved into closed session at 11:23 a.m.

13. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:57 a.m.

14. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:58 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/743450.html > or https://rideuta.com/Board-of-Trustees/Meetingsfor entire content.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

Appendix A
Online Public Comment

From George Chapman:

comments to UTA Board Mar23, Tier 4 locomotives, free fare

Please analyze costs of buying Tier 4 FrontRunner locomotives versus electrifying FrontRunner.

Based on California's recent problems electrifying commuter rail (Utah is much more complicated), it makes more sense to buy a few $7 million Tier 4 locomotives than spend over $7 billion to electrify FrontRunner.

Free fare February data indicates that free fare has increased ridership the same as a $1 fare would, according to the Booze Allen Hamilton standard -.4 and that would discourage using transit for homeless shelter and drug dealing (that discourage longterm ridership increases).

Free fare does not work due to this area's inability to provide sufficient shelter to homeless since it turns transit into mobile homeless shelters.

Ask UTA Police about their issues with drug dealing and threats on transit.

When free fare was provided, many businesses in Denver & in Florida and other areas ask for a fare to discourage ridership that scares potential customers of these businesses.

Saturday FrontRunner was significantly up in February due to families taking advantage of a Disneyland like ride. It was a good will generating effort that should lead to higher ridership (and should be evaluated for maybe once a month) but weekday free fare fills parking lots and the best studies indicate that discourages ridership.

Free fare works in college towns like Provo and Austin.

FrontRunner will not solve the Point of the Mountain bottleneck since, even with increased ridership, it allows and encourages more drivers to drive further to buy a more affordable home, further out (induced demand).

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Cherryl Beveridge, Acting Chief Operating Officer
PRESENTER(S):	Cherryl Beveridge, Acting Chief Operating Officer

TITLE:

Canadian Travel Approval

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Authorize UTA staff (Bruce Cardon, David Hancock, Kyle Stockley, and Bryan Sawyer) to travel to Toronto, Canada to explore the purchase or lease of used bi-level cars for FrontRunner.

BACKGROUND:
There is a potential need to purchase used bi-level commuter rail cars for Front Runner as a replacement for the Comet cars, which have surpassed their expected useful life.

Additionally, UTA FrontRunner is beginning the process of overhauling the bi-level fleet, and within the next two years will require three or more bi-levels to be out of service for extended periods of time for certain aspects of the overhaul process. This will decrease the spare ratio to 6%, which is not sustainable to meet service requirements. It is anticipated UTA will purchase or lease 5 bi-level cars to obtain a 21% spare ratio for the fleet throughout the overhaul process.

Toronto has the largest fleet of bi-level coaches in North America (more than 900) and has indicated they may be able to fulfill our potential needs.

Per Board of Trustees Policy 2.1 Financial Management, the “Board of Trustees will approve work-related international travel for the Authority’s employees in a public meeting.”

DISCUSSION:
To explore the purchase or lease of used bi-level cars in Toronto, UTA staff is requesting approval to travel internationally to Canada. Bruce Cardon, David Hancock, Kyle Stockley, and Bryan Sawyer represent the operations, capital development and engineering functions required to conduct an evaluation of this opportunity to meet a critical need for FrontRunner.

ALTERNATIVES:
Research vehicle alternatives within the United States

FISCAL IMPACT:
Associated travel expenses

ATTACHMENTS:
None

669 West 200 South
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Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Executive Director's Report

- **FrontRunner Service - Removal of Comet Cars**
- **Employee Commendation - Officer Nicole Ravens**
- **Bus Maintenance Roadeo**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nicol Bourdeaux, Chief Planning and Engagement Officer Cherryl Beveridge, Acting Chief Operating Officer
PRESENTER(S):	Nicol Bourdeaux, Chief Planning and Engagement Officer Cherryl Beveridge, Acting Chief Operating Officer Bill Greene, Chief Financial Officer Megan Waters, Community Engagement Manager

TITLE:

Free Fare February Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
In December of 2021 Salt Lake City Mayor Mendenhall approached UTA with the idea of offering free fare for transit riders using local bus. With a goal of the free fare initiative to reduce emissions during typically poor air quality season and honor the legacy of the Salt Lake Olympics. The Board of Trustees passed a resolution that delegated authority to the Executive Director, to declare “Free Fare February” if partners committed to subsidize the loss of revenue for the month of February.

DISCUSSION:
Staff will present the results of Free Fare February as outlined in the ridership final report.

ALTERNATIVES:
Not applicable

FISCAL IMPACT:
TBD

ATTACHMENTS:
None

669 West 200 South
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Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Brad Armstrong, Senior Manager Budget & Financial Analysis

TITLE:

Financial Report - February 2022

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The February 2022 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 February 2022 Monthly Financial Statements.

DISCUSSION:
At the April 13, 2022 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.

There will not be a capital budget update at this time. The Service Delivery team is currently updating the 2021 Capital program budget carryforward estimates and revising the 2022 project expenditure plans. The Manager of Capital Assets and Project Controls will provide a capital program report detailing program delivery results through March 2022 in May 2022.

ALTERNATIVES:
N/A

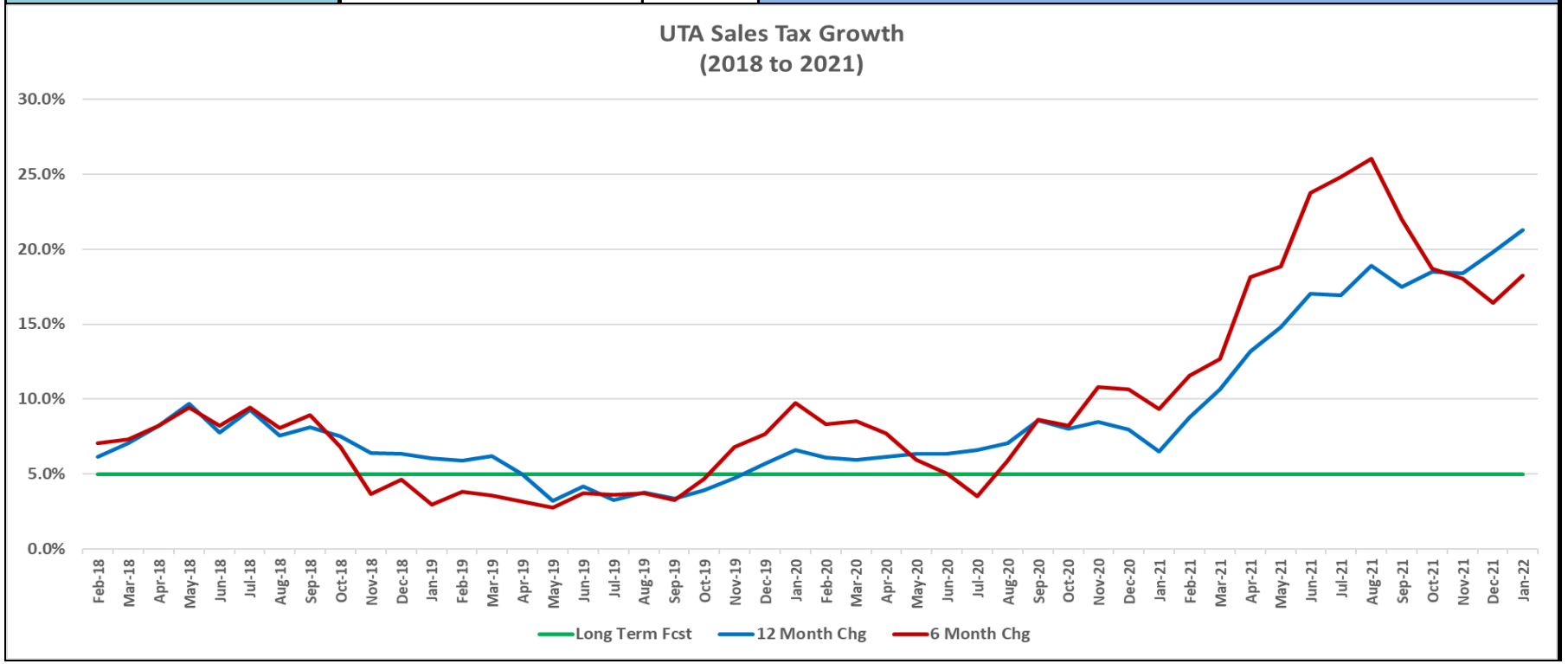
FISCAL IMPACT:
N/A

ATTACHMENTS:
Board Financial Dashboard

February 2022 Financial Statements

UTA Board Dashboard February 2022

Financial Metrics	Feb Actual	Feb Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Jan '22 mm $)	$ 33.6	$ 28.3	$ 5.28	18.6%	$ 33.6	$ 28.3	$ 5.28	18.6%
Fare Revenue (mm)	$ 1.8	$ 2.8	$ (1.02)	-36.0%	$ 4.3	$ 5.7	$ (1.35)	-23.7%
Operating Exp (mm)	$ 24.8	$ 29.0	4.22	14.6%	$ 49.5	$ 59.5	$ 10.04	16.9%
Subsidy Per Rider (SPR)	$ 8.88	$ 13.25	$ 4.37	33.0%	$ 9.49	$ 13.25	$ 3.76	28.4%
UTA Diesel Price ($/gal)	$ 3.16	$ 2.75	$ (0.41)	-15.1%	$ 2.84	$ 2.75	$ (0.09)	-3.3%
Operating Metrics	**Feb Actual**	**Feb-21**	**F/ (UF)**	**%**	**YTD Actual**	**YTD 2021**	**F/ (UF)**	**%**
Ridership (mm)	2.58	1.61	1.0	60.6%	4.75	3.21	1.5	48.1%
Alternative Fuels	**CNG Price** (Diesel Gal Equiv)		$ 1.65					



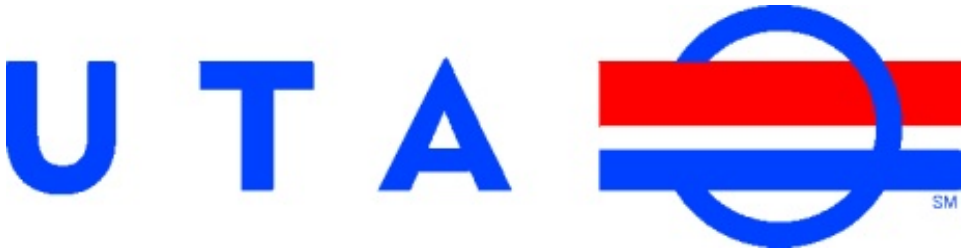
UTAH TRANSIT AUTHORITY

Utah Transit Authority

Financial Statement

(Unaudited)

February 28, 2022



KEY ITEM REPORT
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-1

		2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE
1	Operating Revenue	$ (4,703,722)	$ (5,893,033)	$ (1,189,311)	-20%
2	Operating Expenses	49,450,600	59,486,450	10,035,850	17%
3	Net Operating Income (Loss)	(44,746,878)	(53,593,417)	8,846,539	17%
4	Capital Revenue	(9,048,683)	(40,473,026)	(31,424,343)	-78%
5	Capital Expenses	19,536,156	53,444,684	33,908,528	63%
6	Net Capital Income (Loss)	(10,487,473)	(12,971,659)	2,484,186	19%
7	Sales Tax	(56,951,891)	(56,952,000)	(109)	0%
8	Other Revenue	(1,817,962)	(500,000)	1,317,962	264%
9	Debt Service	13,354,904	13,659,239	304,335	2%
10	Sale of Assets	(7,999)	-	7,999	
11	Net Non-Operating Income (Loss)	45,422,948	43,792,761	1,630,187	4%
12	Contribution to Cash Balance	$ (9,811,403)	$ (22,772,314)	$ 12,960,912	57%
13	Amortization	652,703			
14	Depreciation	23,096,140			
15	Total Non-cash Items	$ 23,748,843			

STATISTICS

RIDERSHIP

	2021 Actual	February 2022	February 2021	Difference	2022 YTD	2021 YTD	Difference
16	23,961,002	2,582,576	1,605,278	977,297	4,754,670	3,207,703	1,546,967

OPERATING SUBSIDY PER RIDER -

			SPR
17	Net Operating Expense	$	49,450,600
18	Less: Passenger Revenue	-	(4,343,722)
19	Subtotal		45,106,878
20	Divided by: Ridership	÷	4,754,670
21	Subsidy per Rider	$	9.49

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-2

BALANCE SHEET

		2/28/2022	2/28/2021
	CURRENT ASSETS		
1	Cash	$ 19,549,823	$ 13,001,054
2	Investments (Unrestricted)	300,004,913	225,520,027
3	Investments (Restricted)	153,038,007	168,199,177
4	Receivables	72,300,526	68,027,362
5	Receivables - Federal Grants	33,033,542	27,526,986
6	Inventories	32,741,020	34,802,865
7	Prepaid Expenses	1,356,903	1,699,841
8	TOTAL CURRENT ASSETS	$ 612,024,734	$ 538,777,312
9	Property, Plant & Equipment (Net)	2,926,591,129	2,919,967,128
10	Other Assets	145,807,828	152,888,093
11	TOTAL ASSETS	$ 3,684,423,691	$ 3,611,632,533
12	Current Liabilities	$ 75,759,054	$ 74,330,501
14	Net Pension Liability	96,783,597	103,864,839
15	Outstanding Debt	2,411,825,457	2,450,830,241
16	Net Investment in Capital Assets	724,642,839	703,271,501
17	Restricted Net Position	49,158,903	79,562,387
18	Unrestricted Net Position	326,253,841	199,773,064
19	TOTAL LIABILITIES & EQUITY	$ 3,684,423,691	$ 3,611,632,533

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

	RESTRICTED RESERVES		
20	Debt Service Reserves	$ 3,245	$ 67,302
21	2010/2015 Bond DSR Proceeds	339	7,585,223
22	2018 Bond Proceeds	9,175,733	15,799,574
23	2019 Bond Proceeds	60,267,735	66,137,603
24	Debt Service Interest Payable	39,940,804	38,804,532
25	Risk Contingency Fund	8,045,886	8,023,668
26	Catastrophic Risk Reserve Fund	1,100,912	
27	Box Elder County ROW (sales tax)	1,738,427	7,386,258
28	Joint Insurance Trust	-	10,345,251
29	Davis County Escrow	8	753,992
30	SL County Escrow	299,924	60,918
31	Amounts held in escrow	32,464,994	13,234,856
32	TOTAL RESTRICTED RESERVES	$ 153,038,007	$ 168,199,177
	DESIGNATED GENERAL AND CAPITAL RESERVES		
33	General Reserves	65,368,000	$ 58,778,000
34	Service Sustainability Reserves	10,895,000	9,796,000
35	Capital Reserve	45,616,000	44,338,000
36	Debt Reduction Reserve	30,000,000	30,000,000
37	TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	$ 151,879,000	$ 142,912,000
38	TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	$ 304,917,007	$ 311,111,177

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-3

REVENUE & EXPENSES

		ACTUAL Feb-22	ACTUAL Feb-21	YTD 2022	YTD 2021
	OPERATING REVENUE				
1	Passenger Revenue	$ (1,824,105)	$ (2,385,422)	$ (4,343,722)	$ (5,079,507)
2	Advertising Revenue	(180,000)	(90,030)	(360,000)	(183,553)
3	TOTAL OPERATING REVENUE	$ (2,004,105)	$ (2,475,452)	$ (4,703,722)	$ (5,263,060)
	OPERATING EXPENSE				
4	Bus Service	$ 8,778,921	$ 6,321,915	$ 17,959,797	$ 14,931,476
5	Commuter Rail	1,690,457	1,288,370	3,232,890	3,102,949
6	Light Rail	3,110,051	2,685,614	6,200,444	5,350,485
7	Maintenance of Way	1,312,903	1,199,899	3,046,199	3,329,925
8	Paratransit Service	2,041,811	1,502,945	3,772,256	3,233,312
9	RideShare/Van Pool Services	201,608	261,432	297,718	458,897
10	Microtransit	380,821	121,034	815,183	-
11	Operations Support	4,314,739	3,002,387	8,616,558	6,983,537
12	Administration	2,447,414	2,059,700	4,371,089	4,148,502
13	Planning/Capital Development/Real Estate	489,478	200,311	1,138,466	585,395
14	Non-Departmental	-	-	-	-
15	TOTAL OPERATING EXPENSE	$ 24,768,203	$ 18,643,607	$ 49,450,600	$ 42,124,478
16	NET OPERATING (INCOME) LOSS	$ 22,764,098	$ 16,168,155	$ 44,746,878	$ 36,861,418
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	(24,696)	(121,999)	(113,902)	(50,367)
18	Sales Tax Revenue[1]	(28,097,503)	(24,730,438)	(56,951,891)	(51,443,697)
19	Other Revenue	(769,625)	(704,831)	(1,704,060)	(1,223,659)
20	Fed Operations/Preventative Maint. Revenue	-	(12,742,850)	-	(28,217,475)
21	Bond Interest	6,537,638	7,371,254	13,075,276	14,742,508
22	Bond Interest UTCT	152,433	162,410	304,867	324,820
23	Bond Cost of Issuance/Fees	-	-	-	-
24	Lease Interest	139,201	89,239	279,628	211,099
25	Sale of Assets	-	16,391	(7,999)	6,265
26	TOTAL NON-OPERATING EXPENSE	$ (22,062,552)	$ (30,660,824)	$ (45,118,081)	$ (65,650,506)
27	CONTRIBUTION TO RESERVES	$ (701,546)	$ 14,492,669	$ 371,203	$ 28,789,088
	OTHER EXPENSES (NON-CASH)				
27	Bond Premium/Discount Amortization	121,632	(365,023)	243,265	(742,811)
28	Bond Refunding Cost Amortization	137,093	293,694	274,186	587,388
29	Future Revenue Cost Amortization	67,576	67,876	135,252	135,452
30	Depreciation	(8,600,330)	16,640,589	23,096,140	23,242,119
31	NET OTHER EXPENSES (NON-CASH)	$ (8,274,029)	$ 16,637,136	$ 23,748,843	$ 23,222,148

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

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-4

CURRENT MONTH

		ACTUAL Feb-22	BUDGET Feb-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (1,824,105)	$ (2,848,073)	$ (1,023,968)	-36%
2	Advertising Revenue	(180,000)	(100,000)	80,000	80%
3	TOTAL OPERATING REVENUE	$ (2,004,105)	$ (2,948,073)	$ (943,968)	-32%
	OPERATING EXPENSE				
4	Bus Service	$ 8,778,921	$ 9,814,635	$ 1,035,714	11%
5	Commuter Rail	1,690,457	2,108,334	417,877	20%
6	Light Rail	3,110,051	3,489,933	379,882	11%
7	Maintenance of Way	1,312,903	1,699,985	387,082	23%
8	Paratransit Service	2,041,811	2,139,811	98,000	5%
9	RideShare/Van Pool Services	201,608	316,255	114,647	36%
10	Microtransit	380,821	454,405	73,584	16%
11	Operations Support	4,314,739	4,817,317	502,578	10%
12	Administration	2,447,414	3,407,418	960,004	28%
13	Planning/Capital Development/Real Estate	489,478	740,220	250,742	34%
14	Non-Departmental	-	-	-	
15	TOTAL OPERATING EXPENSE	$ 24,768,203	$ 28,988,313	$ 4,220,110	15%
16	NET OPERATING (INCOME) LOSS	$ 22,764,098	$ 26,040,240	$ 3,276,142	-13%
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	$ (24,696)	$ (250,000)	$ (225,304)	-90%
18	Sales Tax Revenue	(28,097,503)	(28,098,000)	(497)	0%
19	Other Revenue	(769,625)	(850,000)	(80,375)	-9%
20	Fed Operations/Preventative Maint. Revenue	-		-	
21	Bond Interest	6,537,638	6,537,638	-	0%
22	Bond Interest UTCT	152,433	152,434	1	0%
23	Bond Cost of Issuance/Fees	-	-	-	
24	Lease Interest	139,201	139,081	(120)	0%
25	Sale of Assets	-	-	-	
26	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (22,062,552)	$ (22,368,847)	$ (306,295)	-1%
27	CONTRIBUTION TO RESERVES	$ (701,546)	$ (3,671,393)		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL Feb-22	BUDGET Feb-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	$ 186,541	$ 214,741	$ 28,200	13%
2	Executive Director	322,399	712,256	389,857	55%
3	Chief Planning and Engagement Officer	781,255	1,047,893	266,638	25%
4	Chief Finance Officer	974,397	1,199,634	225,237	19%
5	Chief Operating Officer	19,912,889	22,583,037	2,670,148	12%
6	Chief People Officer	646,328	851,671	205,343	24%
7	Chief Development Officer	430,743	643,330	212,587	33%
8	Chief Enterprise Strategy Officer	1,513,651	1,735,751	222,100	13%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	$ 24,768,203	$ 28,988,313	$ 4,220,110	15%

YEAR TO DATE

		ACTUAL Feb-22	BUDGET Feb-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
1	Board of Trustees	$ 360,913	$ 429,482	$ 68,569	16%
2	Executive Director	891,322	1,420,839	529,517	37%
3	Chief Planning and Engagement Officer	1,629,984	2,159,768	529,784	25%
4	Chief Finance Officer	1,966,131	2,402,312	436,181	18%
5	Chief Operating Officer	39,706,309	45,684,000	5,977,691	13%
6	Chief People Officer	1,190,460	2,141,544	951,084	44%
7	Chief Devlopment Officer	1,018,564	1,287,298	268,734	21%
8	Chief Enterprise Strategy Officer	2,686,917	3,961,207	1,274,290	32%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	$ 49,450,600	$ 59,486,450	$ 10,035,850	17%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-5

YEAR TO DATE

		ACTUAL Feb-21	BUDGET Feb-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE				
1	Passenger Revenue	$ (4,343,722)	$ (5,693,033)	$ (1,349,311)	-24%
2	Advertising Revenue	(360,000)	(200,000)	160,000	80%
3	TOTAL OPERATING REVENUE	$ (4,703,722)	$ (5,893,033)	$ (1,189,311)	-20%
	OPERATING EXPENSE				
4	Bus Service	$ 17,959,797	$ 19,894,066	$ 1,934,269	10%
5	Commuter Rail	3,232,890	4,288,303	1,055,413	25%
6	Light Rail	6,200,444	7,017,773	817,329	12%
7	Maintenance of Way	3,046,199	3,382,622	336,423	10%
8	Paratransit Service	3,772,256	4,330,531	558,275	13%
9	RideShare/Van Pool Services	297,718	632,590	334,872	53%
10	Microtransit	815,183	921,099	105,916	11%
11	Operations Support	8,616,558	10,144,587	1,528,029	15%
12	Administration	4,371,089	7,402,801	3,031,712	41%
13	Planning/Capital Development/Real Estate	1,138,466	1,472,078	333,612	23%
14	Non-Departmental	-	-	-	
15	TOTAL OPERATING EXPENSE	$ 49,450,600	$ 59,486,450	$ 10,035,850	17%
16	NET OPERATING (INCOME) LOSS	$ 44,746,878	$ 53,593,417	$ 8,846,539	17%
	NON-OPERATING EXPENSE (REVENUE)				
17	Investment Revenue	$ (113,902)	$ (500,000)	$ 386,098	-77%
18	Sales Tax Revenue	(56,951,891)	(56,952,000)	109	0%
19	Other Revenue	(1,704,060)	(1,658,000)	(46,060)	3%
20	Fed Operations/Preventative Maint. Revenue	-	-	-	
21	Bond Interest	13,075,276	13,075,276	-	0%
22	Bond Interest UTCT	304,867	304,868	1	0%
23	Bond Cost of Issuance/Fees	-	-	-	
24	Lease Interest	279,628	279,095	(533)	0%
25	Sale of Assets	(7,999)	-	7,999	
26	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (45,118,081)	$ (45,450,761)	$ (332,680)	-1%
27	CONTRIBUTION TO RESERVES	$ (45,118,081)	$ (8,142,656)		

CAPITAL PROJECTS
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-6

		2021 ACTUAL	ANNUAL BUDGET	PERCENT
	EXPENSES			
1	REVENUE AND NON-REVENUE VEHICLES	$ 7,164,071	$ 47,286,015	15.2%
2	INFORMATION TECHNOLOGY	280,935	21,058,786	1.3%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	200,340	5,419,280	3.7%
4	CAPITAL PROJECTS	2,254,243	100,404,126	2.2%
5	AIRPORT STATION RELOCATION	33,583	9,453,807	0.4%
6	STATE OF GOOD REPAIR	2,467,126	37,374,436	6.6%
7	DEPOT DISTRICT	1,801,029	32,400,124	5.6%
8	OGDEN/WEBER STATE BRT	2,804,808	52,580,513	5.3%
9	TIGER	2,530,022	14,691,019	17.2%
10	TOTAL	$ 19,536,156	$ 320,668,106	6.1%
	REVENUES			
11	GRANT	$ 4,847,980	$ 85,192,380	5.7%
12	STATE CONTRIBUTION	-	13,914,417	0.0%
13	LEASES (PAID TO DATE)	3,698,987	51,875,592	7.1%
14	BONDS	332,346	61,439,830	0.5%
15	LOCAL PARTNERS	169,369	30,415,935	0.6%
16	UTA FUNDING	10,487,473	77,829,952	13.5%
17	TOTAL	$ 19,536,156	$ 320,668,106	6.1%

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Feb-22	Feb-21	2022	2021
UTA				
Fully Allocated Costs	24,768,203	18,682,728	49,450,599	42,124,478
Passenger Farebox Revenue	1,824,106	2,385,422	4,343,722	5,079,507
Passengers	2,582,576	1,605,278	4,754,670	3,207,703
Farebox Recovery Ratio	7.4%	12.8%	8.8%	12.1%
Actual Subsidy per Rider	$8.88	$10.15	$9.49	$11.55
BUS SERVICE				
Fully Allocated Costs	12,664,131	9,330,289	25,216,344	21,009,556
Passenger Farebox Revenue	667,860	1,110,499	1,941,690	2,534,719
Passengers	1,320,151	883,386	2,444,157	1,762,138
Farebox Recovery Ratio	5.3%	11.9%	7.7%	12.1%
Actual Subsidy per Rider	$9.09	$9.30	$9.52	$10.48
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,930,466	5,714,441	13,756,962	12,401,536
Passenger Farebox Revenue	445,282	516,248	1,002,799	1,043,836
Passengers	882,237	529,691	1,628,294	1,062,307
Farebox Recovery Ratio	6.4%	9.0%	7.3%	8.4%
Actual Subsidy per Rider	$7.35	$9.81	$7.83	$10.69
COMMUTER RAIL SERVICE				
Fully Allocated Costs	2,231,260	1,682,820	4,853,655	4,476,137
Passenger Farebox Revenue	379,933	381,023	728,860	702,887
Passengers	253,044	113,759	433,366	225,090
Farebox Recovery Ratio	17.0%	22.6%	15.0%	15.7%
Actual Subsidy per Rider	$7.32	$11.44	$9.52	$16.76
MICROTRANSIT				
Fully Allocated Costs	437,334	-	905,274	-
Passenger Farebox Revenue	886	-	10,377	-
Passengers	11,021	-	19,194	-
Farebox Recovery Ratio	0.2%	0.0%	1.1%	0.0%
Actual Subsidy per Rider	$39.60	$0.00	$46.62	$0.00
PARATRANSIT				
Fully Allocated Costs	2,048,332	1,507,167	4,018,886	3,445,226
Passenger Farebox Revenue	231,081	98,055	302,516	252,970
Passengers	59,799	30,370	113,139	60,349
Farebox Recovery Ratio	11.3%	6.5%	7.5%	7.3%
Actual Subsidy per Rider	$30.39	$46.40	$32.85	$52.90
RIDESHARE				
Fully Allocated Costs	456,681	448,011	699,480	792,024
Passenger Farebox Revenue	99,064	279,597	357,479	545,096
Passengers	56,324	48,072	116,520	97,819
Farebox Recovery Ratio	21.7%	62.4%	51.1%	68.8%
Actual Subsidy per Rider	$6.35	$3.50	$2.94	$2.52

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Feb-22	Feb-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	$12,664,131	$9,330,289	$25,216,344	$21,009,556
Light Rail Service	$6,930,466	$5,714,441	$13,756,962	$12,401,536
Commuter Rail Service	$2,231,260	$1,682,820	$4,853,655	$4,476,137
Microtransit	$437,334	$0	$905,274	$0
Paratransit	$2,048,332	$1,507,167	$4,018,886	$3,445,226
Rideshare	$456,681	$448,011	$699,480	$792,024
UTA	$24,768,203	$18,682,728	$49,450,599	$42,124,478
PASSENGER FAREBOX REVENUE				
Bus Service	$667,860	$1,110,499	$1,941,690	$2,534,719
Light Rail Service	$445,282	$516,248	$1,002,799	$1,043,836
Commuter Rail Service	$379,933	$381,023	$728,860	$702,887
Microtransit	$886	$0	$10,377	$0
Paratransit	$231,081	$98,055	$302,516	$252,970
Rideshare	$99,064	$279,597	$357,479	$545,096
UTA	$1,824,106	$2,385,422	$4,343,722	$5,079,507
PASSENGERS				
Bus Service	1,320,151	883,386	2,444,157	1,762,138
Light Rail Service	882,237	529,691	1,628,294	1,062,307
Commuter Rail Service	253,044	113,759	433,366	225,090
Microtransit	11,021	-	19,194	-
Paratransit	59,799	30,370	113,139	60,349
Rideshare	56,324	48,072	116,520	97,819
UTA	2,582,576	1,605,278	4,754,670	3,207,703
FAREBOX RECOVERY RATIO				
Bus Service	5.3%	11.9%	7.7%	12.1%
Light Rail Service	6.4%	9.0%	7.3%	8.4%
Commuter Rail Service	17.0%	22.6%	15.0%	15.7%
Microtransit	0.2%	0.0%	1.1%	0.0%
Paratransit	11.3%	6.5%	7.5%	7.3%
Rideshare	21.7%	62.4%	51.1%	68.8%
UTA	7.4%	12.8%	8.8%	12.1%
ACTUAL SUBSIDY PER RIDER				
Bus Service	$9.09	$9.30	$9.52	$10.48
Light Rail Service	$7.35	$9.81	$7.83	$10.69
Commuter Rail Service	$7.32	$11.44	$9.52	$16.76
Microtransit	$39.60	$0.00	$46.62	$0.00
Paratransit	$30.39	$46.40	$32.85	$52.90
Rideshare	$6.35	$3.50	$2.94	$2.52
UTA	$8.88	$10.15	$9.49	$11.55

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)
As of February 28, 2022

EXHIBIT 1-9

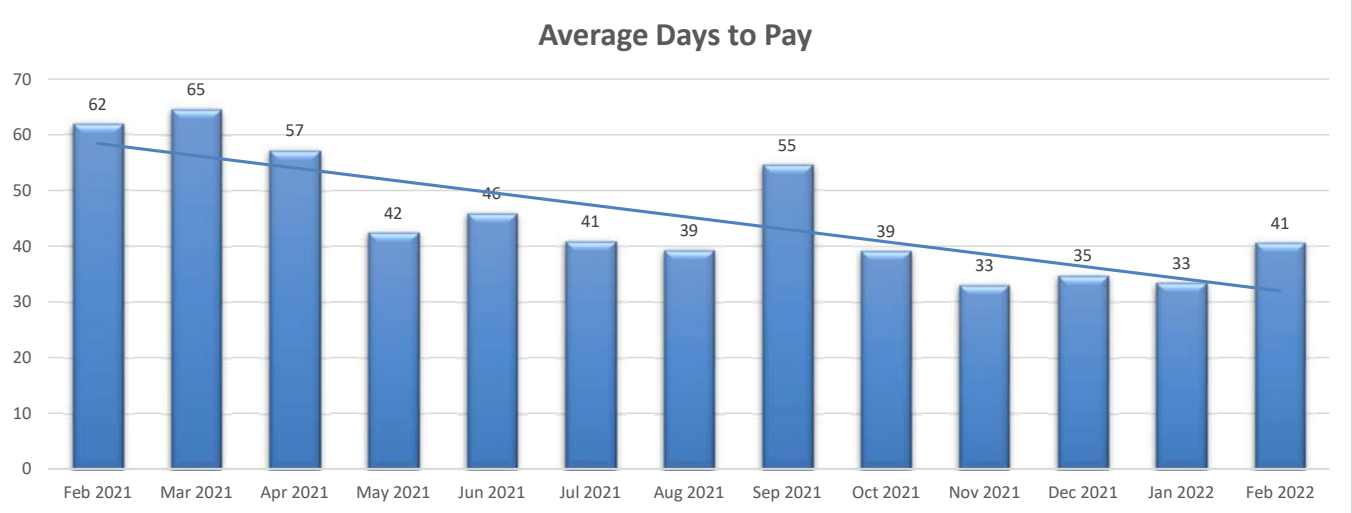
	Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1	Federal Grants Government [1]	$ 33,033,542	$ 33,033,542	-	-	-	-
2	Sales Tax Contributions	56,877,744	28,097,503	$ 28,780,241	-	-	-
3	Warranty Recovery	1,822,760	1,822,760	-	-	-	-
4	Build America Bond Subsidies	2,222,253	740,751	740,751	$ 740,751	-	-
5	Product Sales and Development	8,292,273	5,018,946	179,474	7,495	$ 8,131	$ 3,078,227
6	Pass Sales	(39,022)	75,683	12,273	9,645	1,400	(138,023)
7	Property Management	109,076	8,008	85,793	-	14,021	1,254
8	Vanpool/Rideshare	135,995	86,981	19,386	23,946	(6)	5,688
9	Salt Lake City Agreement	1,207,169	1,207,169	-	-	-	-
10	Planning	6,674	-	-	-	-	6,674
11	Capital Development Agreements	1,665,604	1,404,316	261,288	-	-	-
12	Other	-	-	-	-	-	-
13	Total	$ 105,334,068	$ 71,495,659	$ 30,079,206	$ 781,837	$ 23,546	$ 2,953,820
	Percentage Due by Aging						
14	Federal Grants Government [1]		100.0%	0.0%	0.0%	0.0%	0.0%
15	Sales Tax Contributions		49.4%	50.6%	0.0%	0.0%	0.0%
16	Warranty Recovery		100.0%	0.0%	0.0%	0.0%	0.0%
17	Build America Bond Subsidies		33.3%	33.3%	33.3%	0.0%	0.0%
18	Product Sales and Development		60.5%	2.2%	0.1%	0.1%	37.1%
19	Pass Sales		-193.9%	-31.5%	-24.7%	-3.6%	353.7%
20	Property Management		7.3%	78.7%	0.0%	12.9%	1.1%
21	Vanpool/Rideshare		64.0%	14.3%	17.6%	0.0%	4.2%
22	Salt Lake City Agreement		100.0%	0.0%	0.0%	0.0%	0.0%
23	Planning		0.0%	0.0%	0.0%	0.0%	100.0%
24	Capital Development Agreements		84.3%	15.7%	0.0%	0.0%	0.0%
25	Other						
26	Total		67.9%	28.6%	0.7%	0.0%	2.8%

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

SUMMARY OF APPROVED DISBURSEMENTS OVER $200,000
FROM FEBRUARY 1, 2021 THROUGH FEBRUARY 28, 2021
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description		Contract Date	Vendor	Check #	Date	Check Total
19-3038VW	POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	365395	2/2/2022	240,415.67
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	889685	2/2/2022	234,571.44
R2021-04-02			SIEMENS MOBILITY INC.	889686	2/2/2022	242,523.00
21-3508VW	SIGNAL AND TSP SYSTEM	10/13/2021	UTAH DEPARTMENT OF TRANSPORTATION	889687	2/2/2022	272,090.70
20-03384VW	PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	889688	2/2/2022	562,794.02
18-2398TP	TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	889689	2/2/2022	1,313,845.98
20-3349VW	ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	889690	2/2/2022	2,146,738.41
19-3038VW	POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	365565	2/9/2022	277,173.11
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	889746	2/9/2022	587,887.95
19-03125BM	DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	889747	2/9/2022	1,306,000.73
R2021-04-01			CAMBRIDGE ASSOCIATES, LLC.		2/10/2022	886,741.62
R2021-04-01			UTAH STATE TAX WITHHOLDING		2/10/2022	276,949.35
20-3349VW	ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	889834	2/16/2022	1,315,569.15
19-0312PP	27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	889835	2/16/2022	1,393,571.92
16-1680PP	40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	889836	2/16/2022	1,578,902.39
R2021-04-01			PEHP		2/16/2022	268,614.76
R2021-04-01			SELECT HEALTH		2/16/2022	793,621.00
R2021-04-01			ROCKY MOUNTAIN POWER	365812	2/23/2022	452,889.20
21-3410VW	FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	889905	2/23/2022	213,855.26
20-03384VW	PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	889906	2/23/2022	343,321.27
20-3401VW	FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	889907	2/23/2022	348,089.50
R2021-04-01			CAMBRIDGE ASSOCIATES, LLC.		2/24/2022	898,904.17
R2021-04-01			UTAH STATE TAX WITHHOLDING		2/24/2022	281,086.93



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Contract: SD160 Gearbox Overhaul for Light Rail Overhaul Program (Voith US Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize the Executive Director to execute the contract and associated disbursements with Voith US Inc. in the amount of $2,374,400.

BACKGROUND:
The SD160 gearboxes are scheduled to be overhauled. The Light Rail Overhaul team monitored the condition for the last 5 years. We also communicated with the Light Rail User Group on their findings. During the last analysis, it was determined it was time to start the overhaul process. This also was in line with other agencies' findings.

DISCUSSION:
This Contract between Utah Transit Authority (UTA) and Voith US Inc. is to provide parts, test bench, special tools, troubleshooting, and overhaul procedures for the Voith SZH-495 gearboxes installed on UTA's SD160 Light Rail Vehicles. There are 17 SD160 Light Rail Vehicles. There will be a total of 36 gearboxes overhauled.

This contract will commence upon approval and expire April 30, 2023.

CONTRACT SUMMARY:

Contractor Name: Voith US Inc.

Contract Number:	21-03448
Base Contract Effective Dates:	April 13, 2022 to April 30, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$2,374,400.93
Procurement Method:	RFP best value
Funding Sources:	SGR Capital Project SGR040

ALTERNATIVES:
If we do not overhaul the gearboxes, vehicle failures would negatively impact revenue service.

FISCAL IMPACT:
This budget is included in the 2022-2023 Capital Program under project code: SGR040

ATTACHMENTS:
Contract

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UTA CONTRACT NO. 21-03448

GOODS AND SERVICES SUPPLY AGREEMENT

SD 160 Gearbox Training

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

RECITALS

WHEREAS, on September 7, 2021, UTA received competitive proposals to train maintenance personnel in the troubleshooting, repair, and overhaul of the Voith SZH-495 gearboxes installed on UTA's SD160 Light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in RFP 21-03448 (the "RFP"); and

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

WHEREAS, Voith US Inc. submitted a proposal on September 7, 2021 in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

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

2. **TERM**

   This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in

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accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than April 30, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

    1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
    2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
    3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

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6. **LAWS AND REGULATIONS**

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

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

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.

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

8. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then

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Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

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

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods have been properly designed and manufactured, and (5) the Goods are free of significant defects or unusual problems about

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which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify UTA for any and all third-party claims, suits, judgments and actions to the extent arising out of injury to or death of any third party or damage, loss or destruction of property sustained by any third party (each an "Indemnifiable Event"), but only to the extent such Indemnifiable Event is caused by the intentional misconduct or negligent act or omission of Contractor, its employees or agents, or when such act or omission is the kind for which one is strictly liable. When such Indemnifiable Event is caused by the joint or concurrent negligence or intentional misconduct of Contractor, those for whom Contractor has assumed responsibility, UTA, those for whom UTA is responsible, and a third party, or any combination of the foregoing, Contractor's liability under this section shall be equal to the degree that its negligence or intentional misconduct contributed to the cause of the Indemnifiable Event.

Contractor has the right, with UTA's assistance upon Contractor's request, to conduct settlement negotiations and the defense of any litigation or claim covered by this section. UTA shall provide Contractor with written notice of any such litigation or claim within five (5) days of UTA receiving notice of such litigation or claim. UTA has no right to indemnification if it fails to timely provide notice, such notice requirement being an absolute condition precedent to UTA's right to indemnification. UTA shall not have settlement

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negotiations or act counter to Contractor's interests, including, but not limited to, by making admissions or agreeing to a settlement, without Contractor's written consent, such written consent being an absolute precondition to UTA's right to indemnification for any settlement. If Contractor assumes the defense of any litigation or claim covered by this section, UTA may (a) employ counsel separate from the counsel employed by Contractor and (b) participate in the defense (provided such participation is approved in writing by Contractor), but the expense of such counsel employed by UTA shall be borne exclusively by UTA.

For purposes of this section, "third party" means a person or entity wholly unrelated to UTA or any affiliate thereof, and shall not include any affiliate or assignee of UTA or any other person or entity under the control of or acting in concert with UTA, whether directly or indirectly. All limitations of liability set forth in this Agreement apply to Contractor's obligations under this section. This section sets forth UTA's and any related persons' exclusive rights and remedies, and Contractor's exclusive obligations, with respect to indemnification.

12. **INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form -** Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

3. **Worker's Compensation and Employers' Liability**

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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities

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that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary. Required limit can be achieved via a combination of primary and excess insurance policies.

13. **OTHER INDEMNITIES**

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

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

c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which

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apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

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

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18. ASSIGNMENT OF CONTRACT

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the

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terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

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

a. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
b. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
c. Except to the extent limited by the Contract, pursue other remedies available at law.

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

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the work; or (ii) the time required for the

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Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

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

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit

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initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

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

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

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

27. **CONTRACT ADMINISTRATOR**

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

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28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:	If to Contractor:
Utah Transit Authority ATTN: Jolene Higgins 669 West 200 South Salt Lake City, UT 84101 jhiggins@rideuta.com	Voith USA Inc. Attn: David Castaldi 25 Winship Road York, PA 17406-8419

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley/Nick Manley Voith US Inc.'s Project Manager	Five calendar days
UTA's Director of Asset Management David Hancock /Contractor's Director Rail Sales North America Garrett Goll	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto/Contractor's President Voith Turbo North America Ralf Dreckmann	Five calendar days

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

31. **GOVERNING LAW**

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

32. **SEVERABILITY**

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

33. **AMENDMENTS**

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

34. **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.

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35. **NO THIRD PARTY BENEFICIARIES**

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

36. **ENTIRE AGREEMENT**

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

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. **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.

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

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

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40. **SALES TAX EXEMPT**

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

41. **SURVIVAL**

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

42. **LIMITATION OF LIABILITY**

CONTRACTOR'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, DEVELOPMENT, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS ORDER SHALL IN NO CASE EXCEED THE ORDER PRICE ALLOCABLE TO THE GOODS, OR PART THEREOF, OR SERVICE WHICH GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANYHING IN THIS ORDER TO THE CONTRARY, CONTRACTOR WILL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL OF UTA OR ANY THIRD PARTY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO CONTRACTOR IN ADVANCE OR COULD HAVE BEEN REASONABLY FORSEEN BY CONTRACTOR. THESE EXCLUSIONS OF TYPES OF DAMAGES AND LIMITATION ON THE AMOUNT OF DAMAGES SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY BUT SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OBLIGATON UNDER PARAGRAPH 11 ABOVE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THE ORDER. IF UTA TRANSFERS TITLE TO, OR LEASES THE GOODS SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, UTA SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING CONTRACTOR AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

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

UTAH TRANSIT AUTHORITY:

By_____
Jay Fox
Executive Director

By_____
Mary DeLoretto
Chief Service Development Officer

DocuSigned by:
Mike Bell
361F16F838704A9...
s to Content and Form
_____ 3/15/2022
Mike Bell
Assistant Attorney General

UTA Counsel

Reviewed & Recommended

DocuSigned by:
49657239372242E...
_____ 3/15/2022
Kyle Stockley
Rail Infrastructure Project Manager

UTA Project Code: SGR040

VOITH US INC.:

By DocuSigned by:
Garrett Goll
95CEA3EB844C4AA...
_____ 3/16/2022
Garrett Goll
Director Rail Sales North America

By DocuSigned by:
David Castaldi
DBADA76BAE2B4C6...
_____ 3/16/2022
David Castaldi
Commercial Manager

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Exhibit A

Scope of Work

1.01 System Overview

1.01.01 General

A UTA has in operation 17 SD 160 Siemens light rail vehicles. Each vehicle has two (2) motor trucks, one (1) on each end. Each motor truck contains two axle mounted gear units, arranged along the same axis as the truck frame with the traction motor flanged to the axle gear unit parallel to the axle shaft. An output sleeve-shaft is connected to the axle shaft wedge-packet coupling. The output sleeve-shaft also seats the brake disc suspended from the gearbox.

B The coupling is a non-shifting, torsional rigid component with self-centering toothing that follows the motion of the axle gear unit. The coupling assembly transmits torque from the traction motor via axially connected external toothed gears.

C The SD160 vehicles have been in regular service since 2003.

D UTA is in the process of developing in-house capabilities for overhauling, repairing, and rebuilding the two-stage Voith SZH-495 gearboxes installed on their SD160 vehicles.

E The primary objective of this program is to ensure that UTA has all the necessary parts and materials, equipment, test equipment, tooling, and training for skilled maintenance employees to work on the SZH-495 gearboxes.

1.02 Gearbox Technical Specification

Voith SZH-495 Gearbox Technical Specification	
CHARACTERISTIC	**SPECIFICATION**
TRANSMISSION RATIO:	1: 5.391
MAXIMUM INPUT SPEED:	4550 rpm
MAXIMUM BREAKAWAY TORQUE:	1050.8 ft-lbs. (1426 Nm)
WEIGHT WITH MOTOR AND COUPLING:	1970.9 lbs. (894 kg)
WEIGHT WITHOUT COUPLING AND OIL:	950.2 lbs. (431 kg)
AXLE GEAR UNIT OIL FILL:	Approx. 6.5 quarts (6.1 liters)
APPROVED OIL:	Mobilube SHC 75W-90

Table 1 -Voith SZH-495 Gearbox Technical Specification

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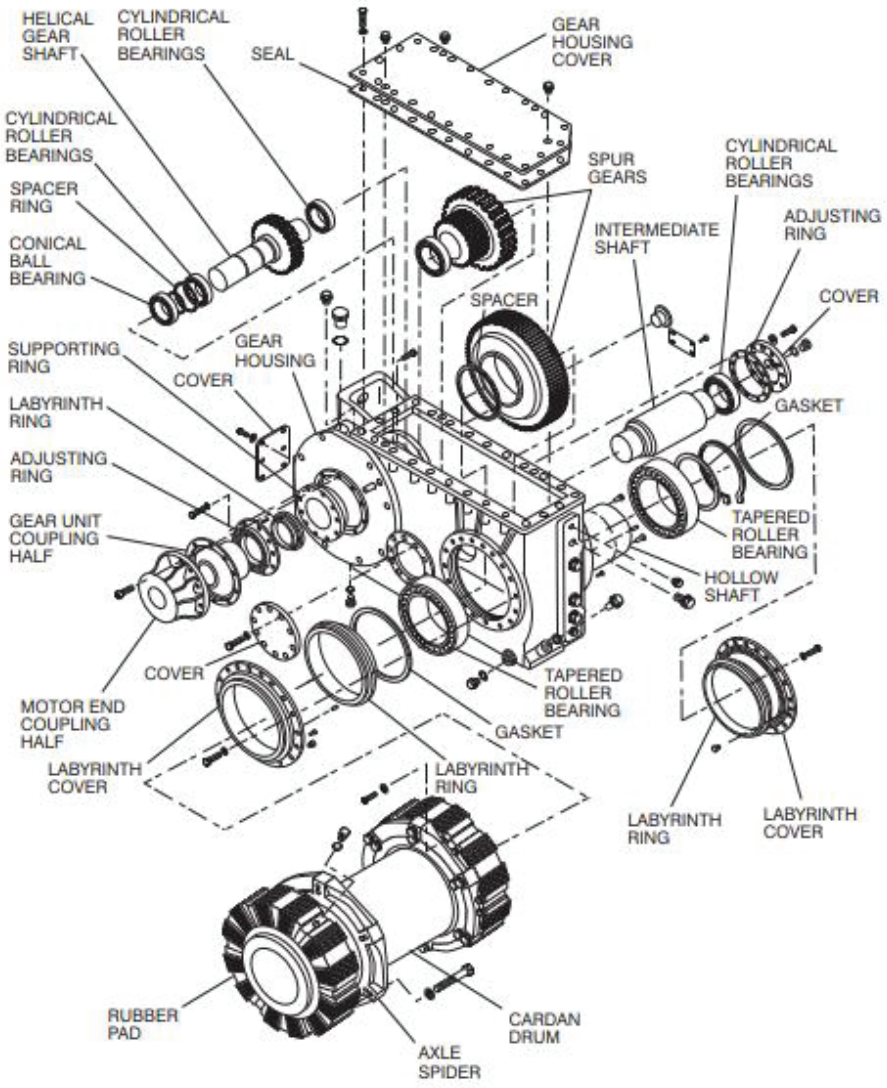


Figure 1 - Axle Gear Unit and Coupling Primary Components

1.03 Overhaul Kits

A The Contractor shall provide all the necessary parts and materials listed in Table 2 required for the overhaul of ninety (90) gearboxes.

B The parts shall be listed individually and organized into kits such that all parts necessary for the overhaul of one (1) gearbox is contained in each kit.

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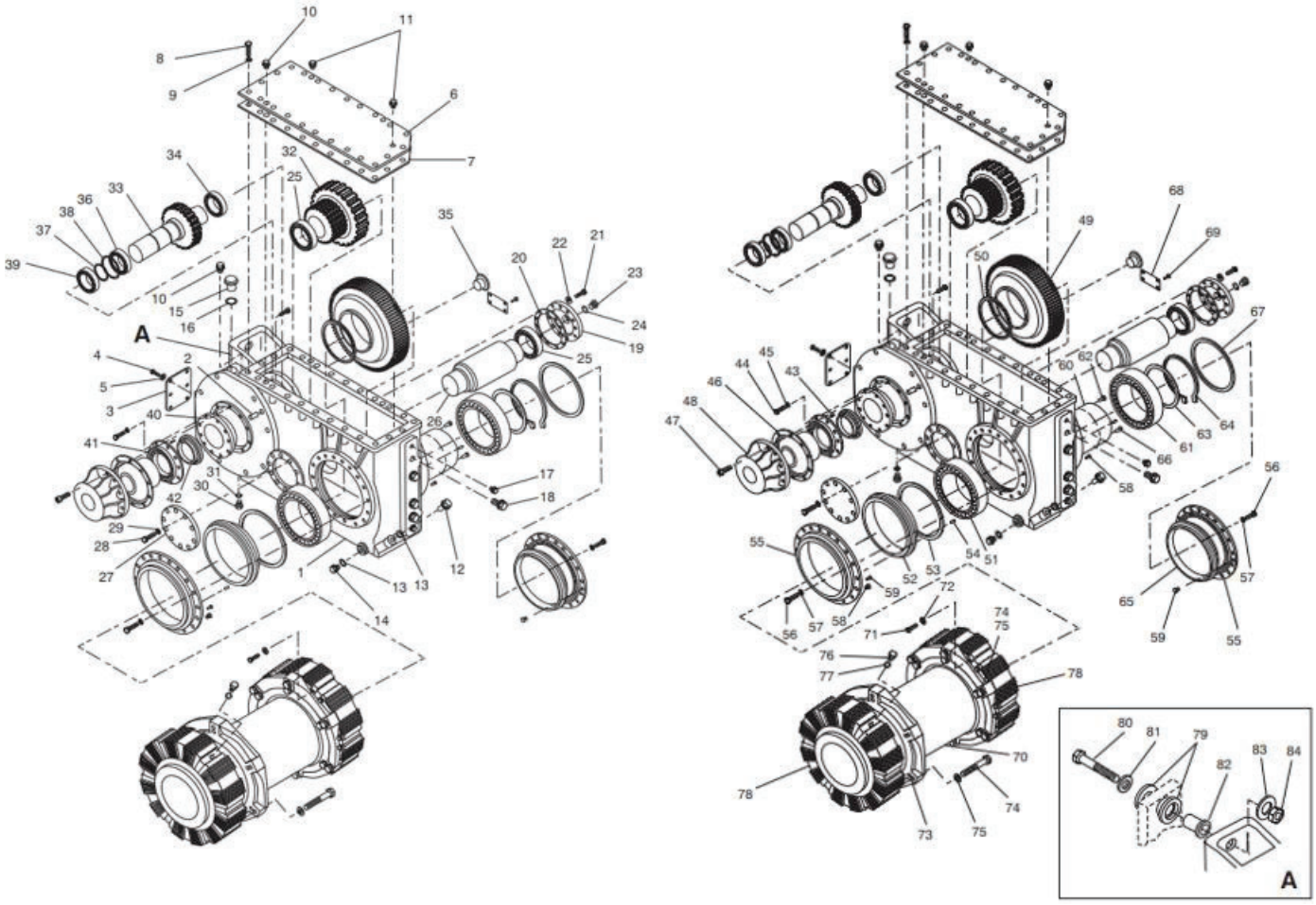


Figure 2 - Axle Gear Unit and Coupling Assembly

Gearbox Parts List Table			
Figure Index Number	**Part Number**	**Description**	**Quantity Per Unit**
2	01.1160.23	PIN, STRAIGHT, A20 X 50, ISO 8734	2
3	32.1953.10	COVER	1
4	01.0000.76	BOLT, HEX HD, M10 X 25, DIN933 ATT PT	6
5	01.0724.15	WASHER, A105, DIN125 ATT PT	6
6	32.1955.10	COVER	1
7	32.1969.10	SEAL, COVER	1
8	01.0065.23	BOLT, HEX HD, M10 X 30, DIN933 ATT PT	24
9	01.0724.15	WASHER, A10.5, DIN125 ATT PT	24
10	91.2051.10	PLUG, GPN700 AM16	2
11	01.0253.13	PLUG, CORE, S10-11	2
12	32.1957.10	DIPSTICK, MAGNETIC	1
13	01.0044.73	RING, SEAL, A36 X 42	2
14	01.0008.04	PLUG, DRAIN, M36 X 1.5, DIN910	1
15	91.2043.10	FILTER, BREATHER	1

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16	01.0044.56	RING, SEAL, A20 X 24	1
17	01.0253.18	PLUG, CORE, S10-19.5	2
18	91.2332.10	PLUG, GPN700 AM24	4
19	32.1965.10	COVER, INTERMEDIATE	1
20	32.1967.10	RING, ADJUSTING, 215/161 X 3	1
21	01.0057.55	BOLT, HEX HD, M10 X 40, DIN933 ATT PT	10
22	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
23	01.0310.51	PLUG, M36 X 1.5, DIN908	1
24	01.0044.73	RING, SEAL, A36 X 42, DIN7603	1
25	01.0931.87	BEADING, ROLLER, NJ315EN.MPA.C3 DIN5417	2
26	32.1963.10	SHAFT, INTERMEDIATE	1
27	32.1966.10	COVER, INTERMEDIATE, MOTOR SIDE	1
28	01.0057.55	BOLT, HEX HD, M10 X 40, DIN933 ATT PT	10
29	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
30	01.0694.61	PLUG, M12 X 1.5, DIN910	1
31	01.0044.43	RING, SEAL, A12 X 16, DIN7603	1
32	32.1964.10	GEAR, SPUR, INTERMEDIATE	1
33	32.1958.10	SHAFT, GEAR, PRIMARY	1
34	01.0902.19	BEARING, ROLLER, NJ215EMPAC3, DIN5412	1
35	01.0758.20	PLUG, BM42 X 1.5	1
36	01.0629.90	BEARING, ROLLER, NU215EN	1
37	32.1599.10	RING, SPACER, 87/75 X 5	1
38	32.1600.10	RING, SPACER, 130/115 X 5	1
39	01.0204.64	BEARING, BALL, QJ215N2	1
40	32.1959.10	RING, SUPPORTING 238/119 X 55	1
41	32.1961.10	COVER, LABYRINTH	1
42	32.1960.10	RING, LABYRINTH, 106/75 X 34	1
43	20.5119.10	PIN, RETAINING, 6 X 11	2
44	01.0057.77	BOLT, HEX HD, M10 X 50, DIN933 ATT PT	10
45	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
46	91.3142.05	COUPLING HALF, GEAR UNIT	1
47	91.3142.09	BOLT SET, COUPLING ATT PT	1
48	91.3142.01	COUPLING HALF, TRACTION MOTOR	1
49	32.1970.10	GEAR, SPUR, 438.8 X 203 X 477.5	1
50	32.1971.10	SPACER, 275/254 X 14	1
51	91.2363.10	BEARING, THREAD ROLLER 543422.E14S	1
52	32.1973.10	RING, LABYRINTH, 298/254.5 X 25	1
53	32.1972.10	GASKET, 326/274.6 X 19	1
54	01.0475.33	PIN, STRAIGHT, 5M6 X 8, DIN7	2
55	32.1974.10	COVER, LABYRINTH	2
56	01.0065.23	BOLT, HEX HD, M10 X 30, DIN933	36
57	01.0724.15	WASHER, A10.5, DIN125	36
58	01.0286.88	PLUG, AM10 X 1	2
59	91.2168.10	PLUG, GPN700 AM10	6
60	32.1968.10	SHAFT, HOLLOW, 460/203 X 477.5	1
61	91.2839.10	BEARING, TAPERED ROLLER	1
62	01.0008.64	PLUG, CORE, S10-13	12
63	32.1977.10	RING, SPACER, 270/250 X 6.5	1
64	32.1982.10	CIRCLIP, 250 X 5	1

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65	32.1976.10	RING, LABYRINTH, 298/249 X 43	1
66	01.0253.16	PLUG, CORE, S10-14.5	3
67	32.1975.10	GASKET, 326/280.6 X 19	1
68	01.0533.55	PLATE, NAME AND RATING	1
69	01.0018.19	PIN, NOTCHED, RIVET HD, A3 X 8 ISO 8746	4
70	32.1978.10	DRUM, CARDAN	1
71	01.0171.22	BOLT, HEX HD, M10 X 35, DIN933	24
72	01.0724.15	WASHER, A10.5, DIN125	24
73	32.1979.10	SPIDER, AXLE	1
74	01.0911.31	BOLT, HEX HD, M18 X 1.5 X 120, ISO 8765	24
75	01.0907.45	WASHER, 19	24
76	01.1099.06	PLUG, G3/8A X 8, DIN910	1
77	01.0080.82	RING, SEAL, A17 X 21, DIN7603	1
78	91.2424.10	PAD, RUBBER	12
79	91.2842.10	SUPPORT	4
80	01.0943.77	BOLT, HEX HD, M30 X 190, ISO 4014	2
81	32.1981.10	DISC, 78/31 X 21	2
82	32.1980.10	BUSH, 80/33 X 105	2
83	01.0717.98	WASHER, A31, DIN125	2
84	01.0010.45	NUT, HEX, M30, DIN934	2

Table 2 - Gearbox Parts List Table

1.04 Gearbox Test Bench

A The Contractor shall provide a Gearbox Test Bench that is able to test both the SD160 Voith SZH-495 and S70 Voith SZH-420 gearbox units.

B The Test Bench shall have load-free function capabilities to perform tightness test for both the SD160 Voith SZH-495 and S70 Voith SZH-420 gearbox units.

C Following completion of the Gearbox Test Bench installation, the Contractor shall test and commission the Test Bench prior to operation.

D All related software and documentation shall be in the English Language and will become property of UTA.

E At any time for a period of two (2) years from the date of installation, the Contractor shall at their own expense promptly repair, replace, and/or re-perform any goods associated with the Gearbox Test Bench that are defected or in any way fail to conform to the contract requirements.

CDRL 1 – Warranty

1.05 Special Tools

A The Contractor shall provide all special tools listed within Table 3 in quantities of three (3).

B All special tools shall become property of UTA after the completion of the training.

Special Tools Parts List Table		
Description	**Part Number**	**Quantity (Each)**
PLATE	128.00034611	1
THURST PLATE	128.00034711	1

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BUSHING	128.00034811	1
THREADED ROD	128.00034911	1
THRUST PLATE	128.00035011	1
SUPPORTING PLATE	128.00108510	1
INTERNAL EXTRACTOR	128.00138210	1
PIPE	128.00376310	1
BUSHING	128.00459510	1
BUSHING	128.00459610	1
SUSPENSION DEVICE	128.00460211	1
MEASURING DEVICE	128.00460410	1
THRUST PLATE	128.00473210	1
THREADED SPINDLE	128.00479010	1
REPAIR TOOL	128.00482410	1
COVER	128.00482810	1
WASHER	128.00487410	1
THRUST BOLT	128.00794110	1
PLATE	128.00970910	1
BUSH	128.00971010	1
STRIP	128.00971110	2
PULL-OFF BUSH	128.00971210	1
PULL-OFF BUSH	128.00971510	1
LIFTING POINT	190.01074310	1
SCREW, HEX. HEAD CAP	H01.000043	4
HEXAGON BOLT	H01.000054	4
SCREW, HEXAGON	H01.000059	4
WASHER, SEALING, CU	H01.004422	20
WASHER, SEALING, CU	H01.004424	1
SOCKET HEAD SCREW	H01.006760	4
SCREW, HEXAGON	H01.026959	2
BOLT, LIFTING EYE	H01.208684	1
LIFTING EYE BOLT	H91.201710	1
GAUGE, DIAL	H02.001469	2
MAGNETIC STAND	H02.011660	2
GAUGE, DEPTH	H02.017234	1
GAUGE, CALIPER	H02.102685	1
MEASURING BRIDGE	H02.113646	1
NUT, KNURLED	H28.009911	1
THRUST SPINDLE	H28.015921	1
EXTENSION	H28.035922	1
NUT, KNURLED	H28.079211	2
COUNTERSTAY	H28.429610	1
PULL-OFF UNIT	H28.472910	1
PRINTING PRESS	H28.492110	1
FIXING DEVICE	H28.492210	1
PRESSING DEVICE	H28.494210	1
PRESSING DEVICE	H28.494610	1
FLEX ELEMENT	H28.496710	3
SPACER TUBE	H28.540710	1
PRESSING DEVICE	H28.540810	1

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HAND PUMP	H90.133711	1
MULTIPLIER	H90.206011	1
CYLINDER	H90.206110	1

Table 3 - Special Tools Parts List Table

1.06 Training

A The Contractor shall follow the typical training cycle:
- i Identify training needs
- ii Design the training
- iii Deliver the training
- iv Evaluate the success.

1.06.02 Identifying Training Needs

A The Contractor shall assume no prior knowledge of the SZH-495 gearboxes or the required equipment to complete the repair or overhaul using UTA's gearbox shop on the part of UTA personnel. However, the Contractor may assume that maintenance personnel have the skills pertinent to their crafts.

B The Contractor shall assume UTA does not possess any Voith special tools required to perform the work or validate proper operation of the completed work.
- i All special tools shall be provided in quantities of three (3) for this training and will become property of UTA after the completion of the training.

C The Contractor shall provide a list of all commercially available tooling UTA will require for the training. The listing shall include all tooling from hand tools to heavy lifting equipment.

D The Contractor shall review UTA's parts inventory and based on fleet size and training requirements provide a list of any additional parts recommended for the maintenance and repair of the gearboxes over the next fifteen (15) years.

E Space for classroom lectures and overhaul training on the equipment will be furnished by UTA. The Contractor shall enumerate all facilities and equipment, such as projectors, to be furnished.

F The Contractor shall assemble a report outlining all needs for the delivery of the training. The needs shall include personnel, facilities, equipment, parts, and any other needs. Each item shall include party responsible for providing each item. The report shall be submitted for UTA review and approval.

CDRL 2 – Training Needs

1.06.03 Training Design

A The Contractor shall develop a training plan based on established industry training standards and techniques. The training shall be designed to train and educate UTA personnel in:

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i overhaul of the SZH-495 gearboxes
ii repair/rebuild of SZH-495 gearboxes
iii troubleshooting of SZH-495 gearboxes; and
iv operation of the gearbox Test Bench.

B The above shall incorporate training on the use of any machinery, special tools, fixtures, and test equipment required to perform these tasks.

C The training shall be designed to provide instruction on equipment activities including "train the trainer" material. Each class shall be broken into two sections:
i The procedure shall be demonstrated by an instructor; then
ii the trainees shall undertake the same procedure under the trainer's supervision and guidance.

D Conduct of the training shall be supported using training manuals, guides, training aids, student and instructor workbooks, and operator and maintenance manuals.

E The Contractor shall be responsible for developing and delivering all materials necessary to perform the training and to provide UTA personnel the documentation required to work on the SZH-495 gearboxes and to operate the gearbox Test Bench, including but not limited to:
i Formal and informal instruction
ii Presentation materials and slides
iii Mock-ups, and models if required,
iv Equipment manuals and datasheets,
v Drawings and diagrams,
vi Overhaul procedures
vii Repair procedures
viii Test procedures
ix Test report templates
x Troubleshooting guides, and
xi other materials that will help to facilitate the training program.

F Computer-based training elements may be used for specific parts of the training.
i The Contractor shall grant to UTA, an irrevocable, perpetual, royalty-free, nonexclusive license to use all software and other patented, copyrighted, or otherwise protected technology and processes that the Contractor incorporates as part of this Contract.
ii UTA shall provide laptop computers to the Contractor for installation of all software as necessary.

G All materials used in the programs, such as models, manuals, mock-ups, video recordings, drawings, procedures, or other documents, shall be become the property of UTA. UTA shall have unrestricted rights to reproduce, distribute and modify all materials.

H All documentation shall be:

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i Prepared in the English Language
ii Provided in an editable electronic format; and
iii Provided in paper copies in suitable quantities for the size of the training group.

I The documentation, including detailed lesson plans shall be submitted to UTA for review and approval a minimum of 30 calendar days prior to the commencement of training.

CDRL 3 – Training Documentation

1.06.04 Training Delivery

A The Contractor shall provide comprehensive on-site training to UTA maintenance personnel.

B The Contractor shall provide multi-day training classes for one group of up to 15 participants.

C UTA will supply the Contractor with gearboxes for the delivery of the training. After completion of training the gearboxes must pass re-inspection and acceptance test prior to being returned to UTA.

D The Contractor shall be responsible for providing overhaul kits as identified in the CDRL 1 – Identifying Training Needs. Additionally, the Contractor shall provide any parts required by the training for the troubleshooting and repair portions of the training.

E UTA shall have the right to videotape any training sessions. UTA will retain ownership of the video recordings, following a final editing, and will have the right to use video recordings for future training sessions.

F The Contractor shall be responsible for updating any training materials as necessary during the course of instruction and after training is complete to ensure the accuracy of the final deliverables provided to UTA.

1.06.05 Training Assessment

A The Contractor shall develop a methodology for ensuring that each trainee that has completed the training courses has acquired the necessary skills and knowledge to work on the SZH-495 gearboxes without supervision.

B The Contractor shall furnish each trainee that successfully completes the assessment a certificate acknowledging such.

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1.07 Quantities

i UTA may elect to increase or decrease the number of trainer days at the per day bid price after review of CDRL 2, Training Documentation.

1.08 Location

A Unless otherwise advised by UTA, the Contractor shall deliver all training at UTA's Jordan River Facility: 2264 S 900 W, Salt Lake City, 84119

B Unless otherwise advised by UTA, the Contractor shall deliver all gearbox overhaul kits to UTA's Jordan River Facility: 2264 S 900 W, Salt Lake City, 84119

1.09 Schedule

A The training schedule shall be mutually agreed on between the Contractor and UTA, however, unless specifically requested by UTA, all training and deliverables provided as part of this contract shall be completed and in UTA's possession within 180 calendar days from Notice To Proceed.

B All training materials shall be delivered for UTA review and approval a minimum of thirty (30) calendar days prior to the start of the training sessions.

C The Contractor shall provide a project schedule outlining the key project milestones within 14 days of Notice To Proceed.

CDRL 4 – Schedule

1.10 Contract Deliverable Requirements List (CDRL)

CDRL Table		
CDRL #	**Title**	**Reference**
01	Warranty	1.04 E
02	Training Needs	1.06.02 F
03	Training Documentation	1.06.03 I
04	Schedule	1.09 C

Table 2 - CDRL Table

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Exhibit B

Price

Item	Description	Unit of Measure	Unit Price	Quantity	Extended Price
1.	Training Needs and Documentation	Lump Sum	$20,792.00	1	$20,792.00
2.	Trainer Days	Per Day	$3,674.00	6	$22,044.00
3.	*Overhaul Kits	Per Kit	$15,501.00	90	$1,395,090.00
4.	10 sets of kit F required *	Each	$13,166.00	10	$131,660.00
5	Test Bench	Each	$421,000	1	$421,000
6.	Special Tools	Lump Sum	$127,938.31	3	$383,814.93
Total					$2,374,400.93

*This kit contains 10% of miscellaneous parts that may be needed to complete the overhaul. These parts do not always need to be replaced and therefore Voith estimates 10% of these parts to be available. They are very long lead times, so they need to be ordered with all other overhaul parts.

The above is a firm fixed price and will be invoiced after the Goods have been delivered and the Services have been performed.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Hal Johnson, Manager of Project Research and Development

TITLE:

Contract: Task Ordering Agreement for Architectural Consultant Services Pool (FFKR Architects Technical Services, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute a task ordering agreement for Architectural Consultants Service Pool with FFKR Architects Technical Services, Inc.

BACKGROUND:
The UTA Facilities Strategic Plan includes several projects to modify and expand existing buildings owned by UTA. Support from architectural/engineering firms is needed to help prepare for these investments.

UTA issued a Request for Qualifications (RFQu) for the Architectural Consultants Service Pool Contract. The requested services include programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. Three consultants were selected as most qualified to provide the architectural services: AECOM, CRSA, and FFKR.

UTA will now execute a Master Task Ordering Agreement (MTOA) with the selected consultants. Task Orders shall be issued on a fixed labor rate basis. There is funding in this year's budget to support work on the Mt. Ogden Operations Building, JRRSC Building 2, and the future Transit Technical Education Center.

DISCUSSION:
This contract is to approve a Master Task Ordering Agreement (MTOA) with FFKR Architects Technical Services, Inc. to provide programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. FFKR Architects Technical Services, Inc. will execute a Master Task Ordering A greement for a five-year term. Task orders will be issued as needed. Selection is not a guarantee that task orders will be received. The current value of this agreement is zero and will be increased commensurate with the issuance of individual task orders.

The first task order for FFKR is anticipated to be for the design of Jordan River Rail Service Center Building 2, located just south of the light rail service center. This building will be remodeled to accommodate the Maintenance of Way department personnel and supplies. Estimated cost for the task order is between $200K to $500K, depending on final scope details. All task orders will be brought to the board for approval based on contract value approval thresholds established in policy.

CONTRACT SUMMARY:

Contractor Name:	FFKR Architects Technical Services, Inc.
Contract Number:	21-035113VW
Base Contract Effective Dates:	April 13, 2022 to April 1, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$0
Procurement Method:	RFQu
Funding Sources:	Various projects in the 2022 capital budget

ALTERNATIVES:
UTA could decide not to approve a contract with FFKR Architects Technical Services, Inc. This decision would impact UTA's ability to implement needed facility projects to support current and future staff.

FISCAL IMPACT:
The budget for the Architectural Consultants Service Pool Contract is included in various projects in the 2022 Capital Budget. Additional funds may be requested in the future to support other projects.

ATTACHMENTS:
Master Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
21-035113VW Architectural Consultant Services Pool

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 FFKR Architects Technical Services, Inc.("Consultant").

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional consulting services per the Statement of Services contained at Exhibit A.

WHEREAS, On November 5, 2021, UTA issued Request for Qualifications Package Number 21-03511 ("RFQU") encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQU.

WHEREAS, Upon evaluation of the Statement of Qualifications (SOQ) submitted in response to the RFQU, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement 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 MTOA in a professional manner, using

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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 item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task as shown in Exhibit B and Exhibit C and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit C. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract, Exhibit B and Exhibit C. 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.

d. Consultant is not guaranteed to receive any minimum number of task orders.

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

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mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, 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 for a five (5) year period expiring on April 31, 2027, or until all issued task orders have been completed whichever is later. Consultant shall complete all Work as stated in each Task Order issued. 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.

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6. COMPENSATION

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit B. The lump sum or not-to-exceed 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 complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small 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 SOQ including, without limitation, all federal certifications (as applicable);
   3. UTA's RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

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:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

   A. The date, circumstances, and source of the change; and

   B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

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

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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 SOQ) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

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13. KEY PERSONNEL

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

Key Personnel:

Kathy Wheadon – Team Lead/Design Manager

Reza Ahmadi – Workplace Strategist – Emergent Solutions

Jeremy Bringard – PM

Kenneth Wheadon – Lead Architect

Elaine Jones – Interior Designer

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 subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

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

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:**

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

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. <u>INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS</u>

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

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documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

17. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   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

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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 subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, 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

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this

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agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

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

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

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

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

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

F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability

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shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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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:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Consultant's [SECOND LEVEL]	Five calendar days
UTA's {THIRD LEVEL]/Consultant's [THIRD LEVEL]	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

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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: Vick Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant
FFKR Architects.
James B. Lohse, AIA
Senior Principal Architect]
730 Pacific Avenue
Salt Lake City, UT 84104

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

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

30. INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES

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

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant'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 into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

33. FORCE MAJEURE

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

34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

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

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and

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year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By Date:
Mary DeLoretto
Executive Director

By Date:
Jay Fox
Executive Director

FFKR ARCHITECTS

By Date: 3-14-22
Kevin Anthony Mass
President
Federal ID # 87-0410426

Approved as to Content and Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
Date 3/15/2022
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

DocuSigned by:
Hal Johnson
F2AE00C81FBD42D...
Date 3/15/2022
Hal Johnson, Manager Project Research and Development
UTA Project Manager

UTA Project Code 21-035113VW

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Exhibit A – Scope of Work

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFP.

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Exhibit B - Labor Cost Form

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	FFKR	X		Leishman	Mike	Principal-in-Charge	$ 85.47	119%	15%	$ 200.00
2	FFKR	X		Holt	Arrin	Project Manager	$ 55.56	119%	15%	$ 130.00
3	FFKR	X		Holt	Arrin	Design Manager	$ 55.56	119%	15%	$ 130.00
4	FFKR	X		Hoffman	Jessica	Lead Architect	$ 55.56	119%	15%	$ 130.00
5	BHB Structural		X	Goodman	Brett	Lead Structural	$ 67.83	132%	11%	$ 175.00
6	VBFA		X	Joles	Meta	Lead Mechanical	$ 55.00	70%	26%	$ 135.00
7	Envision Engineering		X	Rankovic	Aleksandar	Lead Electrical	$ 63.12	128%	15%	$ 166.00

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Exhibit C – Task Order Form (Sample)

TASK ORDER NO. _____
TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed 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 this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, ____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

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

UTAH TRANSIT AUTHORITY:		CONTRACTOR:	
By: Name Title	Date:	By: Name Title	Date:
By: Name Title	Date:	By: Name Title	Date:
By: Name Title	Date:	Title	

Approved as to Content and Form

Mike Bell, AAG State of Utah
And UTA Legal Counsel Date:

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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Exhibit D - Federal Forms

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer FFKR Architects.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subconsultants, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates -- Name James B. Lohse, AIA

Title Senior Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: FFKR Architects

Address: 730 Pacific Ave. SLC, UT 84104

Signed: James B. Lohse

Title: Senior Principal

Phone Number: 801-521-6186

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Proposer *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ **percent (_____%)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☒ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/SOQ instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

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❑ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: December 9, 2021

Company Name: FFKR Architects

Signature: James B. Lohse

Printed Name: James B. Lohse, AIA

Title: Senior Principal

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $_____ if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Consultant:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: December 9, 2021

Signature: James B. Lohse

Printed Name: James B. Lohse, AIA

Title: Senior Principal

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants that have less than 50 employees or have a contract for less than $50,000 yet more than $10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: James B. Lohse, AIA

(Print name & title)

Solicitation No. 21-03511VW

Name of Project UTA On Call Architectural Services

Location of Workforce Salt Lake City, Utah and Scottsdale, Arizona

Prime Consultant FFKR Architects

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____%. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The _____(Company name), by its _____(Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction Consultants) See attached EEO Statement and Certification.

If the Consultant has 50 or more employees **and** a contract of $50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

James B. Lohse Senior Principal

Signature and Title of Company Official (Consultant)

FFKR ARCHITECTS EEO STATEMENT

FFKR is committed to upholding all state and federal laws regarding Equal Employment Opportunity. The Company's policy is to make all employment decisions without regard to race, color, religion, age (40 and over), sex, pregnancy, gender, sexual orientation, gender identity, disability, national origin, ethnic background, genetic information (including of a family member), military service, citizenship or any other characteristic protected by applicable law. This policy applies to recruitment and placement, promotion, training, transfer, retention, rate of pay and all other details and conditions of employment. In compliance with all applicable state and federal laws, FFKR intends to employ the most qualified individuals without regard to the above factors, and to provide advancement opportunities in a non-discriminatory fashion.

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Company Dashboard

FFKR ARCHITECTS - 2020

SALT LAKE CITY, UT 84104

Back to Company List
Historic Data (Prior EEO-1 Reports)

Company Name: **FFKR ARCHITECTS**

Company ID: **HN00031**

Year: **2020**

Certification Date: **8/20/2021 11:35:38 AM**

Number of Reports Filed: **1**

Certifying Official: **DAVID TUCKER**

Title: **CPA**

✓ Thank you for completing the EEO-1 Component 1 Report for 2020.

Report | Decertify

Save or print a copy of the reports for your records. If after reviewing you find an error, please contact the EEO-1 Component 1 Filer Support Team at FilerSupport@eeocdata.org or 1-855-EEOC-035 (1-855-336-2035) prior to the October 25, 2021 filing deadline.

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 21-03511VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

--OR—

☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

James B. Lohse — December 9, 2021

Signature — Date

Senior Principal

Title

FFKR Architects / James B. Lohse, AIA

Name of Company/Offerer

Rev 5/30/07

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ATTACHMENT C: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

James B. Lohse

Signature of the Bidder or Proposer Authorized Official

James B. Lohse, AIA – Senior Principal

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 87-0410426

December 9, 2021

Date

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, James B. Lohse, AIA – Senior Principal, hereby certifies

(Name and Title of Company Official)

on behalf of FFKR Architects that:

(Name of Company)

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

Executed this 09 day of December, 2021.

By James B. Lohse

(Signature of Authorized Official)

Senior Principal

(Title of Authorized Official)

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date December 09, 2021

Signature James B. Lohse

Title James B. Lohse, AIA – Senior Principal

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONSULTANTS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: FFKR Architects

Firm Address: 730 Pacific Ave.

Salt Lake City, Utah

84104

Status: Non-DBE X DBE ___

Company's Type of Work: Architectural Serivces

Month/Year firm started: Incorporated July / 1984

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

Company Owner(s) Ethnic Background (optional)

___African American	___ Asian	_X_ Male
___Hispanic	___ Native American	_X_ Female
___ Polynesian	_X_ Caucasian	_X_ Other

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	____	$500,000 - $1,000,000	____
$1 Million - $5 Million	____	$5 Million - $10 Million	____
$10 Million - $16.7 Million	____	Above $16.7 Million	X

Name of Solicitation: UTA On Call Architectural Services

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 21-03511VW, Bidder/Proposer: FFKR Architects, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: FFKR Architects

Signed by: James B. Lohse

Title: James B. Lohse – Senior Principal

Date: December 09, 2021

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

EXHIBIT E - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Offeror or Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this purchase order or contract are adhered to by the Consultant and its Subconsultants when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All

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32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.
Fly America - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).
Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance. **Buy America** - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General

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waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

EXCEPTION SPECIFIC TO THIS PROCUREMENT: UTA is seeking Buy America compliant [bids/SOQs] with this [RFP/IFB/RFQ]. However, UTA holds an FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/SOQ] being deemed non-responsive. The requirement for the SOQ to include a completed Buy America Certificate, however, is not waived by this exception.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Consultants.

Charter Service Operations - The consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from UTA to first tier service consultants.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The consultant agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market

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Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the consultant in the case of a subconsultant's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

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(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier consultants to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-consultants.
Seismic Safety - The consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The consultant also agrees to ensure that all work performed under this contract including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The consultant will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third-party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
Flow down Requirements: The Clean Water Act requirements flow down to UTA third party consultants and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
Clean Water - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The consultant agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey consultant as stated in the most current FTA Master Agreement.
Bus Testing - The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: These requirements should not flow down, except to the turnkey consultant as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Consultant agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Consultant agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Consultant shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

(2) Solicitation Specification Requirements: The Consultant shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Consultant shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.
Access to Records - The following access to records requirements apply to this Contract:

(1) The Consultant agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

Non-State Grantees a. Contracts below SAT ($250,000) b. Contracts above $250,000/ Capital Projects	Yes[1] Yes[1]	Those imposed on nonstate Grantee pass thru to Consultant	Yes Yes	Yes Yes	Yes Yes	Yes Yes

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.
Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
Federal Changes - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

DocuSign Envelope ID: EEDE0514-619C-4174-8B08-3FE422000BB2

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.
Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Consultant agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers.
Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
Flow down Requirements: Applies to third party contractors and sub-contractors
(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without

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regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the consultant or any sub-consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing

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Office, Washington, DC 20402. The prime consultant is responsible for the submission of copies of payrolls by all sub-consultants.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or sub-consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section
5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or sub-consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or sub-consultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or sub-consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable

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predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The consultant or sub-consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier sub-consultant with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a consultant and a sub-consultant as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or Consultant who has an interest in the consultant's Consultant is a person or Consultant ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Consultant ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this

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section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
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1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

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[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part
5 40 U.S.C.
3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.
Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
No Obligation by the Federal Government.

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(1) UTA and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.
Flow down Requirements: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.
Flow down Requirements: These requirements flow down to consultants and sub-consultants over $100,000.

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

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of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the consultant setting forth the manner in which the Consultant is in default. The consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

e. Termination for Default (Construction) If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

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1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”
Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
Flow down Requirements: These requirements flow down to consultants and sub-consultants at all levels.
Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The consultant is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or SOQ, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this

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offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party consultant and their contracts at every tier.
Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant, or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Consultant will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135 ii.
   29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii.
   49 U.S.C. § 5325 (k).
   iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-consultants and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Consultant agrees that it will comply with the identified Federal and State of

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California laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Consultant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Consultant agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

4. The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

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Applicability to Contracts: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

Performance During Dispute - Unless otherwise directed by UTA, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

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Flow down Requirements: The Patent and Rights in Data requirements apply to all consultants and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

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(f) Data developed by UTA or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Consultant recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and

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individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Consultant, or a Consultant's sub-consultant, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Consultant(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Consultants are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   iv. The Consultant, and any of its sub-consultants, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Consultant and its sub-consultants) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Consultant and its sub-consultants) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Consultant is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-consultants to make use of these institutions also.
ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
iii. The Consultant is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-consultant Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-consultants. When completing this form, the Consultant must designate DBE sub-consultants by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-consultant, the subconsultant must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
ii. In order for the Consultant to submit a properly executed "Monthly Sub-consultant Payment Report," the Consultant must verify that Sub-consultants DBE certification is current at time of payment.
iii. Certified Consultants can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.
ii. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
    a. Withholding monthly progress payments;
    b. Assessing sanctions;
    c. Liquidated damages; and/or
    d. Disqualifying the Consultant from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

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i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Consultant performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Consultant, to the extent of each subconsultant's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each sub-Consultants share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each subconsultant shares of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE subconsultants.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants. **Drug and Alcohol Testing**: The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or UTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The consultant agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the

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Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Consultant must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Consultant agrees that it:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Consultant also assures that its sub-consultant will:

    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

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2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Hal Johnson, Manager of Project Research and Development

TITLE:

Contract: Task Ordering Agreement for Architectural Consultant Services Pool (CRSA, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute a task ordering agreement for Architectural Consultants Service Pool with CRSA, Inc.

BACKGROUND:
The UTA Facilities Strategic Plan includes several projects to modify and expand existing buildings owned by UTA. Support from architectural/engineering firms is needed to help prepare for these investments.

UTA issued a Request for Qualifications (RFQu) for the Architectural Consultants Service Pool Contract. The requested services include programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. Three consultants were selected as most qualified to provide the architectural services: AECOM, CRSA, and FFKR.

UTA will now execute a Master Task Ordering Agreement (MTOA) with the selected consultants. Task Orders shall be issued on a fixed labor rate basis. There is funding in this year's budget to support work on the Mt. Ogden Operations Building, JRRSC Building 2, and the future Transit Technical Education Center.

DISCUSSION:

This contract is to approve a Master Task Ordering Agreement (MTOA) with CRSA, Inc. to provide programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. CRSA, Inc. will execute a Master Task Ordering Agreement for a five-year term. Task orders will be issued as needed. Selection is not a guarantee that task orders will be received. The current value of this agreement is zero and will be increased commensurate with the issuance of individual task orders.

The first task order for CRSA is anticipated to be for the design of the Transit Technical Education Center located just east of the Jordan River Rail Service Center. This building will be remodeled to accommodate the Bus and Rail training activities that are part of UTA's apprenticeship programs. Estimated cost for the task order is between $200K to $500K, depending on final scope details. All task orders will be brought to the board for approval based on contract value approval thresholds established in policy.

CONTRACT SUMMARY:

Contractor Name:	CRSA, Inc.
Contract Number:	21-035112VW
Base Contract Effective Dates:	April 13, 2022 to April 1, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$0
Procurement Method:	RFQu
Funding Sources:	Various 2022 Capital Project Budgets

ALTERNATIVES:

UTA could decide not to approve a contract with CRSA, Inc. This decision would impact UTA's ability to implement needed facility projects to support current and future staff.

FISCAL IMPACT:

The budget for the Architectural Consultants Service Pool Contract is included in various projects in the 2022 Capital Budget. Additional funds may be requested in the future to support other projects.

ATTACHMENTS:

Master Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES

21-035112VW Architectural Consultant Services Pool

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 CRSA, Inc.("Consultant").

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional consulting services per the Statement of Services contained at Exhibit A.

WHEREAS, On November 5, 2021, UTA issued Request for Qualifications Package Number 21-03511 ("RFQU") encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQU.

WHEREAS, Upon evaluation of the Statement of Qualifications (SOQ) submitted in response to the RFQU, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement 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 MTOA in a professional manner, using

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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 item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task as shown in Exhibit B and Exhibit C and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit C. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit B and Exhibit C. 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.

d. Consultant is not guaranteed to receive any minimum number of task orders.

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

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mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, 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 for a five (5) year period expiring on April 31, 2027, or until all issued task orders have been completed whichever is later. Consultant shall complete all Work as stated in each Task Order issued. 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.

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6. COMPENSATION

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit B. The lump sum or not-to-exceed 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 complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small 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 SOQ including, without limitation, all federal certifications (as applicable);
   3. UTA's RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

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:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

   A. The date, circumstances, and source of the change; and

   B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

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

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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 SOQ) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

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13. KEY PERSONNEL

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

Key Personnel:

Kathy Wheadon – Team Lead/Design Manager

Reza Ahmadi – Workplace Strategist – Emergent Solutions

Jeremy Bringard – PM

Kenneth Wheadon – Lead Architect

Elaine Jones – Interior Designer

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 subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

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

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:**

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

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. <u>INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS</u>

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

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documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

17. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   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

Each Party shall indemnify, hold harmless and defend the other 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

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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, , in whole or in part, by the acts or omissions of the Indemnitor or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Party to conform to federal, state, and local laws and regulations. If an employee of either Party or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against the other Party or another Indemnitee, the Indemnitor'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 the Indemnitor shall not apply to the extent that claims arise out of the negligence of the or the Indemnitees.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

Combined Single Limit (CSL) $1,000,000 (approved by risk 3.14.22)

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

3. Worker's Compensation and Employers' Liability

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

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

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this

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agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

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

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

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

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

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

F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability

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shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

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:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Consultant's [SECOND LEVEL]	Five calendar days
UTA's {THIRD LEVEL]/Consultant's [THIRD LEVEL]	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

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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: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant
CRSA, Inc.
Kathy Wheadon
Team Lead
175 S Main Street Suite 300
Salt Lake City, UT 84111

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

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

29. CONTRACT ADMINISTRATOR

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

30. INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES

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

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant'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 into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

33. FORCE MAJEURE

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

34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

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this contract.

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

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

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

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

UTAH TRANSIT AUTHORITY:

By Date:
Mary DeLoretto
Chief Service Development Officer

By Date:
Jay Fox
Executive Director

CRSA

Roger Hansen
Roger Hansen (Mar 24, 2022 16:29 MDT)

By Date: Mar 24, 2022
Roger Hansen,
President

By: Date: Mar 18, 2022
J Kelly Gillman
Treasurer
Federal ID # 87-0397622

Approved as to Content and Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...

Date 3/25/2022
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

Date
Hal Johnson, Manager Project Research and Development
UTA Project Manager

UTA Project Code 21-035112VW

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Exhibit A – Scope of Work

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFP.

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Exhibit B - Labor Cost Form

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

Personnel			Prime	Sub	Direct Labor Rate	Overhead Rate, Audited (XXX%)	Billable Rate	Profit Percentage (Allowed XX%)	Profit	Cost Plus Fixed Fee Rate	3% Increase for 2022
						209.71%		11.00%			
Classification	Name	Firm				*Calculated Overhead*	*Calculated Rate*		*Calculated Profit*	*Calculated Rate*	*Calculated Rate*
CRSA											
Managing Principal/Vice President	Kathy Wheadon	CRSA	x		$62.00	$130.02	$192.02	11.00%	$21.12	$213.14	$219.54
Senior Architect	Kathy Wheadon	CRSA	x		$62.00	$130.02	$192.02	11.00%	$21.12	$213.14	$219.54
Sr. Project Architect	Jeremy Bringard	CRSA	x		$45.90	$96.26	$142.16	11.00%	$15.64	$157.79	$162.53
Sr. Project Manager	Jeff Baird	CRSA	x		$37.70	$79.06	$116.76	11.00%	$12.84	$129.60	$133.49
Interior Designer	Elaine Jones	CRSA	x		$35.70	$74.87	$110.57	11.00%	$12.16	$122.73	$126.41
Architect	Laura Smith	CRSA	x		$35.80	$75.08	$110.88	11.00%	$12.20	$123.07	$126.76
Visualization Illustrator	Nathan Shaw	CRSA	x		$33.70	$70.67	$104.37	11.00%	$11.48	$115.85	$119.33
Architectural Technician	Andy Szafran	CRSA	x		$26.50	$55.57	$82.07	11.00%	$9.03	$91.10	$93.83
Architectural Associate	Zach Clegg	CRSA	x		$24.20	$50.75	$74.95	11.00%	$8.24	$83.19	$85.69
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Structural Engineer, Principal	*Jonathan Richards*	*Calder Richards*		x	$58.00	$121.63	$179.63	11.00%	$19.76	$199.39	$205.37
Mechancial Engineer, Principal	*Earl Dalton*	*B&D Engineering*		x	$52.70	$110.52	$163.22	11.00%	$17.95	$181.17	$186.61
Electrical Engineer, Principal	*Dave Whitton*	*Envision Engineering*		x	$58.00	$121.63	$179.63	11.00%	$19.76	$199.39	$205.37
Cost Estimator	*Nathan Anzer*	*Parametrix*		x	$53.50	$112.19	$165.69	11.00%	$18.23	$183.92	$189.44
Workplace Strategists	*Reza Ahmadi*	*ESODL*		x	$73.00	$153.09	$226.09	11.00%	$24.87	$250.96	$258.49
Title	*Employee*				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00
Title	Employee				$0.00	$0.00	$0.00	11.00%	$0.00	$0.00	$0.00

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

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Exhibit C – Task Order Form (Sample)

TASK ORDER NO. _____
TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed 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 this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, ____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

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

UTAH TRANSIT AUTHORITY:		CONTRACTOR:	
By: Name Title	Date:	By: Name Title	Date:
By: Name Title	Date:	By: Name Title	Date:
By: Name Title	Date:	Title	

Approved as to Content and Form

Mike Bell, AAG State of Utah
And UTA Legal Counsel Date:

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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Exhibit D – Federal Forms

④ Attachments and Forms

EEO STATEMENT

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer CRSA, Inc.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subconsultants, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates — Name Ben Rogers

Title President

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: CRSA, Inc.

Address: 175 S Main St STE 300, Salt Lake City, UT 84111

Signed:

Title: President

Phone Number: 435-773-2606

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

A-1. DBE PARTICIPATION FORM

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Proposer *will meet or exceed* the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ **percent (_____%)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☒ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/SOQ instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

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☐ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: 12-9-2021

Company Name: CRSA, Inc.

Signature:

Printed Name: Ben Rogers

Title: President

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

C. DEBARMENT CERTIFICATION

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Proposer Authorized Official

Ben Rogers, President

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 87-0397622

12-9-2021

Date

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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D. LOBBYING CERTIFICATION

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Ben Rogers, President, hereby certifies

(Name and Title of Company Official)

on behalf of CRSA that:

(Name of Company)

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

Executed this 9th day of December, 2021.

By _____

(Signature of Authorized Official)

President

(Title of Authorized Official)

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E. CARGO PREFERENCE CERTIFICATION

ATTACHMENT E: CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES –

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date 12-8-2021

Signature 

Title President

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to ANY SUBCONSULTANTS. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: CRSA, Inc.

Firm Address: 175 S Main St STE 300

Salt Lake City, UT 84111

Status: Non-DBE __X__ DBE ____

Company's Type of Work: Architecture / Planning / Interiors

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Company Owner(s) Ethnic Background (optional)

___African American	___Asian	___Male
___Hispanic	___Native American	___Female
___Polynesian	___Caucasian	___Other

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	____	$500,000 - $1,000,000	____
$1 Million - $5 Million	____	$5 Million - $10 Million	____
$10 Million - $16.7 Million	X	Above $16.7 Million	____

Name of Solicitation: Architectural Consultant Services (MTOA)

G. REQUIREMENT FOR WRITTEN SUBCONTRACTS

UTA

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 21-03511VW, Bidder/Proposer: CRSA, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: CRSA, Inc.

Signed by: [signature]

Title: President

Date: 12-9-2021

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

UTA

REQUEST FOR QUALIFICATIONS

Part 5 – Forms

SOQ FORMS AND DECLARATIONS

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

Having examined all the documents, general conditions and instructions, and work scope entitled "Battery Electric Bus - High Powered On-Route Charging Infrastructure Engineering Services ", dated 5th - November, 2021 the undersigned requests consideration to furnish the services required by said documents exclusive of all Federal excise taxes, local sales and use taxes for the sum as mutually agreed to in the final contract documents.

A. ADDENDA

The undersigned bidder/proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date November 11, 2021 Addendum No.____ Date_____

Addendum No.____ Date_____ Addendum No.____ Date_____

Failure to acknowledge receipt of all addenda may cause the bid/SOQ to be rejected as non-responsive.

b. Disclosure of Organizational Conflicts of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advice to UTA; a Proposer's objectivity in performing the work identified in this RFQU is or might be otherwise impaired; or a Proposer has an unfair competitive advantage. If a Proposer believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its SOQ, and describe the measures taken by the Proposer to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Proposer, or may be mitigated by taking further measures. By signing the Declaration contained below, Proposer certifies that it is unaware, to the best of its knowledge and belief, of any organizational conflict of interest.

c. No Collusion

d. By submitting a SOQ, the Proposer represents and warrants that its SOQ is genuine and not a sham, and that the Proposer has not colluded with any other parties regarding this procurement process.

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If UTA learns that the SOQ is not genuine, or that the Proposer did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law

e. E-VERIFY

Each Proposer and each person signing on behalf of any Proposer certifies as to its own entity, under penalty of perjury, that the named Proposer has registered and is participating in the Status Verification System to verify the work eligibility status of the Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

Signing the SOQ is deemed the Proposer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Utah Code Ann. § 63G-12-302.

The successful Proposer shall require that the following provision be placed in each subcontract at every tier: "The subconsultant shall certify to the main (prime or general) Consultant by affidavit that the subconsultant has verified through the Status Verification System the employment status of each new employee of the respective subconsultant, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subconsultant to perform the work."

UTA will not consider a SOQ for award, nor will it make any award where there has not been compliance with this Section. Furthermore, non-compliance with this section is a material breach of the Contract.

f. SUBCONRACTOR CAPABILITY

The undersigned bidder/proposer certifies that it and each of its subconsultants possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

f. UTAH ANTIDISCRIMINATION ACT:

Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at https://www.w3.org/TR/WCAG21. To the extent Offeror

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

g. UTAH ANTI-BOYCOTT OF ISRAEL ACT:

Offeror certifies that it is not currently engaged in a boycott of the State of Israel; and agrees not to engage in a boycott of the State of Israel for the duration of this contract.

BID OR SOQ DECLARATION: The Offeror and its agents and representatives whose signature is affixed below certifies, to the best of its knowledge and belief, that it is in full faith and compliance with the declarations and certifications contained in this Part 5 of this RFQU or IFB.

Dated at 11:00am, this 8th day of November, 2021.

Signature of Bidder/Proposer:

If an individual:
doing business as_____.

By_____

If a partnership:

By_____, General Partner

If a corporation:

a C corporation,

By_____, President

Attest: _____
Secretary

Address:

175 S Main St STE 300, Salt Lake City, UT 84111
City, State, Zip Code (or Province and Country)

801-365-5915
Area Code and Telephone Number of Bidder/Proposer

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

I. NON-COLLUSION AFFIDAVIT

ATTACHMENT I

NON-COLLUSION affidavit

I hereby certify that I am (the) (a) E. Benjamin Rogers and duly authorized representative of CRSA, whose address is 175 S Main St , STE 300 Salt Lake City, UT 84111, and that neither I nor the above entity I represent has:

A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Bidder) to solicit or secure this Contract; or

B) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; or

C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Bidder) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out this Contract.

Further, I represent the following:

1) No attempt has been made to induce any Bidder or potential Bidder to refrain from proposing on this Contract;

2) The Bid submitted by the entity I represent is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other entity or person to submit a noncompetitive Bid; and

3) The entity that I represent and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, either foreign or in the United States (US), and have not in the last five years been convicted or found liable for any act prohibited by any state or federal law in any jurisdiction of the US, or the laws of any foreign government, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I acknowledge that this affidavit is furnished to the Utah Transit Authority (UTA) in connection with this Contract in accordance with applicable state and federal laws, both criminal and civil.

(Signature) 12/9/2021 (Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT 9:57 am in Salt Lake City,

THIS 9th DAY OF DECEMBER, 2021.

(SEAL)

BY: (Notary Public)

MINDY LUTHI
Notary Public, State of Utah
Commission # 702057
My Commission Expires On
August 28, 2022

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

EXHIBIT E - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Offeror or Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this purchase order or contract are adhered to by the Consultant and its Subconsultants when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.
Fly America - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).
Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance. **Buy America** - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94).

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Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.
General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.
EXCEPTION SPECIFIC TO THIS PROCUREMENT: UTA is seeking Buy America compliant [bids/SOQs] with this [RFP/IFB/RFQ]. However, UTA holds an FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/SOQ] being deemed non-responsive. The requirement for the SOQ to include a completed Buy America Certificate, however, is not waived by this exception.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Consultants.
Charter Service Operations - The consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The School Bus requirements flow down from UTA to first tier service consultants.
School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.
Cargo Preference - Use of United States-Flag Vessels - The consultant agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the

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consultant in the case of a subconsultant's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

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(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier consultants to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-consultants.
Seismic Safety - The consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The consultant also agrees to ensure that all work performed under this contract including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The consultant will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third-party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
Flow down Requirements: The Clean Water Act requirements flow down to UTA third party consultants and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
Clean Water - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The consultant agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey consultant as stated in the most current FTA Master Agreement.
Bus Testing - The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: These requirements should not flow down, except to the turnkey consultant as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Consultant agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Consultant agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Consultant shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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(2) Solicitation Specification Requirements: The Consultant shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Consultant shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.
Access to Records - The following access to records requirements apply to this Contract:

(1) The Consultant agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Non-State Grantees a. Contracts below SAT ($250,000) b. Contracts above $250,000/ Capital Projects	Yes[1] Yes[1]	Those imposed on nonstate Grantee pass thru to Consultant	Yes Yes	Yes Yes	Yes Yes	Yes Yes

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.
Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
Federal Changes - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.
Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Consultant agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers.
Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
Flow down Requirements: Applies to third party contractors and sub-contractors
(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without

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regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the consultant or any sub-consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing

DocuSign Envelope ID: 2E76DFF7-65FC-47FD-9AFA-DE8B69312238

Office, Washington, DC 20402. The prime consultant is responsible for the submission of copies of payrolls by all sub-consultants.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or sub-consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section
5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or sub-consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or sub-consultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or sub-consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable

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predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The consultant or sub-consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier sub-consultant with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a consultant and a sub-consultant as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or Consultant who has an interest in the consultant's Consultant is a person or Consultant ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Consultant ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this

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section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

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[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part
5 40 U.S.C.
3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq*. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.
Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
No Obligation by the Federal Government.

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(1) UTA and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.
Flow down Requirements: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.
Flow down Requirements: These requirements flow down to consultants and sub-consultants over $100,000.

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

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of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the consultant setting forth the manner in which the Consultant is in default. The consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

e. Termination for Default (Construction) If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

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1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
Flow down Requirements: These requirements flow down to consultants and sub-consultants at all levels.
Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The consultant is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or SOQ, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this

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offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party consultant and their contracts at every tier.
Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant, or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Consultant will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135 ii.
   29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii.
   49 U.S.C. § 5325 (k).
   iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-consultants and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Consultant agrees that it will comply with the identified Federal and State of

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California laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Consultant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Consultant agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

4. The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

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Applicability to Contracts: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

Performance During Dispute - Unless otherwise directed by UTA, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

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Flow down Requirements: The Patent and Rights in Data requirements apply to all consultants and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

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(f) Data developed by UTA or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Consultant recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and

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individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Consultant, or a Consultant's sub-consultant, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Consultant(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Consultants are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   iv. The Consultant, and any of its sub-consultants, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Consultant and its sub-consultants) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Consultant and its sub-consultants) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Consultant is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-consultants to make use of these institutions also.
ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
iii. The Consultant is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-consultant Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-consultants. When completing this form, the Consultant must designate DBE sub-consultants by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-consultant, the subconsultant must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
ii. In order for the Consultant to submit a properly executed "Monthly Sub-consultant Payment Report," the Consultant must verify that Sub-consultants DBE certification is current at time of payment.
iii. Certified Consultants can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.
ii. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
    a. Withholding monthly progress payments;
    b. Assessing sanctions;
    c. Liquidated damages; and/or
    d. Disqualifying the Consultant from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

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i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Consultant performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Consultant, to the extent of each subconsultant's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each sub-Consultants share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each subconsultant shares of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE subconsultants.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants. **Drug and Alcohol Testing**: The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or UTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The consultant agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the

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Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Consultant must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Consultant agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Consultant also assures that its sub-consultant will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

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2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Draft 5 CRSA 21-035112VW Task Ordering Agreement - Professional Services

Final Audit Report 2022-03-24

Created:	2022-03-18
By:	Nikole Moon (contracts@crsa-us.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIWR8Bl6lSc_oloLFHNii77n2H9DNLDLV

"Draft 5 CRSA 21-035112VW Task Ordering Agreement - Professional Services" History

Document created by Nikole Moon (contracts@crsa-us.com)
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2022-03-22 - 0:00:58 AM GMT

Email viewed by Roger Hansen (roger@crsa-us.com)
2022-03-24 - 6:55:02 PM GMT

Document e-signed by Roger Hansen (roger@crsa-us.com)
Signature Date: 2022-03-24 - 10:29:58 PM GMT - Time Source: server

Agreement completed.

2022-03-24 - 10:29:58 PM GMT

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

Change Order: Timekeeping System - Additional Implementation Cost and On-going Maintenance (Kronos Incorporated)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve change order and authorize Executive Director to execute change order and associated disbursements with Kronos Incorporated (UKG) for $198,547.89

BACKGROUND:
Utah Transit authority entered a contract with Kronos (UKG) to implement the time keeping system in late 2019 (approved by the Board of Trustees on October 9, 2019), with implementation beginning early 2020. The original contract was for the bargaining unit maintenance employees, customer service employees, and hourly administrative employees. UTA initially bid the project with 33 timeclocks.

DISCUSSION:
During implementation the decision was made to bring all employees except operators on to Kronos in 2021. Additional functionality with Microsoft Outlook and additional 25 time clocks were added to make it easier for UTA employees to punch in and out. There were also some delays in the “go live” date due to COVID-19 and other factors. All of these changes were in addition to the original contract, creating the need for a change order.

CONTRACT SUMMARY:

Contractor Name:	Kronos Incorporated (UKG)
Contract Number:	19-2956
Base Contract Effective Dates:	11/5/2019 to 2/29/2024
Extended Contract Dates:	N/A
Existing Contract Value:	$487,520.72
Amendment Amount:	$198,547.89
New/Total Amount Contract Value:	$686,068.61
Procurement Method:	RFP
Funding Sources:	Capital budget carryforward and future IT operating budget

ALTERNATIVES:

UTA could cancel the contract with Kronos (UKG) and look for other timekeeping solutions

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FISCAL IMPACT:

Project implementation changes and first year cost will be covered by the capital project, on-going cost will be covered by the IT Operating Budget

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ATTACHMENTS:

Kronos Directed Change Modification One 3 23 22

669 West 200 South
Salt Lake City, Utah 84101
1-888-RIDE-UTA
www.rideuta.com

TO: Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

March 23, 2022

SUBJECT: DIRECTED CHANGE ORDER, UTA Contract # 19-2956

ATTN: David R. Beaver
Director, Public Sector
David.Beaver@kronos.com

Dear Mr. Beaver,

UTA's understanding is that all issues regarding contract Modification One have been resolved to the satisfaction of both Parties. However, for reasons unknown to UTA, Kronos has been unable to formally execute a bilateral modification which is preventing UTA from bringing Kronos payments up to date.

Therefore, UTA has no other alternative but to issue a directed change order to the contract under the Section 16 (Changes). In accordance with the Changes Clause, UTA may issue a directed change. Kronos may subsequently request an equitable adjustment to its contract if UTA's directed change results in additional financial impact to Kronos.

UTA hereby issues the following directed Change Order as Modification One to UTA Contract No. 19-2956.

1. Term: There is no change in the term of the Contract. Extension to the implementation phase was required.

2. Changes to Contract Requirements:

a. The new system originally was planned and scoped to replace the timekeeping processes for hourly employee only. During implementation, the decision was made to move salaried employees from the JDE system into Kronos, simplifying timekeeping at UTA.

- Additional Licenses and configuration
  - Invoice 11635180 $11,766.38
  - Invoice 11661814 $1,294.25
  - Invoice 11687980 $1,303.66
    - Total $14,364.29

b. During testing, it was determined that the number of time clocks estimated in the contract was insufficient and created pinch points in the process. In addition to clocking in and out, the timeclocks serve as a request point for vacation and planned sick leave for employees that do not have access to a computer at work. Additional timeclocks are needed at key locations allowing employees to enter leave requests without creating bottle necks in the process for other employees waiting to clock in and out.

- Additional Timeclocks
  - Invoice 11671816 $14,175.00
  - Invoice 11674775 $10,125.00
  - Invoice 11634905 $27,699.84
  - Invoice 11714077 $16,200.00

Total additional Clocks = $68,199.84

c. It was also discovered that additional Leave of Absence and collective bargaining configuration was needed. Along with a penalty for delaying go-live.

- Additional Configuration
  - Invoice 11755548 $90.00
  - Invoice 11716875 $1,260.00
  - Invoice 11716876 $180.00
  - Invocie 11755549 $1,440.00

Total additional Configuration = $2,970.00

d. Add Workforce Dimension Microsoft Outlook Plugin in accordance with Q59631. This is a monthly charge, December 1, 2020, as follows:

Year 1: December 1, 2020 to February 28, 2021 : 2 mo x $125.00 = $250.00
Year 2: March 1, 2021 to February 28, 2022: 12 mo x $125.00 = $1,500.00
Year 3: March 1, 2022 to February 28, 2023: 12 mo x $125.00 = $1,500.00
Year 4: March 1, 2023 to February 28, 2024: 12 mo x $125.00 = $1,500.00
Year 5: March 1, 2023 to February 29, 2024: 12 mo x $125.00 = $1,500.00

Change Order Amount = $6,250.00

Total 1st year Change order amount = $87,034.13

3. Subsequent years. The total per year contract subsequesnt year cost was $60,630.00. With the changes made for additional licenses and time clocks, and the Outlook plugin the 2nd year invoices total $88,508.44, resulting in a yearly change order of $

2nd – 5th year yearly Change order $27,878.54

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Total 2nd – 5th year total change order $111,513.76

4. Compensation and Fees:
Year 1: Contract Invoices $245,000.72 plus change orders $87,034.13 = Total $332,034.85
Year 2: Contract Invoices $60,630.00 plus change orders $27,878.54 = Total $88,508.44
Year 3: Contract Invoices $60,630.00 plus change orders $27,878.54 = Total $88,508.44
Year 4: Contract Invoices $60,630.00 plus change orders $27,878.54 = Total $88,508.44
Year 5: Contract Invoices $60,630.00 plus change orders $27,878.54 = Total $88,508.44

Total: 5 Year Contract $487,520.72 plus change orders $198,547.89 = $686,068.61

5. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, UTA hereby executes this Modification One effective as of the last date of signature below.

UTAH TRANSIT AUTHORITY

_____ _____
Jay Fox Date
Executive Director

DocuSigned by:
Alisha Garrett
E1DB3579F7C44E4...
3/30/2022
Alisha Garrett Date
Chief Enterprise Strategy Officer

DocuSigned by:
Mike Bell
70E33A415BA44F6...
3/25/2022
Michael Bell Date
Assistant Attorney General

DocuSigned by:
Kyle Brimley
CB9FE5CC1B7E447...
3/25/2022
Kyle Brimley Date
IT Director

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-37 - University S-Curve Replacement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-37 to the on-call infrastructure maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements to replace the S-Curve on the University TRAX line, in the amount of $5,326,888.

BACKGROUND:
On January 27, 2021 the UTA Board of Trustees approved an on-call infrastructure maintenance contract with Stacy and Witbeck for the years 2021-2023 with a possibility to go two additional years at UTA's discretion.

As part of the State of Good Repair program, the S-Curve on the University Trax Line needs to be replaced. Currently the project is in the design, procurement, and material identification stage.

DISCUSSION:
As part of the UTA's transit asset management plan, the S-Curve segment of the University Trax line is in need of replacement. Due to the steep grade and tight radius curves, the rail in this section has corrugated and worn to a point where replacement is needed. We are proposing to replace this section of concrete embedded track with a new direct fixation track section that is easier to maintain and replace in the future.

UTA Staff is requesting approval of task order #22-37 with Stacy and Witbeck, Inc. to replace the S-Curve on

the University Trax Line for a total cost of $5,326,888.00

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-37
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Period of Performance for TO37: Apr 2022-Dec 2022
Existing Contract Value:	$9,458,569
Amendment Amount:	$5,326,888
New/Total Amount Contract Value:	$14,785,457
Procurement Method:	RFP best value modification/on-call contract
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program.

ATTACHMENTS:

1) Task Order

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TASK ORDER NO# 22-37

TASK ORDER NAME: S-Curve Replacement University Line

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-37 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 #22-37 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $5,326,888.00. 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:

By: _____
Jay Fox, Executive Director Date
> $100,000

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

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

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

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen ACA3AB62608B4E2...

Date: 3/22/2022

Stacy and Witbeck

February 4, 2022 On Call Services

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

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

Subject: 22-611 – S-Curve Replacements and New Direct Fixation Slab on Grade

Dear Kyle:

We are pleased to provide pricing to procure and install new rail and direct fixation fasteners on a new slab on grade and remove the existing embedded track slab (track slab only, no infill) from approximate Station 76+50 to 91+00 on both the Westbound and Eastbound tracks on the University LRT Line. SWI anticipates this scope or work will take approximately 3 months of continuous uninterrupted work to complete while maintaining single track operations.

Material lead times especially for the Precurved and Restraining Rail are very tight if we are to meet the Summer 2022 installation window. SWI believes based on current quoted lead times from suppliers, that all materials can be delivered in time to meet the installation window. But, for this to happen, execution of this task order or notice to proceed must be expedited so material orders can be placed. Also, review of shop drawings, must be completed within 5 days of submittal to meet project delivery requirements.

SWI requests UTA to validate the track design of the existing as-built drawings along with the new direct fixation slab on grade including an IFC Design set showing the details and design to be followed. The provided details can be used for a basis of design, but SWI requires UTA to provide final design for construction of this scope of work. Also, please confirm that no Emergency Guardrail needs to be added due to the track changing from Embedded to Direct Fixation.

1958 West North Temple St.
Salt Lake City, UT 84116
t: 801-666-7840 f: 801-432-7489

Exclusions:

- Railroad Flagging, EIC, or Maintainers
- Manual Operation of any Hand Throw Switch Machines during Single Track Operations
- Sales Tax on Permanent Materials
- OCS Power Down and Grounding
- OCS Section Insulators or Disconnects
- Modifications to OCS or Train Signal System
- Insulated Joint Replacements or Track Circuit Replacements
- Removal and replacement of infill concrete
- P.E. Stamped Drawings
- Utility Relocations of any kind
- Design of the new Direct Fixation Slab and Grade and Reinforcing Steel
- Over-Excavation and Grade Stabilization of Existing Soils
- Geometry Car
- In-Line UT Testing
- Rail Grinding
- Stray current controls or mitigation
- Track to Earth Testing
- Design allowances or design progression scope increases beyond Drainage Item.
- Emergency Guardrail

Clarifications:

- Please see detailed list of each bid item below
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- 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.
- New top of rail elevation, track alignment, and superelevation will match the existing as-built design provided by UTA.
- SWI assumes that UTA will isolate and deactivate the OCS System over the work area at no cost to SWI.
- See SWI Provided Layout drawing for assumed scope and project limits.
- Price is valid for 30 days from date submitted due to rail material volatility.

Summary of Costs and Scope for each item:

Bid Item 1000 – Field Engineering & Project Controls - 1.00 LS - Total of $664,868.00 - This bid item includes Stacy and Witbeck field support from field engineers and additional out of town

superintendents to manage construction. This item also includes office manager time for payroll and accounts payable and estimating time. There are also two laydown inspections for the precurved rail and restraining rail included.

Bid Item 2000 – Safety Program & Administration - 1.00 LS - Total of $123,506.00 - This bid item includes cost of safety officer, safety officer pickup and cell phone, and safety supplies and drug tests.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $120,721.00 – This bid item includes the cost of for material testing and inspection along with the cost of the quality control manager, vehicle, and cell phone.

Bid Item 4000 – Permits and Fees – 1 LS – Total $1,282.00 – This bid item includes the cost of fees on Noise Permits, Excavation Permits, and Traffic Control Permits

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total $133,442.00 – This bid item includes the cost to provide traffic control to do lane closures, re-route traffic as needed to complete the work, message boards before and during construction, and regular site maintenance and inspections.

Bid Item 6000 – Key Personnel Travel & Subsistence – 1 LS – Total $136,791.00– This bid item includes cost to provide travel arrangements for key/specialized personnel, as well as subsistence for those personnel for the duration of the work and their wage overscale amount.

Bid Item 7000 – Railroad Protective Liability Insurance – 1 LS – Total $44,407.00– This bid item includes the insurance premium for Stacy and Witbeck to obtain Railroad Protective Liability Insurance for year 2022 on the On-Call Transit Infrastructure Construction, Maintenance and Repair project.

Bid Item 8000 – Survey - 1 LS – Total $43,575.00 – This bid item includes the cost to survey the existing track and provide layout for the new track construction.

Bid Item 10000 – Mobilization – 1 LS – Total $59,335.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site, sanitary facilities, dumpsters, and final project cleanup.

Bid Item 15000 – Procure & Weld Stick Rail- No Precurved – 1,976 TF – Total $227,240.00 – This bid item includes the cost to procure, unload and thermite weld the 115 RE HH 80 FT Sticks of rail that are not precurved. This is all the rail outside the limits of the restraining rail on curves 137 and 239. Also, since all the track outside for curves 137 and 239 are over a 280 FT radius, the gauge will stay constant at 4’ 8 ½”.

Bid Item 16000 – Procure & Weld Precurved Rail and Restraining Rail – 924 TF – Total $317,856.00 – This bid item includes the cost to procure, unload and thermite weld the 115 RE HH Precurved Rail and the procure and unload the restraining rail. This is all the rail for curves 137 and 239 and the restraining rail will now extend 13 feet past the point of tangent to match UTA updated design requirements for the Airport Trax Project. Also, since both curves are under a 280 FT radius, the gauge will widen the 4' 8 ¾" through the body of the curves (SC to CS points) and transition back to standard 4' 8 ½" gauge through the curve's spirals.

Bid Item 20000 – Direct Fixation Plates- Procure & Unload- No Restraining Rail – 1,976 TF – Total $276,640.00 – This bid item includes the cost to procure and unload **E-Clip Direct Rail Fasteners** similar to the Sound Transit Drawings attached. E-Clip Fasteners were selected over UTA's Standard Fastclip Fasteners due to cost, lead time, and there is no restraining rail Fastclip DF Fastener available. SWI has bid the DF Fasteners to include one 1/8" HDPE Shim to be left in place with the Fastener along with two epoxy coated inserts. DF Fasteners outside of curves 137 and 239 will either be spaced at 30" or 27" OC. Due to the steep grades throughout this project, the lowest being 4.4% and the majority of it being at 7% grade, along with the tighter (under 1000 FT radius) curves outside of 137 and 239 all being in compound curves (Eastbound: Curve 138 (389.25 FT Radius), Connects directly to 139 (753.25 FT Radius), which then goes directly to 140 (383.5 FT Radius) & Westbound: Curve 240 (373.75 FT Radius), Connects directly to 241 (737.75 FT Radius), which then goes directly to 242 (368 FT Radius)), SWI has bid all the curves being under 755 FT radius as having DF Fastener Spacing of 27". All Tangent track and curves over 755 FT Radius will have a fastener spacing of 30" OC.

Bid Item 21000 – Direct Fixation Plates- Procure & Unload- Precurved Rail with Restraining Rail – 924 TF – Total $196,812.00 – This bid item includes the cost to procure and unload **E-Clip Direct Rail Fasteners and Restraining Rail Fasteners** similar to the Sound Transit Drawings attached. E-Clip Fasteners were selected over UTA's Standard Fastclip Fasteners due to cost, lead time, and there is no restraining rail Fastclip DF Fastener available. DF Fasteners inside of curves 137 and 239 will be spaced at 24" OC. SWI has bid the DF Fasteners to include one 1/8" HDPE Shim to be left in place with the Fastener along with two epoxy coated inserts.

Bid Item 35000 – Demo Embedded Track – 2,900 TF – Total of $785,900.00 - This bid item includes the removal of all existing embedded track slab and rail from approximately Station 76+50 to 91+00 on both the Westbound and Eastbound tracks. SWI has bid this removal item as the track slab being 16" deep on average based on the as-built details.

Bid Item 55000 – Guideway Excavation – 430 CY – Total of $45,580.00 – This bid item includes cost to excavate under the existing track slab footprint an additional 6" to allow for the new DF Slab on Grade and aggregate base.

Bid Item 60000 – Direct Fixation Slab on Grade – 2,900 TF – Total of $823,600.00 - This bid item includes subgrade preparation, 4" of new aggregate base (572 Tons), supply and installation of epoxy coated rebar (bid at 150#/CY- 96,750# Total), Installation of 1" or ¾"

expansion joints with smooth dowels (100 FT Max. Spacing), concrete placement for Westbound and Eastbound track sections (bid as 9" Thick Slab on Grade- 6000 PSI Concrete with superplasticizer, 645 CY Total), ½" preformed joint filler between retainer curb and existing infill, forming and pouring a 4 inch wide infill retainer curb with epoxy rebar (wet stab #5 rebar dowels on 2 FT centers into slab on grade and then tie a single continuous #4 rebar full length of curb), and cleaning and sealing joints. **Final design is still needed for the slab, but these are the bidding assumptions that SWI has made. Any changes to design and quantities will be delt with once final design is received from UTA.**

Bid Item 61000 – Construct Direct Fixation Track, Poured into Slab on Grade – 1,976 TF – Total of $511,784.00 - This bid item includes the cost to distribute rail, distribute fasteners and OTM, construct the DF Track prior to slab on grade placement, final line and grade the track, and destress and reclip the Direct Fixation Trackwork after the DF Slab on Grade has been placed and cured. SWI has bid the DF Track to be poured into the slab on grade to expedite the installation process and not have to form and pour DF plinths. This will allow the existing top of rail elevation to remain the same, reduce excavation quantity, and keep the shutdown as short as possible. SWI also believes that the slab on grade can be finished with the DF Fasteners in place due to the existing infill being in place and being able to finish the 8 FT wide slab from both sides from the infill. This item has installation all of the DF E-Clip Fasteners at 30" OC.

Bid Item 62000 – Construct DF Track, Precurved with Restraining Rail, Poured into Slab on Grade – 924 TF – Total of $425,040.00 - This bid item includes the cost to distribute precurved rail and restraining rail, distribute fasteners and OTM, construct the DF Track prior to slab on grade placement, final line and grade the track, installation of the restraining rail, and destress and reclip the Direct Fixation Trackwork after the DF Slab on Grade has been placed and cured. SWI has bid the DF Track to be poured into the slab on grade to expedite the installation process and not have to form and pour DF plinths. This will allow the existing top of rail elevation to remain the same, reduce excavation quantity, and keep the shutdown as short as possible. SWI also believes that the slab on grade can be finished with the DF Fasteners in place due to the existing infill being in place and being able to finish the 8 FT wide slab from both sides from the infill. This item has installation of all of the DF E-Clip Fasteners at 24" OC.

Bid Item 70000 - Rail Salvage Credit - 122.00 TONS - Total of $29,646.00 - This bid item includes the credit price for the existing rail that will be removed from the existing curves. Salvage price is based on current scrap pricing from Western Metals Recycling.

Bid Item 100000 - Fee (7.5%) - 1.00 LS - Total of $368,155.00 - This is the agreed to CMGC fee that is part of the new On Call Services Contract on the above bid items.

Bid Item 200000 - Drainage Provisional Sum for Low End - 1.00 PS - Total of $50,000.00 - This provisional sum item will be billed on a time and material basis plus risk, fee, bond, and insurance to construct a new drainage/catch basin system at the new DF slab elevation to collect the runoff coming down the UTA Guideway.

Stacy and Witbeck

The total price for this scope of work is **$5,326,888.00.**

Please contact me with questions or concerns.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple St.
Salt Lake City, UT 84116
t: 801-666-7840 f: 801-432-7489

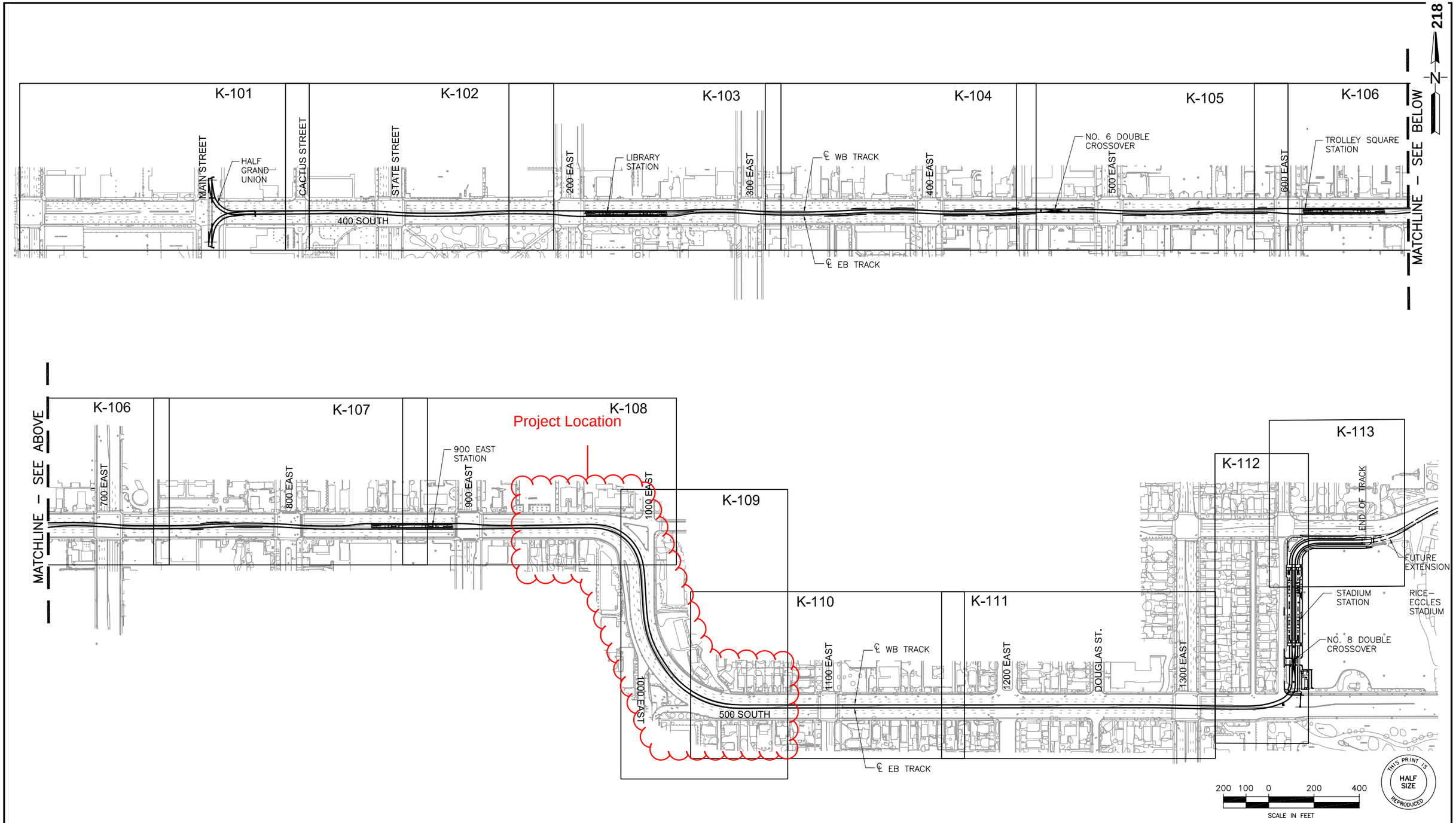
02/02/2022 12:25
22-611-2-R2 S-Curve Replacement- DF SOG R2
*** Moran, Mike, MM **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	664,868.00	664,868.00
2000	Safety Program & Administration	1.000	LS	123,506.00	123,506.00
3000	QC Program & Testing	1.000	LS	120,721.00	120,721.00
4000	Permits & Fees	1.000	LS	1,282.00	1,282.00
5000	Traffic & Pedestrian Control	1.000	LS	133,442.00	133,442.00
6000	Key Personnel Travel & Subsistence	1.000	LS	136,791.00	136,791.00
7000	Railroad Protective Liability Insurance	1.000	LS	44,407.00	44,407.00
8000	Survey	1.000	LS	43,575.00	43,575.00
10000	Mobilization	1.000	LS	59,335.00	59,335.00
15000	Procure & Weld Stick Rail- No Precurved	1,976.000	TF	115.00	227,240.00
16000	Procure & Weld PC & Rest. Rail	924.000	TF	344.00	317,856.00
20000	DF Plates- Procure & Unload- No RR	1,976.000	TF	140.00	276,640.00
21000	DF Plates- Procure & Unload- PC & RR	924.000	TF	213.00	196,812.00
35000	Demo Embedded Track	2,900.000	TF	271.00	785,900.00
55000	Guideway Excavation	430.000	CY	106.00	45,580.00
60000	DF Slab on Grade	2,900.000	TF	284.00	823,600.00
61000	Construct DF Track, Poured into Slab on Grade	1,976.000	TF	259.00	511,784.00
62000	Construct DF Track- PC with RR, Poured into SOG	924.000	TF	460.00	425,040.00
70000	Rail Salvage Credit	122.000	TONS	-243.00	-29,646.00
		Subtotal			$4,908,733.00
100000	Fee (7.5%)	1.000	LS	368,155.00	368,155.00
	Provisional Sums/Allowances				
200000	Drainage Prov. Sum for Low End	1.000	PS	50,000.00	50,000.00
		Bid Total	========>		$5,326,888.00

**Notes:
Items in italics are Non-Additive.


Project Location
7-Eleven
875 E 400 S
Village Inn
Goodly Cookies
Faultline Park
The Queens' Tea
Incline Terrace
Red Rock Pharmacy
Maple Ridge Rehab and Nursing
Anniversary Inn - 5th South
City View Apartments
Hell House
Cleanco Auto Detailing
Blissful Bean
Aztec Home Owners Association
Little Caesars Pizza
Google Earth
400 ft
N
216

UTA University S-Curve Replacement Rail Materials													
Track Takeoff													
									Spacing (Inches OC)	30	27	24	24
Curve	Track	Start	End	Distance	Point	Radius	Super (IN)	Unit	Comment	DF Fast., Non-PC Over 755 FT Radius (30" OC)	DF Fast., Non-PC 300-755 FT Radius (27" OC)	DF Fast., PC, Under 300 FT Radius (24" OC)	DF Fast., Rest. Rail, Under 300 FT Radius (24" OC)
	WB	76+50.00	77+11.33	61.33	RR Start		0	TF		49			
239	WB	77+11.33	77+24.33	13	TS		0	TF	Restraining Rail 13 FT past end/beginning of curve spiral			7	7
239	WB	77+24.33	78+51.62	127.29	SC	206.75	2.25	TF				64	64
239	WB	78+51.62	80+41.56	189.94	CS	206.75	4.5	TF				95	95
239	WB	80+41.56	81+67.41	125.85	ST	206.75	2.25	TF				63	63
239	WB	81+67.41	81+80.41	13	RR End		0	TF	Restraining Rail 13 FT past end/beginning of curve spiral			7	7
	WB	81+80.41	82+49.15	68.74	TS		0	TF		55			
240	WB	82+49.15	83+72.00	122.85	SC	373.75	1.75	TF			109		
240	WB	83+72.00	84+41.48	69.48	CCS	373.75	3.5	TF			62		
240/241	WB	84+41.48	85+09.38	67.9	CSC	555.75	2.5	TF			60		
241	WB	85+09.38	85+56.92	47.54	CCS	737.75	1.5	TF			42		
241/242	WB	85+56.92	86+10.50	53.58	CSC	552.88	2.5	TF			48		
242	WB	86+10.50	88+73.59	263.09	CS	368	3.5	TF			234		
242	WB	88+73.59	89+73.63	100.04	ST	368	1.75	TF			89		
	WB	89+73.63	91+00.00	126.37			0	TF		101			
	EB	76+50.00	77+28.01	78.01	RR Start		0	TF		62			
137	EB	77+28.01	77+41.01	13	TS		0	TF	Restraining Rail 13 FT past end/beginning of curve spiral			7	7
137	EB	77+41.01	78+79.30	138.29	SC	190	2.25	TF				69	69
137	EB	78+79.30	80+30.04	150.74	CS	190	4.5	TF				75	75
137	EB	80+30.04	81+68.45	138.41	ST	190	2.25	TF				69	69
137	EB	81+68.45	81+81.45	13	RR End		0	TF	Restraining Rail 13 FT past end/beginning of curve spiral			7	7
	EB	81+81.45	82+38.27	56.82	TS		0	TF		45			
138	EB	82+38.27	83+72.65	134.38	SC	389.25	1.75	TF			119		
138	EB	83+72.65	84+42.14	69.49	CCS	389.25	3.5	TF			62		
138/139	EB	84+42.14	85+12.16	70.02	CSC	571.25	2.5	TF			62		
139	EB	85+12.16	85+60.06	47.9	CCS	753.25	1.5	TF			43		
139/140	EB	85+60.06	86+15.34	55.28	CSC	568.38	2.5	TF			49		
140	EB	86+15.34	88+93.66	278.32	CS	383.5	3.5	TF			247		
140	EB	88+93.66	89+98.82	105.16	ST	383.5	1.75	TF			93		
	EB	89+98.82	90+71.15	72.33	PC		0	TF		58			
141	EB	90+71.15	91+00.00	28.85		10000	0	TF		23			
				Average Value						394	1321	462	462
115 RE DF Fasteners (E-Clip or Fastclip)- Including 1/8" HDPE Shim- Entire Project													
Total				**2177**				**EA**	**DF Fasteners- Standard**				
Total				**462**				**EA**	**DF Fasteners- Restraining Rail**				
									*** Concrete Inserts to be Epoxy Coated**				
DF Slab on Grade													
TF		**Width**	**Depth**	**Slab Concrete**									
2900		**8**	**0.75**	**645**				**CY**					
				150				**#/CY**	**Epoxy Coated Rebar Pounds per CY Assumed**				
				96750				**LBS**	**Epoxy Coated Rebar Pounds**				
									Assumed Expansion Joints Every 100 FT OC in Slab with 1 inch Smooth Dowels every 1 FT OC.				
									Assumed Retainer Curb on Edge of Slab to hold Infill Aggregate Base & Lock Infill.				



REV	DATE	Description
3		
2		
1		
1	2/28/02	AS–BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REVISION BLOCK

REGISTERED PROFESSIONAL ENGINEER
ANDREW W. SOKOL
4737292-2202
STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of
CH2MHILL
Hatch Mott MacDonald
STV Incorporated
CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

Designed By:	A. SOKOL
Drawn By:	H. BARKHORDARIAN
Checked By:	R. NIERE
Approved By:	G. TAKSALI

KEY MAP

TRACK PLAN AND PROFILE SHEETS

Scale:	AS SHOWN
CADD Filename:	K–003AB
Submittal Date	FEBRUARY 28, 2002
UTA Contract No.:	UT99–05VT–DB WE
Drawing No.:	K–003
Sheet No.:	6

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RAIL, RESTRAINING RAIL, SHOP CURVED RAIL
PREMIUM RAIL

HORIZONTAL ALIGNMENT AND
GENERAL ARRANGEMENTS

SEE DRAWING K-006

SHOP CURVED RAIL
TRACK SLAB TIE SPACING
PREMIUM RAIL

67+25 — 67+96 — 5' — 10'
67+05 — 71+85

77+24 — 81+67 — 5'
77+02

NORTH RAIL
115 RE
WESTBOUND TRACK
115 RE
SOUTH RAIL
NORTH RAIL
115 RE
EASTBOUND TRACK
115 RE
SOUTH RAIL

81+80
~~77+24~~ 77+11
~~81+67~~ RESTRAINING RAIL (TYP.)

Restraining Rail will now extend 13 FT past point of tangent to match UTA's updated design from UTA Airport Trax Project

~~77+41~~ 77+28
~~81+68~~ 81+81

SHOP CURVED RAIL
TRACK SLAB TIE SPACING
PREMIUM RAIL

67+96 — 71+96 — 10'
77+41 — 81+68 — 5'
77+20

Project Limits

WESTBOUND

1800 | 40 | 1.25 | 2.31 | 230
SC = 59+93.59
CS = 60+12.23
PRS = 60+94.23

1813.5 | 40 | 1.25 | 2.29 | 231
SC = 61+74.53
CCS = 61+97.07
CSC = 62+46.95

2513.5 | 40 | 0.5 | 2.05 | 232
CS = 63+76.08
PRS = 64+44.08

800 EAST

1836.5 | 30 | 0.5 | 1.47 | 233
SC = 65+19.08
CS = 65+58.69
SST = 66+21.31

393 | 20 | 1.25 | 2.83 | 234
SS = 66+72.49
PRS = 67+25.49

275 | 15 | 0.5 | 2.78 | 235
SS = 67+60.74
ST = 67+96.00

℄ WB–TRACK

900 EAST STATION

℄ EB–TRACK

24'–6"

1025 | 25 | 0.5 | 1.95 | 236
TS = 71+50.46
SC = 71+80.46

900 EAST

1025 | 25 | 0.5 | 1.95 | 237
CS = 72+36.03
PRS = 72+66.03
SC 72+98.03

10000 | 40 | 0 | 0.64 | 238
CS = 73+59.31
ST = 73+96.32
STA 74+50
PC = 74+93.61
PT = 75+87.48

13'–6"

18" THICK TRACK SLAB
16" THICK TRACK SLAB

206.75 | 20 | 4.5 | 3.26 | 239
TS = 77+24.33
SC = 78+51.62

16'–9"

373.75 | 25 | 3.5 | 3.21 | 240
CS = 80+41.56
ST = 81+67.41

737.75 | 25 | 1.5 | 1.90 | 241
TS = 82+49.15
SC = 83+72.00

368 | 25 | 3.5 | 3.31 | 242
CCS = 84+41.48
CSC = 85+09.38
CCS = 85+56.92
CSC = 86+10.50
CS = 88+73.59
ST = 89+73.63

EASTBOUND

400 SOUTH

1000 EAST

15'–9"

15'–6"

15'–6"

SC = 60+14.47
CS = 60+33.87
PRS = 61+15.87

131 | 2.29 | 1.25 | 40 | 1813.5

SC = 61+95.87
CCS = 62+06.85
CSC = 62+79.88

132 | 2.31 | 1.25 | 40 | 1800

CS = 63+94.32
PRS = 64+64.32

133 | 2.07 | 0.5 | 40 | 2500

SC = 65+39.32
CS = 65+70.22
ST = 66+67.27

134 | 2.97 | 0.5 | 40 | 1850

BEGIN STATION
PLATFORM
68+18.61 EB =
67+98.33 WB

END STATION
PLATFORM
71+73.61 EB =
71+53.33 WB
PC = 72+16.43
PT = 73+16.04

135 | 0.64 | 0 | 40 | 10000

TS = 77+41.01
SC = 78+79.30

137 | 3.94 | 4.5 | 20 | 190

CS = 80+30.04
ST = 81+68.45
TS = 82+38.27

138 | 2.93 | 3.5 | 25 | 389.25

SC = 83+72.65
CCS=84+42.14

139 | 1.83 | 1.5 | 25 | 753.25

CSC = 85+12.16
CCS = 85+60.06
CSC = 86+15.34

140 | 3.04 | 3.5 | 25 | 383.5

CS = 88+93.66

SEE DRAWING K-008

TRACK PROFILE
(EASTBOUND LOW RAIL)

4380 4370 4360 4350 4340 4330 4320

100' V.C.
PVI STA = 61+00
PVI ELEV = 4336.40
2.59%
160.00' VC
PVI STA = 63+00
PVI ELEV = 4341.57
1.39%
140.00' VC
PVI STA = 64+80
PVI ELEV = 4344.07
3.03%
60.00' VC
PVI STA = 67+80
PVI ELEV = 4353.15
2.75%
120.00' VC
PVI STA = 73+00
PVI ELEV = 4367.45

4.40%
240.00' VC
PVI STA = 78+30
PVI ELEV = 4390.75
7.00%
200.00' VC
PVI STA = 82+00
PVI ELEV = 4416.65
6.2%
200.00' VC
PVI STA = 84+50
PVI ELEV = 4432.17
7.00%

4470 4460 4450 4440 4430 4420 4410

60+00 70+00 80+00 90+00

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1	2/28/02	AS-BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

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ANDREW W. SOKOL
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STATE OF UTAH
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CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

Designed By: G. MARAVILLA/R. NIERE
Drawn By: G. MARAVILLA
Checked By: A. SOKOL
Approved By: G. TAKSALI

TRACK CHARTS

STA 60+00 TO STA 90+00

Scale: 1"=100'H, 1"=10'V
CADD Filename: K-007AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-007
Sheet No.: 9

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RAIL, RESTRAINING RAIL, SHOP CURVED RAIL PREMIUM RAIL

HORIZONTAL ALIGNMENT AND GENERAL ARRANGEMENTS

SEE DRAWING K-007

SHOP CURVED RAIL
TRACK SLAB TIE SPACING 10'
PREMIUM RAIL
93+02 94+63 100+63
111+45 114+22 119+40
5' 10'
111+25

NORTH RAIL
115 RE
WESTBOUND TRACK
115 RE
SOUTH RAIL
RESTRAINING RAIL (TYP.)
NORTH RAIL
111+45 114+22
111+80 114+62
115 RE
EASTBOUND TRACK
115 RE
SOUTH RAIL
119+20
119+54

SHOP CURVED RAIL
TRACK SLAB TIE SPACING 10'
PREMIUM RAIL
93+20 94+80 100+80
111+80 114+55 119+79
111+60
5' 10'

WESTBOUND
EASTBOUND
Project Limits
1100 EAST
1200 EAST
1300 EAST
500 SOUTH
℄
13'-6"
14'-2"
NO. 8 P.O.
D. X-OVER
℄ WB-TRACK
℄ EB-TRACK
STADIUM STATION
STADIUM STATION

ST = 89+98.82
PC = 90+71.15
PT = 91+83.91
141 | 0.64 | 0 | 40 | 10000

TS = 106+98.94
SC = 107+60.94
CS = 108+19.86
ST = 108+81.86
TS = 109+49.08
SC = 110+11.08
CS = 110+71.06
ST = 111+33.06
TS = 111+45.12
SC = 112+47.82
CCS = 113+07.73
CSC = 113+51.62
PT = 114+22.01
PS No.8 = 114+23.01
PITO No.8 = 114+43.94
PITO No.8 = 115+56.83
PS No.8 = 115+77.76
TS = 119+39.72
SC = 119+69.72

5000 | 45 | 0.5 | 1.12 | 243
5000 | 45 | 0.5 | 1.12 | 244
300 | 15 | 0.5 | 2.78 | 245
82 | 9 | 0.5 | 3.46 | 246

TS = 107+17.09
SC = 107+79.09
CS = 108+38.01
ST = 109+00.01
TS = 109+67.23
SC=110+29.23
CS=110+89.20
ST = 111+51.20
TS = 111+79.81
SC = 112+70.76
CCS = 113+41.66
CSC = 113+86.54
PT=114+54.91
PS No.8 = 114+67.64
PITO No.8 = 114+88.57
PITO No.8 = 116+00.13
PS No.8 = 116+21.06
TS = 119+78.93

142 | 1.12 | 0.5 | 45 | 5000
143 | 1.12 | 0.5 | 45 | 5000
144 | 2.62 | 0.5 | 15 | 300
145 | 3.46 | 0.5 | 9 | 82

BEGIN STATION PLATFORM 116+39.66 EB = 115+94.76 WB
BEGIN STATION PLATFORM 119+73.66 EB = 119+28.76 WB

SEE DRAWING K-009

TRACK PROFILE
(EASTBOUND LOW RAIL)

4530 4520 4510 4500 4490 4480 4470

180.00' VC
PVI STA = 92+70
PVI ELEV = 4489.55
4.32%
250.00' VC
PVI STA = 96+00
PVI ELEV = 4503.80
7.00%
200.00' VC
PVI STA = 100+65
PVI ELEV = 4536.35
4.26%
100.00' VC
PVI STA = 105+50
PVI ELEV = 4557.01
100.00' VC
PVI STA = 108+00
PVI ELEV = 4567.48
4.19%
3.17%
100.00' VC
PVI STA = 110+00
PVI ELEV = 4573.82
4.12%
80.00' VC
PVI STA = 112+40
PVI ELEV = 4583.71
5.28%
160.00' VC
PVI STA = 113+80
PVI ELEV = 4591.10
2.10%

4610 4600 4590 4580 4570 4560

90+00 100+00 110+00 120+00

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UNIVERSITY LRT LINE

Designed By: G. MARAVILLA/R. NIERE
Drawn By: G. MARAVILLA
Checked By: A. SOKOL
Approved By: G. TAKSALI

TRACK CHARTS

STA 90+00 TO STA 120+00

Scale: 1"=100'H, 1"=10'V
CADD Filename: K-008AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-008
Sheet No.: 10

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TRACK ALIGNMENT DATA – EASTBOUND TRACK

131
V=40 MPH
E=1.25"
U=2.29"

PI	60+24.18			496761.4048	55984.6082
	LENGTH:	188.02	COURSE:	N 86-32-40 E	
	DELTA:	3-12-13			
	SPIRAL CURVE DATA: CLOTHOID				
TS	59+32.47			496761.0013	55892.8923
SPI				496761.2418	55947.5599
SC	60+14.47			496761.9800	55974.8846
	LENGTH:	82.00	L TAN:	54.67	
	RADIUS:	1813.50	S TAN:	27.33	
	THETA:	1-17-43	P:	0.15	
	X:	82.00	K:	41.00	
	Y:	0.62	A:	385.63	
	CHORD:	82.00	COURSE:	N 89-18-58 E	
	TS:	91.72			
	CIRCULAR CURVE DATA				
SC	60+14.47			496761.9800	55974.8846
RP				498574.8186	55925.9129
CS	60+33.87			496762.6076	55994.2743
	DELTA:	00-36-47	TYPE:	LEFT	
	RADIUS:	1813.50	DOC:	03-09-34	
	LENGTH:	19.40	TANGENT:	9.70	
	MID-ORD:	0.03	EXTERNAL:	0.03	
	CHORD:	19.40	COURSE:	N 88-08-46 E	
	ES:	0.86			
	SPIRAL CURVE DATA: CLOTHOID				
SC	60+33.87			496762.6076	55994.2743
SPI				496763.6380	56021.5896
PRS	61+15.87			496766.9332	56076.1583
	LENGTH:	82.00	L TAN:	54.67	
	RADIUS:	1813.50	S TAN:	27.33	
	THETA:	1-17-43	P:	0.15	
	X:	82.00	K:	41.00	
	Y:	0.62	A:	385.63	
	CHORD:	82.00	COURSE:	N 86-58-34 E	
	TS:	91.72			

132
V=40 MPH
E=1.25"
U=2.31"

PI	62+12.17			496772.7378	56172.2840
	LENGTH:	143.87	COURSE:	S 89-50-01 E	
	DELTA:	3-37-19			
	SPIRAL CURVE DATA: CLOTHOID				
PRS	61+15.87			496766.9332	56076.1583
SPI				496770.1480	56129.3960
SC	61+95.87			496771.1635	56156.0446
	LENGTH:	80.00	L TAN:	53.33	
	RADIUS:	1800.00	S TAN:	26.67	
	THETA:	1-16-24	P:	0.15	
	X:	80.00	K:	40.00	
	Y:	0.59	A:	379.47	
	CHORD:	80.00	COURSE:	N 86-58-07 E	
	TS:	96.30			
	CIRCULAR CURVE DATA				
SC	61+95.87			496771.1635	56156.0446
RP				494972.4692	56224.5914
CCS	62+06.85			496771.5484	56167.0233
	DELTA:	00-20-59	TYPE:	RIGHT	
	RADIUS:	1800.00	DOC:	03-10-59	
	LENGTH:	10.99	TANGENT:	5.49	
	MID-ORD:	0.01	EXTERNAL:	0.01	
	CHORD:	10.99	COURSE:	N 87-59-33 E	
	ES:	1.03			
	COMPOUND SPIRAL CURVE DATA				
CCS	62+06.85			496771.5484	56167.0233
SPI				496772.6529	56201.5410
CSC	62+79.88			496772.5412	56240.0390
	LENGTH:	73.03	L TAN:	38.50	
	RADIUS:	1800.00	S TAN:	34.54	
	THETA:	1-59-57	P:	0.11	
	X:	73.01	K:	10.22	
	Y:	1.20	A:	685.17	
	CHORD:	73.02	COURSE:	N 89-13-16 E	
	TS:	67.76			

133
V=40 MPH
E=0.5"
U=2.07"

PI	63+55.99			496772.3203	56316.1499
	LENGTH:	205.72	COURSE:	S 86-24-31 E	
	DELTA:	3-25-30			
	CIRCULAR CURVE DATA				
CSC	62+79.88			496772.5412	56240.0390
RP				494272.5517	56232.7827
CS	63+94.32			496769.5901	56354.4349
	DELTA:	02-37-22	TYPE:	RIGHT	
	RADIUS:	2500.00	DOC:	02-17-31	
	LENGTH:	114.44	TANGENT:	57.23	
	MID-ORD:	0.65	EXTERNAL:	0.66	
	CHORD:	114.43	COURSE:	S 88-31-20 E	
	ES:	1.16			
	SPIRAL CURVE DATA: CLOTHOID				
CS	63+94.32			496769.5901	56354.4349
SPI				496768.4546	56377.7411
PRS	64+64.32			496765.5315	56424.3166
	LENGTH:	70.00	L TAN:	46.67	
	RADIUS:	2500.00	S TAN:	23.33	
	THETA:	0-48-08	P:	0.08	
	X:	70.00	K:	35.00	
	Y:	0.33	A:	418.33	
	CHORD:	70.00	COURSE:	S 86-40-34 E	
	TS:	108.38			

134
V=40 MPH
E=0.5"
U=2.97"

PI	65+61.66			496759.4343	56521.4637
	LENGTH:	704.62	COURSE:	N 89-58-12 E	
	DELTA:	3-37-16			
	SPIRAL CURVE DATA: CLOTHOID				
PRS	64+64.32			496765.5315	56424.3166
SPI				496762.3994	56474.2195
SC	65+39.32			496761.3395	56499.1980
	LENGTH:	75.00	L TAN:	50.00	
	RADIUS:	1850.00	S TAN:	25.00	
	THETA:	1-09-41	P:	0.13	
	X:	75.00	K:	37.50	
	Y:	0.51	A:	372.49	
	CHORD:	75.00	COURSE:	S 86-47-45 E	
	TS:	97.34			
	CIRCULAR CURVE DATA				
SC	65+39.32			496761.3395	56499.1980
RP				498609.6760	56577.6327
CS	65+70.22			496760.2874	56530.0761
	DELTA:	00-57-25	TYPE:	LEFT	
	RADIUS:	1850.00	DOC:	03-05-49	
	LENGTH:	30.90	TANGENT:	15.45	
	MID-ORD:	0.06	EXTERNAL:	0.06	
	CHORD:	30.90	COURSE:	S 88-02-55 E	
	ES:	1.09			
	SPIRAL CURVE DATA: CLOTHOID				
CS	65+70.22			496760.2874	56530.0761
SPI				496759.4557	56562.4194
ST	66+67.27			496759.4895	56627.1256
	LENGTH:	97.06	L TAN:	64.71	
	RADIUS:	1850.00	S TAN:	32.35	
	THETA:	1-30-11	P:	0.21	
	X:	97.05	K:	48.53	
	Y:	0.85	A:	423.74	
	CHORD:	97.05	COURSE:	S 89-31-44 E	
	TS:	105.66			

135
V=40 MPH
E=0"
U=0.64"

PI	72+66.24			496759.8022	57226.0868
	LENGTH:	728.46	COURSE:	N 89-23-58 E	
	DELTA:	0-34-14			
	CIRCULAR CURVE DATA				
PC	72+16.43			496759.7762	57176.2850
RP				506759.7749	57171.0631
PT	73+16.04			496760.3243	57275.8859
	DELTA:	00-34-14	TYPE:	LEFT	
	RADIUS:	10000.00	DOC:	00-34-23	
	LENGTH:	99.60	TANGENT:	49.80	
	MID-ORD:	0.12	EXTERNAL:	0.12	
	CHORD:	99.60	COURSE:	N 89-41-05 E	
	ES:	0.12			

137
V=20 MPH
E=4.5"
U=3.94"

PI	79+94.69			496767.4381	57954.5042
	LENGTH:	323.55	COURSE:	S 03-25-29 E	
	DELTA:	87-10-33			
	SPIRAL CURVE DATA: CLOTHOID				
TS	77+41.01			496764.7790	57700.8396
SPI				496765.7522	57793.6749
SC	78+79.30			496749.5931	57837.4749
	LENGTH:	138.29	L TAN:	92.84	
	RADIUS:	190.00	S TAN:	46.69	
	THETA:	20-51-04	P:	4.17	
	X:	136.47	K:	68.84	
	Y:	16.62	A:	162.10	
	CHORD:	137.48	COURSE:	S 83-39-29 E	
	TS:	253.68			
	CIRCULAR CURVE DATA				
SC	78+79.30			496749.5931	57837.4749
RP				496571.3372	57771.7115
CS	80+30.04			496649.5049	57944.8872
	DELTA:	45-27-22	TYPE:	RIGHT	
	RADIUS:	190.00	DOC:	30-09-20	
	LENGTH:	150.74	TANGENT:	79.59	
	MID-ORD:	14.75	EXTERNAL:	16.00	
	CHORD:	146.82	COURSE:	S 47-01-17 E	
	ES:	78.08			
	SPIRAL CURVE DATA: CLOTHOID				
SC	80+30.04			496649.5049	57944.8872
SPI				496606.9164	57964.1107
ST	81+68.45			496514.1626	57969.6617
	LENGTH:	138.41	L TAN:	92.92	
	RADIUS:	190.00	S TAN:	46.73	
	THETA:	20-52-07	P:	4.18	
	X:	136.58	K:	68.90	
	Y:	16.65	A:	162.16	
	CHORD:	137.59	COURSE:	S 10-22-23 E	
	TS:	253.73			

REV	DATE	Description
		REVISION BLOCK
1	2/28/02	AS-BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
ANDREW W. SOKOL
4737292-2202
STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of
CH2MHILL
Hatch Mott MacDonald
STV Incorporated
CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

Designed By: A. SOKOL
Drawn By: H. BARKHORDARIAN
Checked By: R. NIERE
Approved By: G. TAKSALI

TRACK ALIGNMENT DATA
EASTBOUND TRACK

Scale: NTS
CADD Filename: K-015AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-015
Sheet No.: 17

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TRACK ALIGNMENT DATA – EASTBOUND TRACK

138
V=25 MPH
E=3.5"
U=2.93"

PI	83+99.95			496283.0766	57983.4912
	LENGTH:	140.58	COURSE:	S 31-21-37 E	
	DELTA:	27-56-08			
	SPIRAL CURVE DATA: CLOTHOID				
TS	82+38.27			496444.4664	57973.8327
SPI				496354.9012	57979.1928
SC	83+72.65			496311.1886	57989.5379
	LENGTH:	134.38	L TAN:	89.73	
	RADIUS:	389.25	S TAN:	44.92	
	THETA:	9-53-24	P:	1.93	
	X:	133.98	K:	67.12	
	Y:	7.72	A:	228.71	
	CHORD:	134.20	COURSE:	S 06-43-14 E	
	TS:	161.68			
	CIRCULAR CURVE DATA				
SC	83+72.65			496311.1886	57989.5379
RP				496400.8328	58368.3247
CCS	84+42.14			496245.3468	58011.4779
	DELTA:	10-13-45	TYPE:	LEFT	
	RADIUS:	389.25	DOC:	14-43-10	
	LENGTH:	69.49	TANGENT:	34.84	
	MID-ORD:	1.55	EXTERNAL:	1.56	
	CHORD:	69.40	COURSE:	S 18-25-45 E	
	ES:	13.20			
	COMPOUND SPIRAL CURVE DATA				
CCS	84+42.14			496245.3468	58011.4779
SPI				496216.6114	58023.9986
CSC	85+12.16			496183.4940	58044.1820
	LENGTH:	70.02	L TAN:	38.78	
	RADIUS:	389.25	S TAN:	31.34	
	THETA:	7-48-59	P:	0.65	
	X:	69.84	K:	16.90	
	Y:	4.26	A:	237.49	
	CHORD:	69.97	COURSE:	S 27-52-02 E	
	TS:	116.62			

139
V=25 MPH
E=1.5"
U=1.83"

PI	85+36.12			496163.0339	58056.6515
	LENGTH:	241.18	COURSE:	S 35-00-15 E	
	DELTA:	3-38-38			
	CIRCULAR CURVE DATA				
CSC	85+12.16			496183.4940	58044.1820
RP				496575.4989	58687.3910
CCS	85+60.06			496143.4076	58070.3961
	DELTA:	03-38-38	TYPE:	LEFT	
	RADIUS:	753.25	DOC:	07-36-23	
	LENGTH:	47.90	TANGENT:	23.96	
	MID-ORD:	0.38	EXTERNAL:	0.38	
	CHORD:	47.90	COURSE:	S 33-10-56 E	
	ES:	0.38			

140
V=25 MPH
E=3.5"
U=3.04"

PI	87+77.28			495965.4811	58195.0008
	LENGTH:	254.71	COURSE:	N 89-19-38 E	
	DELTA:	55-40-07			
	COMPOUND SPIRAL CURVE DATA				
CCS	85+60.06			496143.4076	58070.3961
SPI				496118.2936	58087.9838
CSC	86+15.34			496099.7445	58104.2424
	LENGTH:	55.27	L TAN:	30.66	
	RADIUS:	383.50	S TAN:	24.67	
	THETA:	6-13-52	P:	0.41	
	X:	55.18	K:	13.56	
	Y:	2.68	A:	207.80	
	CHORD:	55.25	COURSE:	S 37-46-55 E	
	TS:	217.22			
	CIRCULAR CURVE DATA				
CSC	86+15.34			496099.7445	58104.2424
RP				496352.5294	58392.6381
CS	88+93.66			495972.0385	58344.6913
	DELTA:	41-34-57	TYPE:	LEFT	
	RADIUS:	383.50	DOC:	14-56-25	
	LENGTH:	278.33	TANGENT:	145.61	
	MID-ORD:	24.97	EXTERNAL:	26.71	
	CHORD:	272.26	COURSE:	S 62-01-36 E	
	ES:	51.09			
	SPIRAL CURVE DATA: CLOTHOID				
CS	88+93.66			495972.0385	58344.6913
SPI				495967.6484	58379.5297
ST	89+98.82			495968.4725	58449.6961
	LENGTH:	105.15	L TAN:	70.17	
	RADIUS:	383.50	S TAN:	35.11	
	THETA:	7-51-18	P:	1.20	
	X:	104.96	K:	52.54	
	Y:	4.80	A:	200.81	
	CHORD:	105.07	COURSE:	S 88-03-18 E	
	TS:	254.71			

141
V=40 MPH
E=0"
U=0.64"

PI	91+27.53			495969.9841	58578.4011
	LENGTH:	1681.02	COURSE:	N 89-58-23 E	
	DELTA:	0-38-46			
	CIRCULAR CURVE DATA				
PC	90+71.15			495969.3220	58522.0291
RP				485970.0117	58639.4700
PT	91+83.91			495970.0106	58634.7769
	DELTA:	00-38-46	TYPE:	RIGHT	
	RADIUS:	10000.00	DOC:	00-34-23	
	LENGTH:	112.75	TANGENT:	56.38	
	MID-ORD:	0.16	EXTERNAL:	0.16	
	CHORD:	112.75	COURSE:	N 89-39-00 E	
	ES:	0.16			

142
V=45 MPH
E=0.5"
U=1.12"

PI	108+08.55			495970.7730	60259.4222
	LENGTH:	250.67	COURSE:	S 88-38-29 E	
	DELTA:	1-23-08			
	SPIRAL CURVE DATA: CLOTHOID				
TS	107+17.09			495970.7301	60167.9593
SPI				495970.7495	60209.2927
SC	107+79.09			495970.6311	60229.9591
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 89-54-31 E	
	TS:	91.46			
	CIRCULAR CURVE DATA				
SC	107+79.09			495970.6311	60229.9591
RP				490970.7132	60201.3058
CS	108+38.01			495969.9463	60288.8741
	DELTA:	00-40-31	TYPE:	RIGHT	
	RADIUS:	5000.00	DOC:	01-08-45	
	LENGTH:	58.92	TANGENT:	29.46	
	MID-ORD:	0.09	EXTERNAL:	0.09	
	CHORD:	58.92	COURSE:	S 89-20-03 E	
	ES:	0.40			
	SPIRAL CURVE DATA: CLOTHOID				
CS	108+38.01			495969.9463	60288.8741
SPI				495969.5843	60309.5377
ST	109+00.01			495968.6042	60350.8595
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 88-45-35 E	
	TS:	91.46			

143
V=45 MPH
E=0.5"
U=1.12"

PI	110+59.22			495964.8290	60510.0255
	LENGTH:	120.60	COURSE:	N 89-57-40 E	
	DELTA:	1-23-52			
	SPIRAL CURVE DATA: CLOTHOID				
TS	109+67.23			495967.0103	60418.0609
SPI				495966.0302	60459.3827
SC	110+29.23			495965.6682	60480.0462
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 88-45-35 E	
	TS:	91.99			
	CIRCULAR CURVE DATA				
SC	110+29.23			495965.6682	60480.0462
RP				500964.9013	60567.6145
CS	110+89.20			495964.9775	60540.0161
	DELTA:	00-41-14	TYPE:	LEFT	
	RADIUS:	5000.00	DOC:	01-08-45	
	LENGTH:	59.97	TANGENT:	29.99	
	MID-ORD:	0.09	EXTERNAL:	0.09	
	CHORD:	59.97	COURSE:	S 89-20-24 E	
	ES:	0.40			
	SPIRAL CURVE DATA: CLOTHOID				
CS	110+89.20			495964.9775	60540.0161
SPI				495964.8634	60560.6826
ST	111+51.20			495964.8915	60602.0160
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 89-55-14 E	
	TS:	91.99			

REV	DATE	Description
		REVISION BLOCK
1	2/28/02	AS-BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
ANDREW W. SOKOL
4737292-2202
STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of
CH2MHILL
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UTA TRAX
UNIVERSITY LRT LINE

Designed By: A. SOKOL
Drawn By: H. BARKHORDARIAN
Checked By: R. NIERE
Approved By: G. TAKSALI

TRACK ALIGNMENT DATA

EASTBOUND TRACK

Scale: NTS
CADD Filename: K-016AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-016
Sheet No.: 18

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TRACK ALIGNMENT DATA – WESTBOUND TRACK

239
V=20 MPH
E=4.5"
U=3.26"

PI	79+89.49			496785.3075	57969.2129
	LENGTH:	264.52	COURSE:	S 03-25-29 E	
	DELTA:	87-42-49			
	SPIRAL CURVE DATA: CLOTHOID				
TS	77+24.33			496780.0393	57704.1103
SPI				496781.7337	57789.3742
SC	78+51.62			496769.5749	57830.4260
	LENGTH:	127.28	L TAN:	85.28	
	RADIUS:	206.75	S TAN:	42.81	
	THETA:	17-38-12	P:	3.25	
	X:	126.08	K:	63.44	
	Y:	12.97	A:	162.22	
	CHORD:	126.75	COURSE:	S 85-15-51 E	
	TS:	265.15			
	CIRCULAR CURVE DATA				
SC	78+51.62			496769.5749	57830.4260
RP				496571.3372	57771.7115
CS	80+41.56			496644.9650	57964.9070
	DELTA:	52-38-22	TYPE:	RIGHT	
	RADIUS:	206.75	DOC:	27-42-45	
	LENGTH:	189.95	TANGENT:	102.27	
	MID-ORD:	21.43	EXTERNAL:	23.91	
	CHORD:	183.34	COURSE:	S 47-10-55 E	
	ES:	84.44			
	SPIRAL CURVE DATA: CLOTHOID				
CS	80+41.56			496644.9650	57964.9070
SPI				496605.4181	57979.9786
ST	81+67.41			496521.2623	57985.0149
	LENGTH:	125.84	L TAN:	84.31	
	RADIUS:	206.75	S TAN:	42.32	
	THETA:	17-26-14	P:	3.18	
	X:	124.68	K:	62.73	
	Y:	12.68	A:	161.30	
	CHORD:	125.33	COURSE:	S 09-13-58 E	
	TS:	264.52			

240
V=25 MPH
E=3.5"
U=3.21"

PI	84+01.58			496287.5050	57999.0044
	LENGTH:	135.76	COURSE:	S 31-20-02 E	
	DELTA:	27-54-33			
	SPIRAL CURVE DATA: CLOTHOID				
TS	82+49.15			496439.6646	57989.8982
SPI				496357.7955	57994.7978
SC	83+72.00			496317.7670	58003.9223
	LENGTH:	122.85	L TAN:	82.02	
	RADIUS:	373.75	S TAN:	41.06	
	THETA:	9-24-59	P:	1.68	
	X:	122.52	K:	61.37	
	Y:	6.72	A:	214.28	
	CHORD:	122.70	COURSE:	S 06-33-46 E	
	TS:	152.43			
	CIRCULAR CURVE DATA				
SC	83+72.00			496317.7670	58003.9223
RP				496400.8328	58368.3247
CCS	84+41.48			496251.8457	58025.5538
	DELTA:	10-39-04	TYPE:	LEFT	
	RADIUS:	373.75	DOC:	15-19-48	
	LENGTH:	69.48	TANGENT:	34.84	
	MID-ORD:	1.61	EXTERNAL:	1.62	
	CHORD:	69.38	COURSE:	S 18-10-01 E	
	ES:	12.57			
	COMPOUND SPIRAL CURVE DATA				
CCS	84+41.48			496251.8457	58025.5538
SPI				496224.0605	58037.6308
CSC	85+09.38			496191.8496	58057.2415
	LENGTH:	67.90	L TAN:	37.71	
	RADIUS:	373.75	S TAN:	30.30	
	THETA:	7-50-30	P:	0.64	
	X:	67.72	K:	16.73	
	Y:	4.13	A:	226.80	
	CHORD:	67.85	COURSE:	S 27-50-29 E	
	TS:	111.99			

241
V=25 MPH
E=1.5"
U=1.90"

PI	85+33.16			496171.5424	58069.6050
	LENGTH:	229.86	COURSE:	S 35-01-32 E	
	DELTA:	3-41-30			
	CIRCULAR CURVE DATA				
CSC	85+09.38			496191.8496	58057.2415
RP				496575.4989	58687.3910
CCS	85+56.92			496152.0732	58083.2504
	DELTA:	03-41-30	TYPE:	LEFT	
	RADIUS:	737.75	DOC:	07-45-59	
	LENGTH:	47.53	TANGENT:	23.77	
	MID-ORD:	0.38	EXTERNAL:	0.38	
	CHORD:	47.53	COURSE:	S 33-10-47 E	
	ES:	0.38			

242
V=25 MPH
E=3.5"
U=3.31"

PI	87+63.01			495983.3072	58201.5339
	LENGTH:	2058.05	COURSE:	N 89-58-23 E	
	DELTA:	55-00-05			
	COMPOUND SPIRAL CURVE DATA				
CCS	85+56.92			496152.0732	58083.2504
SPI				496127.6660	58100.3568
CSC	86+10.50			496109.7563	58116.0785
	LENGTH:	53.58	L TAN:	29.81	
	RADIUS:	368.00	S TAN:	23.83	
	THETA:	6-15-08	P:	0.41	
	X:	53.49	K:	13.42	
	Y:	2.60	A:	198.35	
	CHORD:	53.56	COURSE:	S 37-48-11 E	
	TS:	206.09			
	CIRCULAR CURVE DATA				
CSC	86+10.50			496109.7563	58116.0785
RP				496352.5294	58392.6381
CS	88+73.59			495987.9004	58342.9424
	DELTA:	40-57-40	TYPE:	LEFT	
	RADIUS:	368.00	DOC:	15-34-10	
	LENGTH:	263.09	TANGENT:	137.45	
	MID-ORD:	23.26	EXTERNAL:	24.83	
	CHORD:	257.52	COURSE:	S 61-45-30 E	
	ES:	47.75			
	SPIRAL CURVE DATA: CLOTHOID				
CS	88+73.59			495987.9004	58342.9424
SPI				495983.3891	58376.0423
ST	89+73.63			495983.4205	58442.8013
	LENGTH:	100.04	L TAN:	66.76	
	RADIUS:	368.00	S TAN:	33.41	
	THETA:	7-47-17	P:	1.13	
	X:	99.86	K:	49.99	
	Y:	4.53	A:	191.87	
	CHORD:	99.96	COURSE:	S 87-25-53 E	
	TS:	241.27			

243
V=45 MPH
E=0.5"
U=1.12"

PI	107+90.41			495984.2731	60259.5792
	LENGTH:	250.67	COURSE:	S 88-38-29 E	
	DELTA:	1-23-08			
	SPIRAL CURVE DATA: CLOTHOID				
TS	106+98.94			495984.2302	60168.1162
SPI				495984.2496	60209.4496
SC	107+60.94			495984.1311	60230.1160
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 89-54-31 E	
	TS:	91.46			
	CIRCULAR CURVE DATA				
SC	107+60.94			495984.1311	60230.1160
RP				490984.2132	60201.4627
CS	108+19.86			495983.4464	60289.0310
	DELTA:	00-40-31	TYPE:	RIGHT	
	RADIUS:	5000.00	DOC:	01-08-45	
	LENGTH:	58.92	TANGENT:	29.46	
	MID-ORD:	0.09	EXTERNAL:	0.09	
	CHORD:	58.92	COURSE:	S 89-20-03 E	
	ES:	0.40			
	SPIRAL CURVE DATA: CLOTHOID				
CS	108+19.86			495983.4464	60289.0310
SPI				495983.0844	60309.6946
ST	108+81.86			495982.1043	60351.0164
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 88-45-35 E	
	TS:	91.46			

244
V=45 MPH
E=0.5"
U=1.12"

PI	110+41.07			495978.3291	60510.1817
	LENGTH:	104.05	COURSE:	N 89-57-40 E	
	DELTA:	1-23-52			
	SPIRAL CURVE DATA: CLOTHOID				
TS	109+49.08			495980.5104	60418.2166
SPI				495979.5303	60459.5384
SC	110+11.08			495979.1683	60480.2019
	LENGTH:	62.00	L TAN:	41.33	
	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
	X:	62.00	K:	31.00	
	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 88-45-35 E	
	TS:	91.99			
	CIRCULAR CURVE DATA				
SC	110+11.08			495979.1683	60480.2019
RP				500978.4014	60567.7702
CS	110+71.06			495978.4776	60540.1728
	DELTA:	00-41-14	TYPE:	LEFT	
	RADIUS:	5000.00	DOC:	01-08-45	
	LENGTH:	59.98	TANGENT:	29.99	
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	CHORD:	59.97	COURSE:	S 89-20-24 E	
	ES:	0.40			
	SPIRAL CURVE DATA: CLOTHOID				
CS	110+71.06			495978.4776	60540.1728
SPI				495978.3635	60560.8392
ST	111+33.06			495978.3917	60602.1726
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	RADIUS:	5000.00	S TAN:	20.67	
	THETA:	0-21-19	P:	0.03	
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	Y:	0.13	A:	556.78	
	CHORD:	62.00	COURSE:	S 89-55-14 E	
	TS:	91.99			

REV	DATE	Description
		REVISION BLOCK
1	2/28/02	AS-BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
ANDREW W. SOKOL
4737292-2202
STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of
CH2MHILL
Hatch Mott MacDonald
STV Incorporated
CHS DESIGNERS

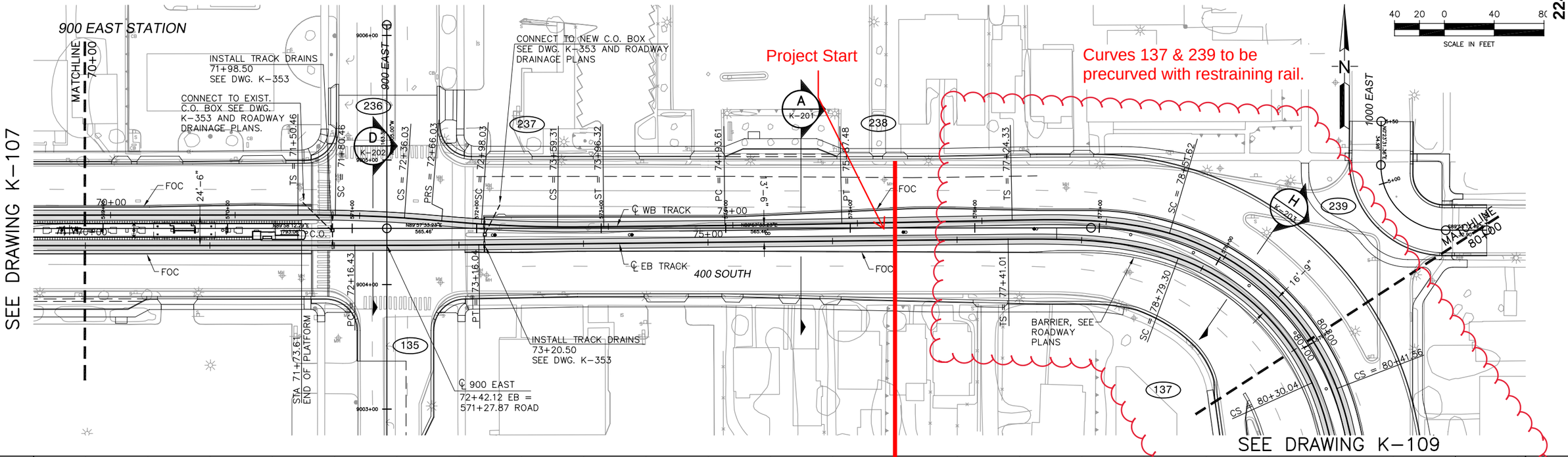
UTA TRAX
UNIVERSITY LRT LINE

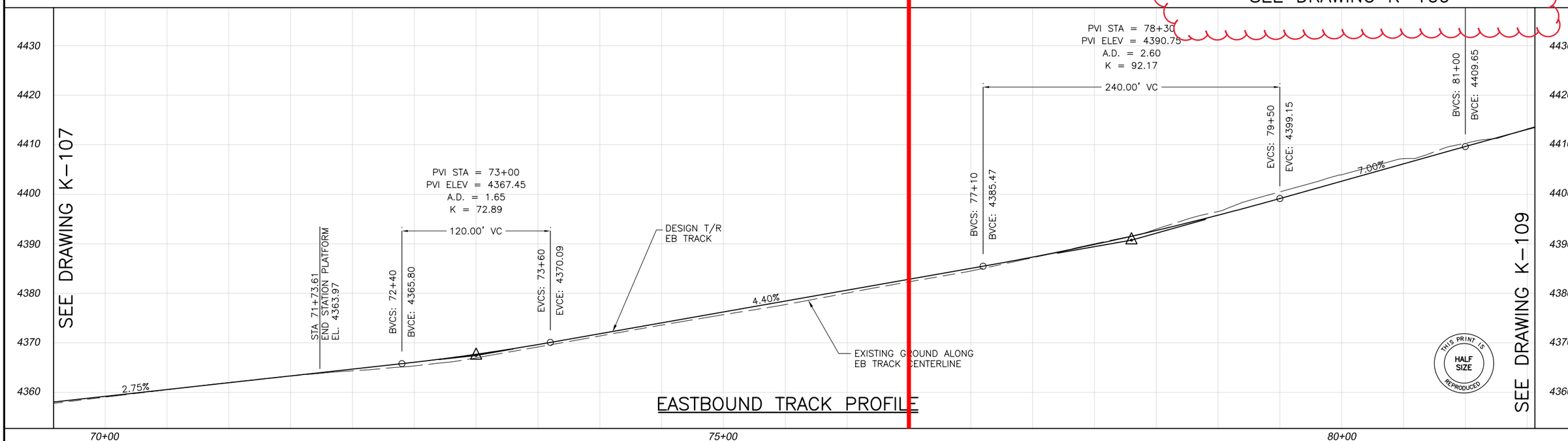
Designed By: A. SOKOL
Drawn By: H. BARKHORDARIAN
Checked By: R. NIERE
Approved By: G. TAKSALI

TRACK ALIGNMENT DATA
WESTBOUND TRACK

Scale: NTS
CADD Filename: K-026AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-026
Sheet No.: 26

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EASTBOUND TRACK PROFILE

REV	DATE	Description
2		
1		
0		
1	2/28/02	AS-BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REVISION BLOCK

REGISTERED PROFESSIONAL ENGINEER — ANDREW W. SOKOL 4737292-2202 — STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of CH2MHILL, Hatch Mott MacDonald, STV Incorporated
CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

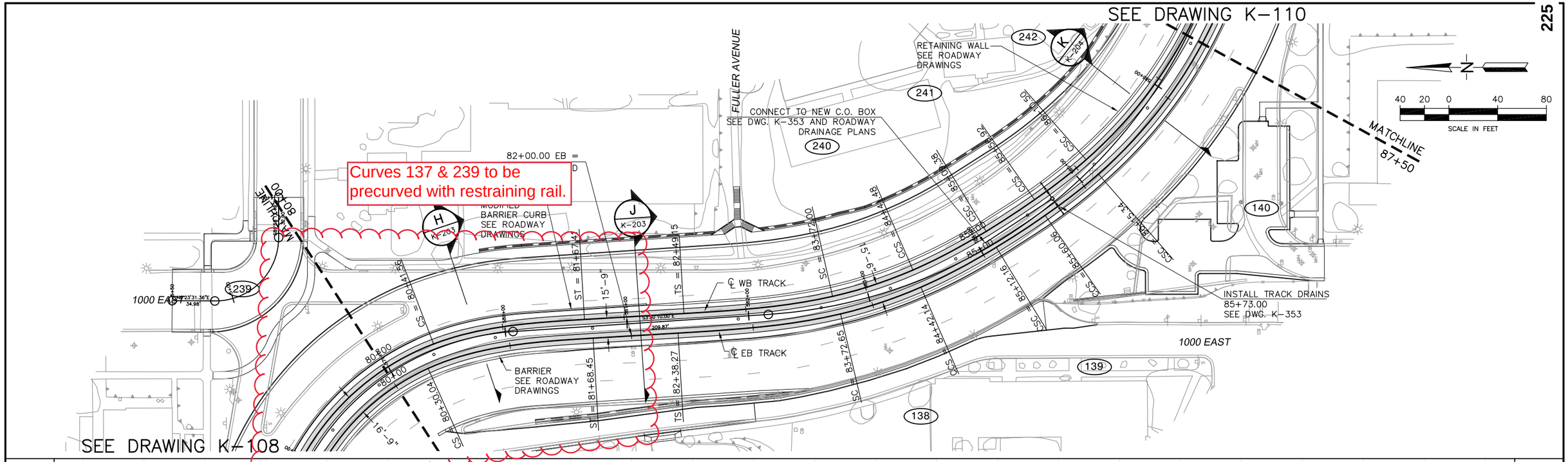
Designed By:	A. SOKOL
Drawn By:	H. BARKHORDARIAN
Checked By:	R. NIERE
Approved By:	G. TAKSALI

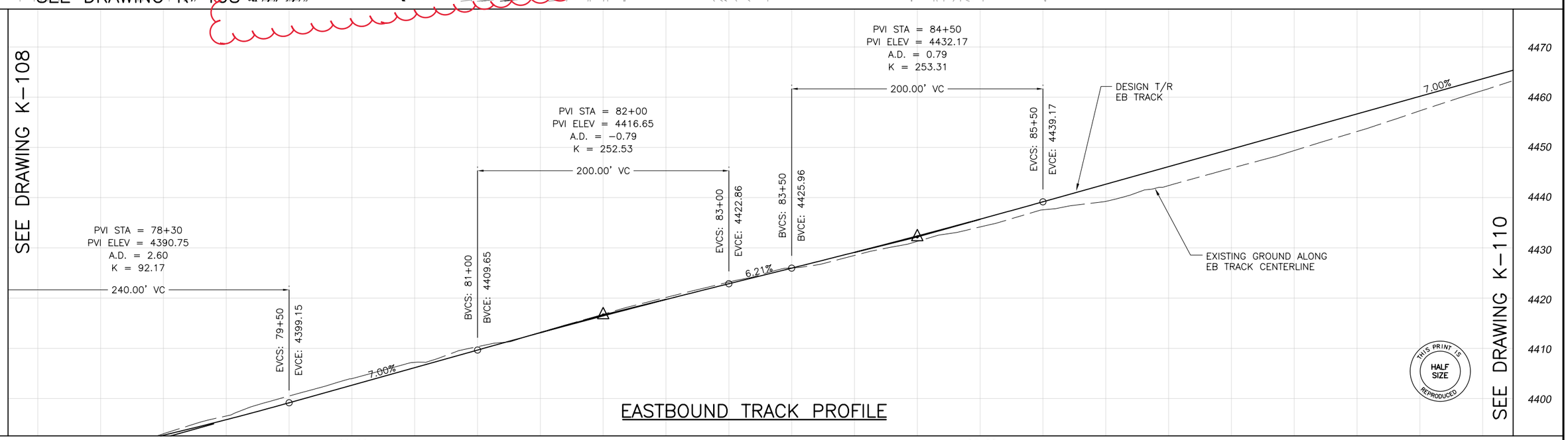
TRACK PLAN AND PROFILE

STA 70+00 TO 80+00

Scale:	1"=40'H, 1"=10'V
CADD Filename:	K-108AB
Submittal Date	FEBRUARY 28, 2002
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	K-108
Sheet No.:	38

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EASTBOUND TRACK PROFILE

THIS PRINT IS HALF SIZE REPRODUCED

REV	DATE	Description
2		
1		
0		
1	2/28/02	AS–BUILT
0	1/24/01	ISSUED FOR CONSTRUCTION

REVISION BLOCK

REGISTERED PROFESSIONAL ENGINEER — ANDREW W. SOKOL 4737292-2202 — STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of CH2MHILL, Hatch Mott MacDonald, STV Incorporated
CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

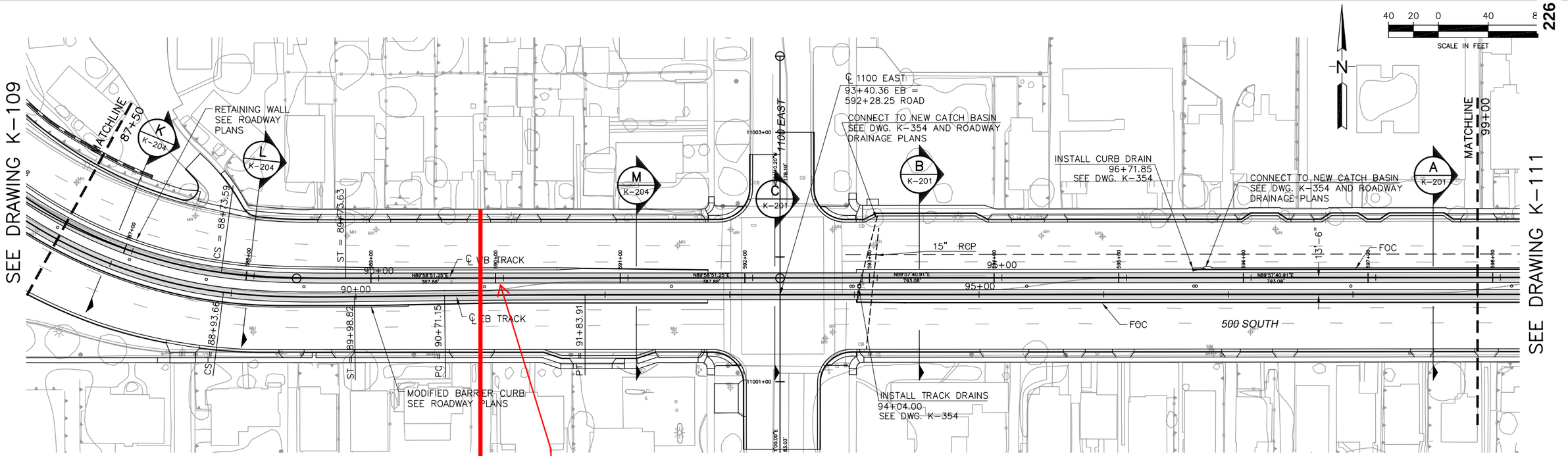
Designed By:	A. SOKOL
Drawn By:	H. BARKHORDARIAN
Checked By:	R. NIERE
Approved By:	G. TAKSALI

TRACK PLAN AND PROFILE

STA 80+00 TO STA 87+50

Scale:	1"=40'H, 1"=10'V
CADD Filename:	K–109AB
Submittal Date	FEBRUARY 28, 2002
UTA Contract No.:	UT99–05VT–DB WE
Drawing No.:	K–109
Sheet No.:	39

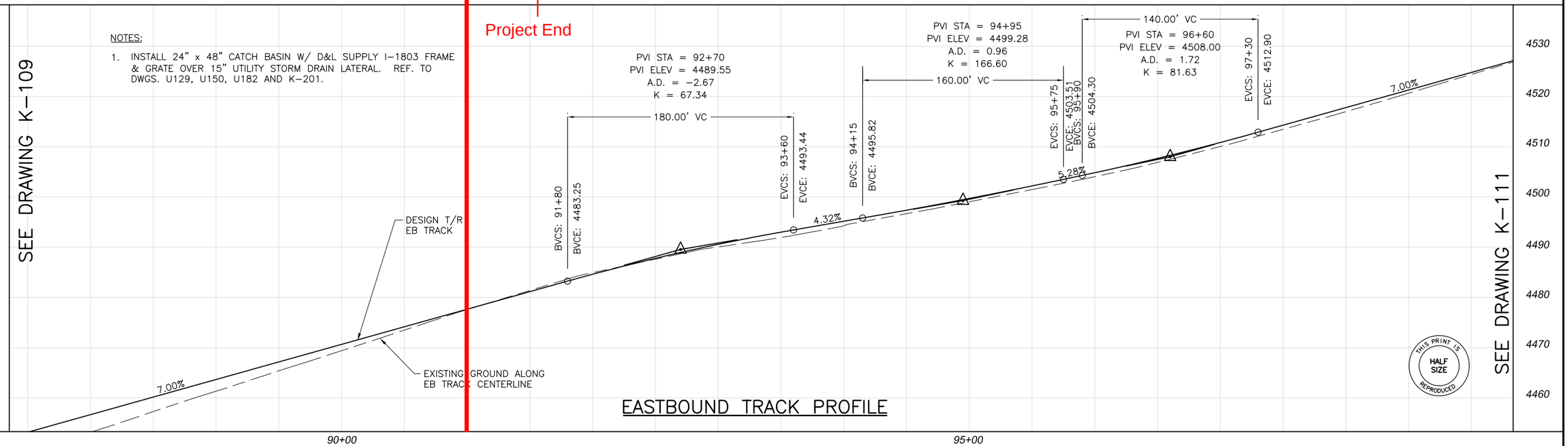
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Project End

NOTES:

1. INSTALL 24" x 48" CATCH BASIN W/ D&L SUPPLY I-1803 FRAME & GRATE OVER 15" UTILITY STORM DRAIN LATERAL. REF. TO DWGS. U129, U150, U182 AND K-201.



EASTBOUND TRACK PROFILE

THIS PRINT IS HALF SIZE REPRODUCED

REV	DATE	Description
3	2/28/02	AS-BUILT
2	5/30/01	ADDED CATCH BASIN AT 1100 EAST, REVISED TRACK PROFILE EAST OF 1100 E.
1	5/18/01	REVISED TRACK PROFILE EAST OF 1100 EAST
0	1/24/01	ISSUED FOR CONSTRUCTION

REVISION BLOCK

REGISTERED PROFESSIONAL ENGINEER
ANDREW W. SOKOL
4737292-2202
STATE OF UTAH
EXPIRES: 12/31/2002
NOT VALID UNLESS SIGNED

A Joint Venture of
CH2MHILL
Hatch Mott MacDonald
STV Incorporated
CHS DESIGNERS

UTA TRAX
UNIVERSITY LRT LINE

Designed By: A. SOKOL
Drawn By: H. BARKHORDARIAN
Checked By: R. NIERE
Approved By: G. TAKSALI

TRACK PLAN AND PROFILE

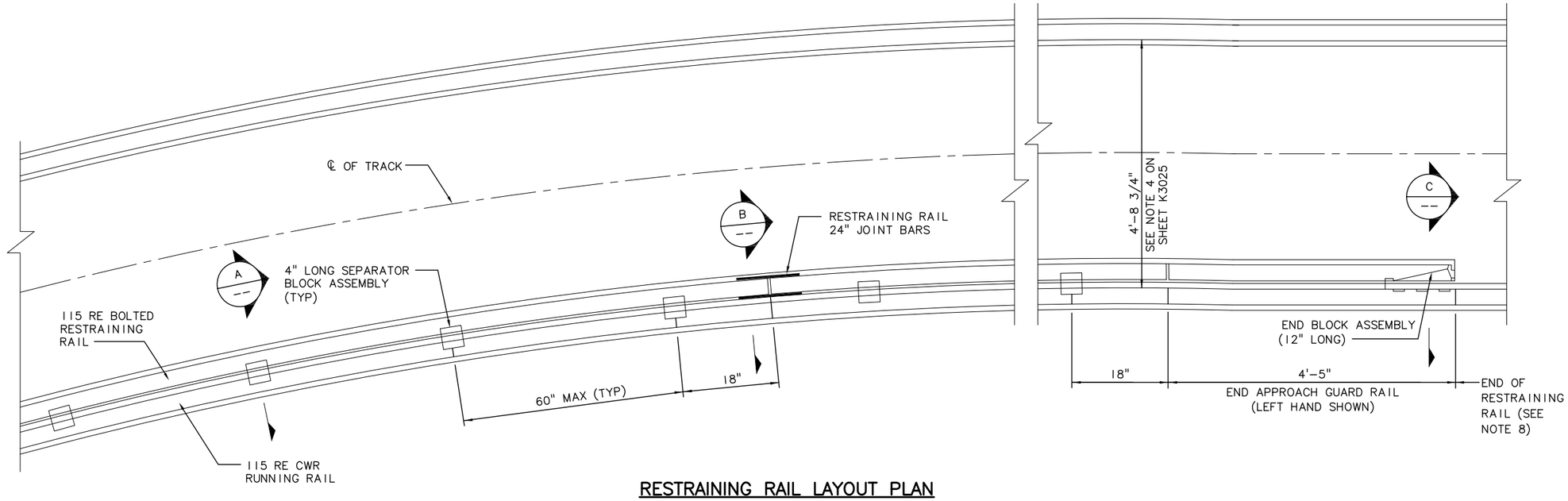
STA 87+50 TO STA 99+00

Scale: 1"=40'H, 1"=10'V
CADD Filename: K-110AB
Submittal Date: FEBRUARY 28, 2002
UTA Contract No.: UT99-05VT-DB WE
Drawing No.: K-110
Sheet No.: 40

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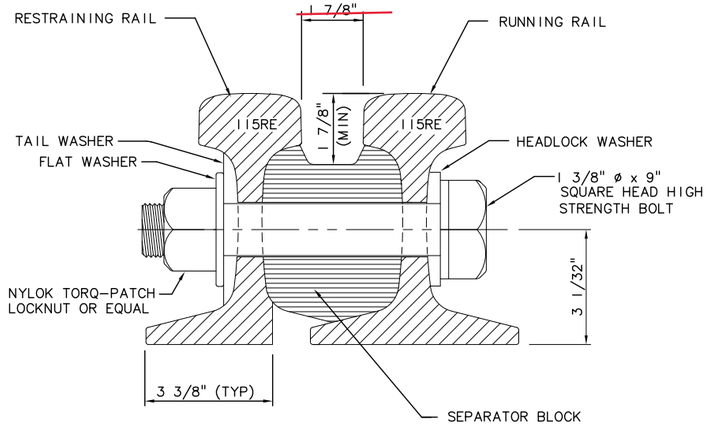
NOTES:

1. SEPARATOR BLOCKS ARE 4" LONG, @ 60" MAXIMUM SPACING O.C.
2. RESTRAINING RAIL JOINT BARS ARE 24" LONG, 4 HOLES.
3. RESTRAINING RAIL DRILLING IS 3 1/2" FROM END OF RAIL 1 7/16" ø, AT 3 1/32" A.B.R.
4. RESTRAINING RAIL IS PRE-DRILLED FOR INSTALLATION OF SEPARATOR BLOCKS. CONTRACTOR SHALL FIELD DRILL RUNNING RAIL TO MATCH HOLES IN RESTRAINING RAIL.
5. SEE SHEET K3025 FOR RESTRAINING RAIL TYPICAL PRE-CURVING DETAIL.
6. SEE TRACK CHARTS FOR LIMITS OF RESTRAINING RAIL.



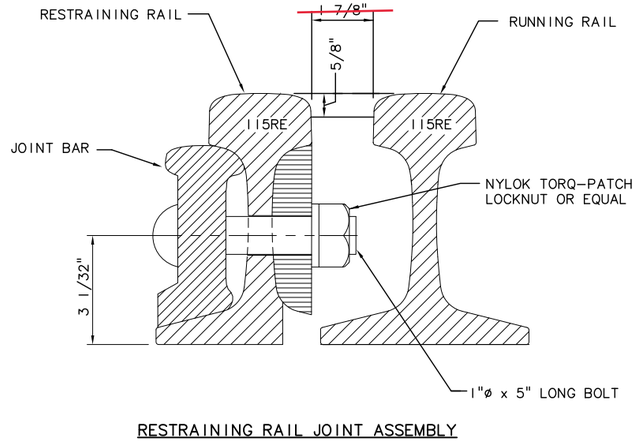
RESTRAINING RAIL LAYOUT PLAN

2" Per RFI 271



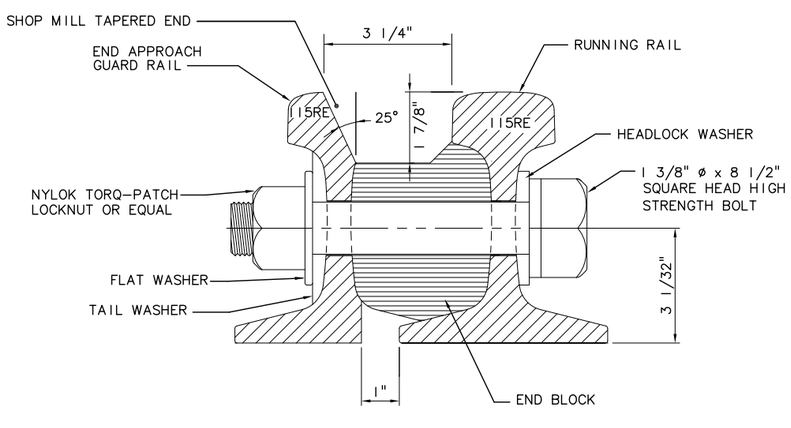
SEPARATOR BLOCK ASSEMBLY

SECTION A / --



RESTRAINING RAIL JOINT ASSEMBLY

SECTION B / --



END BLOCK

SECTION C / --

REV	DATE	DESCRIPTION

STATE OF UTAH — Conformed Set 8-13-2010 — LICENSED PROFESSIONAL ENGINEER

WilburSmith ASSOCIATES; DAVID EVANS AND ASSOCIATES INC.; Steve Greene & Associates, PLLC; Hatch Mott MacDonald

UTA UTAH TRANSIT AUTHORITY

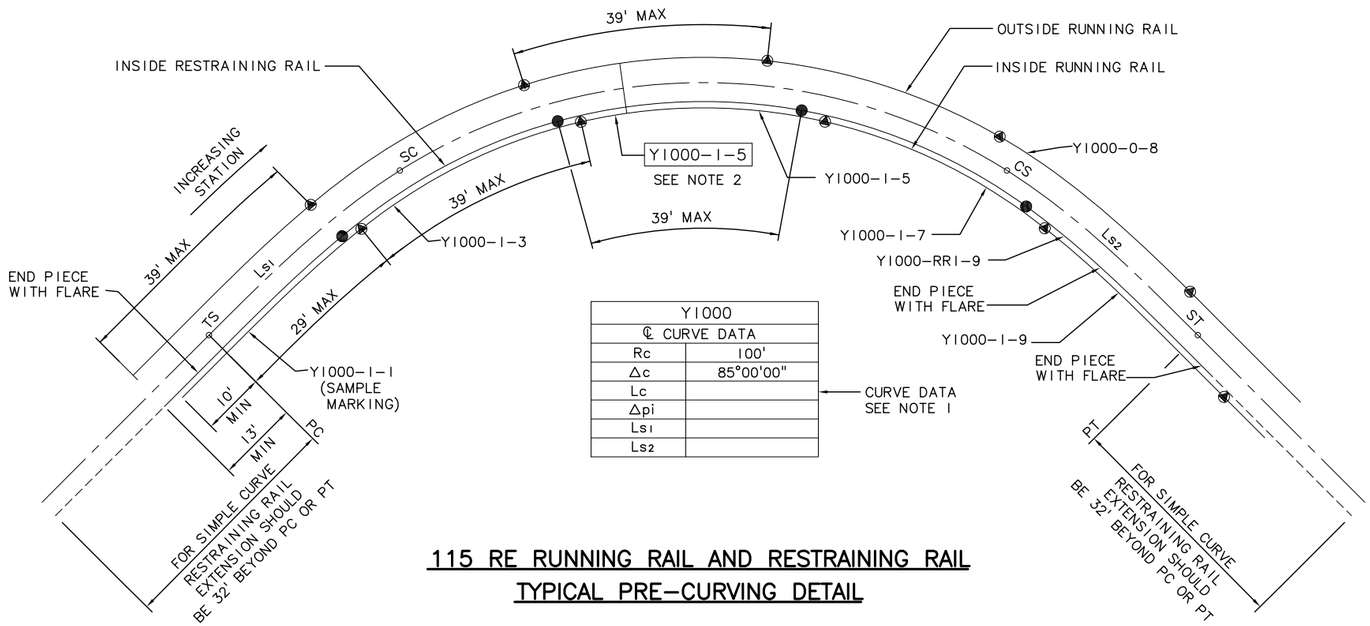
Approved By: _____

Designed By:	J. BLAKE
Drawn By:	R. KOECHLEY
Checked By:	J. BLAKE
Approved By:	S. GREENE

AIRPORT LIGHT RAIL TRANSIT PROJECT

TRACKWORK STANDARDS RESTRAINING RAIL DETAILS SHEET 1 OF 2

Scale:	NTS
CADD Filename:	APAK3024.DWG
Submittal Date:	JUNE 25, 2010
UTA Contract No.:	UT08-002VT
Drawing No.:	K3024
Sheet:	137 ~~50~~



Y1000	
℄ CURVE DATA	
Rc	100'
Δc	85°00'00"
Lc	
Δpi	
Ls1	
Ls2	

CURVE DATA SEE NOTE 1

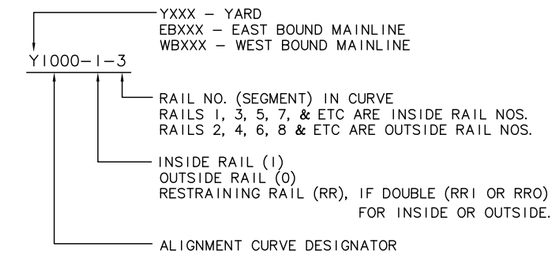
115 RE RUNNING RAIL AND RESTRAINING RAIL TYPICAL PRE-CURVING DETAIL

LEGEND:

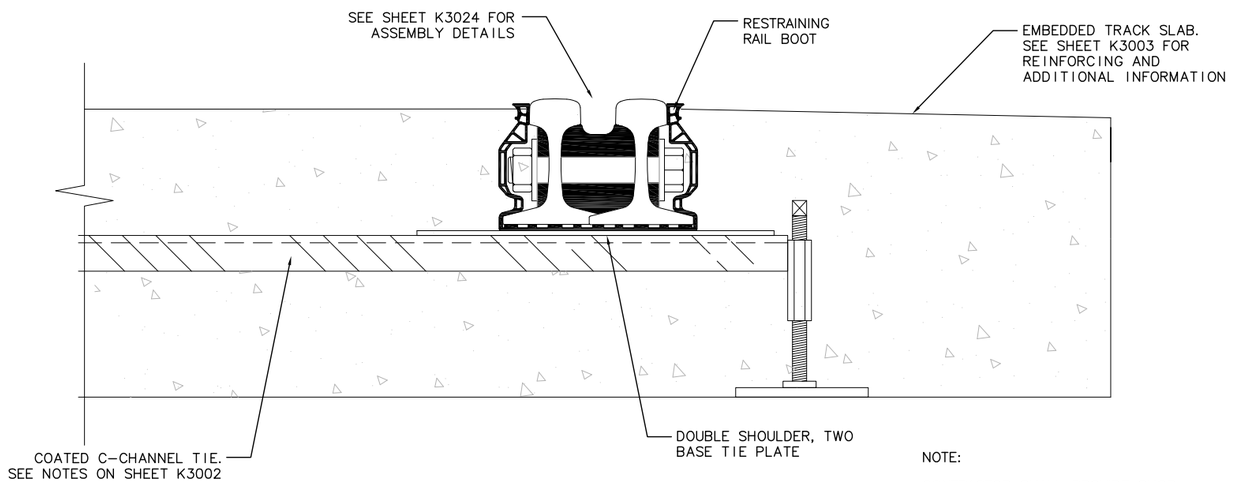
- ● BOLTED JOINT
- ▲ WELDED JOINT

NOTES:

1. REFER TO HORIZONTAL ALIGNMENT DRAWINGS AND TRACK CHART FOR CURVED TRACKS THAT NEED PRE-CURVED RAILS.
2. TYPICAL MARKINGS OF PRE-CURVED RAILS.



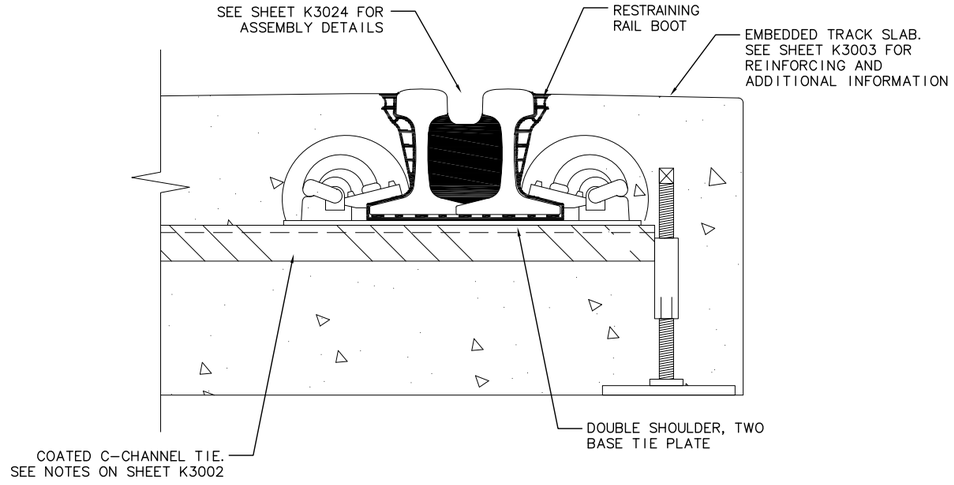
3. FOR 115 RE RESTRAINING RAIL DETAILS SEE SHEET K3024.
4. ALL RAIL ON CURVES WITH RADIUS LESS THAN 300' SHALL BE PRE-CURVED IN A SHOP USING ROLLER BENDING METHOD. JOINTS IN PRE-CURVED RAIL SHALL BE BY EITHER THERMITE WELDING OR BONDED JOINT BARS.
5. SEE NOTES 17 AND 18 ON SHEET K6001 FOR TRACK GAUGE WIDENING FOR CURVES WITH RADIUS LESS THAN 280'.
6. AT CLIP LOCATIONS, CONTRACTOR TO NOTCH OUT BOOT FILLER SECTION TO ALLOW FOR CAP PER MANUFACTURER'S INSTRUCTIONS.



ENLARGED RESTRAINING RAIL SECTION

NOTE:

CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING RESTRAINING RAIL BOOT DETAILS PRIOR TO INSTALLATION.



ENLARGED RESTRAINING RAIL SECTION @ CLIP

REV	DATE	DESCRIPTION

STATE OF UTAH — Conformed Set 8-13-2010 — PROFESSIONAL ENGINEER

WilburSmith ASSOCIATES · DAVID EVANS AND ASSOCIATES INC. · Steve Greene & Associates, PLLC · Hatch Mott MacDonald

UTA UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By:	J. BLAKE
Drawn By:	R. KOECHLEY
Checked By:	J. BLAKE
Approved By:	S. GREENE

AIRPORT LIGHT RAIL TRANSIT PROJECT

TRACKWORK STANDARDS RESTRAINING RAIL DETAILS SHEET 2 OF 2

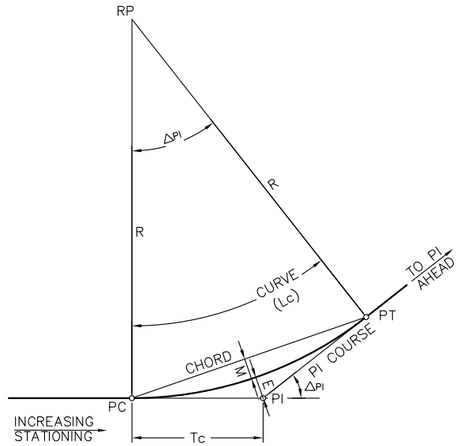
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CADD Filename:	APAK3025.DWG
Submittal Date:	JUNE 25, 2010
UTA Contract No.:	UT08-002VT
Drawing No.:	K3025
Sheet	138 ~~51~~

GENERAL TRACKWORK NOTES

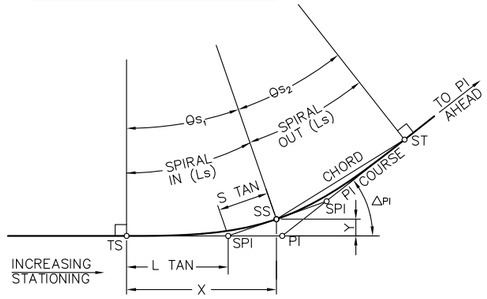
1. FOR PROJECT COORDINATE SYSTEM AND ELEVATION DATUM INFORMATION, REFER TO THE SURVEY CONTROL DRAWINGS.
2. PROPOSED TOP OF RAIL PROFILE SHOWN ON THE PLAN AND PROFILE DRAWINGS IS FOR THE TOP OF RAIL OF THE EB TRACK LOW RAIL UNLESS OTHERWISE NOTED.
3. THE PROPOSED TOP OF RAIL PROFILE FOR THE WB TRACK SHALL MATCH THAT OF THE EB TRACK UNLESS A SEPARATE PROFILE FOR THE WB TRACK IS PROVIDED IN THE DRAWINGS.
4. WHERE TRACKS ARE SUPERELEVATED, TOP OF RAIL ELEVATIONS REFER TO THE LOW RAIL, UNLESS NOTED OTHERWISE, REFER TO SUPERELEVATION DATA SHEET FOR FURTHER INFORMATION.
5. STATIONS SHOWN ON TYPICAL SECTION DRAWINGS ARE APPROXIMATE.
6. "ORIGINAL GROUND" OR "EXISTING GROUND" SHOWN ON PROFILES AND CROSS SECTIONS REFERS TO THE APPROXIMATE EXISTING GROUND LINE AT THE DESIGNATED CENTERLINE, BASELINE, LAYOUT LINE, OR SECTION LINE.
7. WITH THE EXCEPTION OF WB TRACK ALIGNMENT POINTS, ALL STATION CALLOUTS REFER TO THE EB TRACK STATIONING UNLESS OTHERWISE NOTED. EQUIVALENT STATIONS ON THE WB TRACK SHALL BE DETERMINED IN THE FOLLOWING MANNER:

   THE EQUIVALENT STATION OF A POINT ON THE WB TRACK IS THE STATION OF A POINT FORMED BY PROJECTING A LINE PERPENDICULAR TO THE EB TRACK FROM THE POINT ON THE WB TRACK.

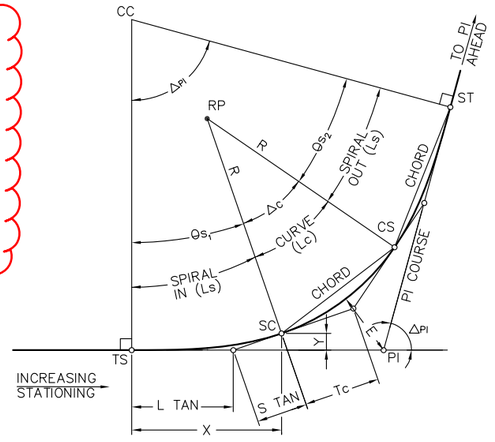
8. WITH THE EXCEPTION OF WB TRACK ALIGNMENT POINTS, STATIONING WITHOUT A LINE DESIGNATION REFERS TO THE EB TRACK CENTERLINE.
9. CURVES AND STATIONING ARE BASED ON ARC DEFINITION.
10. STATIONING FOR TURNOUTS PASS THROUGH THE PITO, NOT ALONG THE CENTERLINE OF THE TURNOUT CURVES.
11. COORDINATE INFORMATION SHALL TAKE PRECEDENCE OVER BEARING AND DISTANCES, WHERE DISCREPANCIES EXIST.
12. HEAD-HARDENED, HIGH-STRENGTH RAIL SHALL BE USED AT ALL AREAS ANTICIPATED TO HAVE A HIGH FREQUENCY OF ACCELERATION AND BRAKING (SUCH AS STATION PLATFORMS), ON STEEP GRADES 5% OR GREATER, THROUGHOUT SPECIAL TRACKWORK LIMITS, AND IN MAINLINE TRACK CURVES WITH RADII OF 900 FEET OR LESS.
13. RESTRAINING RAIL SHALL BE INSTALLED ON THE INNER RUNNING RAIL OF CURVES WITH A RADIUS LESS THAN 300'.
14. ONE EMERGENCY GUARDRAIL IS REQUIRED FOR EACH TRACK AND IT SHALL BE LOCATED INSIDE THE RUNNING RAIL WHICH IS FARTHEST FROM THE EDGE OF THE STRUCTURE OR RETAINING WALL. REFER TO THE TRACK CHARTS FOR STATION LIMITS.
15. RAIL USED IN CURVES WITH A RADIUS EQUAL TO OR LESS THAN 300' SHALL BE PRE-CURVED USING THE STANDARD ROLLER BENDING METHOD.
16. REFER TO SYSTEMS DRAWINGS FOR LOCATIONS OF ALL TRACTION POWER AND SIGNAL CONNECTION BOXES, IMPEDENCE BONDS, LRV DETECTORS, AND ALL OTHER TRACKSIDE EQUIPMENT, AND ASSOCIATED CONDUIT RUNS, FOR INSTALLATION PRIOR TO TRACK SLAB CONSTRUCTION.
17. STANDARD TRACK GAUGE OF 4'-8 1/2" SHALL BE USED FOR STANDARD TRACK AND CURVED TRACK WITH RADIUS GREATER THAN 280'. TRACK GAUGE SHALL BE WIDENED TO 4'-8 3/4" FOR CURVED TRACK WITH A RADIUS SMALLER THAN 280'. 1
18. GAUGE WIDENING SHALL BE AT A RATE OF NOT MORE THAN 1/4" IN A DISTANCE OF 62 FEET, FULL GAUGE WIDENING SHALL BE ACCOMPLISHED ON THE TANGENTS IN APPROACH TO THE POINT OF CURVE AND REMOVED FOLLOWING THE POINT OF TANGENT IN UNSPIRALED CURVES. IN SPIRALED CURVES, GAUGE WIDENING SHALL BE APPLIED AND REMOVED OVER THE LENGTH OF THE SPIRALS. IF THE SPIRAL IS TOO SHORT FOR FULL GAUGE WIDENING TO BE ACCOMPLISHED WITHOUT THE RATE EXCEEDING 1/4" IN 62 FEET, SUFFICIENT GAUGE WIDENING SHALL BE PLACED IN THE APPROACH TANGENTS TO MEET THE RATE OF 1/4" IN 62 FEET. IF ADJACENT CURVES REQUIRING WIDENING ARE TOO CLOSE TOGETHER TO ALLOW RUN OUT OF THE GAUGE WIDENING, THE WIDENED GAUGE SHALL BE MAINTAINED BETWEEN THE CURVES.
19. REFER TO CIVIL PLANS FOR ADDITIONAL ROADWAY IMPROVEMENTS.
20. Eu IDENTIFIED IN THE CURVE TABLES ON THE PLAN AND PROFILE SHEETS IS BASED ON VELOCITY (V) AND NOT THE MAXIMUM ALLOWABLE VELOCITY (MAV). 1



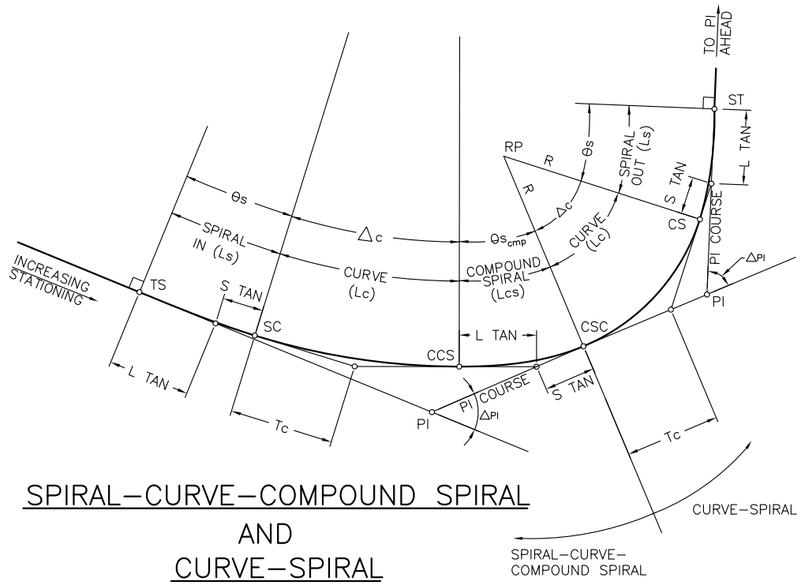
CIRCULAR CURVE



SPIRAL-SPIRAL



SPIRAL-CURVE-SPIRAL



SPIRAL-CURVE-COMPOUND SPIRAL AND CURVE-SPIRAL

CURVE NOTATION:

Lc	LENGTH OF CIRCULAR CURVE
Ls	LENGTH OF SPIRAL CURVE
Lcs	LENGTH OF COMPOUND SPIRAL CURVE
Θs	THETA, DEFLECTION ANGLE OF SPIRAL CURVE
Δc	DELTA, DEFLECTION ANGLE OF CIRCULAR CURVE
ΔPI	DELTA, DEFLECTION ANGLE OF PI
Tc	CIRCULAR CURVE TANGENT LENGTH
L TAN	SPIRAL LONG TANGENT LENGTH
S TAN	SPIRAL SHORT TANGENT LENGTH
R	RADIUS
RP	RADIAL POINT OF CIRCULAR CURVE
E	EXTERNAL DISTANCE
M	MID-ORDINATE
X	TANGENT DISTANCE FROM TS TO SC OR ST TO CS
Y	TANGENT OFFSET AT SC OR CS
DD	DEGREE OF CURVATURE = 5729.58/R (ARC DEFINITION)
CC	CENTER OF CURVATURE
PI	POINT OF INTERSECTION OF OVERALL CURVE
PC	POINT OF CHANGE FROM TANGENT TO CIRCULAR CURVE
PT	POINT OF CHANGE FROM CIRCULAR CURVE TO TANGENT
SC	POINT OF CHANGE FROM SPIRAL TO CIRCULAR CURVE
CS	POINT OF CHANGE FROM CIRCULAR CURVE TO SPIRAL
TS	POINT OF CHANGE FROM TANGENT TO SPIRAL
ST	POINT OF CHANGE FROM SPIRAL TO TANGENT
SS	POINT OF CHANGE FROM SPIRAL TO ANOTHER SPIRAL
PRS	POINT OF REVERSING SPIRALS
CCS	POINT OF CHANGE FROM CURVE TO COMPOUND SPIRAL
CSC	POINT OF CHANGE FROM COMPOUND SPIRAL TO CURVE
POT	POINT ON TANGENT
POC	POINT ON CIRCULAR CURVE
POS	POINT ON SPIRAL
SP1	POINT OF INTERSECTION SPIRAL

REV	DATE	DESCRIPTION
1	06.22.10	DM#0026 - K6001 SHEET CHANGES

STATE OF UTAH — Conformed Set 8-13-2010 — PROFESSIONAL ENGINEER

WilburSmith ASSOCIATES; DAVID EVANS AND ASSOCIATES INC.; Steve Greene & Associates, PLLC; Hatch Mott MacDonald

UTA — UTAH TRANSIT AUTHORITY

Approved By: _____

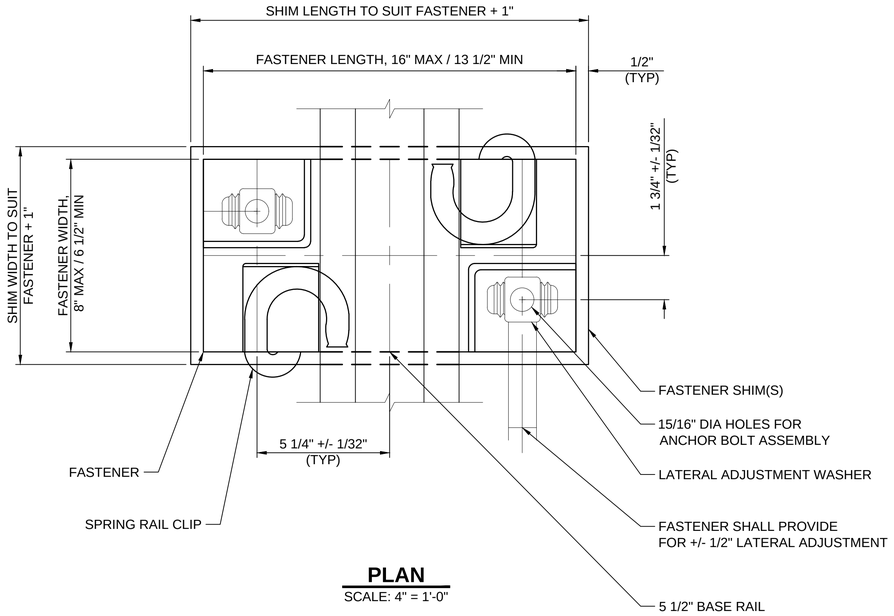
Designed By: J. BLAKE
Drawn By: J. DINSMORE
Checked By: J. BLAKE
Approved By: S. GREENE

AIRPORT LIGHT RAIL TRANSIT PROJECT

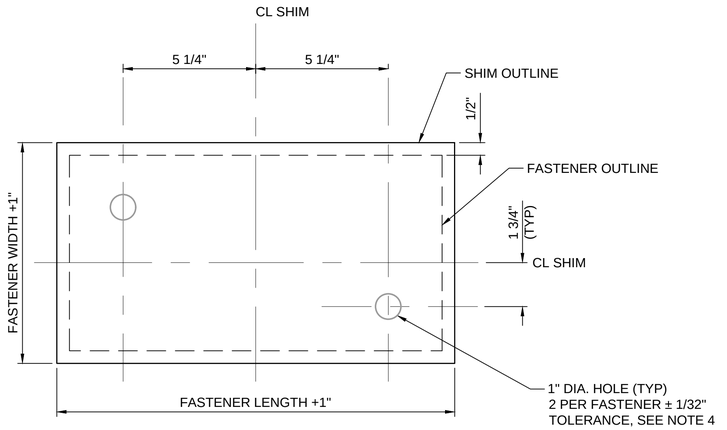
GENERAL TRACKWORK NOTES, CURVE DIAGRAMS AND NOTATIONS

Scale: NTS
CADD Filename: APAK6001.DWG
Submittal Date: JUNE 25, 2010
UTA Contract No.: UT08-002VT
Drawing No.: K6001
Sheet: 168 ~~101~~

Xrefs:
GB-SEAL-JS49219
xR200-GEN-TB22x34



PLAN
SCALE: 4" = 1'-0"



SHIM SHAPE AND HOLES SHALL BE COMPATIBLE WITH FASTENER SHAPE, SIZE & ANCHOR BOLT LOCATION.
MATERIAL: HIGH DENSITY POLYETHYLENE (HDPE)

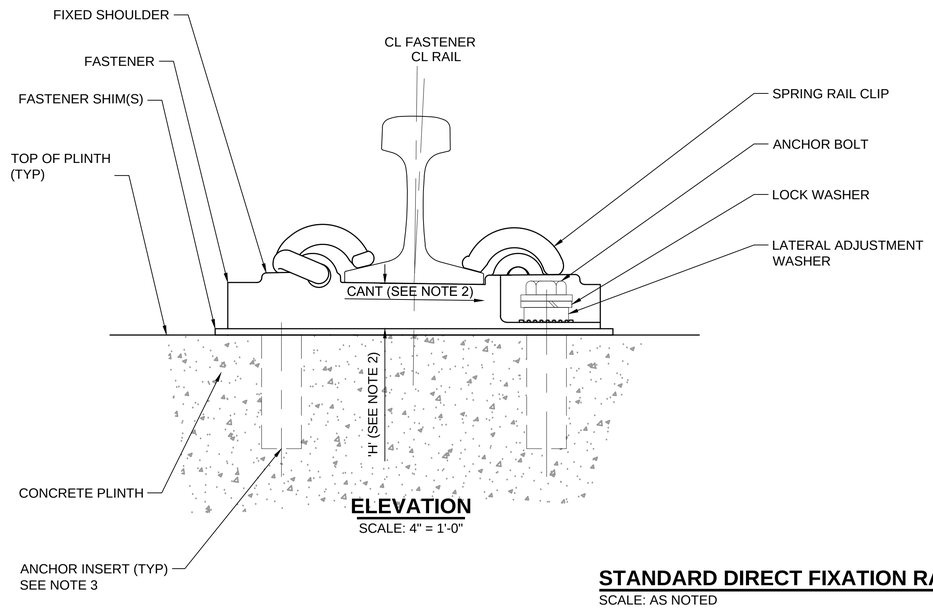
STANDARD SHIM CONFIGURATION
THICKNESSES: 1/16",1/8", 3/16", 1/4"
SCALE: 4" = 1'-0"

NOTES:

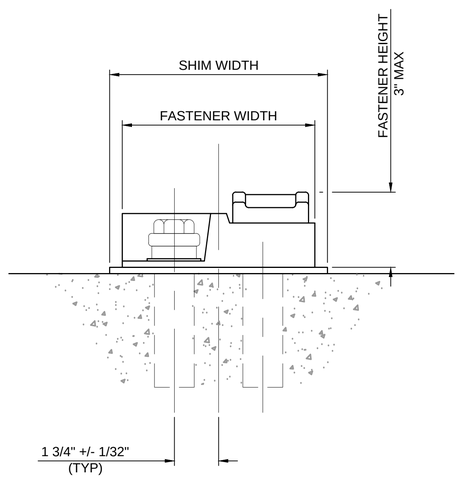
1. TOTAL NUMBER OF SHIMS PLACED UNDER RAIL FASTENER BODY FOR HEIGHT ADJUSTMENT SHALL BE LIMITED TO A MAXIMUM OF TWO SHIMS AND A MAXIMUM TOTAL THICKNESS OF 1/2".
2. STANDARD DIRECT FIXATION FASTENER SHOULD BE SUPPLIED WITH TWO TYPES OF CONFIGURATIONS:
   - 2.1. STANDARD DF FASTENERS WITH RAIL SEAT CANTED 1:40 FOR FASTENING RAIL ON MAINLINE PRIMARY TRACK. H=1 7/8"
   - 2.2. STANDARD DF FASTENERS WITH RAIL SEAT NON CANTED FOR FASTENING SINGLE RAIL WITHIN THE LIMIT OF TURNOUT AND CROSSOVER. H=1 1/2"
3. FOR ANCHOR INSERT DETAILS, SEE DWG L90-KAD103.
4. A MINIMUM OF ONE STANDARD SHIM SHALL BE PLACED UNDER EACH FASTENER. HOLE SHAPES FOR ADDITIONAL ADJUSTMENT SHIMS MAY BE SLOTTED PER MANUFACTURER RECOMMENDATIONS.

E-Clip DF Fasteners with HDPE Shim similar to Sound Transit Downtown Redmond Link Project.

Fastener Spacing
Curves over 755 FT Radius: 30" OC
Curves 755 to 300 FT: 27" OC
(Normally 500 FT Radius is upper limit but the curves between 500 to 755 FT Radius are compound curves between curves under 500 FT)
Curves 300 and Under: 24" OC with Restraining Rail on Inside Rail



ELEVATION
SCALE: 4" = 1'-0"



ELEVATION (NO RAIL OR CLIPS)
SCALE: 4" = 1'-0"

STANDARD DIRECT FIXATION RAIL FASTENER 1
SCALE: AS NOTED

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

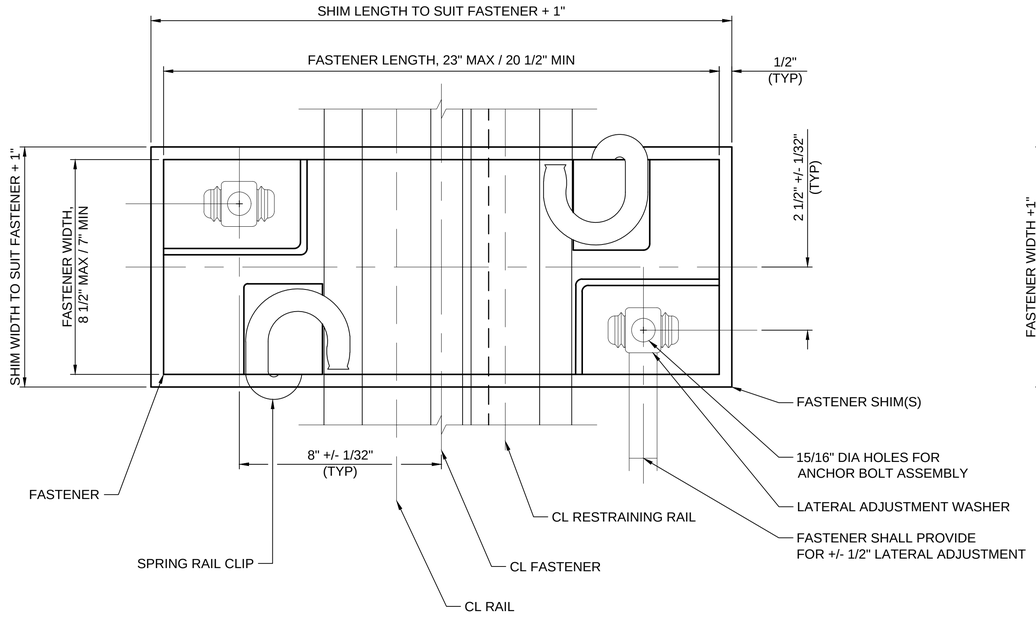
DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA
REVIEWED BY: J. SCHETTLER
SUBMITTED BY: R. GLEFFE
LINE IS 1" AT FULL SCALE
SCALE: 4" = 1'-0"
FILENAME: R200-L90-KAD100
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021
DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND
TRACKWORK - DIRECT FIXATION
STANDARD FASTENER DETAILS

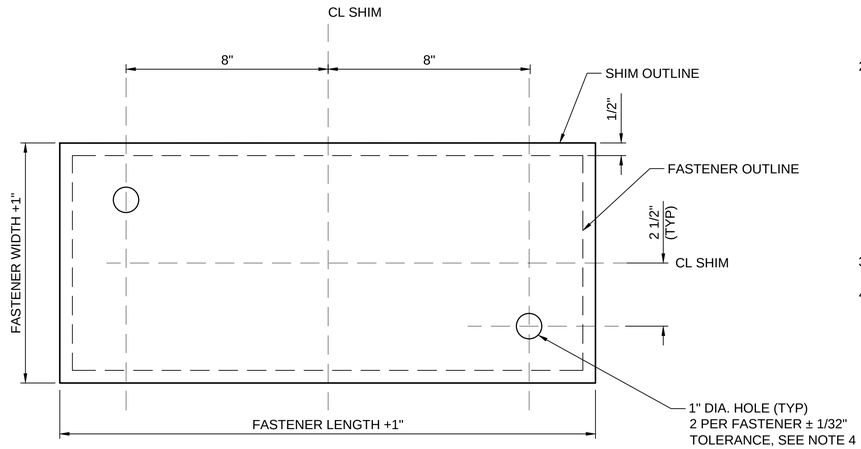
DRAWING No.: L90-KAD100
FACILITY ID: L90
SHEET No.: 0092
REV: 0

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05/20/21 | 8:49 PM | RENM
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Xrefs:
GB-SEAL-JS49219
xR200-GEN-TB22x34



PLAN VIEW
SCALE: 4" = 1'-0"



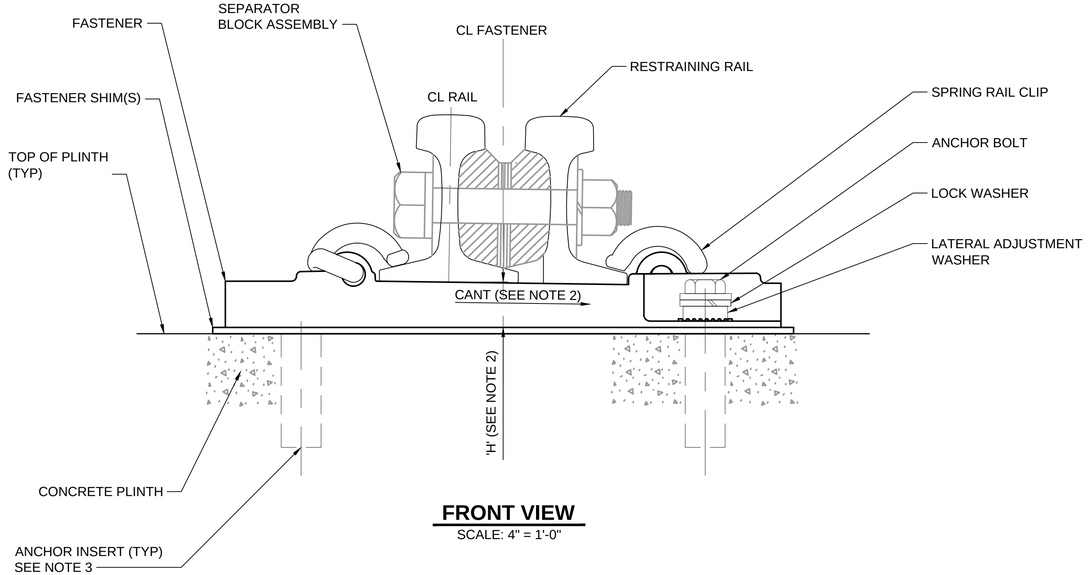
SHIM SHAPE AND HOLES SHALL BE COMPATIBLE WITH FASTENER SHAPE, SIZE & ANCHOR BOLT LOCATION.
MATERIAL: HIGH DENSITY POLYETHYLENE (HDPE)

STANDARD SHIM CONFIGURATION
THICKNESSES: 1/16", 1/8", 3/16", 1/4"
SCALE: 4" = 1'-0"

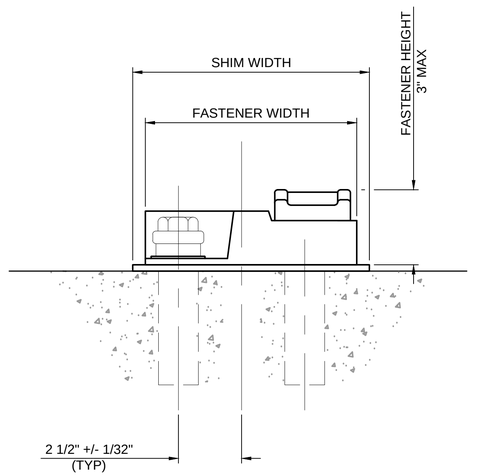
NOTES:

1. TOTAL NUMBER OF SHIMS PLACED UNDER RAIL FASTENER BODY FOR HEIGHT ADJUSTMENT SHALL BE LIMITED TO A MAXIMUM OF TWO SHIMS AND A MAXIMUM TOTAL THICKNESS OF 1/2 ".
2. STANDARD DIRECT FIXATION FASTENER SHOULD BE SUPPLIED WITH TWO TYPES OF CONFIGURATIONS:
   - 2.1. STANDARD FASTENERS WITH RAIL SEAT CANTED 1:40 FOR FASTENING RAIL ON MAINLINE PRIMARY TRACK. H=1 7/8"
   - 2.2. STANDARD SPECIAL TRACKWORK FASTENERS WITH RAIL SEAT NON CANTED FOR FASTENING SINGLE RAIL WITHIN THE LIMIT OF TURNOUT AND CROSSOVER. H=1 1/2"
3. FOR ANCHOR INSERT DETAILS, SEE DWG L90-KAD103.
4. A MINIMUM OF ONE STANDARD SHIM SHALL BE PLACED UNDER EACH FASTENER. HOLE SHAPES FOR ADDITIONAL ADJUSTMENT SHIMS MAY BE SLOTTED PER MANUFACTURER RECOMMENDATIONS.

E-Clip DF Restraining Rail Fasteners with HDPE Shim similar to Sound Transit Downtown Redmond Link Project.



FRONT VIEW
SCALE: 4" = 1'-0"



SIDE VIEW (NO RAIL OR CLIPS)
SCALE: 4" = 1'-0"

RESTRAINING RAIL DF RAIL FASTENER
SCALE: AS NOTED

1 / -

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA
REVIEWED BY: J. SCHETTLER
SUBMITTED BY: R. GLEFFE
LINE IS 1" AT FULL SCALE
SCALE: 4" = 1'-0"
FILENAME: R200-L90-KAD101
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021
DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND
TRACKWORK - DIRECT FIXATION
STANDARD RESTRAINING RAIL
FASTENER DETAILS

DRAWING No.: L90-KAD101
FACILITY ID: L90
SHEET No.: 0093
REV: 0

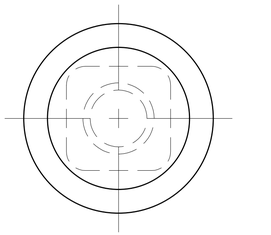
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Xrefs:
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xR200-GEN-TB22x34

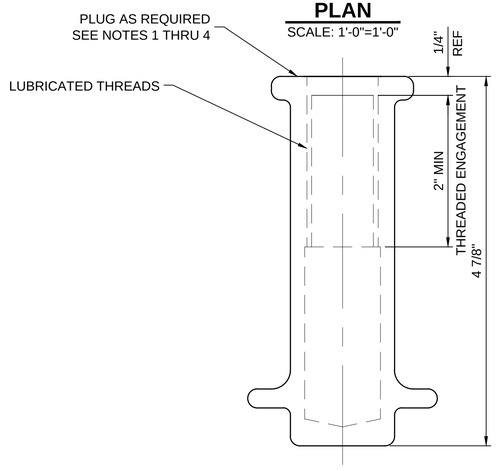
NOTES:

1. INSTALL PLUG INSERTS DURING CONSTRUCTION TO KEEP THE INSERTS CLEAN AND FREE OF FOREIGN MATERIAL.
2. THIN PLASTIC PUSH-IN THIMBLE TYPE PLUGS MAY BE USED FOR TEMPORARY PROTECTION OF THE THREADS AT THE CONTRACTORS OPTION. HOWEVER, THIN PLASTIC PUSH-IN THIMBLE TYPE PLUGS MAY NOT BE USED AS PERMANENT PLUGS ON INSERTS THAT ARE LEFT OPEN.
3. INSERTS THAT ARE LEFT OPEN AT THE CONCLUSION OF THE PROJECT SHALL BE PLUGGED WITH A REMOVABLE THREADED PLUG THAT IS FLUSH TO THE ADJACENT CONCRETE SURFACE.
4. PLUGS TO HAVE EITHER HEX OR SQUARE RECESS FOR WRENCH.
5. ANCHOR BOLTS SHALL BE CENTERED ON THEIR LOCKING WASHER +/- 1/8"

DF Fastener Epoxy Coated Anchor similar to Sound Transit Downtown Redmond Link Project.

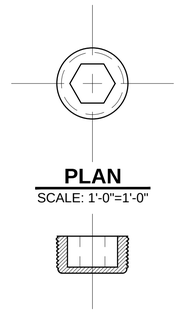


PLAN
SCALE: 1'-0"=1'-0"



ELEVATION
SCALE: 1'-0"=1'-0"

ANCHOR INSERT 1
SCALE AS NOTED



PLAN
SCALE: 1'-0"=1'-0"

ELEVATION
SCALE: 1'-0"=1'-0"

THREADED PLUG 2
SCALE AS NOTED

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA

JOLENE SERA — STATE OF WASHINGTON — 19919 — REGISTERED PROFESSIONAL ENGINEER — 06/09/21

REVIEWED BY: J. SCHETTLER
SUBMITTED BY: R. GLEFFE

LINE IS 1" AT FULL SCALE

SCALE: 1'-0" = 1'-0"
FILENAME: R200-L90-KAD103
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021

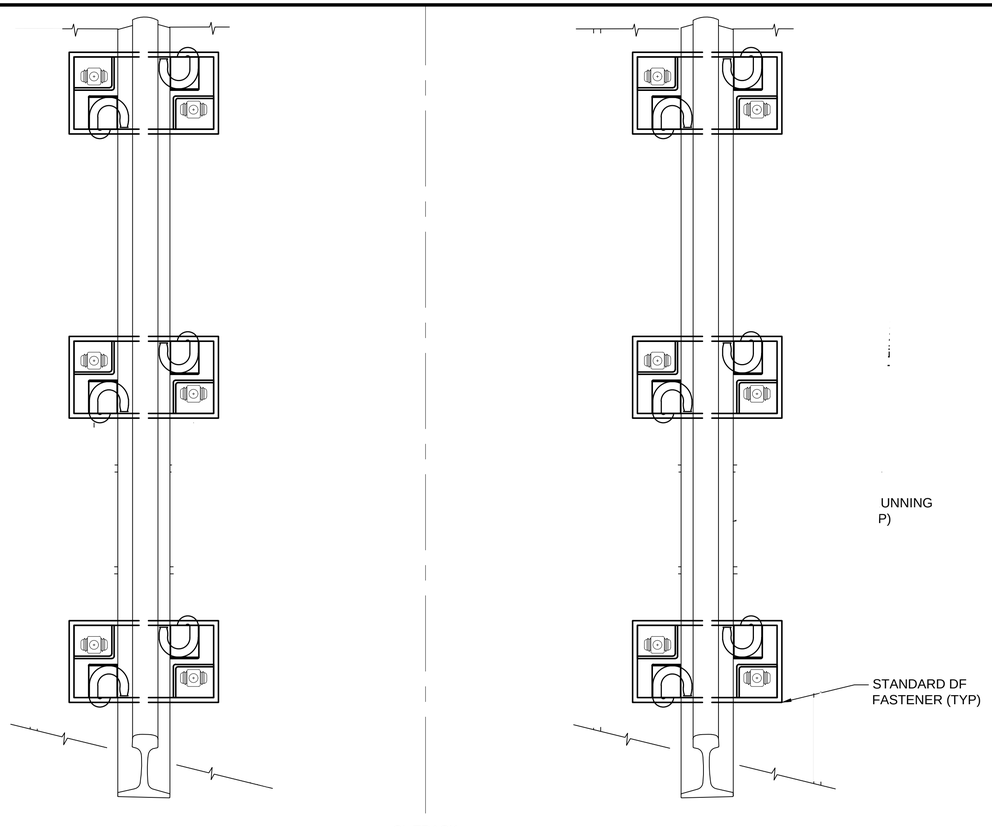
DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND
TRACKWORK - DIRECT FIXATION
PLINTH ANCHOR INSERT DETAILS

DRAWING No.: L90-KAD103
FACILITY ID: L90
SHEET No.: 0094
REV: 0

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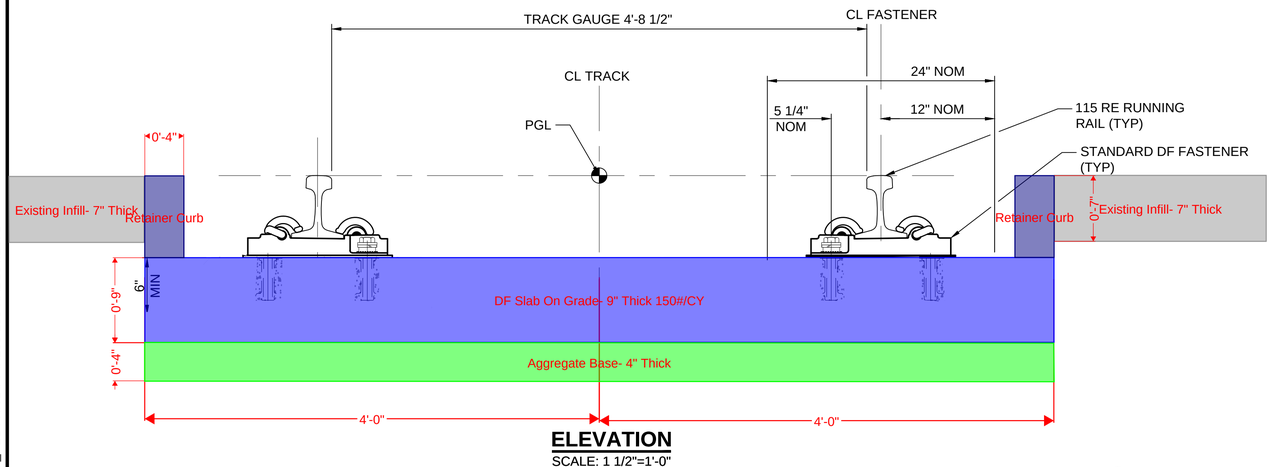
Xrefs:
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xR200-GEN-TB22x34



CL TRACK

PLAN

SCALE: 1 1/2"=1'-0"



ELEVATION

SCALE: 1 1/2"=1'-0"

DIRECT FIXATION TANGENT TRACK WITHOUT EMERGENCY GUARD RAIL INSTALLATION

SCALE AS NOTED

1
-

DF Slab on Grade, No Plinths for S-Curve Replacement.

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA

JOLENE SERA — STATE OF WASHINGTON — 22219 — REGISTERED PROFESSIONAL ENGINEER — 06/09/21

Jacobs
REVIEWED BY: J. SCHETTLER

SWK Stacy and Witbeck / Kuney
SUBMITTED BY: R. GLEFFE

SOUNDTRANSIT
LINE IS 1" AT FULL SCALE

SCALE: AS NOTED
FILENAME: R200-L90-KAD104
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021

DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND

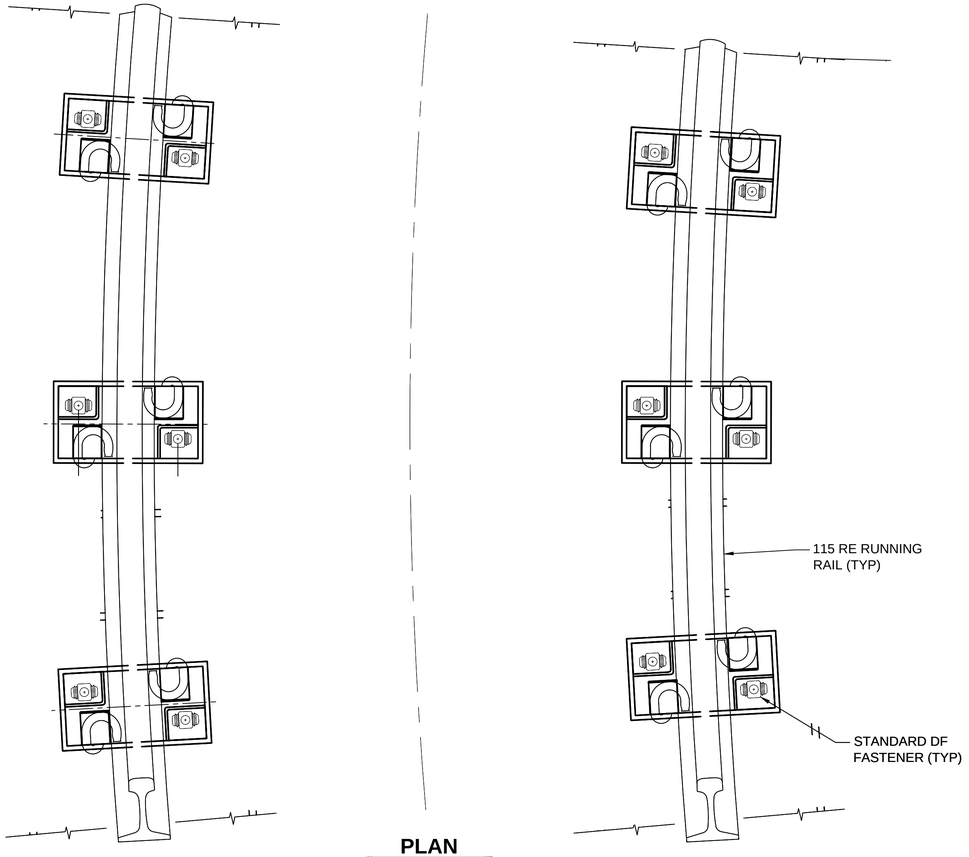
TRACKWORK - DIRECT FIXATION
TANGENT TRACK
WITHOUT EMERGENCY GUARD RAIL DETAILS

DRAWING No.: **L90-KAD104**
FACILITY ID: L90
SHEET No.: 0095
REV: 0

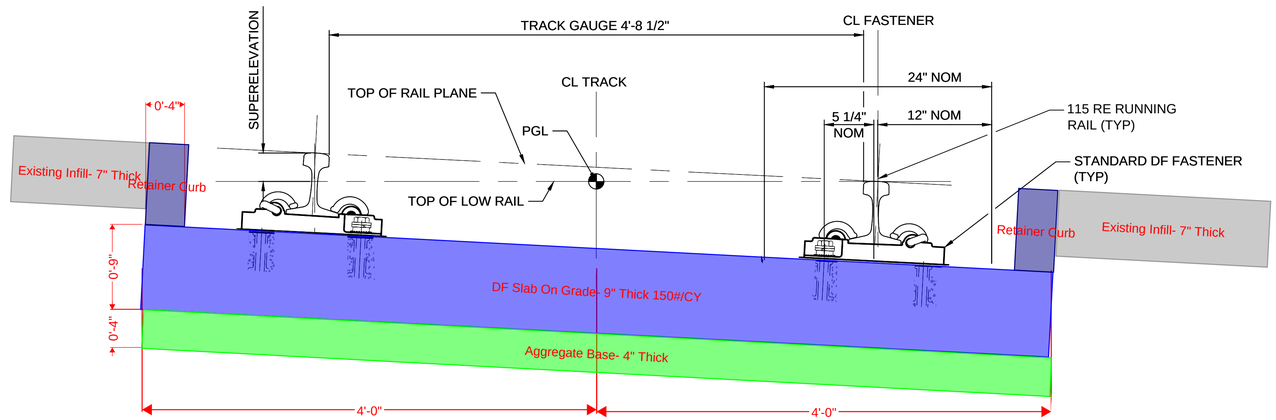
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Xrefs:
GB-SEAL-JS49219
xR200-GEN-TB22x34

DF Slab on Grade, No Plinths for
S-Curve Replacement.



PLAN
SCALE: 1 1/2"=1'-0"



ELEVATION
SCALE: 1 1/2"=1'-0"

DIRECT FIXATION CURVED AND SUPERELEVATED TRACK WITH RADIUS > 500 FT WITHOUT EMERGENCY GUARD RAIL INSTALLATION

1
-

SCALE AS NOTED

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA

JOLENE SERA — STATE OF WASHINGTON — 21219 — REGISTERED PROFESSIONAL ENGINEER — 06/09/21

Jacobs
REVIEWED BY: J. SCHETTLER

SWK Stacy and Witbeck / Kuney
SUBMITTED BY: R. GLEFFE

SOUNDTRANSIT
LINE IS 1" AT FULL SCALE

SCALE: AS NOTED
FILENAME: R200-L90-KAD105
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021

DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND

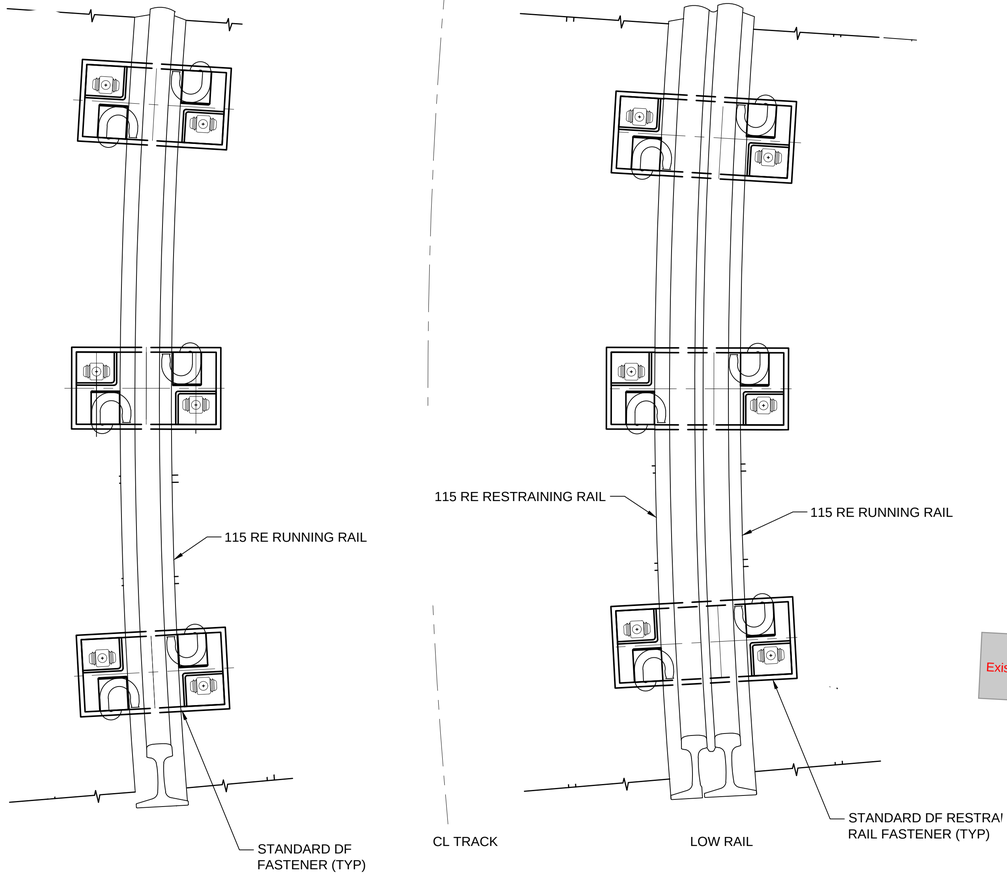
TRACKWORK - DIRECT FIXATION
CURVED TRACK, RADIUS > 500 FEET
WITHOUT EMERGENCY GUARD RAIL DETAILS

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FACILITY ID: L90
SHEET No.: 0096
REV: 0

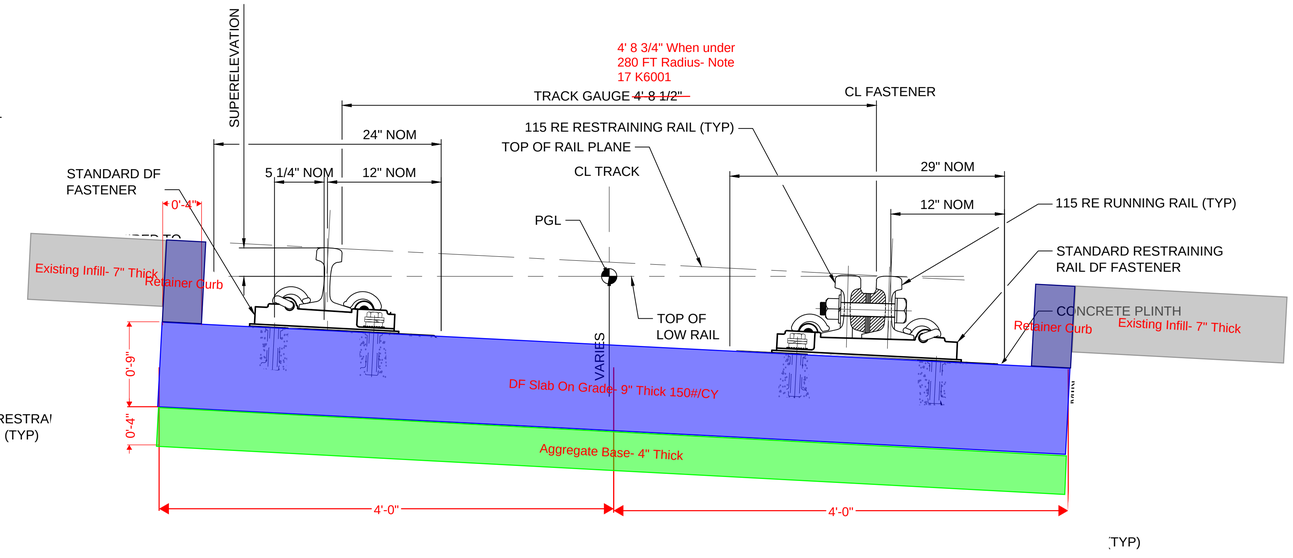
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Xrefs:
GB-SEAL-JS49219
xR200-GEN-TB22x34

DF Slab on Grade, No Plinths for
S-Curve Replacement.



PLAN
SCALE: 1 1/2"=1'-0"



ELEVATION
SCALE: 1 1/2"=1'-0"

DIRECT FIXATION CURVED AND SUPERELEVATED TRACK WITH RADIUS Ò500 FT WITH RESTRAINING RAIL INSTALLATION

1
-

SCALE AS NOTED

No.	DATE	DSN	CHK	APP	REVISION
0	06/14/2021	JS	DC	JS	ISSUED FOR CONSTRUCTION

DESIGNED BY: J. SERA
DRAWN BY: M. REN
CHECKED BY: D. CERNEY
APPROVED BY: J. SERA

JOLENE SERA — STATE OF WASHINGTON — 19919 — 06/09/21 — REGISTERED PROFESSIONAL ENGINEER

Jacobs
REVIEWED BY: J. SCHETTLER

SWK Stacy and Witbeck / Kuney
SUBMITTED BY: R. GLEFFE

SOUNDTRANSIT
LINE IS 1" AT FULL SCALE

SCALE: AS NOTED
FILENAME: R200-L90-KAD108
CONTRACT No.: RTA/CN 0148-18
DATE: 06/14/2021

DESIGN PACKAGE: HCGS
PERMIT INFORMATION:

DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND

TRACKWORK - DIRECT FIXATION
CURVED TRACK, RADIUS < 500 FEET
WITH RESTRAINING RAIL DETAILS

DRAWING No.: L90-KAD108
FACILITY ID: L90
SHEET No.: 0099
REV: 0

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-41 - Grade Crossing Replacement at Cottonwood Street on the Mid-Jordan Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-41 to the on-call infrastructure maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $244,217.

BACKGROUND:
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

DISCUSSION:

As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-41 is for removal and replacement of the at-grade crossing at Cottonwood Street on the Mid-Jordan Line with 160 TF (track feet) of embedded track crossing.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-41
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Period of Performance for TO 41: Apr. 31, 2022-Dec. 31, 2022
Existing Contract Value:	$15,019,049
Amendment Amount:	$244,217
New/Total Amount Contract Value:	$15,263,266
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: 1044FE8E-5765-4AD2-B429-A8CCE0A66A30

TASK ORDER NO# 22-41

TASK ORDER NAME: Cottonwood Street Grade Crossing Replacement

PROJECT CODE: SGR405 40-7405.68912

This is Task Order No. 22-41 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 #22-41 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is April 31, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $244,217.00. 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:

By: _____
Jay Fox, Executive Director Date
> $100,000

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

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

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

DocuSigned by:
Mike Bell
70B830115BA445E...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/22/2022

Stacy and Witbeck

December 30, 2021 On Call Services

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

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

Subject: 22-603 - Cottonwood St. Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Cottonwood St. on the Mid-Jordan Line with 160 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $13,946.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,230.00 – 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 $2,572.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $5,477.00 – 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 $8,814.00 – 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 $7,548.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,460.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Cottonwood St. Embedded Grade Crossing – 160 TF - $1,166.00 Per TF – Total $186,560.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 173 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 236 SF of sidewalk and curb and gutter
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 4 115# thermite welds, and 8 115#/133# compromise welds. Excludes weld testing. Weld testing included in Bid Item 3000

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

- Item 7080 – Embedded Track Construction - Includes construction of 160 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 10 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10’ transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 71 CY of excavation 18” below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.

Bid Item 8000 – Rail Salvage Credit – 6 TN – ($230/TN) – Total ($1,380.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 9000 – 2021 Xing Rail Salvage Credit – 40 TN – ($218/TN) – Total ($8,720.00) – This item is a credit for the rail salvage price for the rail removed on the crossings reconstructed in year 2021. Those crossings include, 7500 South, Redwood Road, 1300 West, 2700 West, 3200 West, and 4800 West. All these crossings are on the Mid-Jordan Line except 7500 South, which is on the Blue Line. Crossings were constructed from March 2021 to June 2021. Salvage price is based off quote provided by Western Metals Recycling in May of 2021, see attached.

Bid Item 10000 – Mobilization – 1 LS – Total $5,672.00 – 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 $17,038.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$244,217.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

12/30/2021 11:01
22-603 Cottonwood St. Embedded Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	13,946.00	13,946.00
1100	Permits & Regulatory Approvals	1.000	LS	2,230.00	2,230.00
2000	Safety Program & Administration	1.000	LS	2,572.00	2,572.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,477.00	5,477.00
3000	QC Program & Testing	1.000	LS	8,814.00	8,814.00
5000	Traffic & Pedestrian Control	1.000	LS	7,548.00	7,548.00
6000	Construction Survey/Layout	1.000	LS	4,460.00	4,460.00
7000	Cottonwood St Embedded Crossing	160.000	TF	1,166.00	186,560.00
8000	Rail Salvage Credit	6.000	TN	-230.00	-1,380.00
9000	2021 Xing Rail Salvage Credit	40.000	TN	-218.00	-8,720.00
10000	Mobilization	1.000	LS	5,672.00	5,672.00
		Subtotal			$227,179.00
100000	Fee (7.5%)	1.000	LS	17,038.00	17,038.00
		Bid Total ========>			$244,217.00

Collin Christensen

From: Gammell, Scott (WMR) <Scott.Gammell@wmrecycling.com>
Sent: Tuesday, May 25, 2021 4:06 PM
To: Collin Christensen
Cc: Adams, Casey (WMR)
Subject: May scrap pricing

Hi Collin,

May pricing for unprepared RR Rail into Provo or SLC is $218 NT.

Please let us know if you have any questions.

Thanks,

Scott Gammell
Commercial Buyer
Office: 801-373-4224
Mobile: 801-419-4677
Scott.gammell@wmrecycling.com
www.wmrecycling.com



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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-44 - Grade Crossing Replacement at East 9th Ave on the Mid-Jordan Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-44 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $204,448.

BACKGROUND:
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

DISCUSSION:
As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the

grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-44 is for removal and replacement of the at-grade crossing at East 9th Ave on the Mid-Jordan Line with 120 track feet (TF) of embedded track crossing.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-44
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Task Order 44 to be completed by December 31, 2022
Existing Contract Value:	$15,760,593.00
Amendment Amount:	$204,448.00
New/Total Amount Contract Value:	$15,965,041.00
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: DBC7AC8A-574A-45DA-89CF-D5ACD040EFA5

TASK ORDER NO# 22-44

TASK ORDER NAME: East 9th Avenue Grade Crossing Replacement

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-44 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 #22-44 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $204,448.00. 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:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
361F15F838704A9...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/28/2022

DocuSign Envelope ID: DBC7AC8A-574A-45DA-89CF-D5ACD040EFA5

Stacy and Witbeck

January 7, 2022 On Call Services

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

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

Subject: 22-604 - East 9th Ave. Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at East 9th Ave. on the Mid-Jordan Line with 120 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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

DocuSign Envelope ID: DBC7AC8A-574A-45DA-89CF-D5ACD040EFA5

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $17,041.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,240.00 – 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 $3,755.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $5,503.00 – 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 $9,672.00 – 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 $7,584.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,481.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – East 9th Ave. Embedded Grade Crossing – 120 TF - $1,128.00 Per TF – Total $135,360.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 36 SY of AC paving for a section of 2’ on east side of the tracks. The entire asphalt section will not be replaced on this crossing
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 221 SF of sidewalk and curb and gutter
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

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

DocuSign Envelope ID: DBC7AC8A-574A-45DA-89CF-D5ACD040EFA5

- Item 7080 – Embedded Track Construction - Includes construction of 120 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 10 TF (60 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10’ transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 53 CY of excavation 18” below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.
- Item 7200 – This item is for temporary traffic access over the crossing during construction as there is no alternative access for businesses and public on the east side of the crossing. Steel plates will need to be swapped back and forth over the work to facilitate traffic access.

Bid Item 8000 – Rail Salvage Credit – 5 TN – ($230/TN) – Total ($1,150.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $5,699.00 – 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 $14,263.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$204,448.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

DocuSign Envelope ID: DBC7AC8A-574A-45DA-89CF-D5ACD040EFA5

01/07/2022 14:21
22-604 East 9th Ave. Embedded Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	17,041.00	17,041.00
1100	Permits & Regulatory Approvals	1.000	LS	2,240.00	2,240.00
2000	Safety Program & Administration	1.000	LS	3,755.00	3,755.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,503.00	5,503.00
3000	QC Program & Testing	1.000	LS	9,672.00	9,672.00
5000	Traffic & Pedestrian Control	1.000	LS	7,584.00	7,584.00
6000	Construction Survey/Layout	1.000	LS	4,481.00	4,481.00
7000	East 9th Ave. Embedded Crossing	120.000	TF	1,128.00	135,360.00
8000	Rail Salvage Credit	5.000	TN	-230.00	-1,150.00
10000	Mobilization	1.000	LS	5,699.00	5,699.00
		Subtotal			$190,185.00
100000	Fee (7.5%)	1.000	LS	14,263.00	14,263.00
		Bid Total ========>			$204,448.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-45 - Grade Crossing Replacement at Pioneer Road on the Blue Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-45 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $684,618.

BACKGROUND:
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

DISCUSSION:

As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-45 is for removal and replacement of the at-grade crossing at Pioneer Road on the TRAX Blue Line with 630 track feet (TF) of embedded track crossing.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-45
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Completion date for task order 45 is December 31, 2022
Existing Contract Value:	$15,965,041
Amendment Amount:	$684,618
New/Total Amount Contract Value:	$16,649,659
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: 7AE09C98-84E4-47AD-BFE3-D8187A49D6EE

TASK ORDER NO# 22-45

TASK ORDER NAME: Pioneer Crossing Grade Crossing

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-45 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 #22-45 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $684,618.00. 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:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
3815BF9B870449...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen ACA3AB62608B4E2...

Date: 3/30/2022

DocuSign Envelope ID: 7AE09C98-84E4-47AD-BFE3-D8187A49D6EE

Stacy and Witbeck

January 10, 2022 On Call Services

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

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

Subject: 22-605 - Pioneer Rd. Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Pioneer Rd on Blue Line with 630 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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

DocuSign Envelope ID: 7AE09C98-84E4-47AD-BFE3-D8187A49D6EE

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $38,172.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,227.00 – 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 $3,914.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $8,171.00 – 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 $15,792.00 – 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 $12,727.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,455.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Pioneer Rd. Embedded Grade Crossing – 630 TF - $875.00 Per TF – Total $551,250.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 497 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 100 SF of curb and gutter.
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding – Includes 20 thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 630 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.

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

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- Item 7090 – Ballasted Track Construction - Includes 10 TF (40 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10' transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 280 CY of excavation 18" below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.

Bid Item 8000 – Rail Salvage Credit – 24 TN – ($230/TN) – Total ($5,520.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $5,666.00 – 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 $47,764.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$684,618.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

DocuSign Envelope ID: 7AE09C98-84E4-47AD-BFE3-D8187A49D6EE

01/10/2022 14:35
22-605 Pioneer Embedded Crossing
*** Collin Christensen, CC

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	38,172.00	38,172.00
1100	Permits & Regulatory Approvals	1.000	LS	2,227.00	2,227.00
2000	Safety Program & Administration	1.000	LS	3,914.00	3,914.00
2500	Key Personnel Travel & Subsistence	1.000	LS	8,171.00	8,171.00
3000	QC Program & Testing	1.000	LS	15,792.00	15,792.00
5000	Traffic & Pedestrian Control	1.000	LS	12,727.00	12,727.00
6000	Construction Survey/Layout	1.000	LS	4,455.00	4,455.00
7000	Pioneer Rd. Embedded Crossing	630.000	TF	875.00	551,250.00
8000	Rail Salvage Credit	24.000	TN	-230.00	-5,520.00
10000	Mobilization	1.000	LS	5,666.00	5,666.00
		Subtotal			$636,854.00
100000	Fee (7.5%)	1.000	LS	47,764.00	47,764.00
		Bid Total ========>			$684,618.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-46 - Grade Crossing Replacement at 2200 West on the Mid-Jordan Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-46 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $251,783.

BACKGROUND:
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

DISCUSSION:

As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-46 is for removal and replacement of the at-grade crossing at 2200 West on the Mid-Jordan Line with 160 track feet (TF) of embedded track crossing on the Mid-Jordan Line.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-46
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Completion date for task order 46 is December 31, 2022
Existing Contract Value:	$16,649,659
Amendment Amount:	$251,783
New/Total Amount Contract Value:	$16,901,442
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: 3C7F1826-A7BA-4498-A76D-0F3D18A445ED

TASK ORDER NO# 22-46

TASK ORDER NAME: 2200 West Grade Crossing Replacement

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-46 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 #22-46 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $251,783.00. 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:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
3611165838704A9...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen ACA3AB62608B4E2...

Date: 3/27/2022

DocuSign Envelope ID: 3C7F1826-A7BA-4498-A76D-0F3D18A445ED

Stacy and Witbeck

January 12, 2022 On Call Services

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

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

Subject: 22-606 - 2200 West Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 2200 West on the Mid-Jordan Line with 160 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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801.666.7840 (office) 801.432.7849 (fax)

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Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $13,967.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,233.00 – 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 $2,576.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $5,486.00 – 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 $8,827.00 – 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 $7,560.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,467.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 2200 West Embedded Grade Crossing – 160 TF - $1,155.00 Per TF – Total $184,800.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 138 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 411 SF of sidewalk and curb and gutter
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

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DocuSign Envelope ID: 3C7F1826-A7BA-4498-A76D-0F3D18A445ED

- Item 7080 – Embedded Track Construction - Includes construction of 160 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 10 TF (40 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10’ transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 71 CY of excavation 18” below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.

Bid Item 8000 – Rail Salvage Credit – 6 TN – ($230/TN) – Total ($1,380.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $5,681.00 – 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 $17,566.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$251,783.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

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01/12/2022 15:59
22-606 2200 West Embedded Crossing
*** Collin Christensen, CC

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	13,967.00	13,967.00
1100	Permits & Regulatory Approvals	1.000	LS	2,233.00	2,233.00
2000	Safety Program & Administration	1.000	LS	2,576.00	2,576.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,486.00	5,486.00
3000	QC Program & Testing	1.000	LS	8,827.00	8,827.00
5000	Traffic & Pedestrian Control	1.000	LS	7,560.00	7,560.00
6000	Construction Survey/Layout	1.000	LS	4,467.00	4,467.00
7000	2200 West Embedded Crossing	160.000	TF	1,155.00	184,800.00
8000	Rail Salvage Credit	6.000	TN	-230.00	-1,380.00
10000	Mobilization	1.000	LS	5,681.00	5,681.00
		Subtotal			$234,217.00
100000	Fee (7.5%)	1.000	LS	17,566.00	17,566.00
		Bid Total ========>			$251,783.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-47 - Grade Crossing Replacement at Lester Street on the West Valley Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-47 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $226,542.

BACKGROUND:
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

DISCUSSION:

As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-47 is for removal and replacement of the at-grade crossing at Lester Street on the West Valley Line with 128 track feet (TF) of embedded track crossing.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-47
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Completion date for task order 47 is December 31, 2022
Existing Contract Value:	$16,901,442
Amendment Amount:	$226,542
New/Total Amount Contract Value:	$17,127,984
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: BA142F26-42AD-4A2C-A2F7-32A30F9C3EB3

TASK ORDER NO# 22-47

TASK ORDER NAME: Lester Street Grade Crossing Replacement

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-47 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 #22-47 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $226,542.00. 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:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
261F1B83B7B4B...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen ACA3AB02608B4E2...

Date: 3/27/2022

DocuSign Envelope ID: BA142F26-42AD-4A2C-A2F7-32A30F9C3EB3

Stacy and Witbeck

January 13, 2022 On Call Services

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

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

Subject: 22-607 - Lester St. Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Lester St. on the West Valley Line with 128 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: BA142F26-42AD-4A2C-A2F7-32A30F9C3EB3

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $13,988.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,237.00 – 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 $2,580.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $5,494.00 – 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 $8,831.00 – 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 $7,571.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,473.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Lester St. Embedded Grade Crossing – 128 TF - $1,258.00 Per TF – Total $161,024.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 133 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 245 SF of sidewalk and curb and gutter
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

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801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: BA142F26-42AD-4A2C-A2F7-32A30F9C3EB3

- Item 7080 – Embedded Track Construction - Includes construction of 128 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 10 TF (40 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10’ transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 57 CY of excavation 18” below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.

Bid Item 8000 – Rail Salvage Credit – 6 TN – ($230/TN) – Total ($1,150.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $5,689.00 – 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 $15,805.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$226,542.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

DocuSign Envelope ID: BA142F26-42AD-4A2C-A2F7-32A30F9C3EB3

01/13/2022 13:48
22-607 Lester St. Embedded Crossing
*** Collin Christensen, CC

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	13,988.00	13,988.00
1100	Permits & Regulatory Approvals	1.000	LS	2,237.00	2,237.00
2000	Safety Program & Administration	1.000	LS	2,580.00	2,580.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,494.00	5,494.00
3000	QC Program & Testing	1.000	LS	8,831.00	8,831.00
5000	Traffic & Pedestrian Control	1.000	LS	7,571.00	7,571.00
6000	Construction Survey/Layout	1.000	LS	4,473.00	4,473.00
7000	Lester St. Embedded Crossing	128.000	TF	1,258.00	161,024.00
8000	Rail Salvage Credit	5.000	TN	-230.00	-1,150.00
10000	Mobilization	1.000	LS	5,689.00	5,689.00
		Subtotal			$210,737.00
100000	Fee (7.5%)	1.000	LS	15,805.00	15,805.00
		Bid Total ========>			$226,542.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-48 - Grade Crossing Replacement at Maple Way on the West Valley Line (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-48 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $219,347.

BACKGROUND:
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

DISCUSSION:

As part of the on-going state of good repair activities, UTA is planning to complete full replacement of the grade crossings at six locations along our rail corridors this year. These grade crossing 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. Each grade crossing will be replaced under a separate Task Order. Task Order #22-48 is for removal and replacement of the at-grade crossing at Maple Way on the West Valley Line with 130 track feet (TF) of embedded track crossing.

The Task Orders have 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-48
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Completion date for task order 48 is December 31, 2022
Existing Contract Value:	$17,127,984
Amendment Amount:	$219,347
New/Total Amount Contract Value:	$17,347,331
Procurement Method:	RFP best value modification
Funding Sources:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

1) Task Order

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TASK ORDER NO# 22-48

TASK ORDER NAME: Maple Way Grade Crossing Replacement

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-48 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 #22-48 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $219,347.00. 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:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $75,000

By: _____
Kyle Stockley, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell
361F15F838704A9...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/27/2022

DocuSign Envelope ID: 32755CD9-8E9D-4134-A602-58C2D3B352E2

Stacy and Witbeck

January 14, 2022 On Call Services

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

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

Subject: 22-608 - Maple Way Embedded Grade Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Maple Way on the West Valley Line with 130 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
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

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.

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

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Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $13,994.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,238.00 – 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 $2,581.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $5,496.00 – 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 $8,834.00 – 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 $7,574.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 3200 West. Includes all traffic control devices and signage.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,475.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Maple Way Embedded Grade Crossing – 130 TF - $1,187.00 Per TF – Total $154,310.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- 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 138 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 85 SF of sidewalk and curb and gutter
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

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801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: 32755CD9-8E9D-4134-A602-58C2D3B352E2

- Item 7080 – Embedded Track Construction - Includes construction of 130 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 10 TF (40 TF total) of construction and hand dressing of ballasted track on each end of the embedded track sections. Includes installation of new 10’ transition ties (5 ties on each end). Purchase of ties not included in this proposal.
- Item 7100 – Stabilization Rock/Fabric – 58 CY of excavation 18” below the bottom elevation of the sub-ballast. Includes purchase and placement of geo-grid material and stabilization fabric, and placement of stabilization rock. This will only be performed and billed for if all parties determine stabilization is necessary.

Bid Item 8000 – Rail Salvage Credit – 5 TN – ($230/TN) – Total ($1,150.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $5,692.00 – 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 $15,303.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$219,347.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

DocuSign Envelope ID: 32755CD9-8E9D-4134-A602-58C2D3B352E2

01/14/2022 11:21
22-608 Maple Way Embedded Crossing
*** Collin Christensen, CC

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	13,994.00	13,994.00
1100	Permits & Regulatory Approvals	1.000	LS	2,238.00	2,238.00
2000	Safety Program & Administration	1.000	LS	2,581.00	2,581.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,496.00	5,496.00
3000	QC Program & Testing	1.000	LS	8,834.00	8,834.00
5000	Traffic & Pedestrian Control	1.000	LS	7,574.00	7,574.00
6000	Construction Survey/Layout	1.000	LS	4,475.00	4,475.00
7000	Maple Way Embedded Crossing	130.000	TF	1,187.00	154,310.00
8000	Rail Salvage Credit	5.000	TN	-230.00	-1,150.00
10000	Mobilization	1.000	LS	5,692.00	5,692.00
		Subtotal			$204,044.00
100000	Fee (7.5%)	1.000	LS	15,303.00	15,303.00
		Bid Total ========>			$219,347.00

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development and Sales Camille Glenn, Manager Light Rail Operations

TITLE:

Sponsored Service and Complementary Fare: Salt Lake Marathon Service and Pass Agreement (High Altitude Special Events "HASE")

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute a Service and Pass Agreement with High Altitude Special Events for the Salt Lake Marathon.

BACKGROUND:

UTA and High-Altitude Special Events ("HASE") have historically worked together to provide transportation to and from its event, the Salt Lake City Marathon ("Marathon").

In previous years to assist riders in reaching the start line, UTA augmented existing morning TRAX service to include 12 additional trips starting at 3:00 AM. This is about 2 hours before regular service starts. This additional early morning service was open to all the riding public and was paid for by HASE at a negotiated rate calculated to cover UTA's operating costs. The rate also included extra UTA police support. Additionally, HASE partnered with UTA to pay the transit fare for Marathon participants/runners. Runner's bibs, race shirts, and volunteer shirts were accepted as valid fare to ride transit on the day of the event. This is considered by UTA to be "ticket-as-fare." HASE provided in-kind marketing in lieu of monetary payment for fare.

Last July, UTA approved resolution R2021-07-08 authorizing UTA to provide free fare to qualified events that do not require additional service beyond UTA's base service. The Marathon does require additional service, therefore Board approval to offer the fare in 2022 without charge, free fare, for this event is required.

DISCUSSION:
The Marathon will take place on Saturday, April 23, 2022. As part of the agreement, HASE will contract with UTA to provide additional morning service on TRAX to assure participants get to the start line in time for the race start. UTA will also provide additional police support that will be paid for by HASE. The price of the additional service and support is $11,955 (see fiscal impact section for additional details).

UTA will also partner with HASE to provide ticket-as-fare. Marathon runners may use their race bib to ride UTA services on the day of the event. The value of the fare is estimated to be $8,960 and is based on historical usage of UTA service (see fiscal impact section for additional details). The Marathon will offer UTA in-kind marketing in lieu of monetary payment for fare. This is consistent with resolution R2021-07-08, approving free fare to select events.

ALTERNATIVES:

1. Do not offer early morning service to the Marathon and require HASE to make alternate arrangements.
2. Require HASE to pay for the transit FARE used by authorized users

FISCAL IMPACT:
The total value of service is estimated to be $11,995 and is detailed below:

Item	**Price**
Early Service	$ 7,155
Police Service	$ 4,800
Total Contract Value	**$ 11,955**

The total value of transit Fare is estimated to be $8,963 offset by in-kind marketing. Calculation detailed below:

A. Round-Trip #	1,195
B. Round Trip Value (A X $5)	**$ 5,975**
C. One-Way #	1,195
D. Single Pass Value (C X $2.50)	**$ 2,988**
Total (B + D)	**$ 8,963**

ATTACHMENTS:
Contract 22-f0269

DocuSign Envelope ID: 9BCDE988-1055-4F2E-8D44-2F21393D5C7F

SALT LAKE CITY MARATHON SERVICE AND PASS AGREEMENT

This Salt Lake City Marathon Pass Agreement ("Agreement") is made this 23 day of April, 2022 ("Effective Date") between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS ("HASE" or "SPONSOR")), an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA").

RECITALS

WHEREAS HASE is sponsoring a Marathon in Salt Lake City, Utah on April 23, 2022 ("Marathon" or "Event") and anticipates over 2,000 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation services to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount parking needed; and

WHEREAS UTA provides light rail service in and around Salt Lake City and is willing and able to assist in providing additional TRAX and Police services for Marathon participants; and

WHEREAS SPONSOR is willing to pay for additional TRAX and UTA police services; and

WHEREAS Sponsor desires that Event items as described below be accepted by UTA as valid fare for transportation to its Event using UTA's transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment-in-kind for fares from Sponsor consisting of marketing and promotional activities for the UTA transit system; and

AGREEMENT

NOW THEREFORE, on the stated 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. Additional TRAX Early Service.

   A. Additional TRAX and Police Service. UTA agrees to provide eleven early service TRAX trains consisting of six trains on the Red Line and five trains on the Blue Line to provide transportation for Marathon participants to the Marathon's starting line at the University of Utah Medical Center.

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B. Additional Police Services. UTA agrees to provide two UTA sergeants and six transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

C. Payment for Additional TRAX and Police Service. The value of the Early Service, Police Services, and Participant Passes provided by UTA to HASE is $11,955.00 as shown in the table below. HASE shall pay UTA the amount no later than April 14, 2022 UTA shall issue an invoice to HASE for payment. HASE shall pay the amount invoiced within thirty (30) days of the date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid thirty (30) days from date of invoice.

Item	Price
Early Service	$ 7,155
Police Service *(8 officers for 8 hours at the rate of $55 per hour)*	$ 4,800
Total Contract Value	**$ 11,955**

2. Participant Passes and Payment in Kind

A. Passes. UTA agrees to accept Participants' Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare for travel on TRAX trains, local bus routes, and FrontRunner trains ("Authorized Services") on the date of the Marathon. Race bibs, Race Official shirts, and Race Volunteer shirts will not be accepted as valid fare on any other UTA service, including but not limited to, Paratransit service, express bus service, Park City Connect Service, or Ski Bus service. A Marathon participant's failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of a citation and/or fine. Race bibs, Race Official shirts, and Race Volunteer shirts are not

a. transferrable for the purposes of travel on Authorized Services and shall not be accepted as valid fare on any other date.

B. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package as referenced in Exhibit A "Marketing Package". The marketing package shall promote use of UTA's transit system and shall be subject to pre-approval by UTA and by Sponsor.

Participant Passes*	**$ 0**
**No fare will be charged for passes for the 2022 marathon*	

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3. Public Transit Services. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Official Race Bib, Race Shirt or Volunteer Shirt as Authorized Proof of Fare to UTA bus operators and fare inspectors. Users who do not have possession of Authorized Proof of Fare must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

4. Term. This Agreement is applicable to the Salt Lake Marathon to be held on April 23, 2022 and to no other event of occasion.

5. Termination. Either party may terminate this Agreement, with or without cause, by delivering written notice to the other party fourteen (14) days prior to the stated date of termination. If either party terminates this Agreement after April 14, 2022, the non-terminating party is entitled to its costs reasonably incurred in anticipation of performance of this Agreement.

6. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

8. Costs and Attorney's 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.

9. Notices. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

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HASE:	Utah Transit Authority:
Steve Bingham-Hawk	Kensey Kunkel
11485 Old US Highway 285	669 West 200 South
Suite 202	Salt Lake City, Utah 84101
Conifer, CO 80433	
Phone: 720-608-4715	801-741-8806
Email: steve@highaltitudeevents.com	kkunkel@rideuta.com

10. Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

11. Non-Discrimination. HASE agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

12. Successors and Assigns. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

13. Amendments. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

14. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

15. Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

16. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any

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other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

17. Force Majeure. In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses. UTA shall not be liable for damages if service is terminated or curtailed under this provision.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By _____
Monica Morton
Fares Director

By _____
Kensey Kunkel
Mgr. Business Development- Sales

Approved as to Form
DocuSigned by:
Mike Bell
70E33A415BA44F6...
Legal Counsel

CRSEM, LLC dba
HIGH ALTITUDE SPECIAL EVENTS

By DocuSigned by: Steve Bingham-Hawk ADEE8577B6334D0... 3/22/2022
Steve Bingham-Hawk
Regional Director

DocuSign Envelope ID: 9BCDE988-1055-4F2E-8D44-2F21393D5C7F

Exhibit "A"
Marketing Package

Details of Package:

Designation and Status

- **UTA** will receive "**Basecamp Partner**" sponsor status
- **UTA** can use the Event name and logo in any and all print, and Internet advertising, subject to prior approval by HASEM.

Advertising and Marketing Exposure

- **UTA** included in one (1) social media post (Facebook, Instagram, and Twitter)
- **UTA** materials included in runner goody bags and Virtual Race Bags.
- **UTA** logo as a live link on event website under "sponsors" section on home page and sponsor page

Health and Fitness Expo

- **10'x10'** exhibitor space at the Quality of Life Expo. **UTA** responsible for providing own equipment or renting equipment through the Event's exclusive equipment vendor at the cost of **UTA.**
- Ability to distribute promotional items at the expo (subject to approval by marathon organizers).

On-Site (Race Day)

- One (1) **10x10** exhibitor space at the finish post-race festival. **UTA** responsible for providing own equipment or renting equipment through the Event's exclusive equipment vendor at the cost of **UTA.**
- Ability to distribute promotional items in the finish line festival
- Five (5) complimentary passes to be used as cross-promotional giveaways

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Michelle Wallace, Acting Regional General Manager Ogden BU Kensey Kunkel, Manager Business Dev. & Sales

TITLE:

Fare Agreement: Ski Bus Service - Amendment 2 (Snowbasin Resort Company)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Ratify Amendment 2 to the Ski Bus Agreement with Snowbasin Resort Company

BACKGROUND:
Utah Transit Authority and Snowbasin Resort Company ("the Resort") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For over 20 years, the Resort has contracted with UTA to provide transit service to employees and Ski Pass holders.

On December 1, 2021, The UTA Board of trustees approved and authorized the Executive Director to execute Amendment 1 to the Ski Bus Agreement with Snowbasin Resort Company. The value of the contract for the 2021-22 Ski Season was $46,380 for Ski Bus Service from December 1, 2021 through March 27, 2022.

DISCUSSION:
In the spirit of Snowbasin and UTA's working relationship, both partners desire to extend a certain route covered under the contract for one additional week of service through Sunday, April 3, 2022.

CONTRACT SUMMARY:

Contractor Name:	Snowbasin Resort Company
Contract Number:	20-F0152-A2
Base Contract Effective Dates:	December 1, 2021 Through March 27, 2022
Extended Contract Dates:	December 1, 2021 Through April 3, 2022
Existing Contract Value:	$92,677
Amendment Amount:	$2,487
New/Total Amount Contract Value:	$95,164
Procurement Method:	NA
Funding Sources:	Snowbasin Resort Company

ALTERNATIVES:

Refuse to ratify extension and damage valuable partner relationship

---

FISCAL IMPACT:

Additional $2,487 in operational revenue

ATTACHMENTS:

1. Amendment: 2022-04-13_Snowbasin_A2

SKI BUS SERVICE AGREEMENT
SNOWBASIN RESORT COMPANY
Amendment no. 2

Background:

Utah Transit Authority and Snowbasin Resort Company entered into a Ski Bus Service Agreement Renewal Amendment on December 1, 2021, to provide the opportunity for public transit for patrons and employees in order to reduce congestion, improve air quality and limit the use of motor vehicles.

Both Parties desire to extend the agreement for one additional week of service.

Extension Amendment:

1. Utah Transit Authority and Snowbasin Resort Company hereby agree to extend the Ski Bus Service Agreement described above for an additional week from March 27, 2022, though April 3, 2022.

2. The base purchase price shall increase from $46,381 to $48,868.

3. All other terms and conditions shall remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the last day written below.

UTAH TRANSIT AUTHORITY:

By:

Title:

Date:

By:

Title:

Date:

Approved:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
3/25/2022

Michael Bell
Assistant Attorney General
Counsel for UTA

SNOWBASIN RESORT COMPANY:

By:

Title:

Date:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Kim Shanklin, Chief People Officer
PRESENTER(S):	Kim Shanklin, Chief People Officer

TITLE:

UTA Policy - UTA.05.04 Administrative Employee Compensation Program

AGENDA ITEM TYPE:
UTA Policy

RECOMMENDATION:
Adopt UTA Policy UTA.05.04 Administrative Employee Compensation Program and rescind prior Corporate Policy 6.7.5.1 - Compensation.

BACKGROUND:
UTA's Administrative Employee compensation approach pairs a market-based structure with a pay-for-performance annual merit increase. Key guidelines on how that approach is implemented are laid out in UTA Policy. The policy has been updated to change practices identified as not effective during a 2021 review of the program.

DISCUSSION:
UTA People Office staff worked with an outside consultant to review the Administrative Employee compensation program. The review was focused on identifying areas where the program was successful and where it needed adjustment. This review happened during a time of unprecedented local labor market challenges, including record low unemployment and record high job growth. People Office staff have made policy updates that will assist with the unique challenges happening in the labor market and address immediate challenges. Additional program review is occurring to capture 2022 data and trends that may result in more updates to the program in 2023.

ALTERNATIVES:
If UTA.05.04 Administrative Employee Compensation Plan is not adopted, UTA Corporate Policy 6.7.5.1 - Compensation, will remain in effect.

FISCAL IMPACT:
The changes may increase starting wages for some position however that impact should be absorbed within the current 2022 operating budget.

ATTACHMENTS:
UTA.05.04 Administrative Employee Compensation Plan Policy

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UTAH TRANSIT AUTHORITY POLICY

No. UTA.05.04

ADMINISTRATIVE EMPLOYEE COMPENSATION PLAN

1) Purpose.
Compensation Philosophy: UTA's compensation philosophy is to attract, motivate, and retain employees who support UTAs mission. UTA's compensation approach pairs a market-based structure with a pay for performance annual increase. Our goal is to compete in comparable markets for high performing employees and recognize that public service has rewards beyond a base salary. UTA strives to provide employees with competitive salary, benefits, and retirement programs that reflect current market practices and are fiscally responsible. UTA aims to provide employees with a superior work culture, career development, and the satisfaction of serving the public.

2) Definitions. For purposes of this policy, the following terms shall have the definitions and meanings below.

"Administrative Employee" means an employee of UTA in a position that is not covered by the Collective Bargaining Agreement.

"Authority" means Utah Transit Authority.

"Average of the Labor Market" means plus or minus 15% from the Estimated Market Value.

"Bargaining Unit Employee" means an employee of Utah Transit Authority in a position that is covered by the Collective Bargaining Agreement.

"Collective Bargaining Agreement" means an agreement between the Utah Transit Authority and the Amalgamated Transit Union, Local 382, as amended and in effect from time to time.

"Compensation Plan" means UTA's standard operating procedure as defined in standard operating procedures that outline the factors used to determine compensation for Administrative Employees.

"Estimated Market Value (EMV)" means the rate of pay for a job determined from applicable Labor Market data using the average of the salary survey median data points, or in the case of "Hot Jobs" using the average of the salary survey up to the 75th percentile data points.

"Executive" means Board of Trustees, Executive Director, and Chief Officers reporting directly to the Executive Director.

"Exempt" means an Administrative Employee who is exempt from the overtime provisions of the Fair Labor Standards Act.

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"Goal Setting and Review" means the process through which employee's individual job performance is evaluated based on setting individual job related and development goals that align with UTA's Board, Agency Office, Service Unit, Department and/or Team goals.

"Hot Jobs" are jobs the hiring Executive and the Chief People Officer, or designee, have determined are hard to recruit and fill due to unique market forces for that specific profession/skillset; including very low unemployment rates, high level of job/position demand in the local market for the job type, high levels of turnover in the market for the job type, and/or highly specialized skills are required.

"Job" means a collection of tasks, duties and responsibilities assigned to one or more individuals.

"Labor Market" means wages for a job that considers a combination of geographical, industrial, and/or occupational data preferably using data cuts from transit, government and nonprofit.

"Market Adjustment" means a discretionary increase in an Administrative Employee's rate of pay based on new or updated market data which indicates a difference between the Administrative Employee's current rate of pay and the Average of the Labor Market.

"Merit Increase" means a discretionary increase in an Administrative Employee's rate of pay based on their individual performance documented through the Goal Setting and Review process.

"Non-Exempt" means an employee who is not exempt from the overtime provisions of the Fair Labor Standards Act.

"Pay Lane" means the range of pay established for particular Jobs that outlines the minimum, mid-point, and maximum rate of pay.

"Slotted" means a job is placed in the salary structure by lining it up with other jobs deemed to be of comparable worth within the organization. This is generally done when no market data exists and/or internal equity is deemed a priority.

"Supervisor Starting Wage" means the starting pay for supervisory positions supervising bargaining unit employees.

"UTA" means Utah Transit Authority.

3) Policy.

The Authority's Compensation Plan is designed to pay compensation that is reflective of the market, nondiscriminatory, competitive, and internally equitable. All compensation policy decisions must be considered in light of the Authority's overall financial condition and existing budgetary resources.

A. Salary Structure:

UTA administrative employee salary structure is made up of lanes that are built based on relevant market data. UTA regularly relies on market data to ensure the pay structure is up to date and competitive. Jobs are placed in Pay Lanes based on market data or slotted based on internal factors. This structure does not apply to bargaining unit employees.

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B. Job Review.
Job descriptions are created and updated to document the duties and minimum qualifications of a Job. Managers are required to ensure employees job duties are accurately reflected within the job description, in accordance with People Office standard operating procedures. Compensation reviews are conducted and Jobs are accurately matched to Labor Market data or slotted according to internal factors and assigned to a Pay Lane.

C. Review.
A manager who is not satisfied with the results of a Job review or Pay Lane assignment may appeal the decision if he or she feels the job description or Pay Lane, or both are not representative of the Job duties.

D. New Administrative Employees.
Individuals accepting a new position must be compensated at a rate of pay that is at least the minimum of the Pay Lane for the position up to the midpoint of the Pay Lane or the minimum of the Average of the Labor Market up to the EMV.

Compensation for a new Administrative Employee above the Pay Lane minimum or minimum of the Average of the Labor Market, is subject to a review for internal equity or equal pay issues as defined in People Office standard operating procedures. New Employees will not be offered a starting salary above the midpoint of the Pay Lane or the EMV.

E. Annual Review.
An Administrative Employee's immediate supervisor is responsible for conducting a performance review pursuant to the Authority's Goal Setting and Review Policy at least annually. Administrative Employees may be eligible for an annual Merit Increase based on their individual performance documented through the Goal Setting and Review process. A Market Adjustment may also be made when an Administrative Employee's rate of pay is significantly below the minimum of the Average of the Labor Market.

F. Additional Compensation

1. Overtime

a. Non-Exempt Administrative Employees.
Non-Exempt Administrative Employees will be paid overtime compensation at the rate of one- and one-half times their regular hourly rate for work in excess of forty (40) hours in a work week as defined in the Administrative Employee Work Week and Schedule Policy 6.7.1.2. All overtime must be approved and authorized in advance by the Administrative Employee's manager. Non-Exempt Administrative Employees are not permitted to work unauthorized overtime.

b. Exempt Administrative Employees.
Exempt Administrative Employees are not eligible for overtime pay.

G. Compensatory Time.
Compensatory time off for non-exempt employees may be granted in the same work week to reduce the hours worked in that work week to forty (40) or less.

H. Confidentiality.
Except as deemed public under the Government Records Access and Management Act, individual employee compensation is confidential.

I. Policy Exceptions.

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Any exceptions or deviations from this policy require a written business case to be evaluated and approved by both the Chief People Officer as well as the department's Chief Officer. For the Office of the Board of Trustees, exceptions will be approved by the Chief People Officer and the Chair of the Board. The Board of Trustees will be notified of the exception, along with a summary of the business case, within five business days of the exception decision. Exception or deviations applying to the Executive Director or Chief Officers will be approved by the Board of Trustees.

4) Cross-References.

UTA Corporate Policy No. 6.7.1.2 – Administrative Employee Work Week and Schedule
UTA Corporate Policy No. 6.7.2.1 – Administrative Job Evaluation, Job Recruitment, and Job Reassignment
UTA Corporate Policy No. 6.7.3.1 – Performance Planning and Review

This UTA Policy was reviewed by UTA's Chief Officers on 02/08/2022 approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:
Kim Shanklin
02F55EF55D2E4F4...

Kim Shanklin, Chief People Officer
Accountable Executive

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Counsel for the Authority

History

Date	Action	Owner
12/12/2005	Adopted – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
10/29/2007	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
01/16/2008	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
11/16/2010	Revised to add provisions for overtime during a Proclamation of Local Emergency – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
11/18/2014	Revised the new Administrative Employee starting pay rate and other modifications – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
05/16/2015	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
	Board Approved – UTA.05.04 Administrative Employee Compensation Plan Policy	Chief People Officer
	Adopted – UTA.05.04 Administrative Employee Compensation Plan Policy	Chief People Officer

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	Rescinded –Corporate Policy 6.7.5.1 - Compensation Policy	Chief People Officer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

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

TITLE:

TOD Design Guidelines

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion.

BACKGROUND:
UTA adopted its first set of TOD Design Guidelines in 2008. The initial purpose of these guidelines was to establish clear expectations between UTA and its development partners, for the form and function of joint venture transit-oriented development. These design guidelines have informed the design and evaluation of phases within the Sandy East Village, Jordan Valley, South Jordan, and 3900 South Meadowbrook developments.

Since the initial creation of these guidelines, many aspects of the UTA TOD Program have changed, thereby shifting the need for design and evaluation criteria. Three of these changes are the completion of a TOD Board Policy and Strategic Plan, the passing of SB150 (2020), and the recent passing of HB462 (2022). Presently, a set of guidelines will be most useful if curated with the intention of supporting and reinforcing the land use authority of individual municipalities. Because of this, the TOD Program has hired Urban Design Associates (UDA) to revise its guidelines.

DISCUSSION:
The revised set of TOD Design Guidelines will function as a catalog of best practices in transit-oriented land use, infrastructure, and station access planning. Having such a catalog will streamline the process of visioning and planning individual station areas and will be tremendously useful during the next three years of work,

associated with HB462.

In addition to being useful during the station area planning process, the TOD Design Guidelines will act as a basis upon which individual development proposals may be evaluated, equipping the UTA Design Review Committee (DRC) with objective criteria.

ALTERNATIVES:
It is a possible alternative to continue using the TOD Design Guidelines as they are currently written, or to revise the scope of work for UDA, to change the way in which the guidelines are revised.

FISCAL IMPACT:
The TOD Design Guidelines will have no immediate fiscal impact, however it is anticipated that cities will be able to use the concepts contained herein to envision land uses and infrastructure improvements that will result in more intense centers around UTA stations, increased entitlement capacity of UTA-controlled properties, and greater ridership.

ATTACHMENTS:
none

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/13/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Russ Fox, Director of Planning Eric Callison, Manager of Service Planning

TITLE:

UTA Small Area Studies

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
Beginning in 2020, UTA began scoping and conducting Small Area Studies with the following objectives:

- Evaluate current service performance
- Determine where additional service may be needed
- Develop recommendations, including increased transit service, Travel Demand Management, first/last mile improvements, or other solutions
- Share information with and get input from the communities involved.

DISCUSSION:
UTA Planning is providing an update to the Board of Trustees on completed, current, and upcoming Small Area Studies.

- Northwest Utah County Transit Study: Completed 2021. Although not conducted as part of the same process, we consider this study similar in scope and outputs to the other small area studies.
- South Davis Small Area Study: In-Progress. Completed existing conditions analysis, presented recommendations to Technical Advisory Committee. Preparing for broader community outreach; study to be completed in May 2022.

- Falcon Hill Small Area Study: In-Progress. Completed kickoff, currently in technical analysis; study to be completed in July 2022.
- West Bench Small Area Study: Scoping and developing study area; study to be completed in November 2022.
- Upcoming studies:
    - Sandy/South Jordan Circulator Small Area Study
    - Southwest Salt Lake County Connector Small Area Study

We anticipate providing additional updates to the Board of Trustees as studies are completed and new studies are launched.

ALTERNATIVES:
Not applicable

FISCAL IMPACT:
Not applicable

ATTACHMENTS:
Northwest Utah County Transit Study Final Report

Northwest Utah County Transit Study Infographic

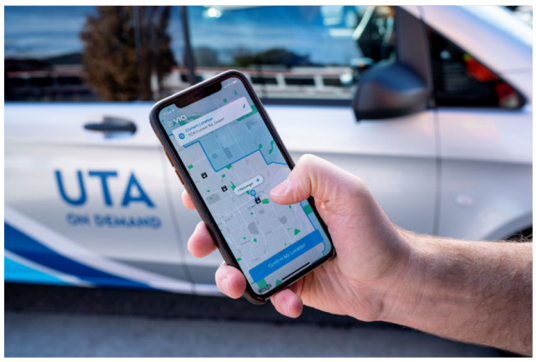
Northwest Utah County Transit Study

Final Report

January 7, 2022









TRANSPORTATION CONSULTANTS, INC.

FEHR PEERS

MAG
Expert Resources. Enriching Lives.

Northwest Utah County Transit Study

Final Report

Prepared for:

Mountainland Association of Governments
586 East 800 North
Orem, UT 84097

Prepared by:

LSC Transportation Consultants, Inc.
2504 East Pikes Peak Avenue, Suite 304
Colorado Springs, CO 80909

Fehr & Peers
2180 South 1300 East, Suite 220
Salt Lake City, UT 84106

LSC #204600

January 7, 2022

TABLE OF CONTENTS

Chapter I: Introduction I-1
Introduction I-1
Study Issues I-1
Report Contents I-2

Chapter II: Review of Previous Plans and Studies II-1
Introduction II-1
Review of Previous Plans and Studies II-1
Eagle Mountain General Plan II-1
Eagle Mountain Bike & Pedestrian Master Plan II-2
MAG TransPlan50 (2019-2050 Regional Transportation Plan) II-3
North Utah County Transit Study II-4
Saratoga Springs Bicycle & Pedestrian Master Plan II-5
Saratoga Springs City Center District Area Plan II-5
Saratoga Springs General Plan II-6
Saratoga Springs Transportation Master Plan II-7
Thanksgiving Point Transit Potential Evaluation II-8
Utah County East-West Study II-8
UTA Microtransit Planning Project II-9
Transit-Oriented Development (TOD) Design Guidelines II-10
Point of the Mountain Transit Study II-10
Central Corridor Transit Study II-11
UTA Five-Year Service Plan 2021-2025 ..... II-11
North Lakeshore Area Study II-11

Chapter III: Existing and Historic Transit Service III-1
Introduction III-1
UTA Route 806 ..... III-1
Historically (Pre-FrontRunner Service) III-2
Current Service III-3

Chapter IV: Community Conditions IV-1
Introduction IV-1
Demographic Characteristics IV-2
Demographics IV-2
Transit-Dependent Population Characteristics IV-3
Community Economic Characteristics IV-7
Employment Sectors IV-7
Travel Patterns IV-8
Work Transportation Mode IV-8

Chapter V: Community Survey V-1
Survey Methodology V-1
Survey Analysis V-1
Residence Location V-1
Existing Transportation Modes Used V-1
Potential Public Transit Use to Reach Areas Within Eagle Mountain/Saratoga Springs V-2
Potential Public Transit Use to Reach Areas Outside Eagle Mountain/Saratoga Springs V-3
Demographic Questions V-5
Additional Comments V-8
Previous Survey Efforts V-9
Eagle Mountain Public Transportation Survey V-9
Saratoga Springs Driver and Public Transportation Survey V-9

Chapter VI: Transit Needs Assessment VI-1
Introduction VI-1
Household and Employment Density VI-1
Saratoga Springs Platted Developments VI-4
Commuter Travel Patterns VI-5
Regional Travel Demand Model VI-8
Potential Transit Demand VI-12
Commuter Transit Demand Model VI-12
Transit Mode Split VI-12
Summary VI-12

Chapter VII: Transit Service Scenarios VII-1
Introduction VII-1
Short-Term Actions VII-1
Redwood Road/Pioneer Crossing Park-and-Ride Facility VII-1
North Spring Run Road Park-and-Ride VII-2
Fixed-Route Service to American Fork FrontRunner Station VII-2
UTA Vanpool Program VII-3
Microtransit Service VII-4
Corridor Preservation VII-5
Intermediate Actions VII-5
Express Bus Service to Utah Valley University VII-5
Bus Priority in Pioneer Crossing Corridor VII-6
Long-Term Scenarios VII-6
Summary VII-7

Appendix A: Community Conditions Tables
Appendix B: Community Survey Questionnaire
Appendix C: Community Survey Comments

LIST OF FIGURES

Figure III-1: UTA Routes 806 & 809 Long-Term Trend Daily Ridership Trends III-1
Figure III-2: Annual Ridership on UTA Routes 806 & 809 ..... III-2
Figure III-3: Map of UTA Route 806, Apr. 2009-Nov. 2012 ..... III-2
Figure III-4: UTA Rt. 806 Total Riders per Trip, AM Peak III-3
Figure III-5: UTA Rt. 806 Total Riders per Trip, PM Peak III-3
Figure III-6: Current UTA Route 806 Map III-4
Figure III-7: 2019 Average Daily Boardings for Route 806 ..... III-5

Figure IV-1: Study Area IV-1
Figure IV-2: Population Density IV-2
Figure IV-3: Population Characteristics IV-3
Figure IV-4: Density of Older Adults IV-4
Figure IV-5: Density of Ambulatory Disabled Persons IV-4
Figure IV-6: Density of Low-Income Persons IV-5
Figure IV-7: Density of Zero-Vehicle Households IV-6
Figure IV-8: Density of Youth IV-6
Figure IV-9: Employment by Industry IV-7
Figure IV-10: Means of Transportation to Work IV-8
Figure IV-11: Travel Time to Work IV-8
Figure IV-12: Time leaving Home to go to Work IV-9

Figure V-1: Residence Location V-1
Figure V-2: Existing Transportation Modes V-1
Figure V-3: Figure V-3: Potential Transit Use Within Eagle Mountain/Saratoga Springs V-2
Figure V-4: Trip Purpose V-2
Figure V-5: Number of Potential Transit Riders V-2
Figure V-6: Potential Number of Days Riding Transit: V-3
Figure V-7: Price Willing to Pay Per Trip V-3
Figure V-8: Potential Transit Use Outside Eagle Mountain/Saratoga Springs V-3
Figure V-9: Trip Purpose V-4
Figure V-10: Number of Potential Transit Riders V-4
Figure V-11: Potential Number of Days Riding Transit V-4
Figure V-12: Price Willing to Pay Per Trip V-5
Figure V-13: Would you Use a Park-n-Ride Lot? V-5
Figure V-14: Age of Respondents V-5
Figure V-15: Employment Status V-6
Figure V-16: Transportation Mode to Work V-6
Figure V-17: Annual Household Income V-6
Figure V-18: Household Size V-7
Figure V-19: Vehicle Availability V-7
Figure V-20: Licensed Drivers: V-7
Figure V-21: Medical Issue Making Travel Difficult V-8
Figure V-22: Unable to Access Medical Care Due to Lack of Transportation V-8

Figure V-23: Lost a Job, Trouble Finding a Job, Dropped Out of School Due to Lack of Transportation V-8
Figure V-24: Support for Increased Local Sales Tax for Enhance Public Transit V-8

Figure VI-1: 2015 Household Density VI-2
Figure VI-2: 2015 Employment Density VI-2
Figure VI-3: 2050 Household Density VI-3
Figure VI-4: 2050 Employment Density VI-3
Figure VI-5: Saratoga Springs Platted Properties VI-4
Figure VI-6: Saratoga Springs Commuter Patterns VI-6
Figure VI-7: Eagle Mountain Commuter Patterns VI-7
Figure VI-8: 2015 Eagle Mountain Transportation Demand VI-8
Figure VI-9: 2050 Eagle Mountain Transportation Demand VI-9
Figure VI-10: 2015 Saratoga Springs Transportation Demand VI-10
Figure VI-11: 2050 Saratoga Springs Transportation Demand VI-11

Figure VII-1: BRT/LRT Alignment VII-2
Figure VII-2: Frequent Bus Service on Route 806 ..... VII-3
Figure VII-3: Express Service with Microtransit Zone VII-4
Figure VII-4: Bus on Shoulder Alignment VII-5

LIST OF TABLES

Table IV-1: Employment Statistics in the Study Area IV-7

Table V-1: Top Ten Employment Locations V-6

Table VI-1: Employment Location of Eagle Mountain Residents VI-5
Table VI-2: Employment Location of Saratoga Springs Residents VI-5

Table VII-1: Transit-Supportive Development Densities VII-7



Chapter I: Introduction

INTRODUCTION

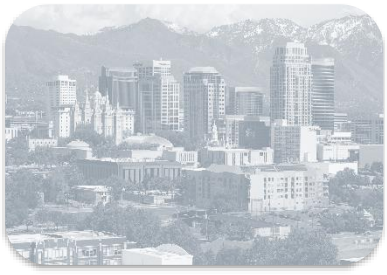
The Mountainland Association of Governments (MAG) contracted with the team of LSC Transportation Consultants and Fehr & Peers to complete an analysis of service options for public transportation in the communities of Eagle Mountain and Saratoga Springs. Both communities are experiencing rapid growth with many residents commuting to other locations in Utah and Salt Lake Counties. Current transit service provided by UTA consists of a single route connecting the two communities to the Lehi FrontRunner station during peak commute hours.

This study provides an assessment of current and future transportation needs and the potential feasibility of transit service options in the two communities. Existing and future potential demand are estimated and compared with several transit service scenarios for both short- and long-term implementation.

LSC prepared an Interim Report which provided information on existing community conditions and the existing transit service with an assessment of potential transportation needs. Transit service scenarios were presented for review by the community. Following review of the transit-service scenarios, selected scenarios were refined and evaluated in greater detail to present recommendations for implementation. The recommendations are presented in this Draft Final Report.

STUDY ISSUES

A number of issues were identified by the communities prior to issuing the Request for Proposals. Additional issues were discussed during a meeting of key participants on October 20, 2020. The key study issues are summarized here.



Loss of direct bus service to downtown Salt Lake City and increased travel times because of transfers



Loss of ridership following service change



Revenue collected for UTA does not correspond with level of service provided



Infrequent service provided only during commute times



Lack of local transit circulation in the communities



Existing low density development is not supportive of frequent transit service



Long Range Transit Plan identifies potential alignment for either Bus Rapid Transit or Light Rail Transit. What interim service could be provided?



What service may be feasible in the long term and the short term?



New job opportunities in the communities will change travel patterns and volumes

REPORT CONTENTS

This Draft Final Report contains seven chapters:

- Chapter II reviews relevant plans and studies relating to transit and transportation issues in the study area.
- Chapter III provides an overview of historic and current transit service serving northwest Utah County. Direct service had been provided to downtown Salt Lake City until the FrontRunner service was implemented. The route was then changed to connect with FrontRunner at Lehi Station and to serve the Utah Valley University (UVU) with a connection to the UVX Bus Rapid Transit service.
- Chapter IV presents the community conditions including demographics and economic characteristics of the study area, as well as current and future travel patterns.
- Chapter V contains the analysis of the online community transportation survey. The survey was conducted among residents of the two communities.
- Chapter VI presents the transit needs assessment. The needs assessment includes potential commuter demand and demand for local circulation.

- Chapter VII describes proposed transit service scenarios for the short-range, mid-range, and long-range horizon. Implementation of the short-range recommendations may begin immediately.





Chapter II: Review of Previous Plans and Studies

INTRODUCTION

This chapter provides a literature review of relevant plans and studies relating to transit and transportation issues in the study area.

REVIEW OF PREVIOUS PLANS AND STUDIES

Eagle Mountain General Plan

Prepared for: *Eagle Mountain City, UT*
Date: *2018*

Since its incorporation in 1996, Eagle Mountain has grown in population from 250 people to over 30,000. Located 30 miles northwest of Provo, at the base of the Lake Mountains, the City is geographically the third largest city in the state. The Mountainland Association of Governments currently projects a population increase of nearly 200 percent from the year 2010 to 2030 with an anticipated population of approximately 57,000.

The *Eagle Mountain General Plan* articulates the vision and values of the community in order to provide guidance in terms of how the City will look, feel, and function, and how it will provide services and manage resources. The ideas in this General Plan provide a means to improve the community character and quality of life for residents, increase prosperity and business development opportunities, and address City goals within the context of the growing region and regional impacts outlined in the plan document. While the focus of the plan is long-range in nature, it also includes short to mid-term planning, which is essential in laying the groundwork for the long-range vision.

Eagle Mountain City has established an overall vision statement and five guiding principles that represent key values and priorities to consider as it plans for growth and change. The vision statement captures the City's expectations for the future. These expectations are further reflected in the guiding principles.

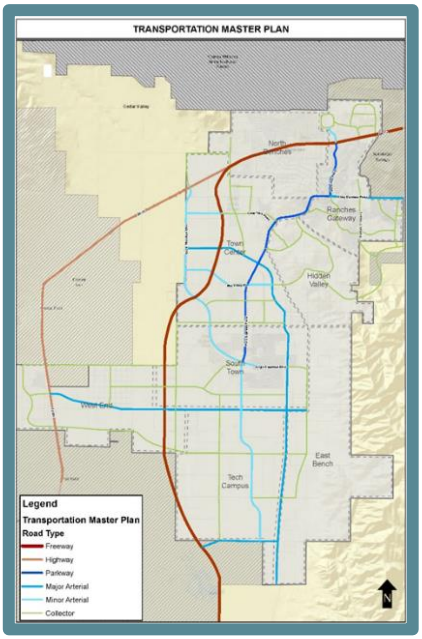
The community vision stated in the plan is illustrated to the right, and the five guiding principles include:



Eagle Mountain: A sustainable, beautiful, and innovative place to live, work, and play.

- Principle #1: Resiliency
- Principle #2: Healthy & Vibrant Community
- Principle #3: Stewardship & Civic Beauty
- Principle #4: Collaboration
- Principle #5: Diversity & Choices

Chapter 6 discusses transportation and mobility and lays out the overall transportation goal: *Create an efficient multi-modal system that builds upon the existing transportation system to effectively meet transportation needs within the City and integrates with the regional transportation plan for Utah County and the surrounding area.* Specific objectives listed for transportation and mobility include:



- Objective #1: Provide safe and efficient movement of traffic on City streets while maintaining the integrity of neighborhoods and alternative modes of transportation.
- Objective #2: Create an integrated and connected street network that considers the linkages of multiple modes of transportation.
- Objective #3: Provide opportunities for the use of non-automobile transportation modes, including pedestrian and bike travel, for various trip purposes (work/school commuting, shopping, recreation, and leisure) so that people of all ages and abilities can travel safely in Eagle Mountain.
- Objective #4: Enhance connectivity between neighborhoods, open spaces, and City destinations.

Eagle Mountain Bike & Pedestrian Master Plan

Prepared for: Eagle Mountain City, UT
Date: July 2015

The *Eagle Mountain Bicycle & Pedestrian Master Plan* formalizes a vision for a safe, efficient, and connected network of sidewalks, bikeways, paths, and trails that will grow with the City and improve quality of life for all residents.

Eagle Mountain is a fast-growing city with an estimated 2014 population of over 25,000, a 1,000 percent increase since 2000 when the population was 2,157. The city has abundant developable land, convenient access to parks, and a family-friendly environment, all of which have made it one of the fastest-growing communities in the state. Due to the city's tremendous potential for growth and its desire to grow in a way that maximizes quality of life and preserves its unique character, the City has chosen to develop the *Eagle Mountain Bicycle & Pedestrian Master Plan*, which will guide the development of Eagle Mountain's bicycling and walking infrastructure, programs, and culture in coming years. Goals of the plan include:



Network and Facility Planning

- Develop a diverse network of pedestrian pathways and bikeways that serve people of all ages and abilities
- Develop safe and efficient facilities that meet current industry standards
- Plan for the seamless integration of a comprehensive bicycle and pedestrian system with existing and future development.
- Plan for connectivity to regional destinations beyond Eagle Mountain city limits.



Funding

- Identify, track, and pursue a variety of funding sources to implement, renovate, and maintain Eagle Mountain's bicycle and pedestrian system.
- Encourage, incentivize, and require new development to participate in the advancement of a robust bicycle and pedestrian system.



Programs, Education, & Encouragement

- Promote pedestrian and bicycle safety and awareness through education and encouragement activities.
- Leverage and support the existing number of Eagle Mountain school children walking and bicycling to school through enhanced Safe Routes to School programming.

MAG TransPlan50 (2019-2050 Regional Transportation Plan)

Prepared for: The Mountainland Association of Governments

The TransPlan50 serves as the 2019 – 2050 Regional Transportation for the Provo/Orem urban area and focuses on building a robust, intermodal, and urban transportation system. The primary goals within the plan have evolved to keep pace with rapid population growth and travel demands. The five overarching goals include:



1) Update the regional highway system to a metropolitan grid-based network



2) Explore additional freeways, add capacity



3) Create a robust regional transit system



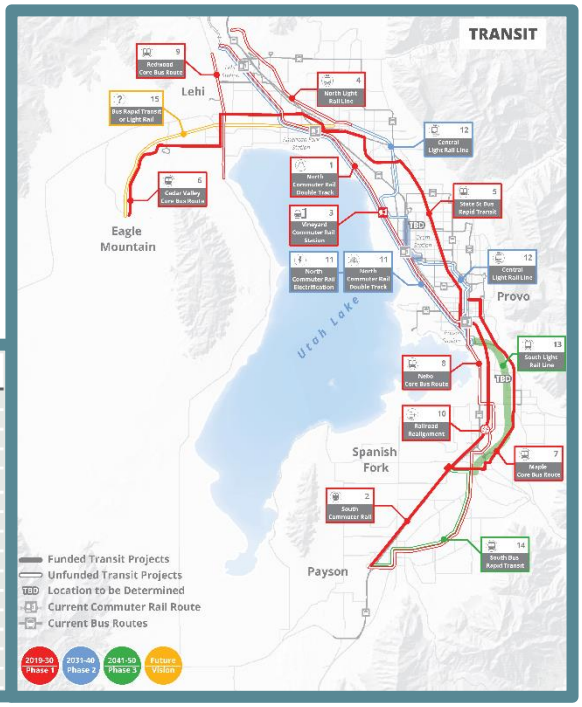
4) Build a regionally connected active transportation system



5) Preserve what we have

Regarding transit specifically, the plan outlines 14 projects to be completed in Phase 1 (2019-2030), Phase 2 (2031-2040), and Phase 3 (2041-2050), as well as an additional project to be considered as a future vision for Bus Rapid Transit or Light Rail between Eagle Mountain and American Fork.

	Project Name	Phase Needed	Phase Funded	Cost
1	North Commuter Rail Intermittent Double Track	1	2	$113M
2	South Commuter Rail - Payson to Provo	1	1	$252M
3	Vineyard Commuter Rail Station at 800 N	1	1	$16M
4	North Light Rail Line - American Fork to Draper	1	3	$654M
5	State St Bus Rapid Transit - State ST; Provo to Am Fork	1	1	$313M
6	Cedar Valley Core Bus Route - Eagle Mtn to Am Fork	1	1	$31M
7	Maple Core Bus Route - Spanish Fork to Provo	1	1	$39M
8	Nebo Core Bus Route - Payson to Provo	1	2	$69M
9	Redwood Core Bus Route - Saratoga Spgs to SL Co on Redwood RD	1	2	$24M
10	Sharp - Tintic Railroad Realignment	1	1	$7M
11	North Commuter Rail Electrification & Double Track - Provo to SL Co	2	Unfunded	$689M
12	Central Light Rail Line - Provo to American Fork	2	Unfunded	$1.1B
13	South Light Rail Line - Spanish Fork to Provo	3	Unfunded	$834M
14	South Bus Rapid Transit - Payson to Spanish Fork	3	Unfunded	$196M
15	BRT or Light Rail - Eagle Mtn to Am Fork	Vision	Unfunded	



North Utah County Transit Study

Prepared for: The Mountainland Association of Governments (MAG) and the Utah Transit Authority (UTA)
Date: March 2015

With rapidly growing population, employment, and traffic congestion in northern Utah County, the goal of this study was to examine the potential for future transit facilities to help meet the future travel demand expected due to this growth. This study was intended to provide the technical analysis of transit capital projects that could potentially be included in MAG's upcoming Regional Transportation Plan process.

Specifically, the study examined three different transit system components in detail, including:

- Circulator service from the Thanksgiving Point commuter rail station
- North/south light rail service as an extension from the Draper TRAX station
- East/west transit service providing connections from commuter rail to western Lehi, Saratoga Springs, and Eagle Mountain



Saratoga Springs Bicycle & Pedestrian Master Plan

Prepared for: City of Saratoga Springs, UT
Date: September 2016

The Saratoga Springs Bicycle and Pedestrian Master Plan sets forth a vision and goals and policies for walking and bicycling in Saratoga Springs:

> ***"Saratoga Springs will create healthy and vibrant communities through the creation of attractive and safe bicycle and pedestrian networks that can be enjoyed for recreation and transportation."***

Prior to completion of this plan, the City's first-ever *Bicycle and Pedestrian Master Plan*, all bicycle planning and policy was contained within the City's *General Plan* or in the *Trails Master Plan*. This Plan proposes a system of bikeways, sidewalks, and trails connecting neighborhoods to key activity centers throughout the city, developing support facilities, and by identifying recommendations for monitoring the implementation of the Plan.

The Plan outlines three overall goals (illustrated to the right) along with a detailed list of objectives under each goal that needed to be completed in order to achieve the overall vision for the Plan.



Goal 1: Provide a continuous system of bike lanes, sidewalks, crosswalks, shared paths, and other bicycle and pedestrian facilities throughout Saratoga Springs and connections to neighboring cities that are safe and attractive to all users.



Goal 2: Increase transportation safety for all modes through education and enforcement efforts.



Goal 3: Institutionalize bicycle and pedestrian planning and routine accommodation of bicycle and pedestrian needs into city processes.

Saratoga Springs City Center District Area Plan

Prepared for: City of Saratoga Springs, UT

Saratoga Springs is the center point for transportation connections between Cedar Valley, Utah Valley, and Salt Lake Valley. Existing arterials such as Redwood Road (north-south) and SR-73 (east-west), as well as Pioneer Crossing and Pony Express Parkway, both of which are under construction, will link the plan area to surrounding communities and other major transportation corridors. A future freeway route is planned, connecting the Saratoga Springs City Center to the Mountain View Corridor to the north and into the Cedar Valley to the west. With commuter rail and bus rapid transit stops also planned

at the center of the plan area, new residents can expect seamless connections to most of Utah County and Salt Lake County.

This Plan provides a vision for the future of the Saratoga Springs City Center and describes the elements required to guide the development of a great community. Six alternative scenarios were developed, each of which is consistent with an overall vision for the property.

Related to public transportation, the Plan includes a section on anticipated new high-capacity transit. The western portion of Utah County will need a high-capacity transit system to link with the extensive system now being built all along the Wasatch Front. Two types of high-capacity transit have been addressed in the District Area Plan: bus rapid transit (BRT) and commuter rail. Both BRT and commuter-rail stops will have major effects on land use. When properly designed, land use can increase ridership and the development of stops can increase the value of the surrounding land. The concept for the District Area Plan shows higher density mixed-use development around potential transit stations. In addition, Redwood Road and Pony Express provide the two major spines of a new BRT system.



Saratoga Springs General Plan

Prepared for: *City of Saratoga Springs, UT*
Date: *July 2017*

The *Saratoga Springs General Plan* serves as the City's primary planning policy document and is the basis for ordinance and policy changes to help implement the City's vision for the future. It is a long-term strategic plan that serves as a single place where various City plans and programs come together towards a singular vision for the future. As an "umbrella" document, the Plan's objectives guide decisions related to new development, redevelopment, City programs, projects, budgets, and services. This Plan shapes other City plans, spending on capital projects, development of regulations, and other programs and services, all of which effect the community in both large and small ways.

The guiding vision stated in the plan is:

> *Saratoga Springs is a growing community with an unparalleled quality of life. Now and into the future, we will strive to:*
>
> - *Increase recreation opportunities for all ages;*
> - *Maximize our lakeside locations;*
> - *Provide vibrant gathering places;*
> - *Offer a range of housing choices; and*
> - *Encourage a variety of employment and business opportunities.*
>
> *We will maintain sound fiscal strategies and sustainable city services in pursuit of these goals.*

The *2017 General Plan* carried over all six vision themes from the 2015 Strategic Plan, one of which was transportation. The transportation vision statement is: *"In Saratoga Springs, we invest in the development and maintenance of a modern transportation system. We accomplish this by taking appropriate measures to mitigate traffic, expand critical corridors, and provide timely and essential maintenance of our roadway system."* The transportation category contains objectives related to the road network, transit, and pedestrian network. Specific transit objectives included in the Plan are:

- Support increased bus service: Plan future development to support additional Utah Transit Authority bus routes and stops within Saratoga Springs.
- Increase access to existing and planned transit stops: Consider the UTA long-range plans for Bus Rapid Transit and Light Rail through Saratoga Springs when approving development projects and provide adequate pedestrian connections to transit throughout developments.
- Plan development to support investment in transit options for city residents: Plan higher intensity development near access to transit stops to support transit investment and long-term ridership.

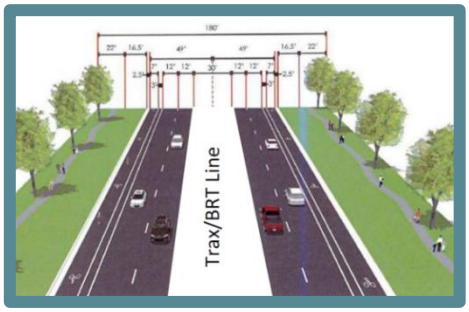
Saratoga Springs Transportation Master Plan

Prepared for: City of Saratoga Springs, UT
Date: January 2019

The *Saratoga Springs Transportation Master Plan* (TMP), adopted in 2012 and amended in 2013 and 2017, was updated in 2019. With rapid community growth comes increased traffic and the potential that the roadway network in the city will fail to meet the needs of a growing population. The purpose of this document is to provide a transportation plan that will meet the needs of the residents of Saratoga Springs through the year 2040.

Related to transit specifically, the TMP outlines that Saratoga Springs does not and is not likely to operate and maintain its own transit system, so the combined efforts of UTA, MAG, and the City will largely dictate the nature of a future expanded transit system. However, the City will remain actively involved in promoting transit and assisting in procuring the necessary funding and support to develop, implement, and maintain a sustainable transit system.

The existing UTA bus line Route 806 is unlikely to continue to meet the growing needs of the city in the future and may be supplemented by an additional express bus, specifically between Saratoga Springs and Salt Lake City. Additional bus routes will likely be added by UTA as the city expands and should be restricted to collectors and arterial streets. Due to the relatively large distances between the residential developments to the north and south and the commercial/retail center at Commerce Drive, a local bus system connecting these two areas may be beneficial as time progresses and population increases.



Three public transit services considered in this Masterplan are Light Rail (TRAX), Bus Rapid Transit (BRT), and UTA's FrontRunner commuter rail line. Due to the importance of a transit network to Saratoga Springs, and at the request of several major land holders in the city, a TRAX or BRT line is being proposed as part of the TMP, but this is a "vision"

project; the City will continue to work with UTA and MAG to determine the best location and implementation timing for the future TRAX or BRT line.

Thanksgiving Point Transit Potential Evaluation

Prepared for: The Utah Transit Authority (UTA)
Date: December 2019

Thanksgiving Point is a quickly developing employment area located in northern Utah County and is located at the "chokepoint" where UTA's FrontRunner commuter rail line and I-15 cross the county line. As a large employment area, it draws employees from across Salt Lake and Utah Counties. There are few alternatives for travel through this point, so there is a potential for severe congestion as development increases on both sides. As a result, there will be more demand for transit alternatives to the traditional single-occupant car.

This study examines the constraints and possibilities for improving local transit service in the Thanksgiving Point area and specifically:

1. Provides an overview of the current transit-planning context in Thanksgiving Point.
2. Explains purely geometric facts about how public transit succeeds or fails, based on the design of developments and street networks.
3. Surveys a number of comparable case studies where suburban employment areas are served by local shuttle networks, with a focus on examples for the San Francisco Bay Area, where a unique program of employer sponsorship has long been a characteristic element of transit.
4. Offers some tools that could be used in cooperation with area employers to provide improved local transit services.

Utah County East-West Study

Prepared for: The Mountainland Association of Governments (MAG)
Date: January 2009

The *Utah County East-West Study* began in the fall of 2007 with the purpose of determining the need for future east-west transportation improvements in Utah County based on population and employment growth projections to the year 2040. The project study area included the Salt Lake County line to the north, Orem to the south, the Eagle Mountain area to the west, and the Cities of Cedar Hills and Pleasant Grove to the east. The study area was then divided into two sub-areas, eastern and western, with I-15 acting as the dividing line.

Twenty-three projects were identified as a result of the process: 21 roadway projects and 2 transit networks/intercity connector bus routes were recommended. In addition, improvements to existing local bus routes were recommended. Results of the travel-demand modeling indicated a need for larger, high-capacity projects in the western sub-area (freeways and large arterials) and smaller projects to improve connectivity and functionality in the eastern sub-area. These results were also consistent with the transportation facility types preferred by the public.

UTA Microtransit Planning Project

Prepared for: The Utah Transit Authority (UTA)

Date: September 2020

Microtransit, sometimes referred to as on-demand transit, has emerged as a promising alternative to fixed-route transit, particularly in the following areas: providing first-and-last mile connections to transit, improving mobility in hard-to-serve areas, reducing private-vehicle dependence, and replacing underperforming flex- and fixed-route buses.

In late 2019, UTA launched UTA on Demand by Via, a microtransit pilot in southern Salt Lake County. The service has grown steadily and has been popular with riders, serving approximately 400 – 500 trips per day (prior to COVID-19) with an average customer satisfaction rating of 4.8 out of 5.0. If the pilot is deemed successful, this study will provide guidance on where and how microtransit can be extended in the UTA service area.

Zone	Resources required	Expands transit coverage	Provides cost efficient transit	Replaces bus routes	Supplements paratransit service	Increases equity
	Thousands of annual vehicle service hours required to operate zone ('000s)	Number of residents and jobs that would gain transit access	Passengers per vehicle hour	Number of bus routes that can be partially or fully replaced	Percentage of paratransit origins/ destinations within the zone	Percentage minority population living in the zone
Brigham City	12	5,000	2.6	1	0.1%	9%
North Ogden (Small)	32	20,000	3.5	1	4.2%	15%
North Ogden (Large)	26	7,000	3.2	1	4.1%	18%
West Weber County	35	45,000	2.6	0	2.1%[1]	12%
West Davis County	15	22,000	2.5	0	1.5%[1]	10%
South Davis County	35	10,000	4.9	5	2.9%	7%
West Salt Lake City Industrial/Inland Port.	12	12,000	2.4	1	0.1%	42%
East Millcreek	7	1,000	2.5	0	0.9%	3%
South Valley	52	21,000	3.2	5	9.7%	21%
South Jordan	24	10,000	4.0	0	4.4%	12%
Sandy	52	20,000	4.1	0	9.9%	9%
South Salt Lake County (current pilot zone)	52	47,000	3.0	5	3.6%	7%
Tooele County	18	21,000	2.6	2	0.2%	11%
Lehi	18	14,000	2.9	1	0.2%	7%
Eagle Mountain/ Saratoga Springs	23	43,000	2.0	0	0.0%	8%
North Utah County	50	71,000	3.9	0	1.6%	6%
Lindon / Vineyard	20	11,000	3.2	0	0.7%	10%
West Provo	14	5,000	3.6	1	0.8%	26%
Springville/Spanish Fork	22	57,000	3.5	0	1.6%[1]	10%
South Utah County	12	13,000	2.0	0	0.4%[1]	11%

The study evaluated 20 different potential microtransit zones on a scale of low/medium/high for the following five criteria:

- Expands transit coverage,
- Provides cost-efficient transit service,
- Replaces underperforming bus routes,
- Supplements ADA paratransit service, and
- Increases equity.

In addition, the plan describes some promising opportunities for future microtransit expansion, including off-peak microtransit services, combined mictrotransit zones, and integrated mobility solutions.

Transit-Oriented Development (TOD) Design Guidelines

Prepared for: *The Utah Transit Authority (UTA)*
Date: *December 2014*



These guidelines are provided to offer direction for joint-development and transit supportive development adjacent to the high-capacity transit system corridors served by FrontRunner, TRAX, and Bus Rapid Transit (BRT). The document provides guidance for the types of land uses and densities which support high-capacity transit service, but allows for flexibility to accommodate specific developments. The Guidelines provide three goals:

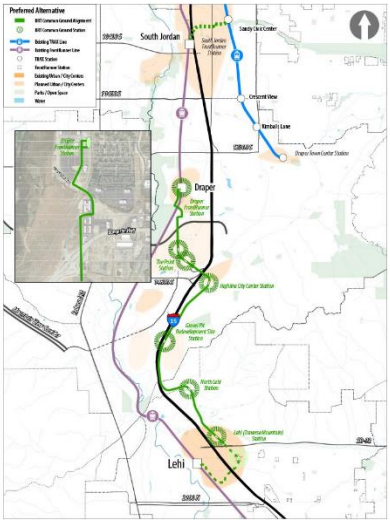
- Increase Ridership
- Optimize Developable Land and Support the Regional Growth Vision
- Generate Revenue

The guidelines included minimum densities expected for various types of communities. For a station community, a minimum density of 25 dwelling units per acre or 40 employees per acre are expected to support the level of service provided in a high-capacity transit corridor.

Guidelines are recommended for design including streets, pedestrian facilities, parking ratios, and streetscapes.

Point of the Mountain Transit Study

Prepared for: *The Utah Transit Authority (UTA)*
Date: *December 2020*



The Point of the Mountain Transit Study focused on options for high-frequency transit service between Sandy in Salt Lake County and Lehi in Utah County. The planning and alternatives analysis was completed in 2020 and the study is moving into project development. The preferred alternative is Bus Rapid Transit (BRT) service between the Draper Front Runner Station and Traverse Mountain in Lehi. The BRT will operate primarily on a dedicated right-of-way and provide high-frequency service.

Implementation of the preferred alternative will be a joint effort of UTA, the Utah Department of Transportation, Draper City, Lehi City, South Jordan City, Sandy City, Wasatch Front Regional Council, Mountainland Association of Governments, Salt Lake County, and Utah County.

Central Corridor Transit Study

Prepared for: The Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT)
Date: April 2021

The Central Corridor Transit Study evaluated options for providing expanded high-capacity transit service in Utah County, between Lehi and Provo. The purpose of the study was to determine a Preferred Alternative which identifies the transit alignment (corridor and station areas), and the transit mode (type of transit technology, such as bus rapid transit, light rail).

The options which were considered included bus rapid transit (BRT), light-rail, and commuter rail. The Preferred Alternative is a new BRT route with high-quality service connecting communities and major destinations along a north-south transit spine, generally following State Street from Lehi to Provo, and a branch connecting to Vineyard along 800 North. The Preferred Alternative:

- Provides high-quality transit service to all communities in the study area and connects to key transit-oriented development (TOD) opportunities and transit-supportive land uses, as well as emerging development areas
- Links key destinations and employment centers, including Silicon Slopes, Timpanogos Regional Hospital, and Utah Valley Hospital
- Integrates with the local and regional transit system by providing connections to FrontRunner, UVX, the potential Point of the Mountain transit project, and local bus service.

Next steps will be to complete a more detailed economic analysis and an environmental analysis of the proposed BRT route.

UTA Five-Year Service Plan 2021-2025

Prepared for: The Utah Transit Authority (UTA
Date: February 2021

The Five-Year Service Plan outlines service changes and enhancements to be implemented over the coming five years. Because of the impacts of the pandemic, UTA has not planned any major service changes to be implemented in 2021. Service planning in Utah County includes opening the Vineyard FrontRunner station, adjusting bus routes to serve the Vineyard station, and innovative mobility in Saratoga Springs, Eagle Mountain, and Thanksgiving Point areas. The plan calls for improving reliability and frequency of FrontRunner service by adding new sections of double tracking in Utah County.

North Lakeshore Area Study

Prepared for: The Utah Transit Authority (UTA
The Mountainland Association of Governments (MAG) completed a regional transportation study along the north shore of Utah Lake. Solutions to develop an improved regional transportation system were identified. The need for improved public transportation was identified. Transit and travel-demand management strategies were eliminated as a stand-along scenario because of a lack of transit-supportive densities and an unsupported level of trip reduction. The scenario recommended for additional study includes expansion and extension of Pioneer Crossing. The scenario includes the Foothill Lake Bridge and a major arterial connection between Pioneer Crossing and the Vineyard FrontRunner station.



Chapter III: Existing and Historic Transit Service

INTRODUCTION

This chapter provides an overview of historic and current transit service serving northwest Utah County.

UTA ROUTE 806

Public transportation serving Eagle Mountain and Saratoga Springs began in April 2009 through an express bus service running between Eagle Mountain/Saratoga Springs and Downtown Salt Lake City (Route 806). In 2012, as the Utah Transit Authority's (UTA) FrontRunner rail service was coming online, Route 806 was phased out as a commuter service in order to alleviate duplicate service between it and the new commuter rail service.

Figure III-1 presents the combined long-term daily ridership trend for the routes serving Eagle Mountain and Saratoga Springs. This includes UTA's Route 806 for the period from April 2009 to March 2020, and UTA's Route 809 for the period from December 2012 to August 2013.

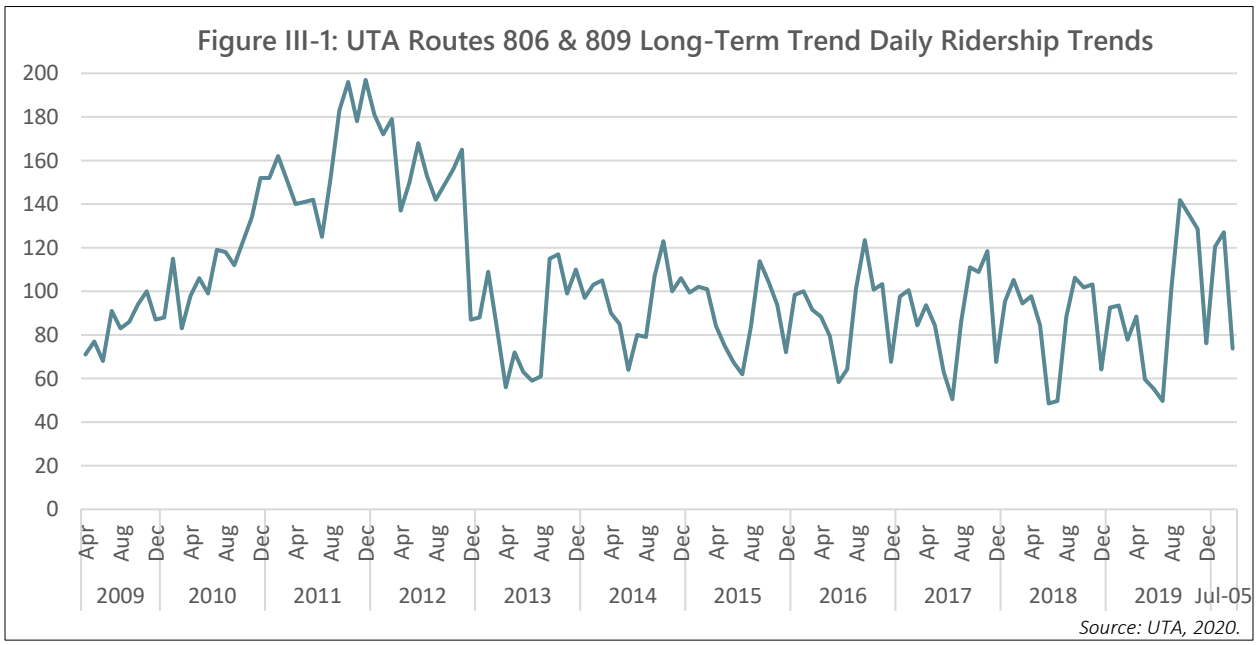
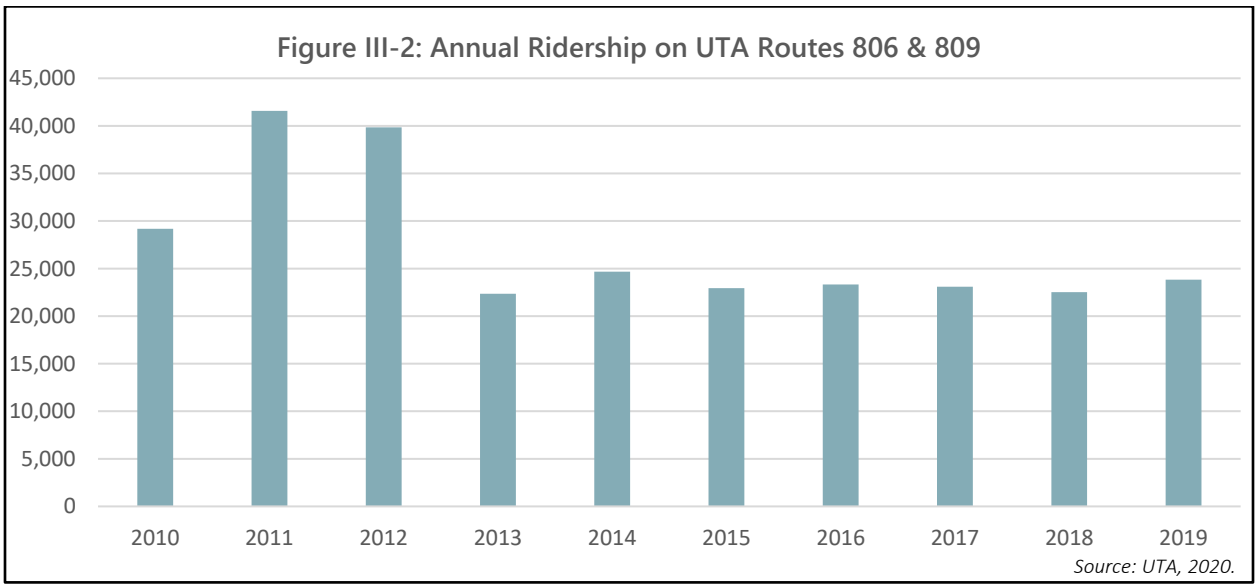


Figure III-2 presents annual ridership data for UTA's Route 806 and Route 809 for the period from 2010 through 2019. Annual ridership was highest during 2011 and 2012, and after dropping in 2013 has remained relatively stable around 23,000 annual passenger-trips.



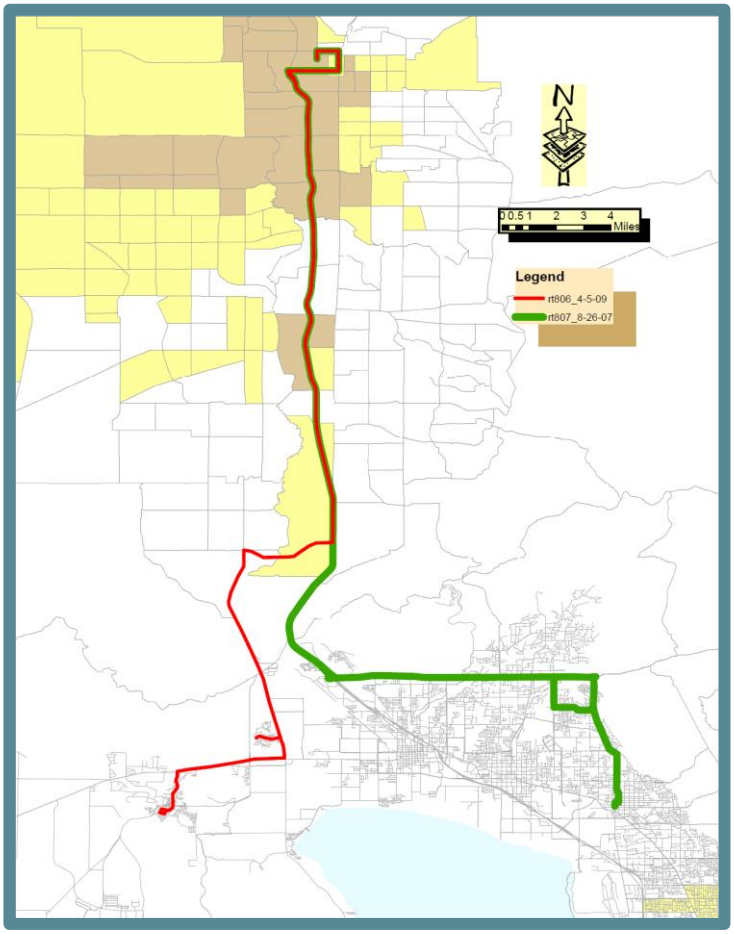
Using cost per vehicle revenue hour from the National Transit Database for 2019, along with the average number of passengers for September 2019, the average cost per passenger trip for the route is $9.06.

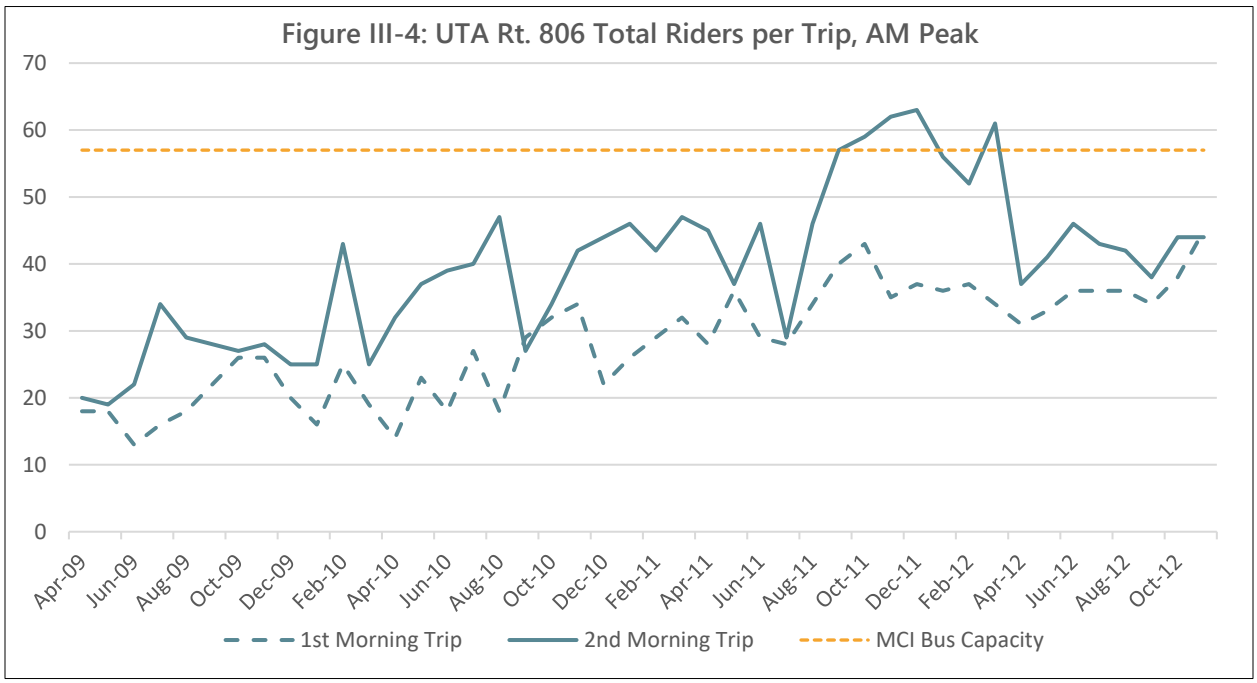
Historically (Pre-FrontRunner Service)

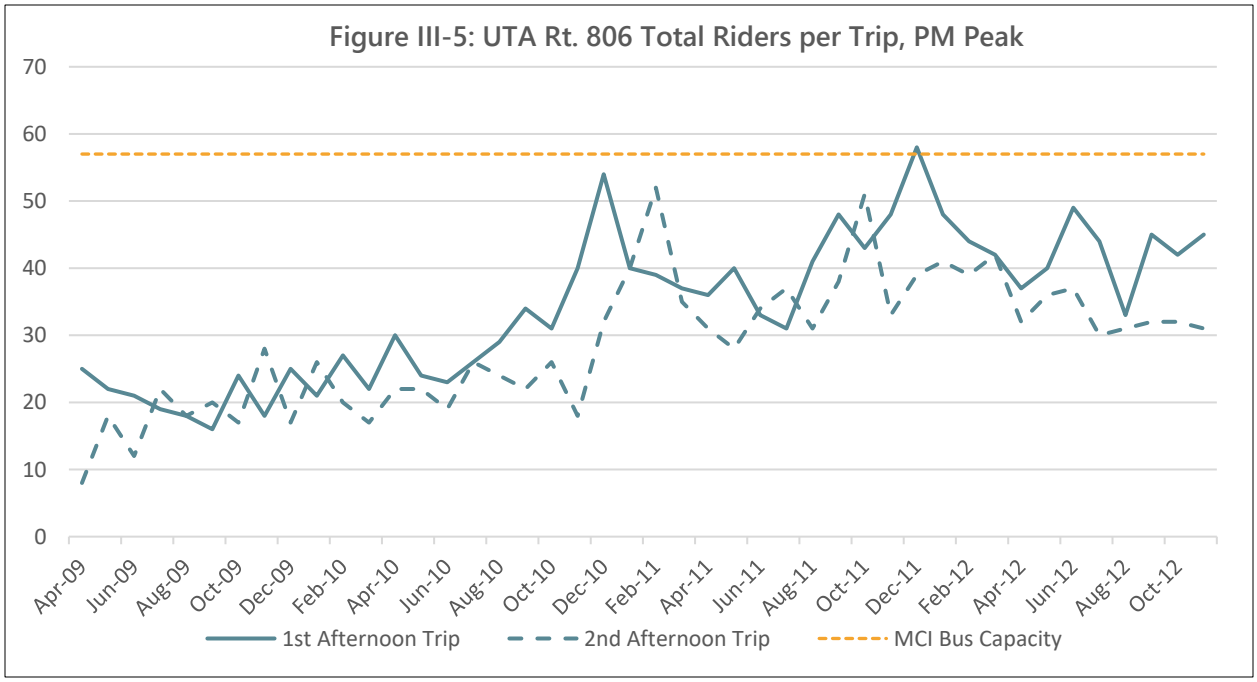
From April 2009 to November 2012, through a Congestion Mitigation and Air Quality (CMAQ) grant, UTA's Route 806 operated as an express service between Eagle Mountain/Saratoga Springs and Downtown Salt Lake City. Figure III-3 illustrates the route map for the service.

Between 2009 and 2012, the service consisted of two northbound trips during the A.M. peak period and two southbound trips during the P.M. peak period. Figures III-4 and III-5 present the total number of riders per trip on Route 806 between April 2009 and November 2012 during the A.M. and P.M. peak periods. According to UTA, during the 2011 – 2012 school year, ridership appears to have exceeded the seating capacity on the second morning trip. Ridership on all other trips generally ranged from 53 percent to 87 percent of seating capacity during this same period.

Figure III-3: Map of UTA Route 806, Apr. 2009-Nov. 2012
(Source: UTA, 2020)







Current Service

As UTA's FrontRunner commuter rail service began to come online in late 2012, Route 806 was phased out to prevent duplication of service. Instead, Route 806 was made into a local connection from Eagle Mountain and Saratoga Springs to the FrontRunner station. By the end of its time as a commuter bus service in late 2012, the acceptance of the route was very popular with its limited pool of dedicated riders. Some days there were no seats available as it left Utah County for downtown Salt Lake City, meaning 80 to 90 passengers per day traveling north in the morning and then returning south in the afternoon. In December 2012, the ridership on Route 806 plummeted as the route changed to a Utah County route with connection to the FrontRunner rail service.

While the express bus service performed very well in terms of passengers per trip, when analyzed by passengers per mile, the route was very expensive due to the overall length of the trip to downtown Salt Lake City. The limited budget of miles and hours prevented UTA from continuing to add to the Route 806 service once the FrontRunner commuter rail service was up and running.

The resources to operate the Route 806 express bus to downtown Salt Lake City were redirected to the new connector bus and FrontRunner rail service. The new routing provides a way to move more passengers from northwest Utah County to the central part of the county, primarily from Eagle Mountain/Saratoga Springs to Lehi Station, and also provides connection to places like Utah Valley University. By operating more trips throughout the day with a higher carrying capacity, the FrontRunner is able to accommodate 700 passengers a day boarding at the Lehi Station and providing a regional connection to and from Salt Lake City. This service model provides a higher level of service and a wider variety of service to the Eagle Mountain and Saratoga Springs areas. The current route map for the Route 806 service with connection to the FrontRunner rail service is shown in Figure III-6.

Figure III-*6*: Current UTA Route 806 Map (Source: UTA, 2020)

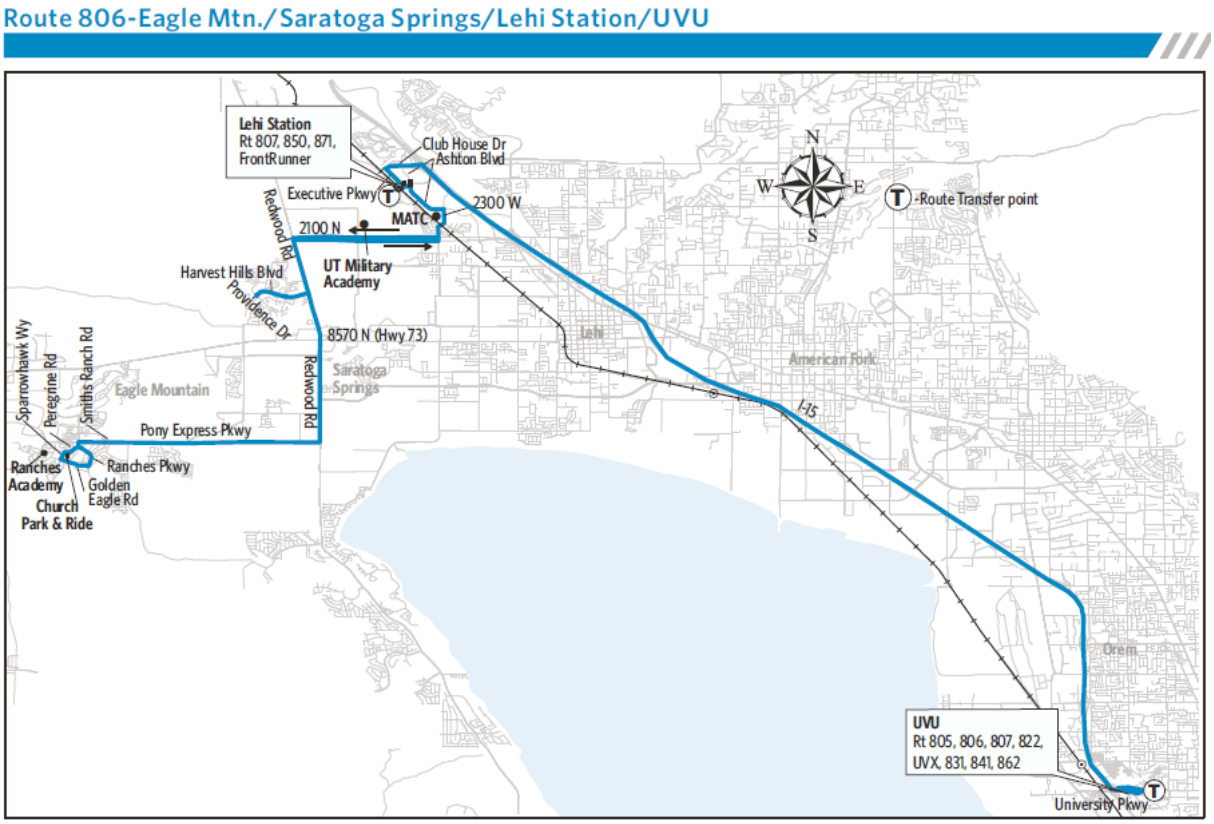


Figure III-7 illustrates average daily boardings for Route 806 during 2019. The stops with the most boarding activity included Campus Drive at 791 W (168 boardings), 1200 S at 735 W (68 daily boardings), and Lehi Station (27 boardings).

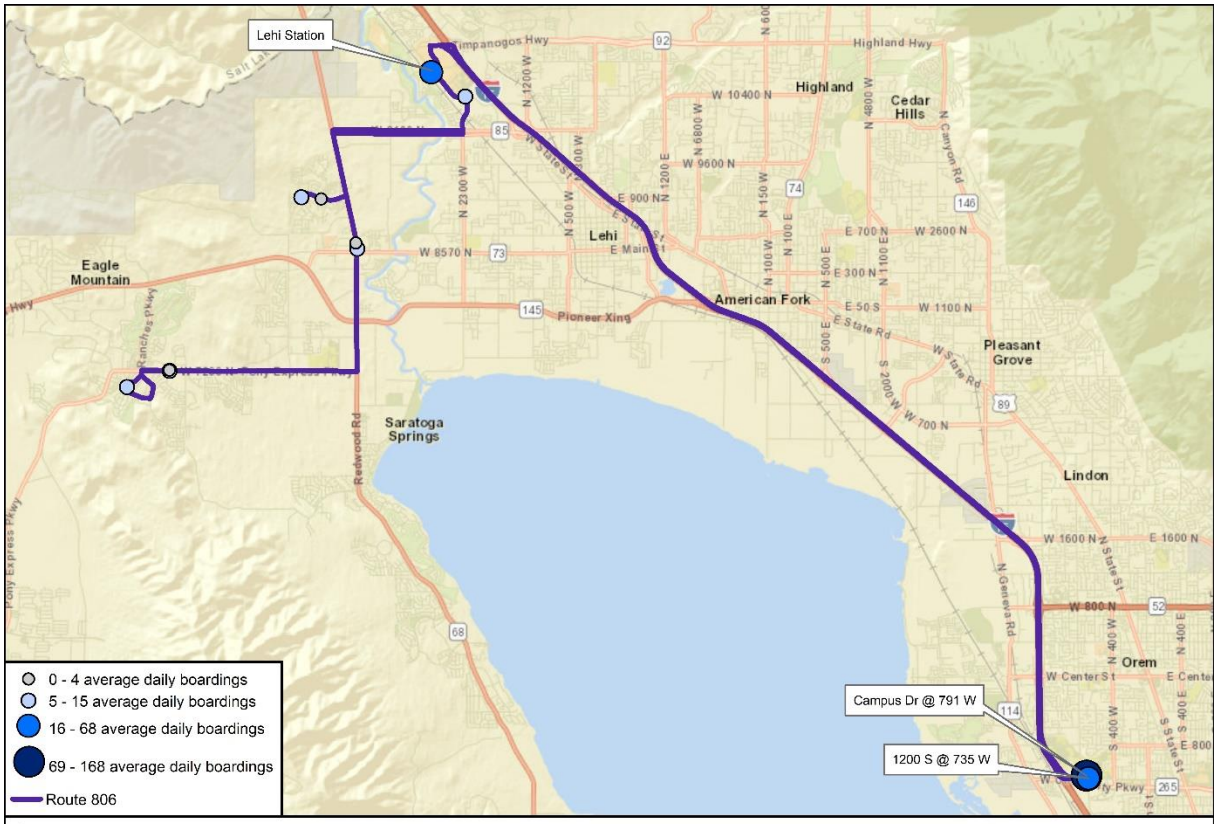


Figure III-7

2019 Average Daily Boardings for Route 806



Chapter IV: Community Conditions

INTRODUCTION

Chapter IV presents the community conditions, demographics, and select local travel patterns for Eagle Mountain and Saratoga Springs, UT.

Eagle Mountain and Saratoga Springs are located in north western Utah County, UT. They are west of Lehi and approximately 35 miles south of Salt Lake City, UT. Saratoga Springs borders Utah Lake to the east. Saratoga Springs was incorporated at the end of 1997 and became a city in 2001. Eagle Mountain is located to the west of Saratoga Springs and is to the west and north of the Lake Mountains. It is also a relatively new city. Eagle Mountain was incorporated in late 1996 and became a city in 2003. Both Eagle Mountain and Saratoga Springs are in the Provo-Orem, UT Metropolitan Statistical Area.

The demographic analysis was done by block group, which is a census-defined boundary. These boundaries do not necessarily denote neighborhoods or communities, but rather act as a standardized means for analysis. The study-area block groups are shown in Figure IV-1.

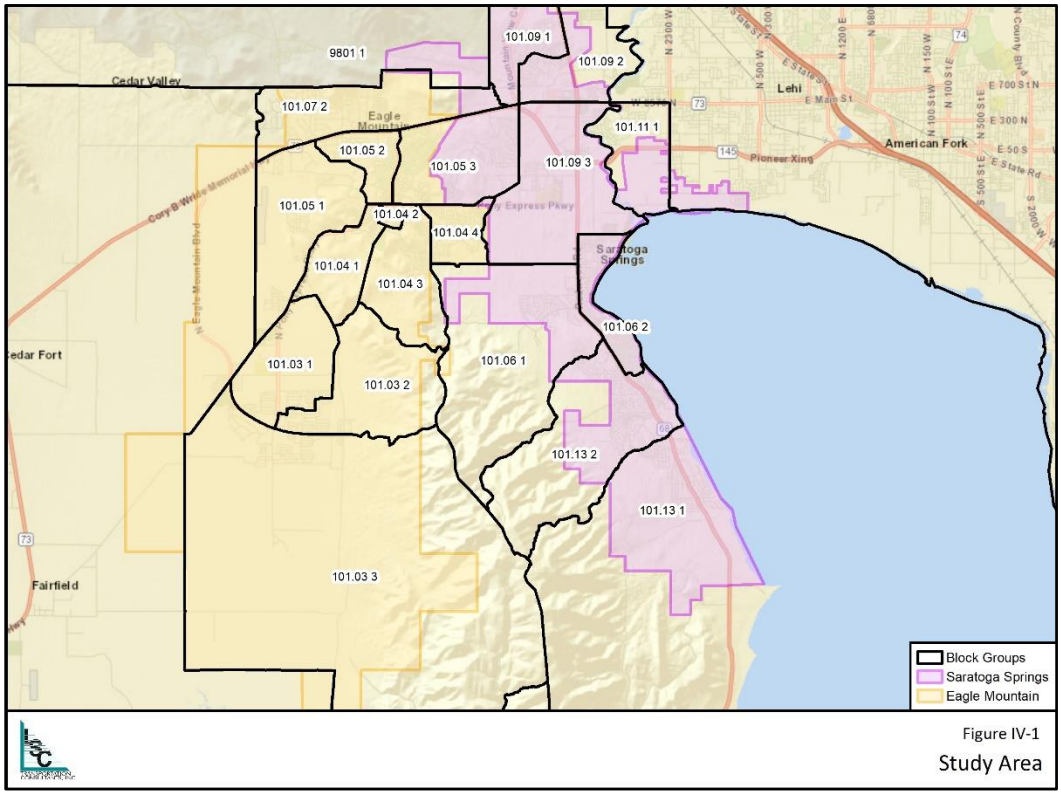


Figure IV-1
Study Area

DEMOGRAPHIC CHARACTERISTICS

Demographics

Unless noted otherwise, all data listed in this chapter are from the 2018 U.S. Census American Community Survey (2018 ACS) five-year estimates. According to the 2018 ACS, the total population of the study area is 59,079.

Population Density

Population density is used to determine where population is concentrated. The size of the census block groups can skew the location of population concentrations. Transit is generally more successful in areas with greater concentrations of population. As shown in Figure IV-2, the area with the highest density is the area in north east Eagle Mountain, east of Porters Crossing Parkway.

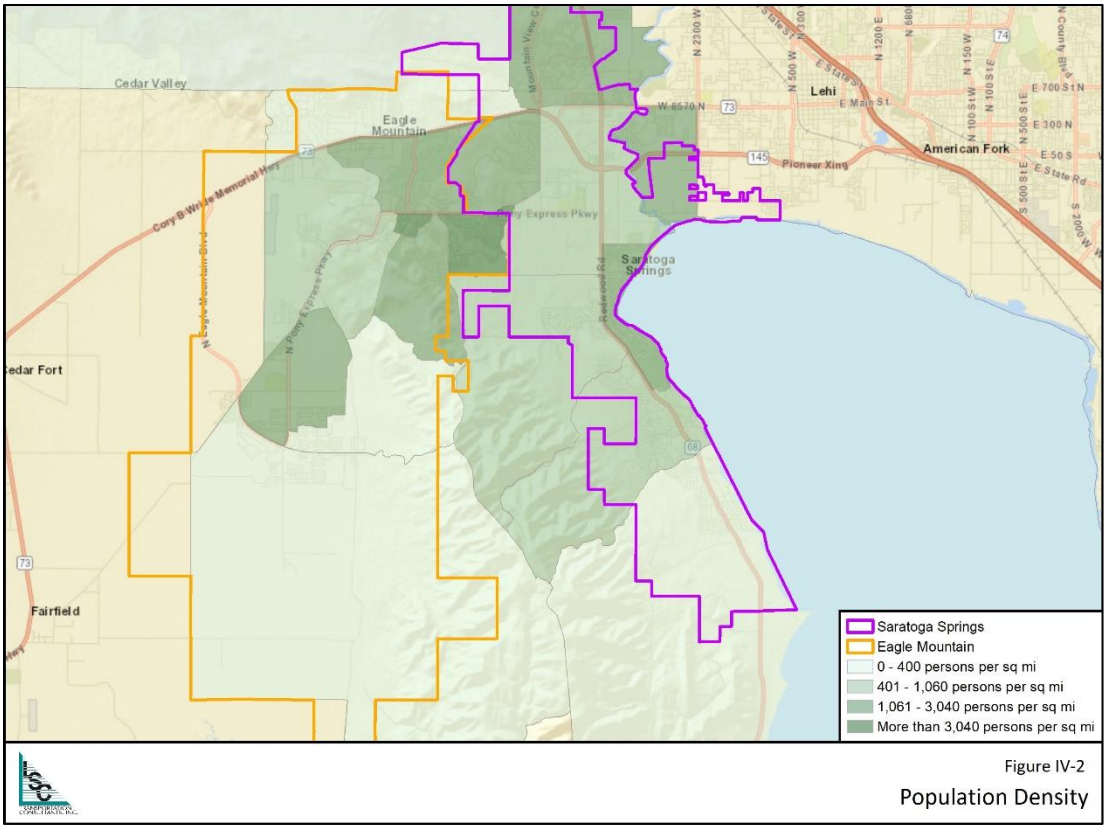


Figure IV-2
Population Density

Population Growth

According to the Saratoga Springs city website

- The Utah Governor's Office of Economic Development identified Saratoga Springs with the fastest growth rate in the State from 2000-2010 at 1,672.8 percent.
- Saratoga Springs was recently identified as the epicenter for growth in Utah, with an average growth rate of 635 residential units, or 2,700 new residents, each year.
- The City's current population is nearly 38,000 residents and growing far ahead of prior projections.
- This continued growth will translate into a 35 percent population increase over the next 5 years or 51,000 total residents. At this rate, Saratoga Springs' population will nearly double in the next 10 years.

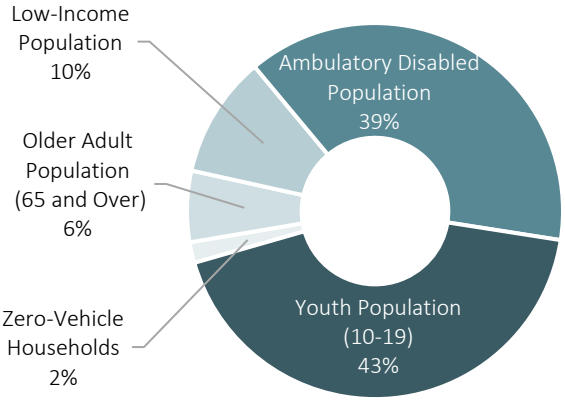
According to the Eagle Mountain 2018 General Plan, Eagle Mountain grew from a population of 250 at its incorporation in 1996, to over 30,000 people. The Mountainland Association of Governments projects a population increase of nearly 200 percent from the year 2010 to 2030, with an estimated population of 57,000 in 2030.

Transit-Dependent Population Characteristics

This section provides information on the individuals considered by the transportation profession to be dependent upon public transit. The four types of limitations that preclude people from driving are physical limitations, financial limitations, legal limitations, and self-imposed limitations. Physical limitations may include permanent disabilities (i.e., frailty, blindness, paralysis, or developmental disabilities) to temporary disabilities (i.e., acute illnesses and head injuries). Financial limitations include people who are unable to purchase or rent a vehicle. Legal limitations include being too young to drive or having no driver's license. Self-imposed limitations refer to people who choose not to own or drive a vehicle (some or all of the time) for reasons other than those listed in the first three categories.

The Census is generally capable of providing information about the first three categories of limitation. The fourth category of limitation represents a relatively small portion of transit ridership in areas with low density. Figure IV-3 presents the study area's statistics regarding transportation dependent populations. Although ambulatory disabled and low-income population data are included in the 2018 ACS, they are only available at the tract level and were apportioned to the block group level, based on the population of the block group compared to the total population in the tract. Detailed tables for this chapter can be found in Appendix A.

Figure IV-3: Population Characteristics



Older-Adult Population

The older-adult population, defined by the U.S. Census Bureau as people 65 years of age or older, represents a significant number of the national transit-dependent population and represents six percent of the total population in the study area. As shown in Figure IV-4, the areas with the highest density are in central Saratoga Springs and north Eagle Mountain.

Population of Persons with an Ambulatory Disability

An individual is classified as having an "ambulatory disability" if they have serious difficulty walking or climbing stairs. Approximately 39 percent of the population in the selected area has some type of ambulatory disability. As shown in Figure IV-5, the areas with the highest density of persons with an ambulatory disability are in the north east portion of Eagle Mountain followed by central Saratoga Springs.

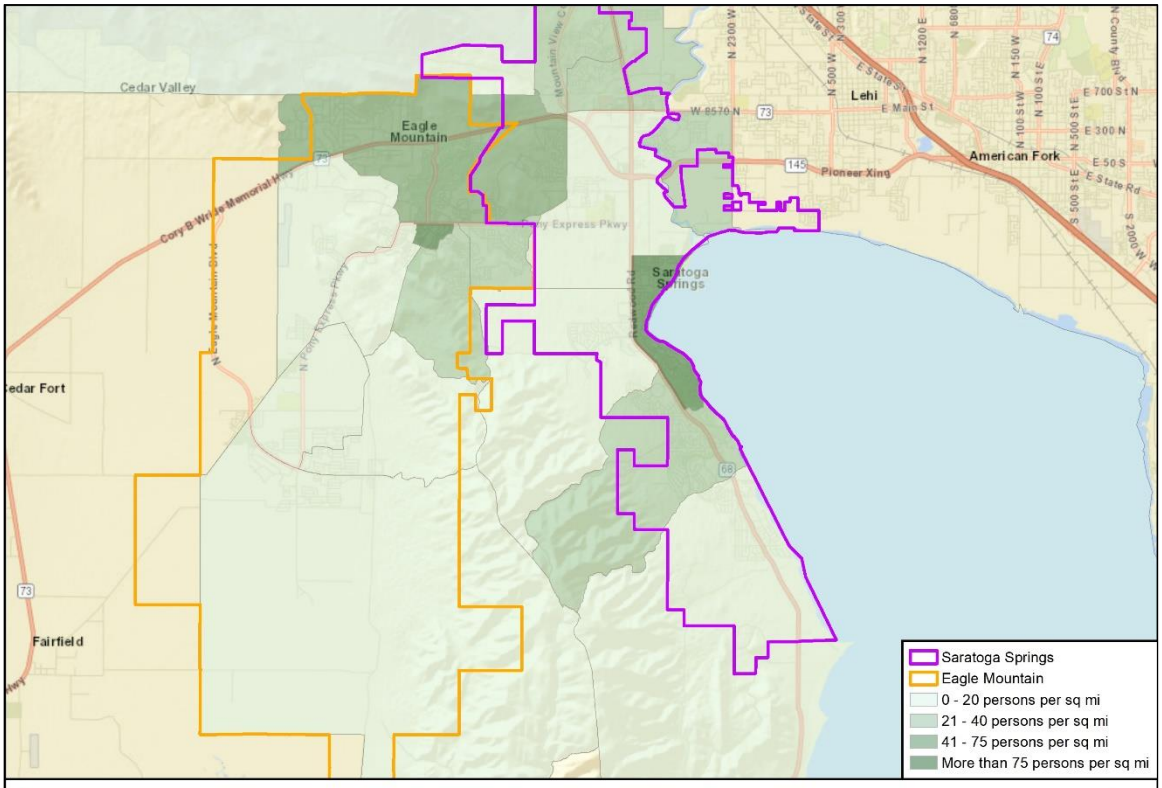


Figure IV-4
Density of Older Adults

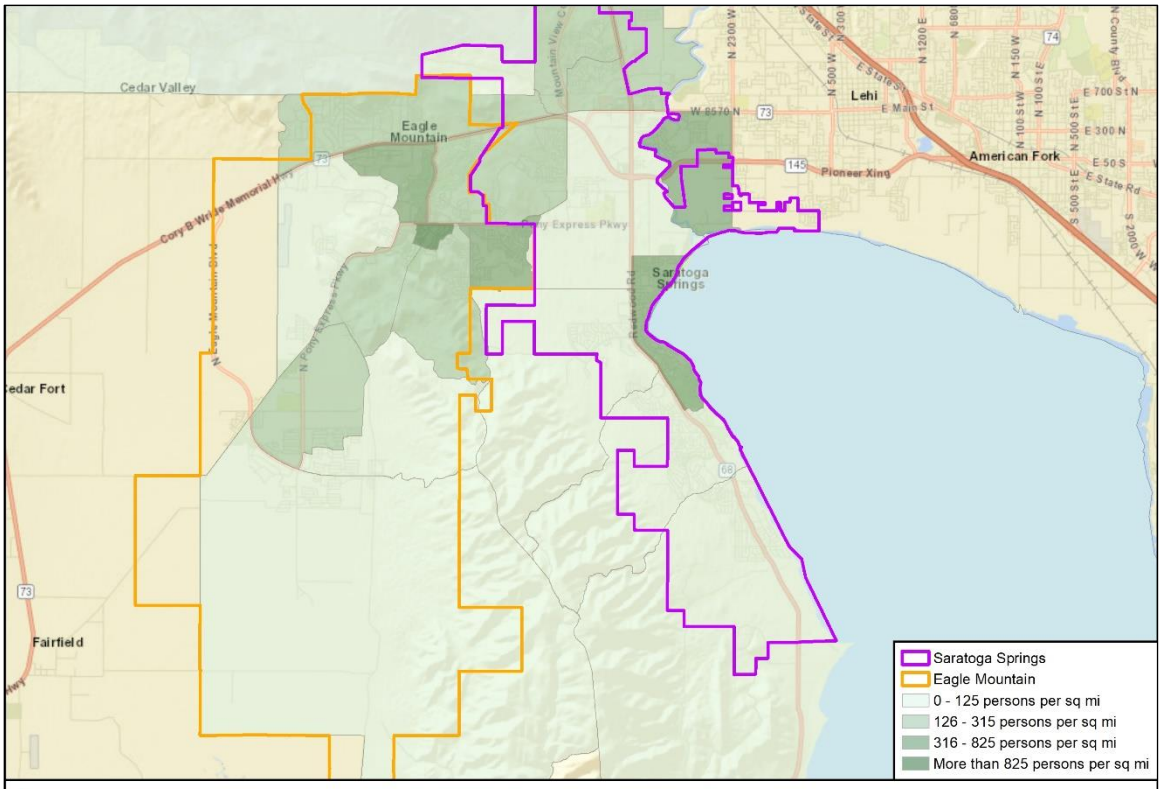


Figure IV-5
Density of Ambulatory Disabled Persons

Low-Income Population

Low-income population, as defined by the FTA, includes persons whose household income is at or below the Department of Health and Human Services' poverty guidelines. The low-income population listed in the tables and GIS maps includes people who are living below the poverty line using the Census Bureau's poverty threshold. Approximately 10 percent of the population of the selected area are considered low income. As shown in Figure IV-6, the area with the highest density is in north east Eagle Mountain, east of Porters Crossing Parkway.

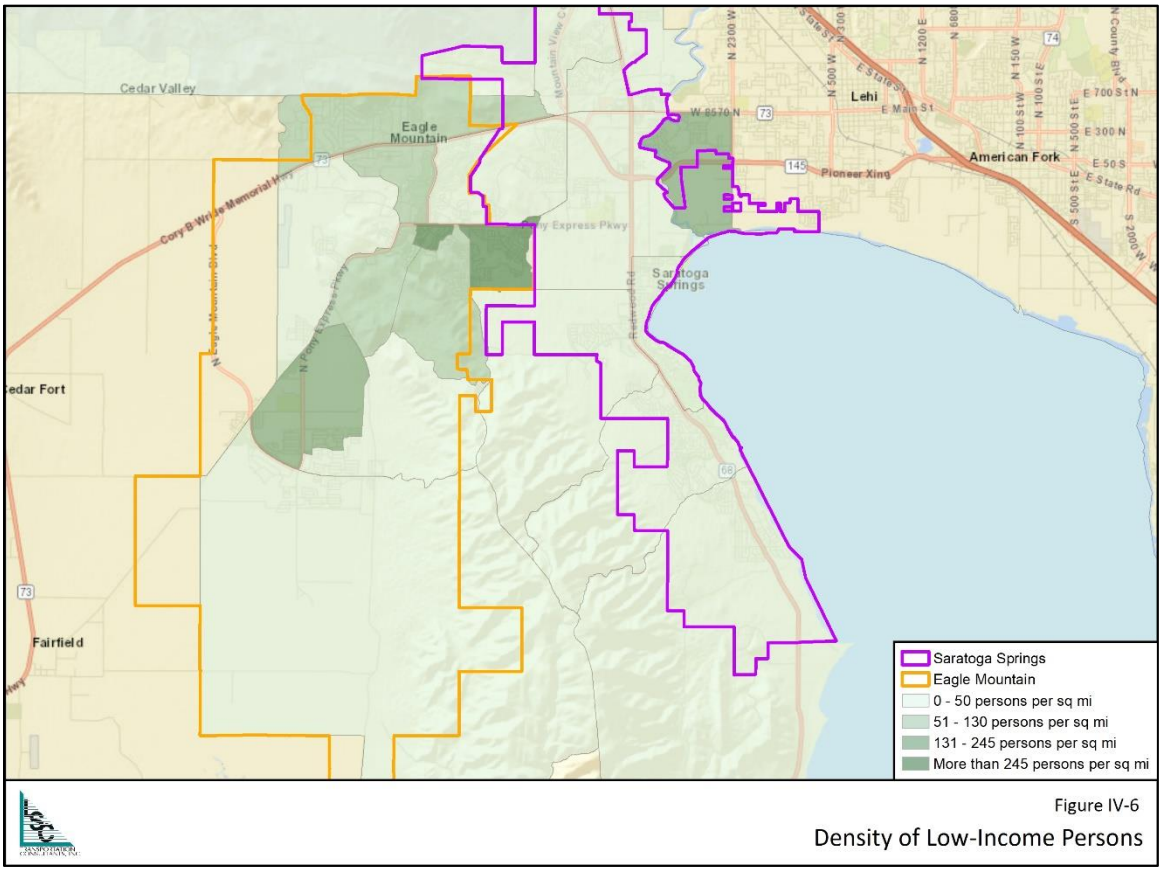


Figure IV-6
Density of Low-Income Persons

Zero-Vehicle Households

Individuals residing in zero-vehicle households are generally transit-dependent as they do not have access to a private vehicle. Approximately two percent of households in the selected area reported having no vehicle available for use. The density of zero-vehicle households for the study area is shown in Figure IV-7. The ranges for the density of zero-vehicle households are quite low, due to the size of the block groups, combined with the small number of zero-vehicle households in the study area. The area with the highest density is in east central Eagle Mountain, followed by north eastern Saratoga Springs.

Youth Population

The population density of youth (10-19 years of age) for the study area is shown in Figure IV-8. Approximately 43 percent of the population of the study area are youth. While youth make up the largest percentage of persons in the study area, the highest concentrations are in northern Eagle Mountain

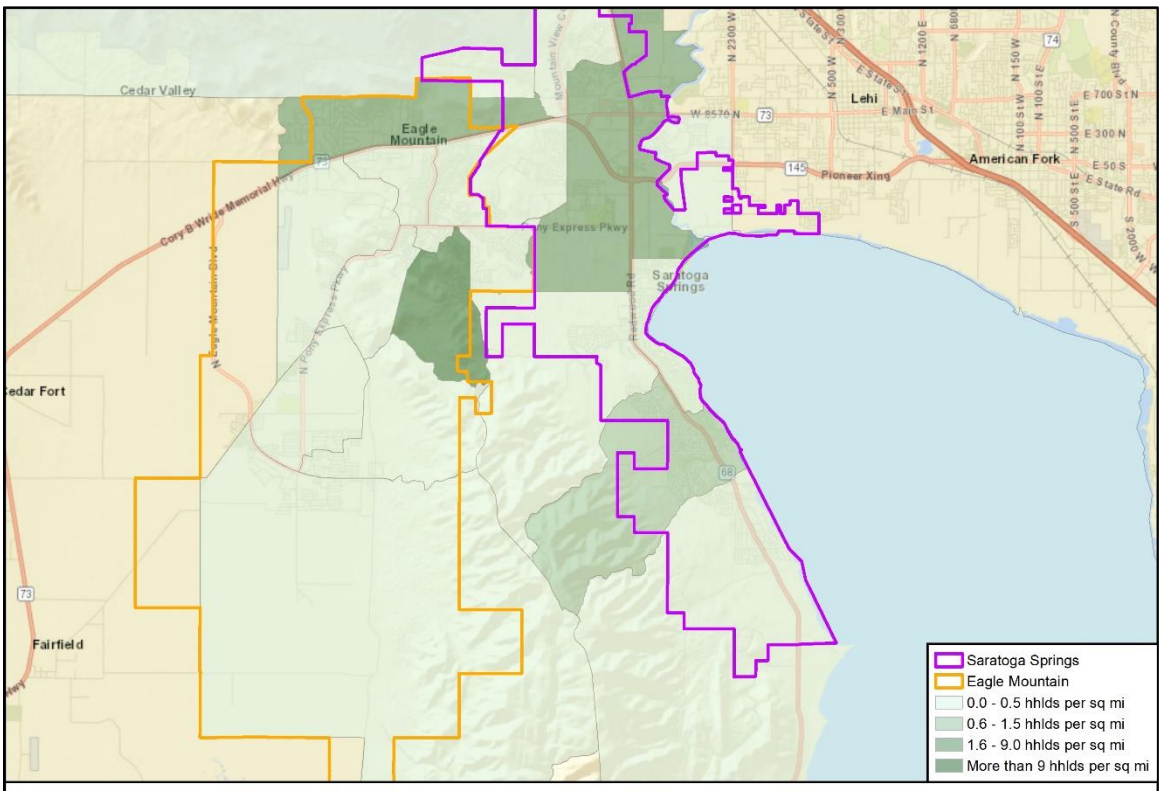


Figure IV-7
Density of Zero-Vehicle Households

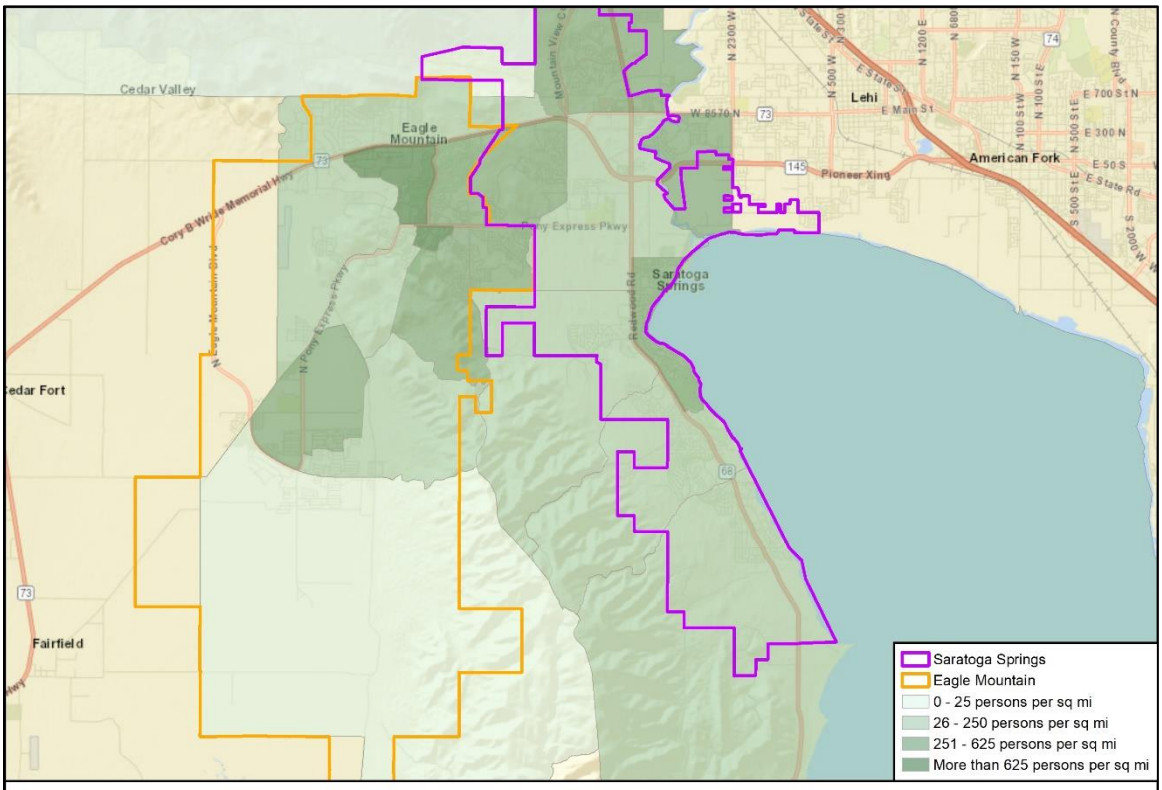


Figure IV-8
Density of Youth

COMMUNITY ECONOMIC CHARACTERISTICS

As shown in Table IV-1, according to the 2018 ACS, the study area has a total civilian labor force of 23,647, with 786 identified as unemployed (2.4 percent). This is comparable to the 2018 ACS five-year average unemployment for Utah (2.2 percent). According to 2018 ACS, the unemployment rate for the study area (3.3 percent) is similar to the unemployment rate for Utah (3.2 percent).

Table IV-1: Employment Statistics in the Study Area

	Eagle Mountain		Saratoga Springs		Total	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Population 16 years and over	16,879		15,728		32,607	
In labor force	12468	73.9%	11179	71.1%	23,647	72.5%
Civilian labor force	12417	73.6%	11119	70.7%	23,536	72.2%
Employed	12079	71.6%	10671	67.8%	22,750	69.8%
Unemployed	338	2.0%	448	2.8%	786	2.4%
Armed Forces	51	0.3%	60	0.4%	111	0.3%
Not in labor force	4411	26.1%	4549	28.9%	8,960	27.5%
Unemployment Rate		2.7%		4.0%		3.3%

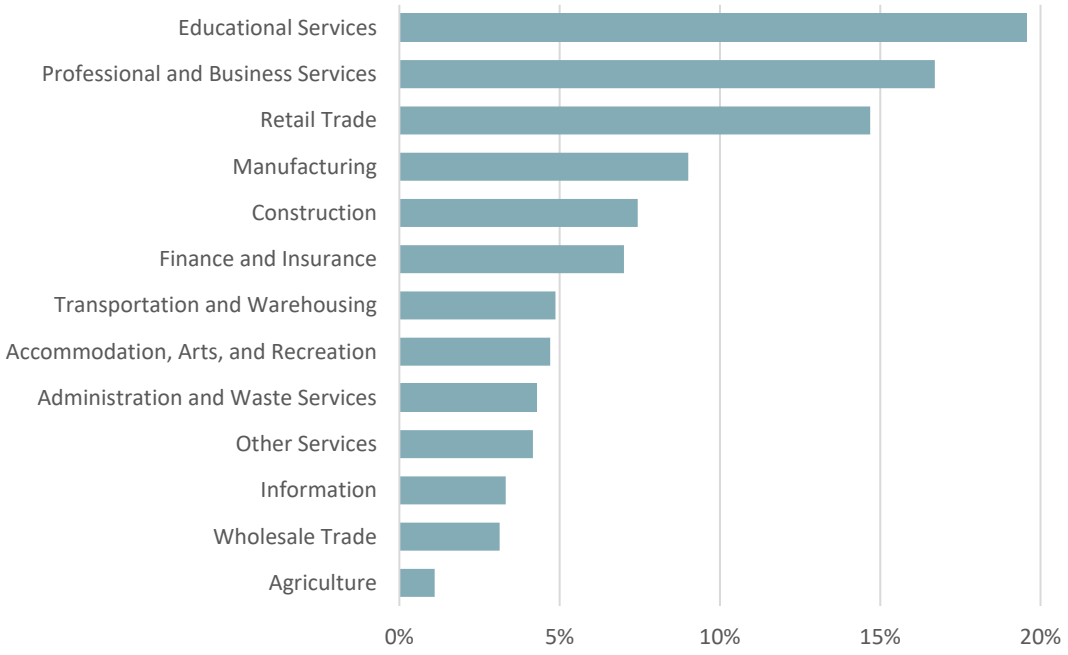
Source: US Census Bureau, American Community Survey, 2018

According to Longitudinal Employer-Household Dynamics (LEHD) data, there were 23,197 persons in the in-area labor force for Eagle Mountain and Saratoga Springs in 2018. Of those, 22,023 persons (approximately 95 percent) were employed outside of the area. Both Eagle Mountain and Saratoga Springs have both included plans for economic development in their recent master plans.

Employment Sectors

Figure IV-9 shows the available 2018 ACS employment information for the study area by employment sector. The employment numbers reflect a five-year average and may not accurately reflect current conditions. The Educational Services sector is the largest sector in the study area, accounting for approximately 19.6 percent of

Figure IV-9: Employment by Industry



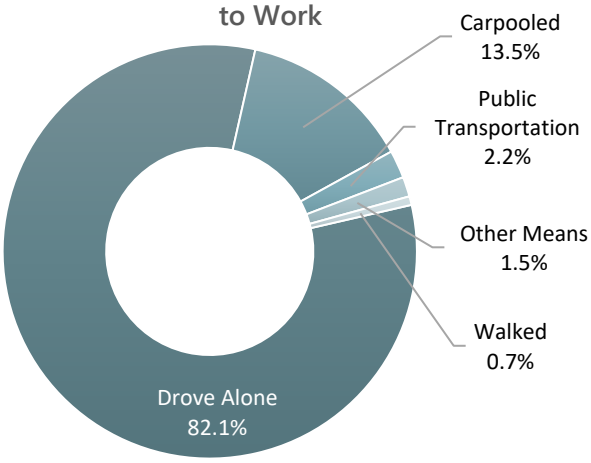
employment. The second highest industry sector is Professional and Business Services (16.7 percent). Retail Trade was the third highest sector, reporting approximately 14.7 percent of employees.

TRAVEL PATTERNS

Work Transportation Mode

The 2018 ACS yields information about the means of transportation to work for the study area's employed residents. Figure IV-10 shows the modes of travel for the study area's modes of travel to work. These data were tabulated for employees 16 years of age and older who were employed when the ACS was completed. The majority of the study area's workforce drives alone to work (16,349 people or 82.1 percent). Carpooling (13.5 percent) was the next highest mode of transportation to work. There were 433 employees (2.2 percent) who reported using public transportation. Out of the study area's workforce, 2,382 people reported that they worked from home, requiring no mode of transportation to work. These employees were not included when calculating the above percentages.

Figure IV-10: Means of Transportation to Work



The mean commute time for study-area residents was 33.3 minutes. Figure IV-11 shows that the most frequent response for residents' travel time to work was less than 30 to 34 minutes (17 percent of the respondents) followed by 35 to 44 minutes (15 percent). The third highest response was 45 to 59 minutes (13 percent).

Figure IV-11: Travel Time to Work

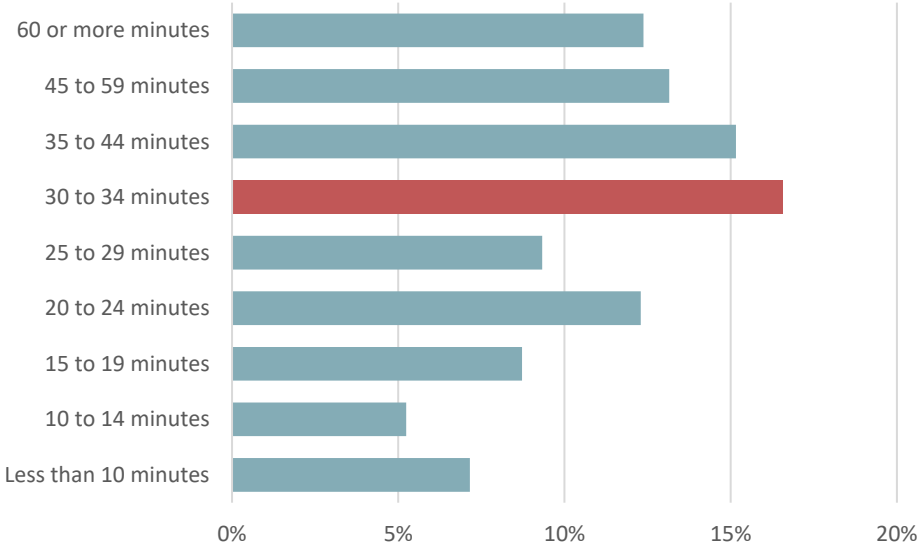
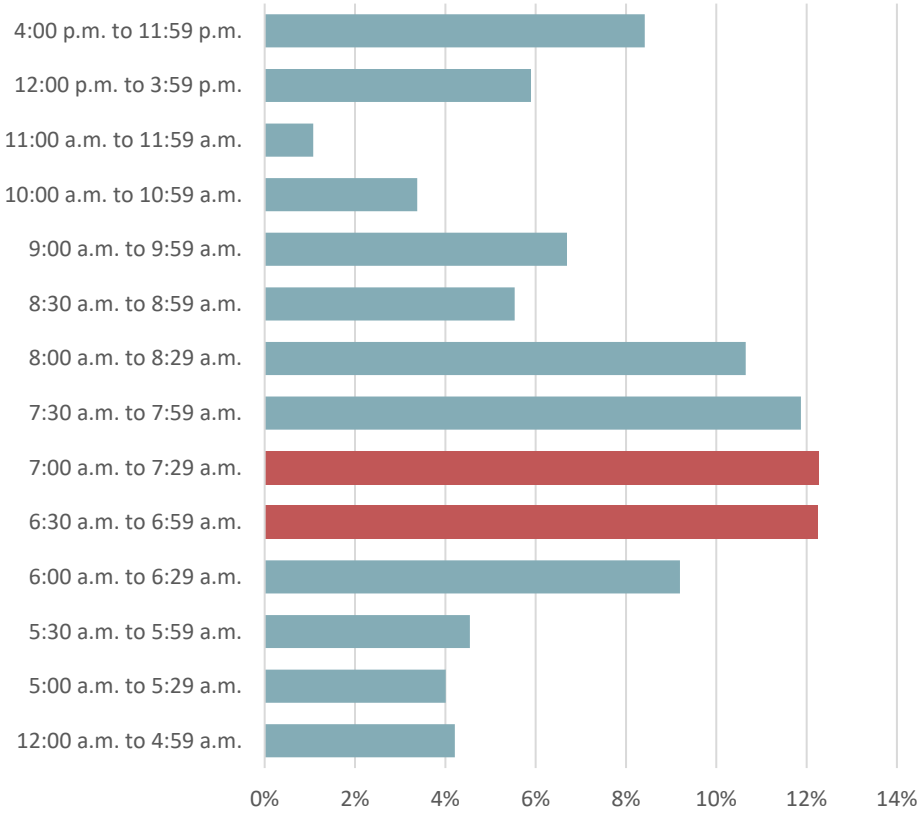


Figure IV-12 shows the time ranges for study-area residents leaving home to go to work. The most frequent responses for the study area were between 6:30 and 6:59 a.m., and 7:00 and 7:29 a.m. with 12.3 percent of the total responses. The next most frequent response was between 7:30 and 7:59 a.m. with 11.9 percent, followed by 8:00 and 8:29 a.m. with 10.7 percent of total responses.

Figure IV-12: Time Leaving Home to go to Work





Chapter V: Community Survey

SURVEY METHODOLOGY

As part of the effort to obtain input from the community, a survey questionnaire was used for Northwest Utah County residents. The questionnaire was developed with input from the study partners and Mountainland Association of Governments (MAG) staff and then distributed as widely as possible. The survey asked respondents to answer a series of questions about their personal and household transportation needs. The survey was available online and as a paper (PDF) version for approximately three weeks (from November 17, 2020 through December 4, 2020) and is included in Appendix A.

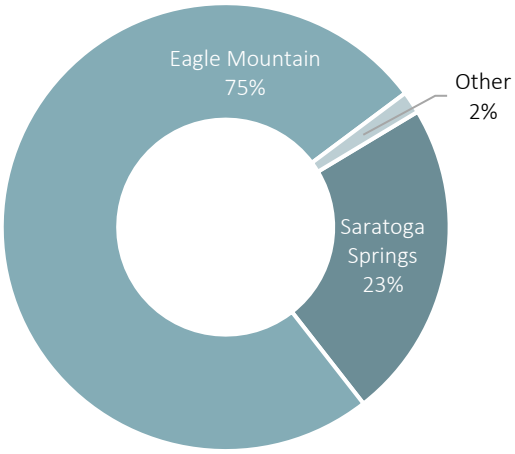
SURVEY ANALYSIS

A total of 942 survey responses were received and the results are discussed in the following section.

Residence Location

Respondents were asked to provide their residence location and the results are shown in Figure V-1. Approximately 75 percent of respondents indicated that they reside in Eagle Mountain, followed by 23 percent of respondents who reside in Saratoga Springs.

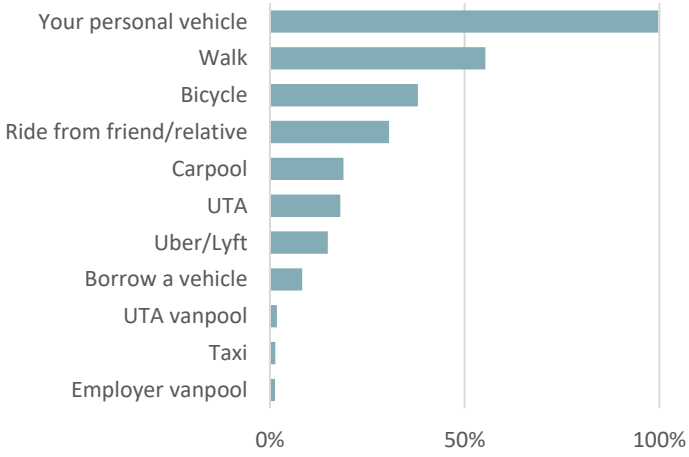
Figure V-1: Residence Location



Existing Transportation Modes Used

Respondents were asked which types of transportation they and others in their household use and how often they use it. Figure V-2 illustrates the results. Approximately all survey respondents (100 percent) reported they or a member of their household use a personal vehicle, followed by 55 percent of respondents who indicated that they walk, 38 percent of respondents who said they use a bicycle, and 31 percent of respondents who said they receive a

Figure V-2: Existing Transportation Modes

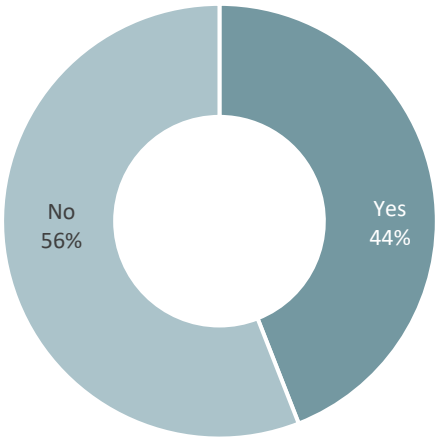


ride from a friend of relative. About 18 percent indicated they use UTA.

Potential Public Transit Use to Reach Areas Within Eagle Mountain/Saratoga Springs

Respondents were asked to indicate if they or a member of their household would use public transportation, such as a local bus or shuttle, to reach areas within Eagle Mountain and Saratoga Springs. As shown in Figure V-3, approximately 44 percent respondents indicated that they would use public transportation to reach areas within Eagle Mountain and Saratoga Springs, while approximately 56 percent of respondents said they would not. Respondents who indicated they would potentially use public transportation to reach areas within Eagle Mountain and Saratoga Springs were then asked a separate series of questions.

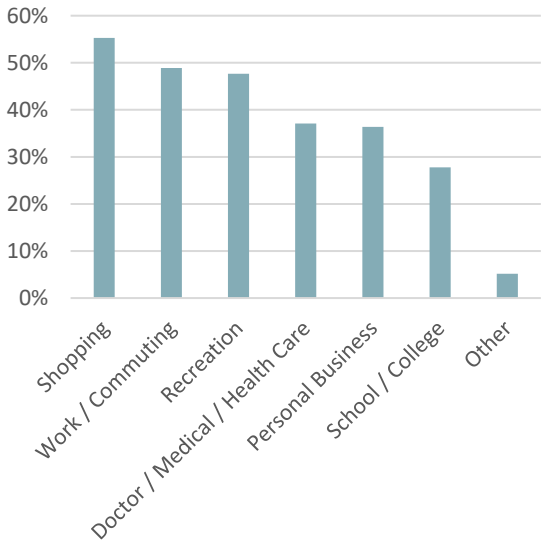
Figure V-3: Potential Transit Use Within Eagle Mountain/Saratoga Springs



Trip Purpose

Respondents were asked to indicate the primary trip purpose for which they or a member of their household would use public transportation within Eagle Mountain/Saratoga Springs—work/commuting, personal business, doctor/medical/health care, school/college, recreation, shopping, or another purpose. Respondents were allowed to select multiple responses to explain all of the types of trips they or a household member would use public transportation for within Eagle Mountain/Saratoga Springs. The results are shown in Figure V-4. Over half of respondents (55 percent) indicated that they would use public transportation for shopping trips, followed by 49 percent who would use it for commuting to and from work, and 48 percent who would use it for recreational trips.

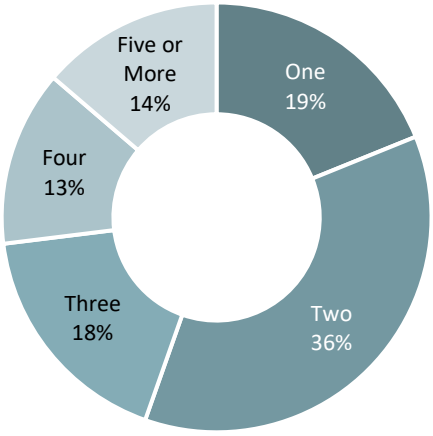
Figure V-4: Trip Purpose



Number of Potential Transit Riders per Household

Respondents were asked to indicate how many people in their household, including themselves, would use public transportation within Eagle Mountain/Saratoga Springs. The results are shown in Figure V-5. Approximately 36 percent of respondents said two people in their household would use public transportation within Eagle Mountain/Saratoga Springs, followed by 19 percent of respondents who said one person in their household and 18 percent of respondents who said two people in their household.

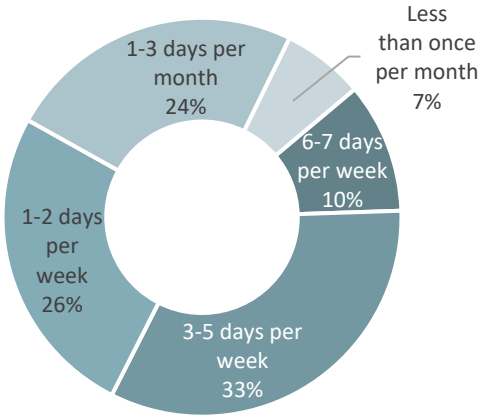
Figure V-5: Number of Potential Transit Riders



Frequency of Transit Use

Respondents were asked to indicate how often they or a household member would use public transportation within Eagle Mountain/Saratoga Springs. The results are shown in Figure V-6. Approximately 33 percent of respondents indicated that they or a household member would use public transportation to reach areas within Eagle Mountain/Saratoga Springs three to five days per week, followed by those who would use it one to two days per week (26 percent) and those who would use it one to three days per month (24 percent).

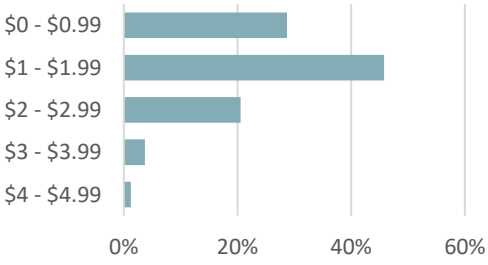
Figure V-6: Potential Number of Days Riding Transit



Price Willing to Pay Per Trip

Respondents were asked how much they would be willing to pay per trip to use public transportation within Eagle Mountain/Saratoga Springs. The results are shown in Figure V-7. Almost half of respondents (46 percent) indicated that they would be willing to pay $1.00 to $1.99 per trip, followed by those who would be willing to pay $0.00 to $0.99 per trip (29 percent) and those who would be willing to pay $2.00 to $2.99 per trip (20 percent).

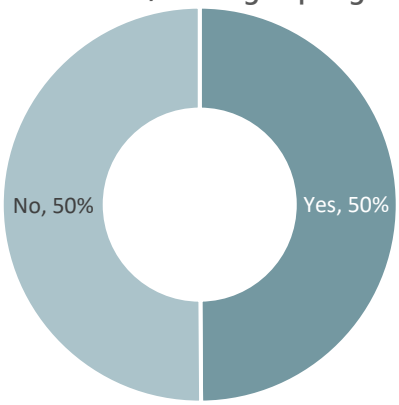
Figure V-7: Price Willing to Pay Per Trip



Potential Public Transit Use to Reach Areas Outside Eagle Mountain/Saratoga Springs

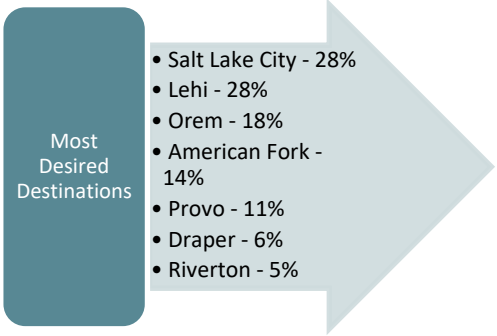
Respondents were asked to indicate if they or a member of their household would use public transportation, such as a local bus or shuttle, to reach areas outside Eagle Mountain/Saratoga Springs. As shown in Figure V-8, approximately half of respondents (50 percent) indicated that they would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs. Respondents who indicated they would potentially use public transportation to reach areas outside Eagle Mountain/Saratoga Springs were then asked a separate series of questions.

Figure V-8: Potential Transit Use Outside Eagle Mountain/Saratoga Springs



Desired Destinations

Survey respondents were asked which destination(s) they or members of their household would use public transportation to reach outside Eagle Mountain/Saratoga Springs. Respondents were allowed to select multiple destinations outside Eagle Mountain/Saratoga Springs. The most frequent

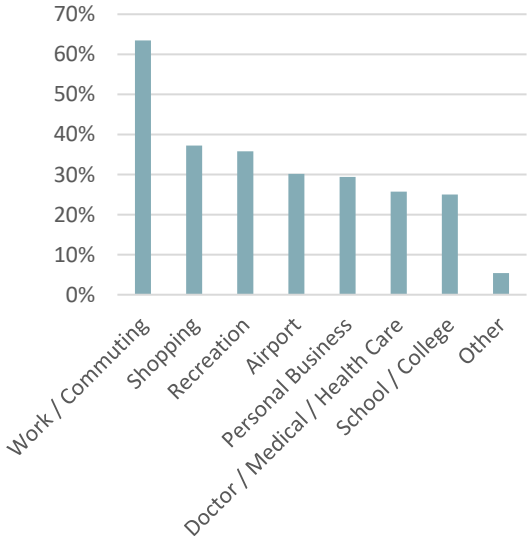


responses included Salt Lake City (28 percent), Lehi (28 percent), Orem (18 percent), American Fork (14 percent), and Provo (11 percent). Combined, Oren and Provo would be 29 percent of the respondents.

Trip Purpose

Respondents were asked to indicate the primary purpose for which they or a member of their household would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs — work/commuting, recreation, shopping, personal business, doctor/medical/health care, school/college, airport, or other purpose. Respondents were allowed to select multiple responses to explain all of the types of trips they or a household member would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs. The results are shown in Figure V-9. Approximately 63 percent of respondents indicated that they would use public transportation for commuting to and from work, followed by 37 percent who would use it for shopping trips and 36 percent who would use it for recreational trips.

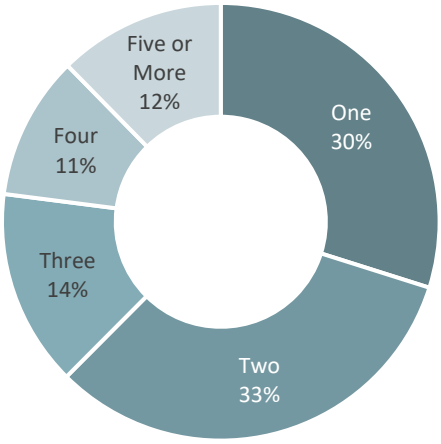
Figure V-9: Trip Purpose



Number of Potential Transit Riders per Household

Respondents were asked to indicate how many people in their household, including themselves, would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs. The results are shown in Figure V-10. Approximately 33 percent of respondents said two people in their household would use public transportation to reach areas Eagle Mountain/Saratoga Springs, followed by 30 percent of respondents who said one person in their household and 14 percent of respondents who said three people in their household.

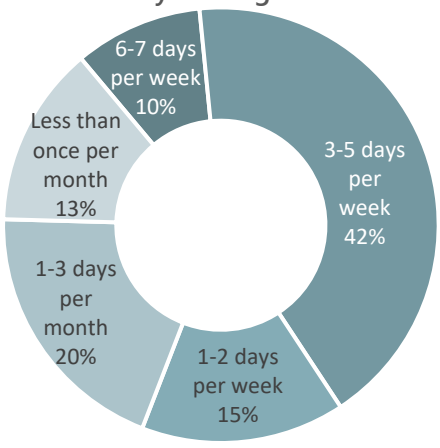
Figure V-10: Number of Potential Transit Riders



Frequency of Transit Use

Respondents were asked to indicate how often they or a household member would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs. The results are shown in Figure V-11. Approximately 42 percent of respondents indicated that they or a household member would use public transportation to reach areas outside Eagle Mountain/Saratoga Springs between three to five days per week, followed by those who would use it one to three days per month (20 percent) and those who would use it one to two days per week (15 percent).

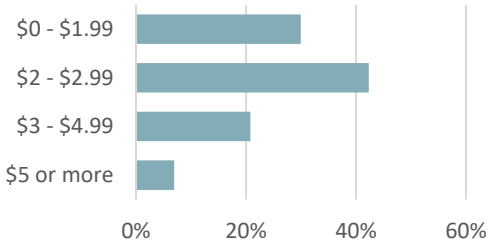
Figure V-11: Potential Number of Days Riding Transit



Price Willing to Pay Per Trip

Respondents were asked how much they would be willing to pay per trip to use public transportation outside Eagle Mountain/Saratoga Springs. The results are shown in Figure V-12. Almost half of respondents (42 percent) indicated that they would be willing to pay $2.00 to $2.99 per trip, followed by those who would be willing to pay $0.00 to $1.99 per trip (30 percent).

Figure V-12: Price Willing to Pay Per Trip

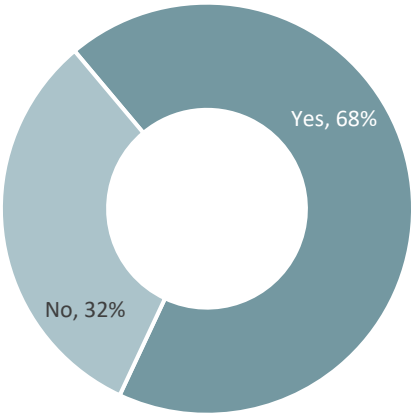


Desired Park-n-Ride Location

Respondents were asked if they would use a park-n-ride lot in order to ride transit if one was located in their community. As shown in Figure V-13, approximately 68 percent of respondents said yes, that they would use a park-n-ride lot located in their community in order to ride transit, while 32 percent of respondents said no.

Of those who said they would use a park-n-ride lot, many indicated that they would prefer a location at an existing major community landmark (i.e., Walmart, grocery store, library, etc.) or at an easy-to-reach location in the city center.

Figure V-13: Would you Use a Park-n-Ride Lot?



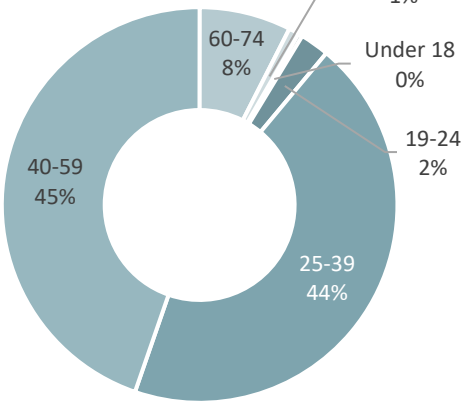
Demographic Questions

All respondents were asked to answer a series of demographic questions.

Age

Respondents were asked to indicate their age and the results are shown in Figure V-14. Almost half of respondents (45 percent) were between the ages of 40 and 59, followed by 44 percent of respondents between the ages of 25 and 39.

Figure V-14: Age of Respondents



Employment Status

Respondents were asked to indicate their current employment status—employed full-time, employed part-time, unemployed, disabled, retired, student (college or high school), or other. Respondents were allowed to select multiple responses to explain their current employment status and the results are shown in Figure V-15. Approximately 67 percent of all respondents indicated that they are employed full-time, followed by 13 percent of all respondents who said that they are employed part-time and nine percent of respondents who indicated that they are unemployed.

Respondents who indicated that they are currently employed were asked to provide the zip code of their work location. The top ten zip codes for employment locations are presented in Table V-1. The most frequent zip codes included 84005 (Eagle Mountain), 84043 (Lehi, Eagle Mountain, Saratoga Springs), 84045 (Saratoga Springs), and 84003 (American Fork, Lindon, and Highland).

Figure V-15: Employment Status

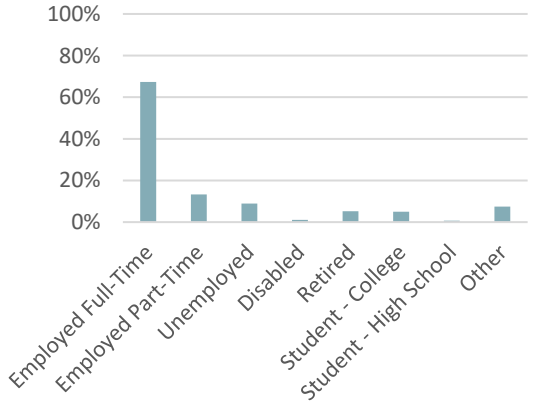


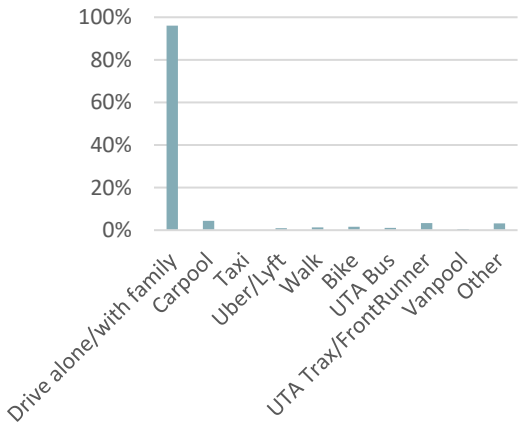
Table V-1: Top Ten Employment Locations

Zip Code	Location	Number of Respondents	Percent of Total Respondents
84005	Eagle Mountain	106	17%
84043	Lehi, Eagle Mountain, Saratoga Springs	74	12%
84045	Saratoga Springs	56	9%
84003	American Fork, Lindon, Highland	38	6%
84020	Draper	32	5%
84095	South Jordan	27	4%
84065	Riverton, Bluffdale, Draper	24	4%
84070	Midvale, Sandy	17	3%
84062	Pleasant Grove, Cedar Hills, Highland	15	2%
84058	Orem, Vineyard	13	2%

Current Mode of Transportation to Work

Respondents were asked, if they or another member of their household currently work outside their home, how they travel to work. Respondents were allowed to select multiple responses to explain their current mode(s) of transportation to work and the results are shown in Figure V-16. The majority of respondents (96 percent) indicated that they or another member of their household drive alone or with family to work, followed by four percent who carpool, and three percent who ride UTA Trax or FrontRunner.

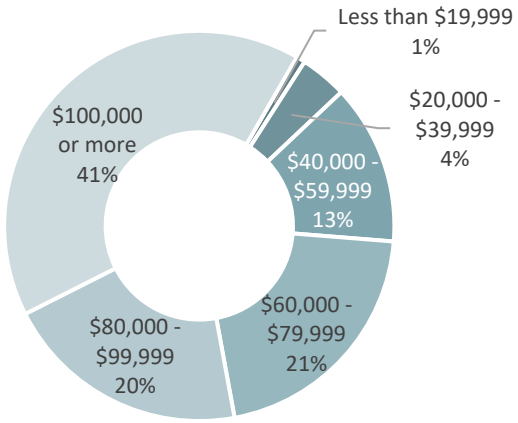
Figure V-16: Transportation Mode to Work



Annual Household Income

The annual household incomes of survey respondents are shown in Figure V-17. Approximately 41 percent of respondents indicated their annual household income was $100,000 or more a year, followed by 21 percent of respondents who said their annual household income was between $60,000 and $79,999 a year and 20 percent of respondents who said their annual household income was between $80,000 and $99,999 per year. Only one percent of respondents indicated that their annual household income was less than $19,999 a year.

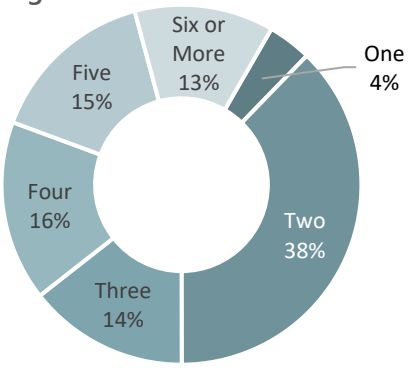
Figure V-17: Annual Household Income



Household Size

Survey respondents were asked how many people age 10 and older live in their household. The results are shown in Figure V-18. Approximately 38 percent of respondents said there were two people age 10 or older living in their household, followed by 16 percent of respondents who said there were four people age 10 or older living in their household.

Figure V-18: Household Size

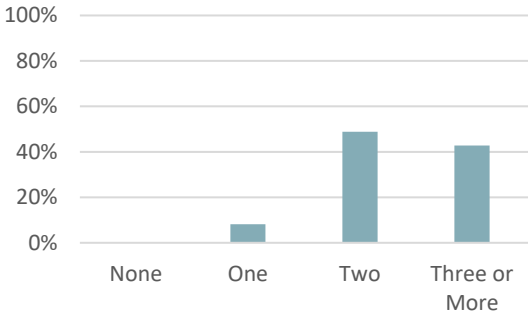


Operating Vehicles and Licensed Drivers

Lack of a private vehicle influences people to use public transportation. This comparison provides an indication of the number of potential choice riders compared to those who are transit-dependent. Potential choice riders refer to those respondents that live in households with an operating vehicle and a driver's license, who may choose to use transit.

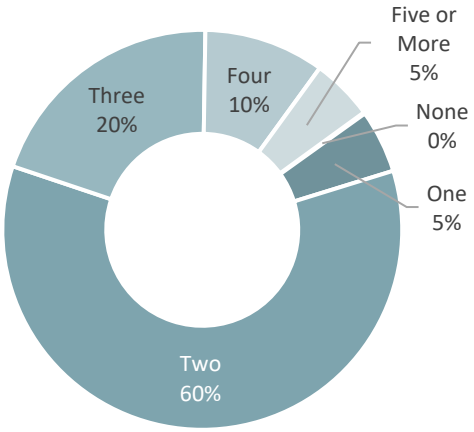
Figure V-19 shows the proportion of respondents with operating vehicles available in their household. As illustrated, approximately half of respondents (49 percent) live in households with two vehicles, followed by 43 percent of respondents who live in households with three or more operating vehicles. Approximately eight percent of respondents who live in single-vehicle households and less than one percent of respondents live in households with no operating vehicles.

Figure V-19: Vehicle Availability



Survey respondents were also asked how many people living in their household (including themselves) have a valid driver's license. The results are shown in Figure V-20. Approximately 60 percent of respondents indicated that there were two people in their household who had a valid driver's license, followed by 20 percent of respondents who indicated that there were three people in their household who had a valid driver's license. Less than one percent of respondents said there was no one in their household who had a valid driver's license.

Figure V-20: Licensed Drivers



Medical Care and Transportation

The survey asked respondents if they have or if someone in their household has a disability, health concern, or other issue that makes travel difficult. As shown in Figure V-21, approximately eight percent of respondents indicated that they have or someone in their household has a disability, health concern, or other issue that makes travel difficult.

The survey also asked respondents if they have or if someone in their household has been unable to access medical care due to lack of transportation in the last two years. As shown in Figure V-22,

approximately three percent of respondents indicated that they have or someone in their household has been unable to access medical care due to lack of transportation in the last two years.

Figure V-21: Medical Issue Making Travel Difficult

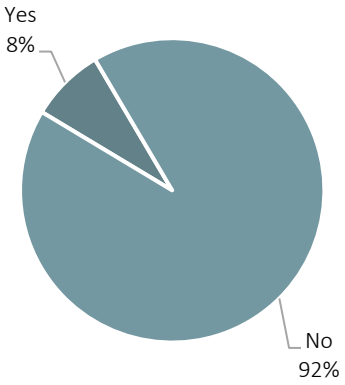


Figure V-22: Unable to Access Medical Care Due to Lack of Transportation

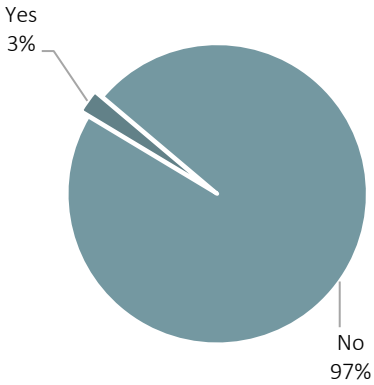
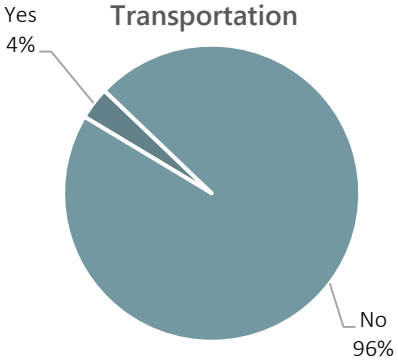


Figure V-23: Lost a Job, Trouble Finding a Job, Dropped Out of School Due to Lack of Transportation



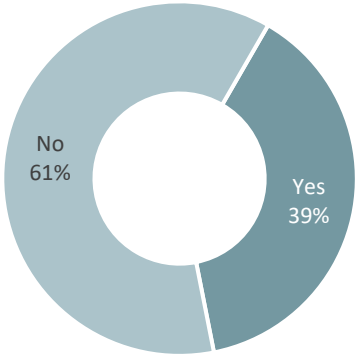
Employment and Transportation

The survey asked respondents if they or someone in their household had lost a job, dropped out of school, or had problems finding work in the last two years due to lack of transportation. As shown in Figure V-23, only four percent of respondents said yes, indicating that they or someone in their household had lost a job, dropped out of school, or had problems finding work in the last two years due to lack of transportation.

Sales Tax Increase

Survey respondents were asked if they would support an increase in local sales tax to support enhanced public transportation. The results are shown in Figure V-24. Approximately 39 percent of respondents indicated that yes, they would support an increase in local sales tax to support enhanced public transportation, while approximately 61 percent of respondents said no, that they would not support an increase in local sales tax to support enhanced public transportation.

Figure V-24: Support for Increased Local Sales Tax for Enhance Public Transit



Additional Comments

At the end of the questionnaire, respondents were asked to provide additional comments about the public transit service they would like to see, or any other unmet transportation needs they or members of their household might have. The individual comments can be read in full in Appendix C.

Many comments revolved around a need for more frequent transit service, both locally and with connection to UTA. Many respondents indicated the benefit of a transit system to the local community, even if they would not personally use the service. Several respondents noted that new transit service must be competitive with driving their personal vehicle, both in time and cost, in order to persuade people to use it. Other respondents voiced their concerns over a local transit service, including that the

level of density in the area is not currently high enough to support it. Other comments received included support for and against a tax increase to benefit transit as well as a need for roadway improvements.

PREVIOUS SURVEY EFFORTS

Previous survey efforts in Eagle Mountain and Saratoga Springs have yielded similar results to this survey effort. Highlights for comparison purposes are provided below.

Eagle Mountain Public Transportation Survey

A 2020 survey of approximately 630 Eagle Mountain residents found that 90 percent of respondents commute out of Eagle Mountain City to work most days. The most frequent responses for where residents commute to for work included Lehi, Salt Lake City, Draper, and Orem. When asked how they commute to work, 90 percent of respondents said they use a personal vehicle. Approximately 61 percent of respondents indicated that they have considered using public transportation to commute to work, but only five percent of respondents indicated that they currently use public transportation to commute to work. Approximately 83 percent of respondents said that if a public transportation solution was presented that resolved issues of time and cost, that they would consider using public transportation.

Saratoga Springs Driver and Public Transportation Survey

A recent survey of approximately 550 Saratoga Springs residents and workers found that approximately 84 percent of respondents to the survey indicated that they commute to and from the City of Saratoga Springs to get to work most days of the week. The majority of respondents (93 percent) indicated that they primarily use a personal vehicle to commute to and from work. Approximately six percent of survey respondents indicated that they primarily use public transportation to commute to and from work. When asked how likely they would be to use public transportation if improved their commute time, approximately 38 percent said very likely and 24 percent said likely. In addition, when asked how likely they would be to use public transportation if it improved their travel costs, approximately 31 percent said very likely and 24 percent said likely. If access to Public Transportation was improved in their area, approximately 29 percent of respondents said they would be very likely to use it and 26 percent said they would be likely to use it.



Chapter VI: Transit Needs Assessment

INTRODUCTION

To assess the appropriate mode of public transportation and the feasibility, it is necessary to have some indication of the potential demand. In this chapter, the growth and travel patterns are used with two models for estimating potential transit demand. These estimates were used to develop the transit strategies considered in Chapter VII and the feasibility of each strategy. These estimates may be used to further refine the strategies following feedback from the community.

HOUSEHOLD AND EMPLOYMENT DENSITY

The Mountainland Association of Governments (MAG) is responsible for transportation planning in Utah County. As part of that effort, MAG has developed and maintains a regional travel demand model. Input data for the transportation model includes estimates of future population and employment. Figure VI-1 shows the base model year 2015 household density and Figure VI-2 shows the 2015 employment density. These are provided for comparison with the estimates for future growth. The 2050 estimates for household density and employment density are shown in Figures VI-3 and VI-4.

These growth patterns reflect the anticipated increase discussed in local plans and in Chapter IV. Most housing growth is anticipated in the area of Redwood Road and along Pony Express Parkway in both Saratoga Springs and Eagle Mountain. Some pockets of increased employment density are forecast for the area in the vicinity of Redwood Road and Pony Express Parkway, as well as along Pioneer Crossing.



Fixed-route transit service is typically supported by household densities greater than six units per acre and employment densities of greater than 12 employees per acre. Currently there are no areas with those levels of density and only a few that are expected to reach those densities by 2050. The feasibility of either Bus Rapid Transit (BRT) or Light Rail Transit depends on even higher densities on a longer corridor than projected in the study area.

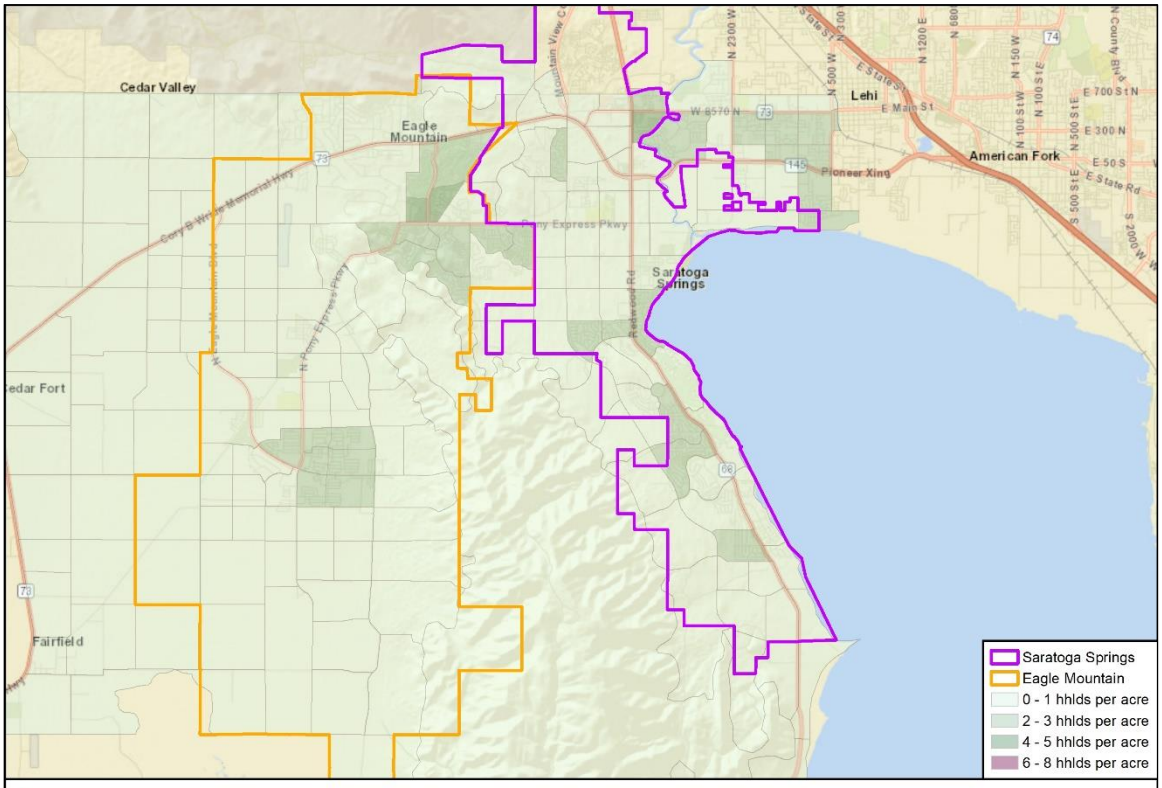


Figure VI-1
2015 Household Density

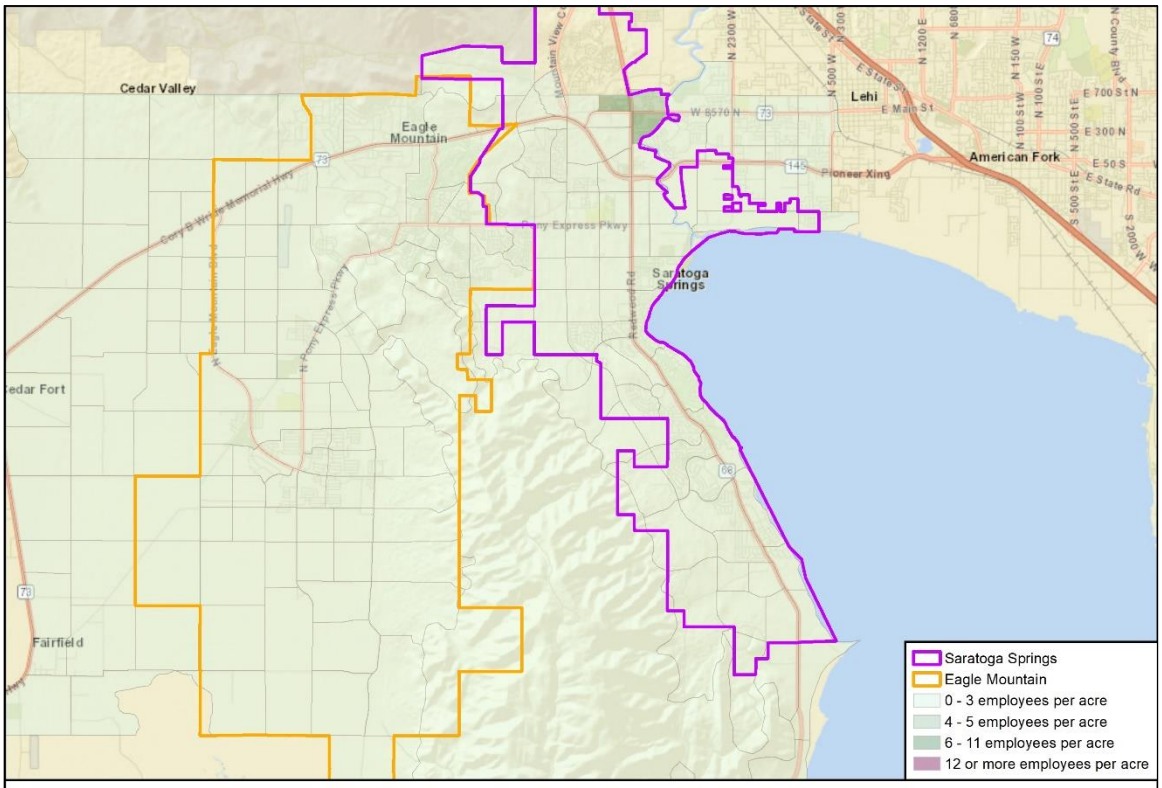


Figure VI-2
2015 Employment Density

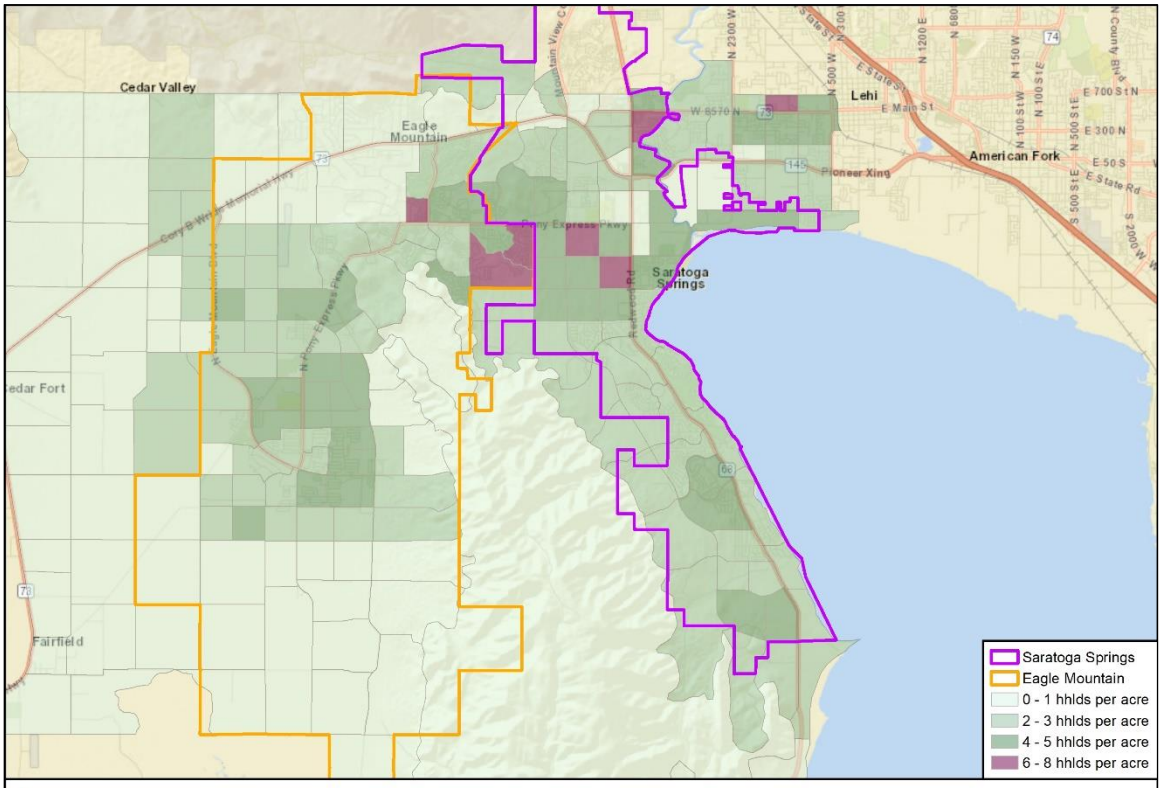


Figure VI-3
2050 Household Density

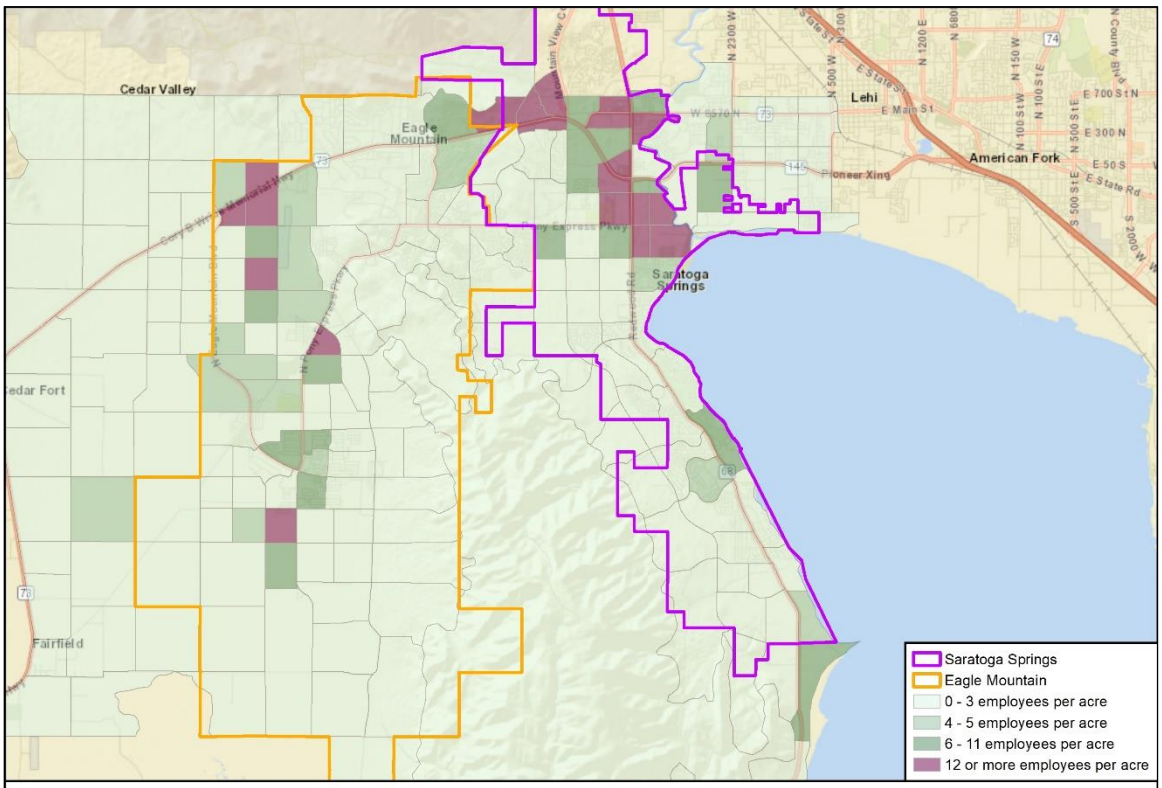


Figure VI-4
2050 Employment Density

Saratoga Springs Platted Developments

The City of Saratoga Springs provided information on proposed developments, showing recorded and unrecorded plat densities. The plats are shown in Figure VI-5. As shown in the Figure, there are very few locations with either recorded or unrecorded plats for high density development.

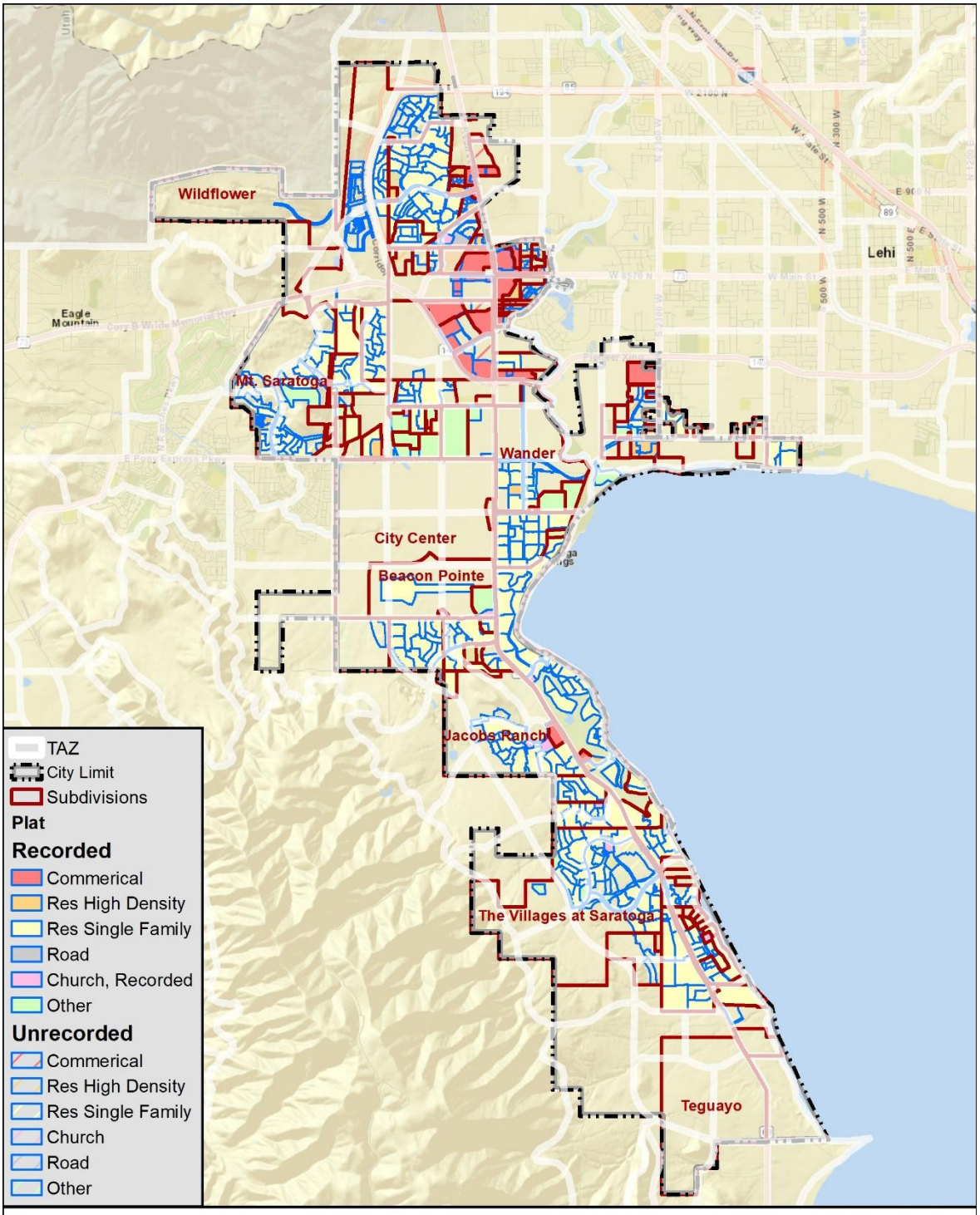


Figure VI-5
Saratoga Springs Platted Properties

COMMUTER TRAVEL PATTERNS

Commuter travel patterns were analyzed for residents of Saratoga Springs and Eagle Mountain using Longitudinal Employer-Household Dynamics (LEHD) data. In the absence of a better source of commuter pattern data, it is worthwhile to include these data as a general indicator of commuter patterns in the study area. However, it should be noted that LEHD data represent estimates of commuter patterns, synthesized from several sources of U.S. Census residential locations, business locations, and commute data. This data excludes federal, railroad, retired, disabled, unemployed, and self-employed employees. As such, these data should be used to provide only general commuting patterns.

As shown in Tables VI-1 and VI-2, according to the LEHD data, the highest percentage of residents work in Salt Lake City, with approximately 19 percent of Saratoga Springs residents and approximately 18.5 percent of Eagle Mountain residents. Lehi was the next highest place of employment for Saratoga Springs residents with approximately 17.5 percent. For Eagle Mountain residents, the Draper/Sandy area was the next highest employment location with approximately 17.6 percent.

Table VI-1: Employment Location of Eagle Mountain Residents

Area of Work	Residents	
	#	%
Salt Lake City, UT	1,276	18.5%
Draper/Sandy, UT	1,211	17.6%
Lehi, UT	1,115	16.2%
West Valley City/South Jordon, UT	943	13.7%
Orem, UT	901	13.1%
American Fork, UT	763	11.1%
Provo, UT	687	10.0%

Source: LEHD, 2017; LSC, 2021

Table VI-2: Employment Location of Saratoga Springs Residents

Area of Work	Residents	
	#	%
Salt Lake City, UT	1,203	18.9%
Lehi, UT	1,115	17.5%
Draper/Sandy, UT	1,059	16.7%
West Valley City/South Jordon, UT	816	12.8%
Orem, UT	787	12.4%
Provo, UT	741	11.7%
American Fork, UT	638	10.0%

Source: LEHD, 2017; LSC, 2021

Figure VI-6 shows the commuter travel patterns for residents of Saratoga Springs. Figure VI-7 shows the commuter travel patterns for residents of Eagle Mountain. The greatest volume of commuters is along the I-15 corridor from Draper to Salt Lake City. The number of commuters to destinations in Utah County is significantly lower.

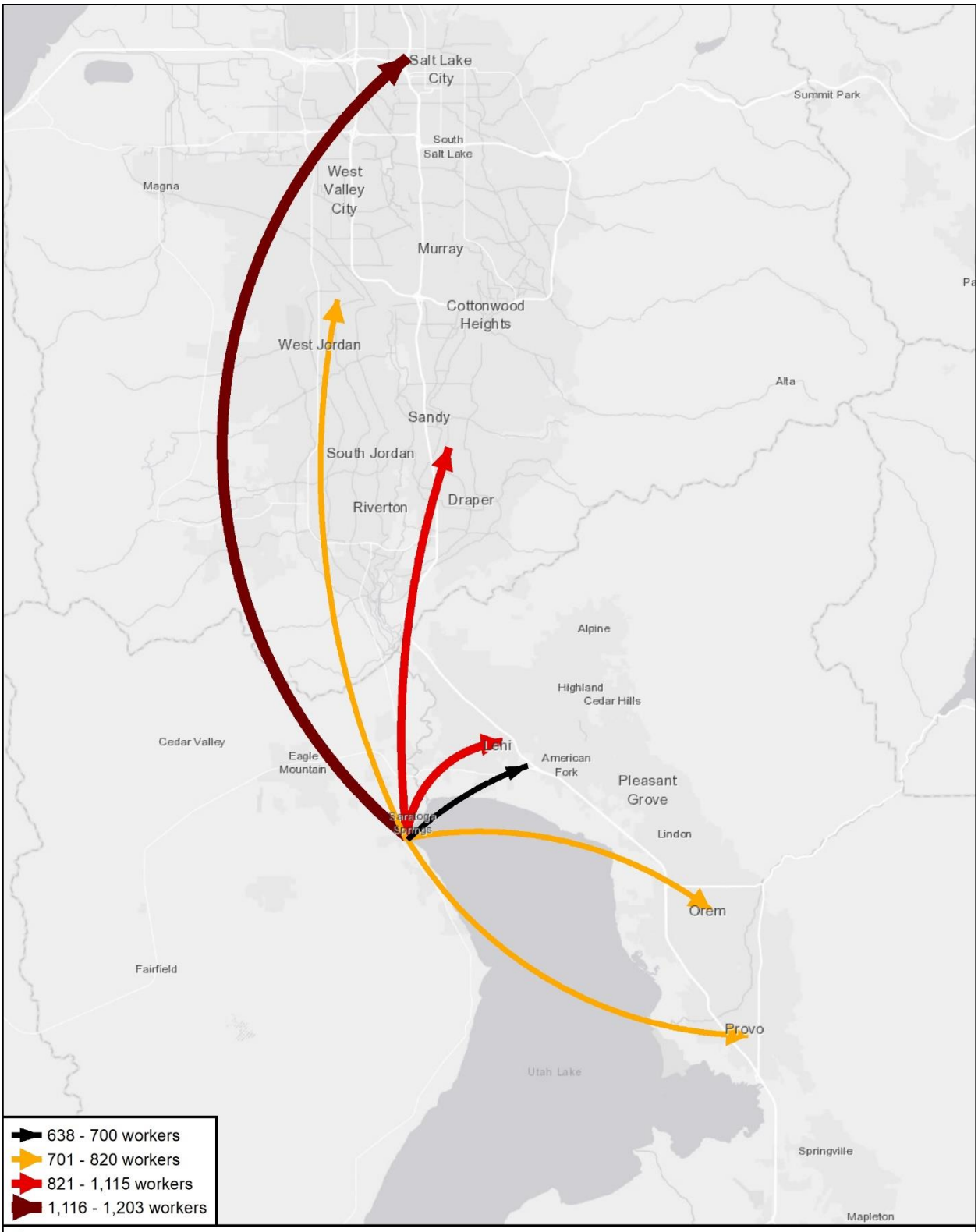


Figure VI-6

Saratoga Springs Commuter Patterns

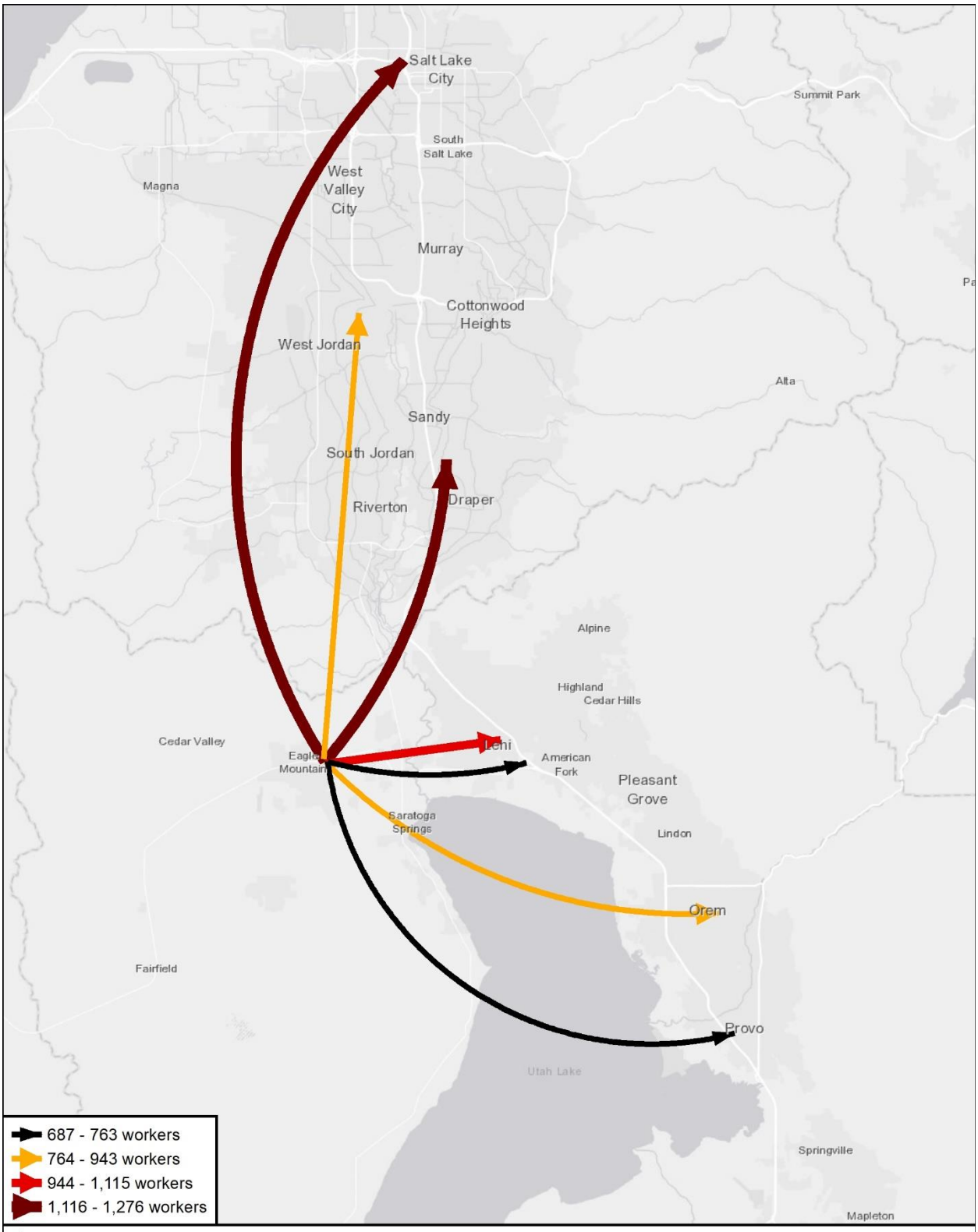


Figure VI-7

Eagle Mountain Commuter Patterns

REGIONAL TRAVEL DEMAND MODEL

Using MAG's regional travel demand model, travel patterns for the base year of 2015 and the projected patterns for 2050 were analyzed to help determine the potential level of demand for public transit in the study area. The travel patterns are shown in Figures VI-8 and VI-10 for the 2015 base year and Figures VI-9 and VI-11 for the 2050 projection. As can be seen, significant increases in travel demand are anticipated as the area grows.

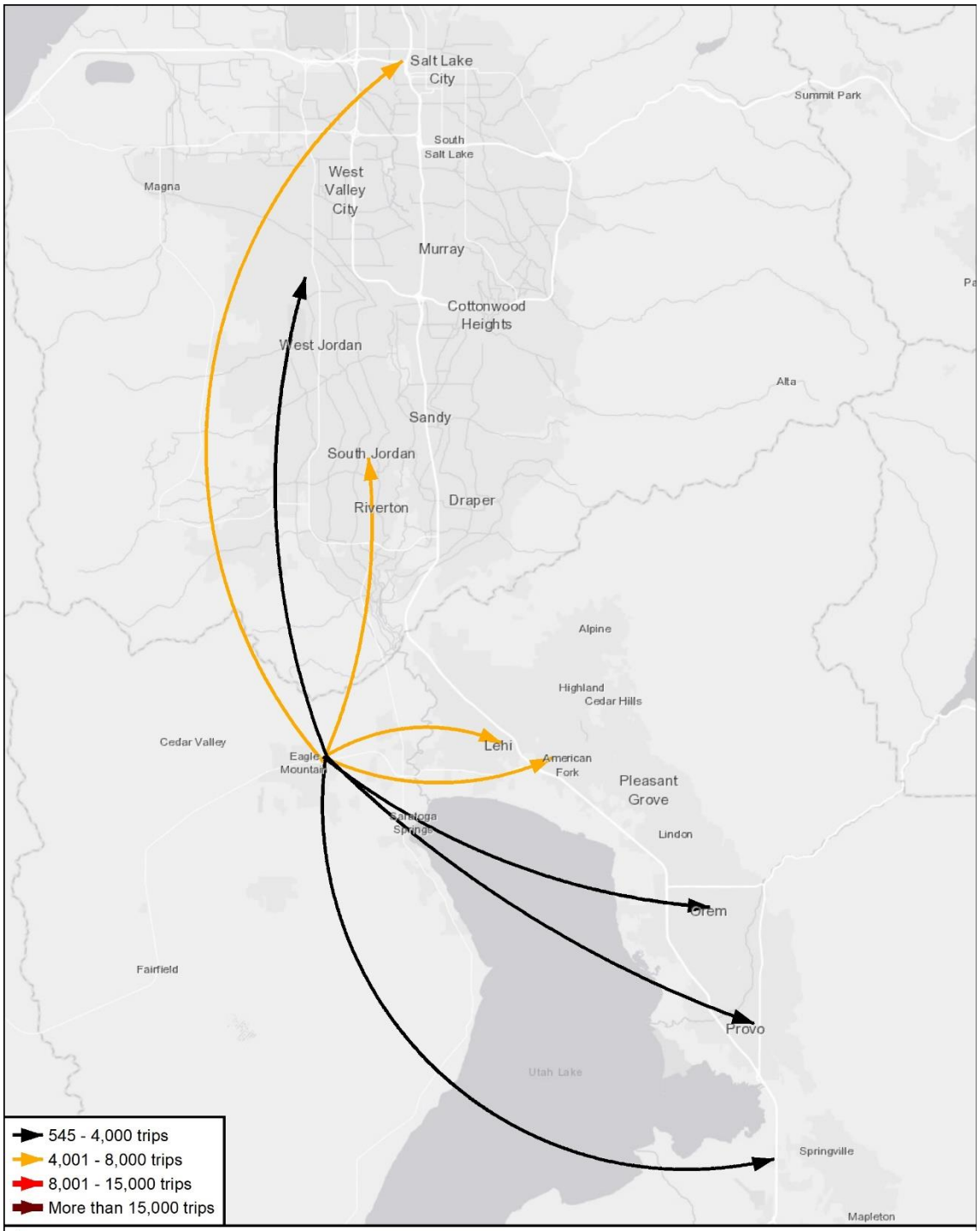


Figure VI-8

2015 Eagle Mountain Transportation Demand

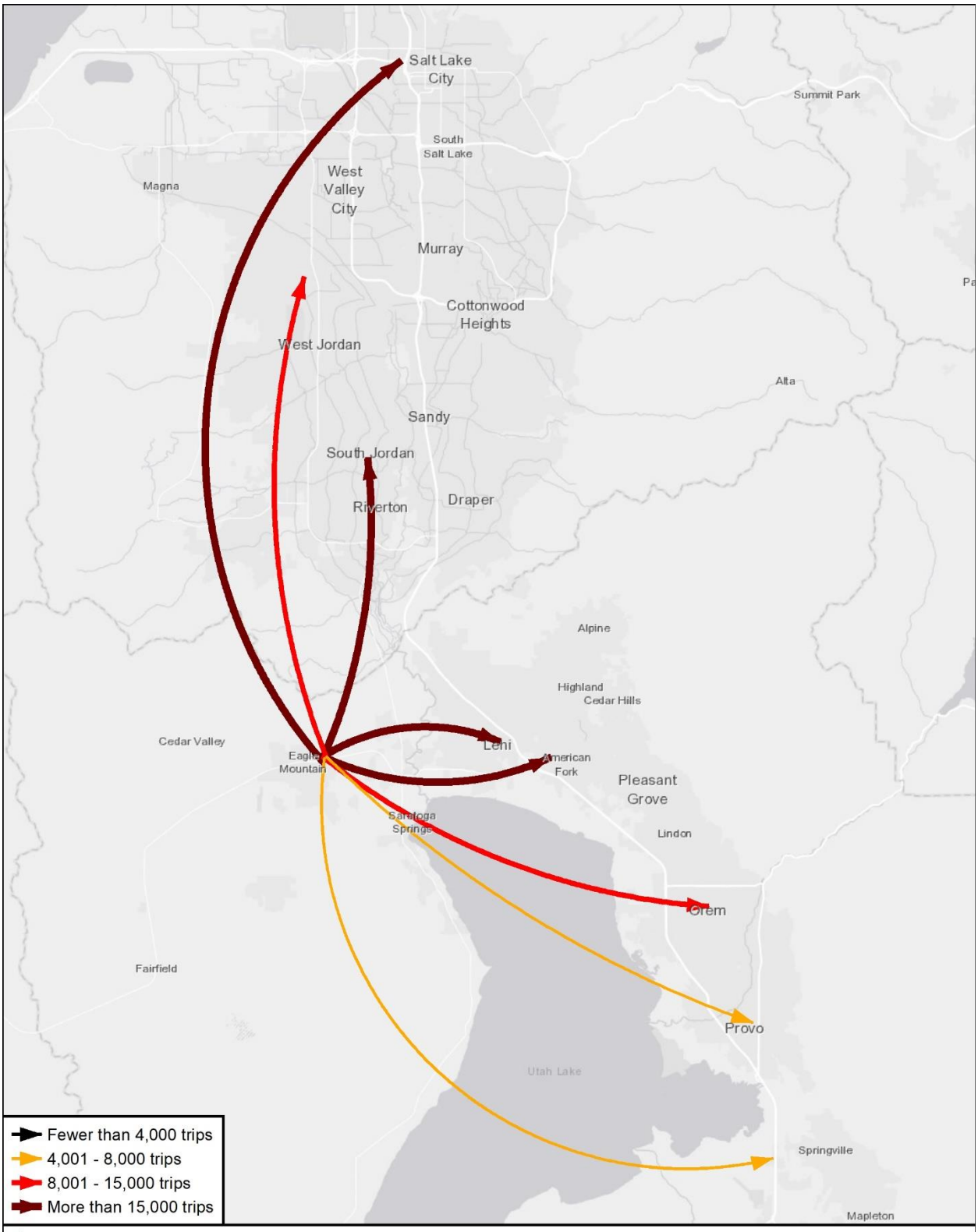


Figure VI-9

2050 Eagle Mountain Transportation Demand

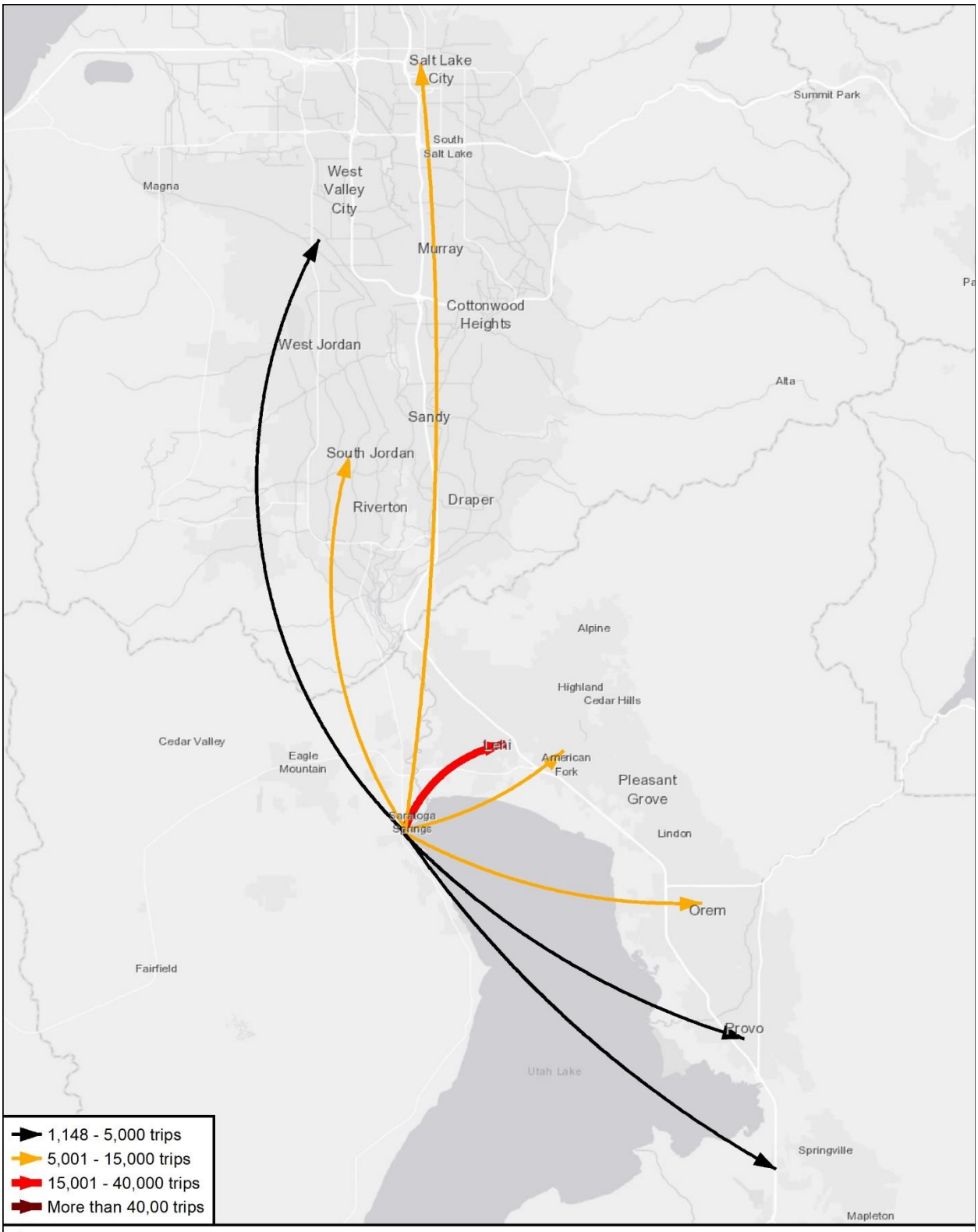


Figure VI-10

2015 Saratoga Springs Transportation Demand

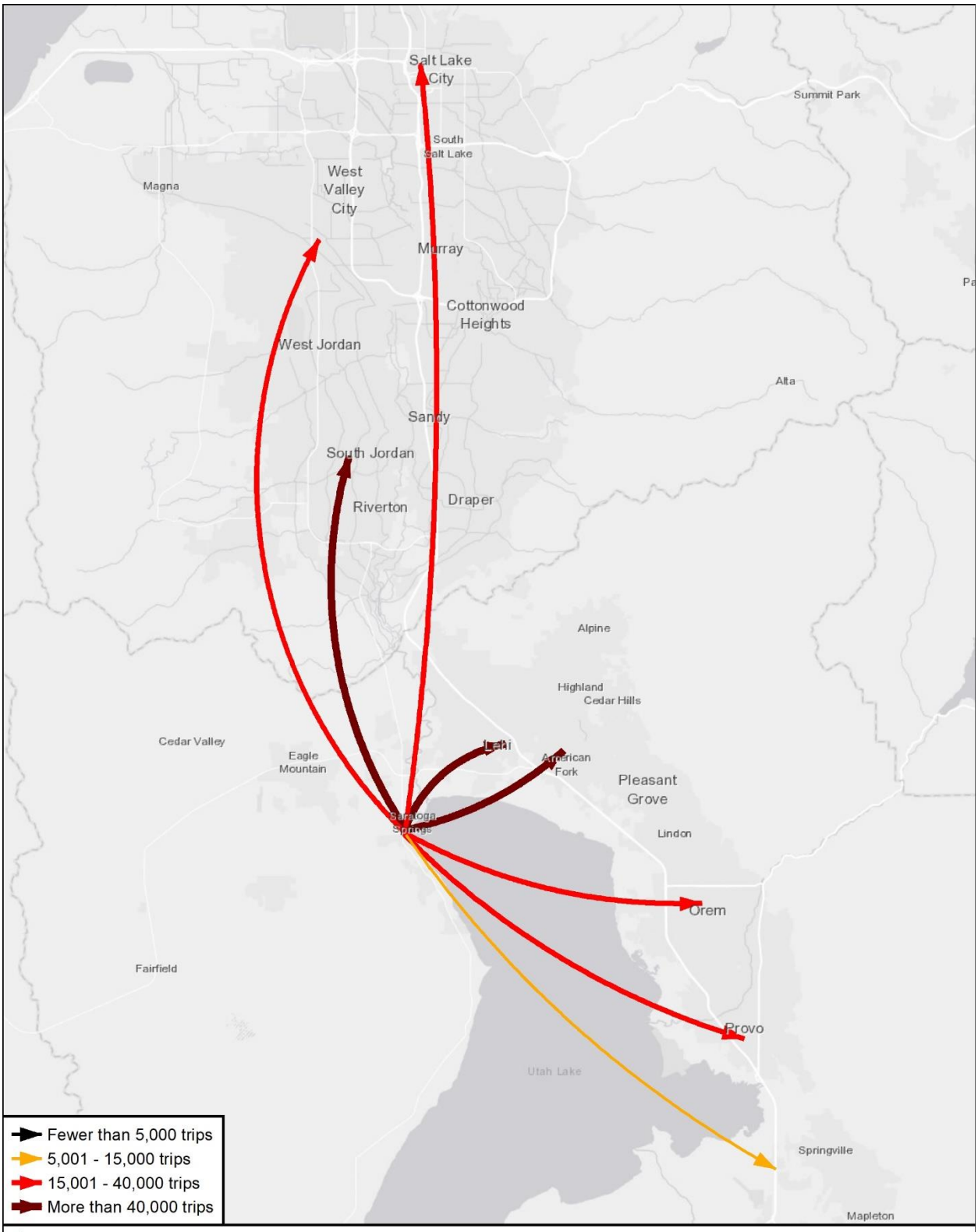


Figure VI-11

2050 Saratoga Springs Transportation Demand

POTENTIAL TRANSIT DEMAND

Two methodologies were used to estimate the potential demand for transit service. The first is based on the commuter patterns using data from the LEHD analysis. The second was to apply a mode share estimate using the travel patterns from MAG's regional travel demand model.

Commuter Transit Demand Model

An estimate of the potential commuter demand was developed as part of TCRP Report 161. This model is for transit service from a rural area to an urban center. While the study area is on the fringe of the urban area, the travel patterns are likely to be similar and this methodology provides an estimate of the order of magnitude for potential transit demand. The demand model is based on the following relationship:

Proportion using Transit for Commuter Trips from Place A to Place B =

0.024 + (0.0000056 x Workers Commuting from Place A to Place B)

– (0.00029 x Distance in Miles from Place A to Place B)

+ 0.015 (if the Place is a State Capital)

Using this approach, the estimated current commuter transit demand would be about 350 trips per day, based on a good level of service. The demand would be decreased based on how often the service operates, travel time, convenience, and number of transfers. This estimate is higher than the observed demand in 2019 (prior to Covid-19), but reflects that there are not convenient connections to most of the employment destinations in either Utah County or Salt Lake County.

Transit Mode Split

The travel patterns from the regional travel demand model were used with an estimated mode share. The portion of trips taken by public transit in the study areas is currently very low, reflecting the low level of service and challenges serving low density areas. Looking at other areas in the region, an estimate of transit use of one percent of all trips was used to develop an estimate of potential transit demand. For the base year, the estimate would be about 900 daily trips and the estimate for 2050 would be about 4,000 passenger trips per day. This would be a significant increase over the existing observed demand, but would also depend on convenient connections to the multiple destinations.

SUMMARY



Both current and projected household and employment density will not support extensive transit service such as Light Rail, Bus Rapid Transit, or high frequency fixed-route service. Future potential demand is expected to be much higher than current levels of transit demand, but without sufficient densities, the area will remain difficult to serve and higher levels of transit service are not likely to be cost-effective.



Chapter VII: Transit Service Scenarios

INTRODUCTION

This chapter describes proposed transit-service scenarios based on the range of potential transit demand. Scenarios are presented for a long-range horizon based on projected growth and travel patterns in 2050. An initial assessment of the benefits and challenges was completed for each scenario. Transit scenarios were presented to the Advisory Group, UTA staff, and UDOT staff. The scenarios were refined and evaluated based on input and feedback received. Specific years have not been identified for individual actions, but are grouped by how soon steps may be taken toward implementation.

SHORT-TERM ACTIONS

There are several actions which may be taken immediately to improve multimodal transportation options and to improve public transit service in Eagle Mountain and Saratoga Springs. These short-term actions are described in the following paragraphs. Some of these may be implemented immediately while others will require a longer period for completion but should be initiated to obtain funding and acquire property.

Redwood Road/Pioneer Crossing Park-and-Ride Facility

The first recommendation is to construct a park-and-ride facility in the vicinity of the intersection of Redwood Road and Pioneer Crossing as shown in Figure VII-1. The park-and-ride facility should be designed to accommodate carpooling, vanpooling, microtransit, UTA buses, and parking for transit users. This could potentially be an opportunity for a public-private partnership to develop a future Transit Oriented Development (TOD) depending on the particular property to be developed. Initially this would be a surface parking lot with phased development in the future. UDOT owns some land in the vicinity of this intersection which may be considered for development of the park-and-ride lot. Selection of the site and development of design parameters should be a joint effort of MAG, UTA, UDOT, and Saratoga Springs.

The estimated cost to develop a park-and-ride ranges from $15,000 to $25,000 per space depending on multiple factors including the cost of property acquisition, construction requirements, and amenities. The public sector cost could be lower if there are opportunities for joint development with private developers.

North Spring Run Road Park-and-Ride

A second multimodal park-and-ride facility is recommended near the intersection of North Spring Run Road and Pioneer Crossing as shown in Figure VII-1. Requirements at this location are similar for the

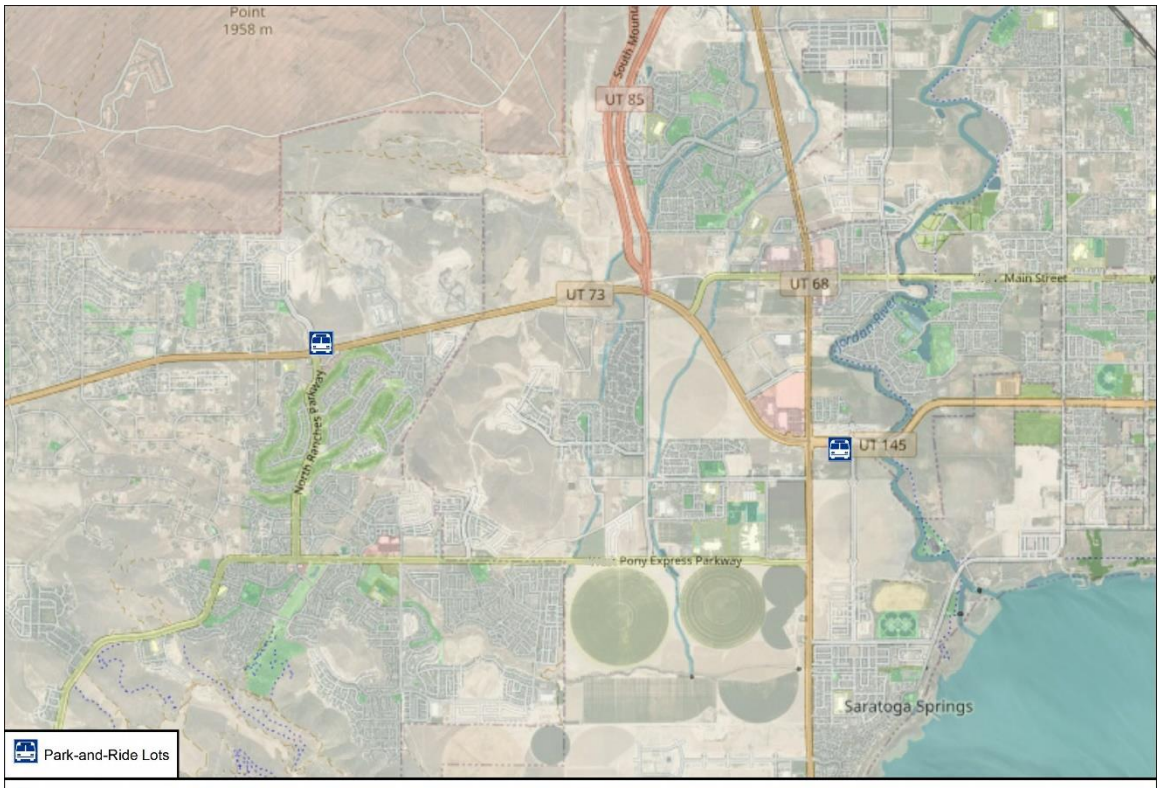


Figure VII-1
Park-and-Ride Lot Locations

Redwood Road park-and-ride facility with the capability to accommodate carpooling, vanpooling, microtransit, UTA buses, and parking for transit users. This location could also provide an opportunity for TOD depending on the property selected for the facility. UDOT does own some land in the vicinity of this location which may be considered for the facility. Development of this site should be a joint effort of MAG, UTA, UDOT, and Eagle Mountain.

Fixed-Route Service to American Fork FrontRunner Station

Figure VII-2 shows the proposed fixed-route service operating between the North Spring Run park-and-ride facility and the America Fork FrontRunner Station. This is a proposed change to the current fixed-route service provide by UTA Route 806. The proposed changes include shortening the route on the west segment to terminate at the recommended park-and-ride lot. The shorter route provides an opportunity to increase frequency of service. The recommended schedule for this route is for the bus to serve the American Fork Station for each time FrontRunner stops at the station in both directions. This will increase the amount of service from the current 8 trips per day to about 20 trips per day depending on the FrontRunner schedule at the time of implementation.

Consideration was given to continue service to Lehi Station, but this was rejected in favor of the American Fork Station connection for several reasons. The connection to American Fork is more direct with a shorter travel time. This supports a higher frequency of service using the same resources. It also provides a shorter travel time for passengers. Extension of service to UVU and the UVX BRT is supported

by this alignment. Ridership projections are significantly higher for the connection to American Fork than to Lehi Station. The ridership estimate for the connection to Lehi Station does not meet UTA performance standards. Ridership estimates for this scenario were made using the UTA transit demand model and costs were based on the UTA cost per operating hour.

Estimated annual ridership: 100,000 passenger-trips

Estimated annual operating cost (2021): $920,000

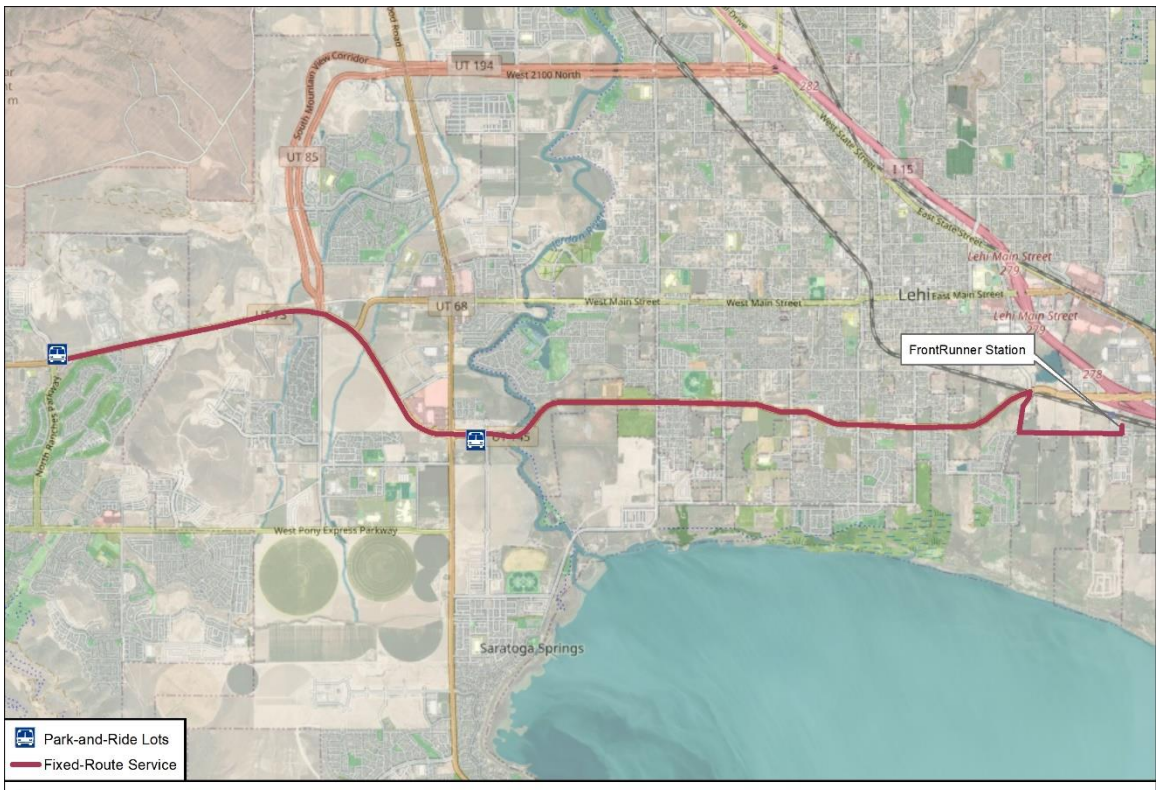


Figure VII-2
Fixed-Route Service to American Fork Station

UTA Vanpool Program

Vanpools provide a convenient, low-cost option for many commuters. UTA administers an extensive vanpool program. Most vanpools in the UTA program are subsidized by organizations other than UTA, including private employers. One option to improve travel times for commuters to the downtown area of Salt Lake City would be to subsidize vanpools at a level that gives users a cost that approximates their costs to use UTA bus and rail service. Vanpools provide a good option for commuters to Eagle Mountain and Saratoga Springs. Vanpools do not provide a good option for occasional trips or trips taken outside of the normal commute hours. While bus service, TRAX, and FrontRunner may provide transportation destinations for employment, vanpools provide transportation directly to the place of employment.

This strategy may be implemented immediately. Staff from the two communities should cooperate with UTA to promote the vanpool program among local employers and residents of the two communities. Staff should facilitate formation of vanpools with UTA providing the vehicle and

administration of the program. When the park-and-ride facilities become available, they will support the vanpool program by providing a location for vanpool participants to meet for the commute.

Estimated annual operating cost (2021): $25,000 to $35,000 per van

Microtransit Service

UTA completed a study of potential microtransit districts in 2020. One of the areas considered for microtransit implementation was the area of Eagle Mountain and Saratoga Springs considered in this study. This service will require new funding which should be sought immediately to ensure implementation as soon as possible to supplement the fixed-route service.

This option offers coverage of the developed areas in Eagle Mountain and Saratoga Springs as shown in Figure VII-3. The UTA Microtransit Planning Project indicated that microtransit service would require 23,000 annual vehicle hours with a productivity of only about 2.0 passengers per vehicle hour. The study showed this area would be one of the lower priorities for implementing microtransit, particularly because of the low productivity and large area to be served. However, the local communities could support the implementation of microtransit with a higher priority.

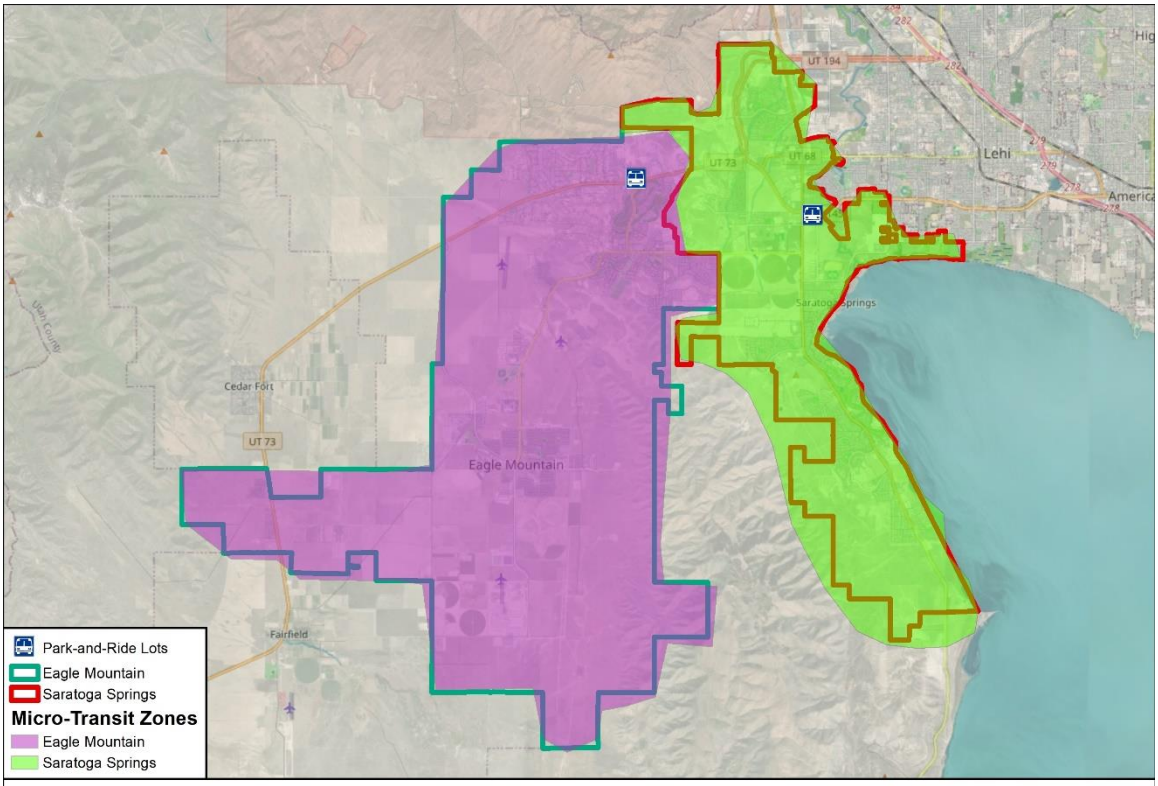


Figure VII-3
Microtransit Service

Microtransit would serve as the connection between origins and destinations in the two communities and the fixed-route service at the two park-and-ride locations, providing the first-mile/last-mile connection.

Ridership and cost estimates are taken from the Microtransit Planning Project report and the Microtransit Pilot Project.

Estimated annual ridership: 43,000 passenger-trips

Estimated annual operating cost (2021): $850,000

Corridor Preservation

Actions should be taken to preserve the Pioneer Crossing for future transit enhancements. Sufficient right-of-way should be preserved to allow for the possible operation of buses on the roadway shoulder and possible implementation of BRT on a dedicated guideway within the right-of-way. Corridor preservation should be implemented in conjunction with the recommendations for land use and development patterns within the corridor.

Pioneer Crossing has adequate right-of-way to accommodate the proposed transit scenarios, so no additional, right-of-way acquisition is anticipated.

INTERMEDIATE ACTIONS

Future feasible enhancements have been identified as intermediate actions. These may take longer to implement but appear to be feasible strategies to enhance transit service in the two communities.

Express Bus Service to Utah Valley University

Figure VII-4 show the proposed express bus connection to UVU and the UVX BRT. This route serves two purposes. First, it provides a direct connection between the two communities and UVU. Second, the proposed route will provide a direct connection to UVX with direct service to Orem, the BYU campus, and Provo. Many respondents to the community survey indicated a need for service to Orem and Provo. With a convenient transfer to UVX, the express service will meet many of those transportation needs.

The estimated demand in this corridor and for this route exceeds the minimum performance for UTA, providing justification for implementing this scenario. The service could be implemented in the short



Figure VII-4
Express-Route to UVU

term but is recommended as an intermediate step because the express route will be supported by microtransit as a feeder service.

Estimated annual ridership: 195,000 passenger-trips

Estimated operating cost (2021): $2,025,000

Bus Priority in Pioneer Crossing Corridor

As traffic volumes and congestion increase along the Pioneer Crossing corridor, steps to provide priority for buses should be taken. These may include bus priority at signalized intersections for the use of queue jump lanes at signalized intersections. These will allow the buses to bypass traffic at intersections and decrease the amount of delay for buses on this route.

Another strategy may be to implement bus operations on the roadway shoulder in this corridor. This could be implemented with buses operating on the road shoulder for the length of the alignment or just at approaches to intersections to allow the buses to bypass queues at signals as part of a queue-jump strategy. This is an option with a low initial capital investment although technology to give buses priority at signals would be required. Shoulder improvements may be needed at some locations along the route.

Estimated capital cost is $175,000 to $225,000 depending on the level of improvements to be made in the corridor.

LONG-TERM SCENARIOS

Bus Rapid Transit (BRT) has been identified as a potential service option in previous plans, including the MAG Regional Transportation Plan. BRT is characterized by buses typically operating on a dedicated alignment or dedicated lanes within a road right-of-way. Stop locations are less frequent than typical fixed-route service and are usually located at a station rather than a bus stop. BRT service typically operates at higher frequency than fixed-route service with service at least every 15 minutes and often more frequent during peak periods. This proposed alignment for fixed-route and express service connects the American Fork FrontRunner station with Eagle Mountain via Pioneer Crossing. The route serves areas with the greatest projected densities for both residences and employments, based on the 2050 Regional Transportation Plan and local land-use plans as described in Chapter VI.

Residential and employment densities are a critical consideration in determining the level of service and mode of transit for a corridor. For premium transit modes like Bus Rapid Transit (BRT), potential station-area densities are an important consideration for overall ridership. While this means that density can be more concentrated in specific areas, there is also a need for appropriate densities along the corridor. For example, even if there are higher density uses on one end of a corridor at a particular station area, if a BRT has to traverse a very low-density area to get to and from this high-density area a BRT mode may not be cost effective.

Federal Transit Administration (FTA) research suggests the following general characteristics for enhanced bus and BRT[1].

[1] *Planning for Transit-Supportive Development: A Practitioner's Guide Section 4: Corridor Planning and Transit-Supportive Development*. FTA. June 2014.

Table VII-1 Transit-Supportive Development Densities										
Transit Technology	Residential Employment Density Ranges						Station Characteristics			Corridor Form
	Core		Centers		Corridor		Typical Spacing Range	Ideal Spacing	Sphere of Influence	
Enhanced Bus	20+ du/ac	200 em/ac	10-20 du/ac	2-5 em/ac	5-10 du/ac	2-5 em/ac	500 feet – ½ mile	¼ mile	Adjacent parcels	Various urban centers and industrial corridor
Bus Rapid Transit	35+ du/ac	500 em/ac	25-35 du/ac	100-150 em/ac	12-25 du/ac	30-40 em/ac	½-2 miles	1 mile	¼ mile	Various urban centers, industrial corridors, established suburban and new suburban corridors

BRT typically requires density of development of 25 or more dwelling units per acre around stations and 12 units per acre along the corridor to be feasible. UVX in Utah County is a good example where the route connects large campuses with a significant student population and campus housing rather than having overall high household density and employment. The projected densities through 2050 along the Pioneer Crossing corridor do not approach this level of development. The communities should take steps to create more transit supportive development in the Pioneer Crossing corridor. By increasing the level and density of development along the corridor, BRT may be supported in the future. Corridor preservation will be important to ensure the possibility of adding BRT at some future date.

Costs and ridership were not estimated for BRT in the corridor as many conditions will change including operating costs, capital costs, and land use. More detailed planning will be required before a decision to implement BRT in the corridor can be made.

SUMMARY

Improvements to transit service in Eagle Mountain and Saratoga Springs may be implemented immediately including development of two park-and-ride lots, changing fixed-route service to operate between the park-and-ride lots and American Fork Station, and supporting greater use of vanpools. Recommendations for future enhancements include extending fixed-route service to UVU and implementing microtransit service.

As described in Chapter VI, current and projected levels of density and future development are and will be a challenge for providing effective and cost-efficient transit service in Eagle Mountain and Saratoga Springs. To better support implementation of higher levels of transit service like BRT, Eagle Mountain and Saratoga Springs should encourage significantly higher levels of density within a transit corridor

along Pioneer Crossing State Route 145 and Cory Wride Freeway State Route 73. This should include both residential development and commercial job development. Many examples of transit-supportive developments and corridors exist in the UTA service area and could serve as examples for this area. This may require cooperation among the two communities, UDOT, and UTA to create a vision for an east-west transit corridor that would provide a Bus Rapid Transit level of demand with land-use zoning to encourage greater population and job density in transit-oriented development nodes. If this is a goal of the local governments, Eagle Mountain and Saratoga Springs would need to lead this effort with support from UDOT, UTA, and MAG.



Table A-1: Estimated Population Characteristics in the Study Area														
Census Tract	Census Block Group	Total Population	Land Area (sq. miles)	Total Households	Zero-Vehicle Households		Older Adult Population (65 and Over)		Youth Population (10-19)		Ambulatory Disabled Population		Low-Income Population	
					#	%	#	%	#	%	#	%	#	%
101.03	1	4198	2.61	905	0	0.0%	36	0.9%	1076	25.6%	777	18.5%	420	10.0%
	2	1453	3.74	366	0	0.0%	34	2.3%	333	22.9%	269	18.5%	145	10.0%
	3	2475	28.62	604	12	2.0%	90	3.6%	485	19.6%	458	18.5%	248	10.0%
101.04	1	1688	1.59	380	0	0.0%	31	1.8%	269	15.9%	277	16.4%	137	8.1%
	2	1824	0.19	452	0	0.0%	68	3.7%	290	15.9%	300	16.4%	148	8.1%
	3	3737	2.33	805	31	3.9%	77	2.1%	752	20.1%	614	16.4%	302	8.1%
	4	3081	1.01	697	0	0.0%	40	1.3%	493	16.0%	506	16.4%	249	8.1%
101.05	1	2086	3.69	554	0	0.0%	45	2.2%	403	19.3%	339	16.3%	54	2.6%
	2	3122	1.06	784	0	0.0%	56	1.8%	663	21.2%	508	16.3%	81	2.6%
	3	5675	3.00	1320	0	0.0%	222	3.9%	1082	19.1%	923	16.3%	147	2.6%
101.06	1	3970	7.31	744	0	0.0%	77	1.9%	1035	26.1%	861	21.7%	76	1.9%
	2	2575	1.20	651	0	0.0%	264	10.3%	639	24.8%	559	21.7%	50	1.9%
101.07	2	1085	3.34	430	17	4.0%	174	16.0%	826	76.1%	601	55.4%	323	29.8%
101.09	1	3602	2.20	855	0	0.0%	52	1.4%	794	22.0%	574	15.9%	69	1.9%
	2	4422	2.76	1093	15	1.4%	72	1.6%	1013	22.9%	705	15.9%	85	1.9%
	3	2954	4.82	886	42	4.7%	84	2.8%	569	19.3%	471	15.9%	57	1.9%
101.11	1	3510	1.89	817	0	0.0%	67	1.9%	665	18.9%	1553	44.2%	353	10.1%
101.13	1	3061	27.79	751	0	0.0%	109	3.6%	710	23.2%	484	15.8%	71	2.3%
	2	4561	5.78	1020	8	0.8%	220	4.8%	754	16.5%	720	15.8%	107	2.3%
9801	1	0	30.60	0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Totals		**59,079**	**136**	**14,114**	**125**	**0.9%**	**1,818**	**3.1%**	**12,851**	**21.8%**	**11,499**	**19.5%**	**3,122**	**5.3%**

Source: US Census Bureau, American Community Survey 2018, LSC 2020

Table A-2: Employment by Industry						
Industry	Eagle Mountain		Saratoga Springs		Study Area Total	
	Total	%	Total	%	Total	%
Accommodation, Arts, and Recreation	560	4.6%	510	4.8%	1,070	4.7%
Administration and Waste Services	527	4.4%	451	4.2%	978	4.3%
Agriculture	148	1.2%	103	1.0%	251	1.1%
Construction	1,005	8.3%	686	6.4%	1,691	7.4%
Educational Services	2,184	18.1%	2,269	21.3%	4,453	19.6%
Finance and Insurance	709	5.9%	885	8.3%	1,594	7.0%
Information	437	3.6%	318	3.0%	755	3.3%
Manufacturing	1,218	10.1%	832	7.8%	2,050	9.0%
Other Services	485	4.0%	463	4.3%	948	4.2%
Professional and Business Services	2,064	17.1%	1,736	16.3%	3,800	16.7%
Retail Trade	1,943	16.1%	1,398	13.1%	3,341	14.7%
Transportation and Warehousing	469	3.9%	639	6.0%	1,108	4.9%
Wholesale Trade	330	2.7%	381	3.6%	711	3.1%
Total Employed	12,079		10,671		22,750	

Source: US Census Bureau, American Community Survey 2018; LSC 2020

Table A-3: Means of Transportation to Work						
	Eagle Mountain		Saratoga Springs		Study Area	
Means of Transportation	Workers	Percent	Workers	Percent	Workers	Percent
Drove Alone	8,523	80%	7,826	85%	16,349	82.1%
Carpooled	1731	16%	948	10%	2,679	13.5%
Public Transportation	216	2%	217	2%	433	2.2%
Other Means	93	1%	214	2%	307	1.5%
Walked	107	1%	27	0%	134	0.7%
Total	**10,670**	**100%**	**9,232**	**100%**	**19,902**	**100%**

Note: Workers 16 years and over, those who worked at home are not included. Public Transportation excludes Taxi Cabs.
Source: U.S. Census Bureau, 2018 American Community Survey 5-Year Estimates

Table A-4: Travel Time to Work						
	Eagle Mountain		Saratoga Springs		Total	
Travel Time	Workers	Percent	Workers	Percent	Workers	Percent
Less than 10 minutes	745	7%	679	7%	1,424	7%
10 to 14 minutes	389	4%	654	7%	1,043	5%
15 to 19 minutes	693	6%	1,043	11%	1,736	9%
20 to 24 minutes	1,017	10%	1,430	15%	2,447	12%
25 to 29 minutes	1,077	10%	780	8%	1,857	9%
30 to 34 minutes	1,694	16%	1,604	17%	3,298	17%
35 to 44 minutes	1,943	18%	1,074	12%	3,017	15%
45 to 59 minutes	1,601	15%	1,016	11%	2,617	13%
60 or more minutes	1,511	14%	952	10%	2,463	12%
Total:	**10,670**	**100%**	**9,232**	**100%**	**19,902**	**100%**
Mean travel time to work (minutes):	35		31.6		33.3	

Source: U.S. Census Bureau, 2018 American Community Survey 5-Year Estimates.

Table A-5: Time Leaving Home to go to Work						
	Eagle Mountain		Saratoga Spring		Total	
Time Ranges	Workers	Percent	Workers	Percent	Workers	Percent
12:00 a.m. to 4:59 a.m.	482	5%	356	4%	838	4.2%
5:00 a.m. to 5:29 a.m.	583	5%	215	2%	798	4.0%
5:30 a.m. to 5:59 a.m.	623	6%	281	3%	904	4.5%
6:00 a.m. to 6:29 a.m.	999	9%	831	9%	1,830	9.2%
6:30 a.m. to 6:59 a.m.	1,438	13%	1,001	11%	2,439	12.3%
7:00 a.m. to 7:29 a.m.	1,273	12%	1,168	13%	2,441	12.3%
7:30 a.m. to 7:59 a.m.	1,221	11%	1,142	12%	2,363	11.9%
8:00 a.m. to 8:29 a.m.	1,110	10%	1,010	11%	2,120	10.7%
8:30 a.m. to 8:59 a.m.	523	5%	579	6%	1,102	5.5%
9:00 a.m. to 9:59 a.m.	599	6%	733	8%	1,332	6.7%
10:00 a.m. to 10:59 a.m.	362	3%	310	3%	672	3.4%
11:00 a.m. to 11:59 a.m.	72	1%	142	2%	214	1.1%
12:00 p.m. to 3:59 p.m.	523	5%	651	7%	1,174	5.9%
4:00 p.m. to 11:59 p.m.	862	8%	813	9%	1,675	8.4%
Total:	**10,670**	**100%**	**9,232**	**100%**	**19,902**	**100%**

Source: U.S. Census Bureau, 2018 American Community Survey 5-Year Estimates.

EAGLE MOUNTAIN/SARATOGA SPRINGS COMMUNITY TRANSPORTATION SURVEY

Please take a few minutes to answer the following questions about your personal and/or household's public transportation needs. Your answers will help identify the transportation needs of Eagle Mountain and Saratoga Springs residents and will assist us in completing the community Transit Study. ***Thanks for your help!***

To return the survey, you may:
Fill it out **online** at: *www.surveymonkey.com/r/NWUtahCounty*
Scan and email it to: Megan McPhilimy at Megan@lsctrans.com

Please complete the survey only once, either paper OR online, by Friday, December 4, 2020.

1. **Which of the following types of transportation does your household currently use and how often?**

	6-7 Days/week	3-5 Days/week	1-2 Days/week	1-3 Days/month	Less than once/month	Never
Your personal vehicle	☐	☐	☐	☐	☐	☐
Borrow a vehicle	☐	☐	☐	☐	☐	☐
Ride from a friend/relative	☐	☐	☐	☐	☐	☐
Walk	☐	☐	☐	☐	☐	☐
Bicycle	☐	☐	☐	☐	☐	☐
Taxi	☐	☐	☐	☐	☐	☐
Uber/Lyft	☐	☐	☐	☐	☐	☐
Utah Transit Authority (UTA)	☐	☐	☐	☐	☐	☐
UTA vanpool	☐	☐	☐	☐	☐	☐
Employer vanpool	☐	☐	☐	☐	☐	☐
Carpool	☐	☐	☐	☐	☐	☐

2. **Where do you live?** ☐ Saratoga Springs ☐ Eagle Mountain ☐ Other *(Please specify)* _____

Questions about Transportation Needs Within Eagle Mountain and Saratoga Springs:

3. **Would you or a member of your household use public transportation, such as a bus or shuttle, to reach areas within Eagle Mountain and Saratoga Springs?**
   ☐ Yes, please answer **questions 4-7** ☐ No, please skip to **question 8**

4. **What are the primary reasons your household would use public transportation within Eagle Mountain or Saratoga Springs?** *(Check all that apply)*
   ☐ Work/Commuting ☐ Personal Business ☐ Doctor/Medical/Health Care
   ☐ School/College ☐ Recreation ☐ Shopping ☐ Other *(Please specify)* _____

5. **How many people in your household (including yourself) would use a public transportation service within Eagle Mountain or Saratoga Springs?** ☐ One ☐ Two ☐ Three ☐ Four ☐ Five or More

6. **If available and going where and when you need to go, how often would your household use public transportation service within Eagle Mountain or Saratoga Springs?**
   ☐ 6-7 Days/week ☐ 3-5 Days/week ☐ 1-2 Days/week ☐ 1-3 Days/month ☐ Less than once/month

7. **How much would you be willing to pay per trip to use public transportation within Eagle Mountain or Saratoga Springs?** ☐ Less than $1 ☐ $1-$1.99 ☐ $2-$2.99 ☐ $3-$3.99 ☐ $4-$4.99

Questions about Transportation Needs Outside Eagle Mountain and Saratoga Springs:

8. **Would you or a member of your household use public transportation, such as a bus or shuttle, to reach areas outside Eagle Mountain and Saratoga Springs?**
   ☐ Yes, please answer **questions 9-14** ☐ No, please skip to **question 15**

9. **If you or a member of your household would use public transportation to reach areas outside Eagle Mountain and Saratoga Springs, please specify the zip code(s) and City name(s) of each of the areas.**
   ☐ Zip Code: _____ and City name: _____

10. **What are the primary reasons your household would use public transportation outside Eagle Mountain and Saratoga Springs?** *(Check all that apply)*
    ☐ Work/Commuting ☐ Personal Business ☐ Doctor/Medical/Health Care ☐ Airport
    ☐ School/College ☐ Recreation ☐ Shopping ☐ Other *(Please specify)* _____

11. **How many people in your household (including yourself) would use public transportation <u>outside</u> Eagle Mountain and Saratoga Springs?** ☐ One ☐ Two ☐ Three ☐ Four ☐ Five or More

12. **If available and going where and when you need to go, how often would your household use public transportation <u>outside</u> Eagle Mountain and Saratoga Springs?**
☐ 6-7 Days/week ☐ 3-5 Days/week ☐ 1-2 Days/week ☐ 1-3 Days/month ☐ Less than once/month

13. **How much would you be willing to pay per trip to use public transportation <u>outside</u> Eagle Mountain or Saratoga Springs?** ☐ Under $2 ☐ $2-$2.99 ☐ $3-$4.99 ☐ $5 or more

14. **If a park-and-ride lot for transit service was located in your community, would you use it to ride transit?**
☐ No ☐ Yes, please specify where it should be located: _____

<u>Questions for All Respondents:</u>

15. **What is your age?** ☐ Under 18 years old ☐ 19–24 years old ☐ 25-39 years old ☐ 40-59 years old ☐ 60-74 years old ☐ 75 years old or older

16. **Are you:** *(Check all that apply)*
☐ Employed Full-Time ☐ Employed Part-Time ☐ Unemployed ☐ Disabled ☐ Retired
☐ Student – College ☐ Student – High School ☐ Other *(Please specify)* _____

17. **If employed, what is the zip code of your work location?** _____

18. **If you or another member of your household currently work outside your home, how do you travel to work?**
(Check all that apply) ☐ Drive alone or with family ☐ Carpool ☐ Taxi ☐ Uber/Lyft ☐ Walk
☐ Bike ☐ UTA Bus ☐ UTA Trax or FrontRunner ☐ Vanpool
☐ Other (*Please specify*): _____

19. **What is your total annual HOUSEHOLD income?** *(Include all income from all household members)*
☐ Less than $19,999 per year ☐ $20,000-$39,999 per year ☐ $40,000-$59,999 per year
☐ $60,000-$79,999 per year ☐ $80,000-$99,999 per year ☐ $100,000 or more per year

20. **Including <u>yourself</u>, how many people, age 10 and over, live in your household?**
☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six or more

21. **Including <u>yourself</u>, how many people living in your household have a valid driver's license?**
☐ None ☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six or more

22. **How many operating vehicles are available to your household?** ☐ None ☐ 1 ☐ 2 ☐ 3 or more

23. **Do you or a household member who needs transportation have a disability, health concern, or other issue that makes travel difficult?** ☐ No ☐ Yes *(please specify – e.g. I use a wheelchair)* _____

24. **In the last two years, have you or a member of your household been unable to access medical care due to lack of transportation?** ☐ No ☐ Yes *(please describe)* _____

25. **In the last two years, have you or a member of your household lost a job, dropped out of school, or had problems finding work due to lack of transportation?** ☐ No ☐ Yes *(please describe)* _____

26. **Would you support an increase in local sales tax to support enhanced public transportation?**
☐ Yes ☐ No

27. **Please provide any additional comments about public transit service you would like to see or any other unmet transportation needs you or members of your household have.**
_____

28. **If you'd like to receive updates about the Eagle Mountain/Saratoga Springs Transit Study, please provide your email address:** *(Your email address will remain confidential and will not be shared)*
_____

Thank you!

- 73 needs to be turned into a freeway with frontage roads on each side of highway. We also need more than one major way in and out of Eagle Mountain in case of emergencies. This should have been done already as we are growing really fast.
- A lady in my neighborhood can't drive and has tons of trouble getting to the doctor and store, can't walk far, we desperately need a service for disabled or elderly in the community ... she is not quite 65 and no services out here, all us neighbors have to coordinate driving her.
- Access to Lehi or AF front runner
- All my answers only apply if transportation is frequent enough, not just available. It has to be often enough to make it worth it for me. We really need either more lanes in our highways or public transport that is often enough that people don't have to wait for it.
- Although I personally will probably not use public transportation, I agree there is a need for it in the community. Perhaps a connection to the FrontRunner stop in Lehi could be useful. However, I would rather support funding in our community to be spent to provide more commercial/retail options in EM, and in City Center.
- As of now there isn't any type of public transportation in eagle mountain. Uber/Lyft does now exist in Eagle Mountain (city center) so it would be nice to at least have one available to Eagle Mountain Residents.
- Because we've lived out here for so long we've adapted to what is around us. We know how long it takes to get places and that we needed so many vehicles to work for us. That being said, if we were just moving in and didn't already have the vehicles for every driving member of our family, we would consider public transportation a huge benefit. It just isn't now because we've already lived without it for so long.
- Before thinking if other transportation needs, our roads (Lake Mountain Rd.) in particular needs to be paved so we can safely drive our own cars back and forth to work and other errands.
- Better access both to Saratoga Springs and the surrounding cities in Utah County
- Bring more businesses to Eagle Mountain.
- Building moratorium for Eagle Mountain, Saratoga Springs, Lehi
- Buses would be a waste of taxpayer money out there with the current infrastructure in place.
- Charge an impact fee on new buildings so road can keep up with demand.
- City Center in Eagle Mountain is always left out of the equation- yes there are buses in and out, very limited trips- of the Ranches but nowhere to park. This area is growing tremendously and could benefit with more access.
- Cost to benefit ratio just doesn't pan out. Public transit is a poor investment of my tax dollars.
- Currently due to bus and train schedules it takes me an extra hour to go to Salt Lake City thus making it not an option.
- Currently it is not worth using it locally. It takes more time than to just go there and come back. My vehicle all get great gas mileage and it just not worth the money or the extra time. I can get to work in 30 minutes or I can get to work in 2 hours. I choice the 30 minutes.
- Do not raise taxes
- Don't need public transit out here, don't want public transit out here! Need better and more roads before transit!
- Due to COVID I currently work from home, before COVID I would have considered using a bus transportation system to get to work if the tickets were less than 30/month. Otherwise, it would not be cost effective.

- Eagle Mountain does not yet need a public transportation system. The majority if not all residents moved here knowing they would need to get to work/school and did that without relying on public transportation
- Express buses from Saratoga to downtown SLC. Please bring them back.
- Having used public transport before the biggest drawback is how much slower it is than driving myself.
- I am happy to see this conversation is happening.
- I am in college and working I would use public transportation if I could to help.
- I am worried when transport is provided to Eagle Mountain and Saratoga Springs, us smaller outskirts cities will be left out. I know we are far and that makes getting us transport harder but please offer one or two options to the cedar fort Fairfield area
- I believe it would draw people to this area. Particularly young professionals or married college students.
- I don't want to pay for other people to use public transportation.
- I don't like relying on someone else to get me places.
- I don't think a tax increase should be considered to support public transportation to these areas. Keep Eagle Mountain semi-rural.
- I don't use public transportation because it would not be going where I am going. I work in Eagle Mountain at the High School and my children are in activities, so it necessitates driving myself. My husband works from home, so we simply don't have a situation that warrants it. I would use it if it made sense and worked with my schedule.
- I drive a school bus for alpine school district. I drive in Saratoga Springs and Eagle Mountain all day long. (Mainly Redwood Road) I would strongly suggest you change the left turning light from Redwood Road to Pony Express to red and green only. Having it a blinking yellow has cause multiple accidents that I have witnessed. People run that light daily and it's getting pretty scary!
- I have 10 kids. The biggest issue we face is getting them all able to drive, especially with the cost of car insurance. If we had better public transportation, they could rely on that to go to college and work, and not need a car right away.
- I have found it difficult today and, in the past, to use public transportation due to a lack of availability of when I need it and where.
- I imagine a lot of people that work in Thanksgiving Point would love a transit option
- I just don't want to drive in bad weather
- I mean, I guess if it's needed. But in our area, I don't see it being needed. Nobody I know would use it. So no, I don't really want to pay more for something basically nobody needs or would use to my knowledge.
- I think that the 806 line should be rerouted through the talus ridge neighborhood because it would still be able to make its normal stops and that one
- I think that's a great idea and tool used everywhere else in the world. Owning different cars can be expensive and some families just have one car so it's hard for them to access education or recreational activities. I think at least it could be awesome to have a shuttle between city center - porter's crossing and the commercial zone (Walmart, Costco, Smith's)
- I think the biggest issues is one-way roads with large construction vehicles going under the speed limit. Making some of the roads such a Cory B Wride a two lane both ways would help with some of the backup.
- I think the bus service that is available now is working ok. Add a few stops and make one more trip in and out.
- I want to see UDOT get serious about actually building highways. We've told them for 20 years that they better do something and were told the area would not grow very fast. Well, traffic has been a big problem for many years now and still no one is getting serious about fixing it.

- I will never support any tax and I am completely opposed to bringing public transportation out here to ruin the atmosphere we enjoy and would actively respond against it.
- I would hope for a minimal increase in local sales tax for this.
- I would like more roads and widened roads out of Eagle Mountain instead of slowing traffic with more inefficient buses.
- I would like to see FrontRunner service to SLC from Eagle Mountain
- I would like UTA Trax to eventually come out to this area. I even like the Uber/Lyft idea out here. We just need more marketing for it locally so it can get a good user base in our two cities.
- I would likely allow my teenagers to ride tracks like transportation rather than a bus.
- I would love to see Mountain View Corridor go through to Salt Lake County.
- I would love to see Trax from EM, through SS and down to UVU.
- I would support a tax increase if the additional/ enhanced transportation was done in a way that the residents would actually use the service. I have a bus stop down the street from me and I see the empty buses come and go. We need light rail as buses seem totally illogical anymore.
- I wouldn't pay any extra in taxes and assume the price of the fair would cover the cost. I believe people that use the service should fund it.
- I'd be interested in letting my kids ride a bus/shuttle to places around SS/EM. Because both myself and spouse work, I can't take my kids places. Maybe they could hop on the bus/shuttle to head to Neptune park or Smith's
- I'd love another road out of Eagle Mountain.
- I'd prefer not to increase taxes especially right now with Covid hurting my husband's job. It is mostly for recreation a couple of times a year, not worth rising taxes for that.
- I'd support raising taxes to create free public transport. I'd be more likely to use it in that case over having to decide between paying for it and using my own vehicle.
- If it's too expensive, I won't use it (i.e., FrontRunner)
- If we ever had light rail or a train access in Eagle Mountain I'd be much more interested in taking public transit. As of right now we almost never use public transit.
- If you do it, it needs to be done well.
- Improve the roads and worry less about the vehicles on them. Other than the large trucks that can't seem to follow the rules. Also do not allow any use of engine breaks within or near city limits.
- In order to get home to Eagle Mountain from UVU, I have to leave work early. It would be nice if there was a later bus. Even just an hour later would help.
- In order to truly be a viable option, it needs to be time efficient, i.e., not take too long for the trip. That has been a deterrent for transit use in the past.
- It would be nice to have a bus stop in city center
- It depends on where the roads would be built if I would support an increase in taxes. If it doesn't benefit me then no.
- It has to make obvious sense, like being cheaper than paying for gas every day, or it won't work.
- It is never a fast, efficient or as convenient as my own vehicle.
- It needs to be an effective plan. Like we used to have with an express bus to downtown SLC. If it takes twice as long as driving it isn't worth it.
- It would be a nice option, but I'm not willing to pay a lot more for anything
- It would be great to have a rail down the middle of 73 and 2100 to Lehi.
- It would be nice to have but we wouldn't require it, so if taxes go up very much because of it we would prefer not to have it.
- It would be nice to see more options in and out of Saratoga Springs and to have overpasses rather than so many red lights (2100 North).

- It would need to operate for work times away from direct area Eagle Mountain and Saratoga Springs.
- It's hard for me to get to the Salt Lake City Airport. When I go, I usually stay for at least a month. Long term parking is not an affordable choice, nor is Uber.
- It's possible I would support the tax increase, but it would depend on how much and what the services were. Saying how much I would pay for a service would depend on how far it takes me, so that was kind of a tough question to answer.
- I've looked at UTA various times in the past as I'd like to use public transit to get me to work. However, when it quadruples my time round trip, it just isn't worth it. More direct routes would be wonderful.
- Just build wider roads for easier access in and out of city.
- Just get the buses to come to Eagle Mountain city center. It doesn't even come all the way down Pony Express, it just stops at the park near the school at the top of the mountain.
- Lyft and Uber are great options.
- More roadways are needed. Both ease/west and north/south in Eagle Mountain and Saratoga Springs, and to access other areas. Some transit could help but only if used.
- More route options
- My kids attend school at MTECH, Westlake, and UCAS in Provo. My UCAS kiddo takes the bus to the Thanksgiving Point station and then takes the bus or train to Orem where she transfers to UVX. My kids feel very comfortable using public transportation and would use it more often to visit friends, get to tutoring, etc. My kiddo who attends MTECH would love routes that go from Saratoga Springs and Eagle Mountain to MTECH, especially at the time when classes occur. Or a bus from MTECH to the high schools and vice versa. We have 5 cars-it is kind of obscene, but with 5 people working and no public transportation, our 2 teens who are drivers need a car to get to and from work and school. I would probably rarely use it. My husband enjoys commuting on the train when he can, but driving to Thanksgiving Point to take a train to Draper seems a waste of time.
- Need access to public transportation in city center Eagle Mountain.
- No new taxes
- No to tax increase unless it's a free service like cache valley
- Not having any public transit in the area eliminates the ability to access paratransit. It isolates people with disabilities and makes affordable housing inaccessible.
- Not looking for public transport just bigger highways to accommodate the growing population in our area. Only 2 ways in and out of city center with only 2 lane highways is not cutting it. Stop building until the highways are widened to accommodate the extra vehicles. Especially when there is building of high occupation condos. Our roads can't handle the amount of vehicles commuting.
- One bus route wouldn't help things. It would need to be extensive. I wish we could be like other cities in the world- subways, trains, BRT buses, and tons of other options. Until then, riding public transportation is way way more work, planning, and money than I would want to spend.
- One granddaughter who doesn't drive, lives in Vineyard relies on public transit to get herself to her job and parents' house in Eagle Mountain
- Only use I would have would be to get to the Lehi or American Fork FrontRunner stations when I travel to the airport for work.
- Other than work, local transit could be any time or any day just consistent in schedule and well-advertised. Only Mondays etc.
- Please don't raise taxes for public transit in our area, I believe it unnecessary
- Please don't increase taxes for public transportation

- Please stop taking crucial transportation dollars from roads. We have sidewalks and trails, we do not need more bike lanes or bus stops.
- Please sweep the bike lanes of debris on a regular basis. Thank you
- Please do not instigate public transit in Eagle Mountain. It looks like a pretty package wrapped up with a bow, but it's only headache and taxes in the future.
- Public transit is very time consuming and inconvenient. This is why we have five vehicles for four drivers.
- Public transit requires too many connections and is overall much slower than driving; it is not feasible for most commuters to Salt Lake City.
- Public transport from Eagle Mountain to the stores in Saratoga Springs would be beneficial for families with only one vehicle or where a spouse is not licensed to drive.
- Public transportation in Eagle Mountain/Saratoga Springs is virtually non-existent. Until that changes, there's no point in using the tiny bit that is there.
- Public transportation is a poor option for us as it takes far too long to anywhere near anyplace we need to go.
- Public transportation is not a right of someone. I shouldn't have to pay for them.
- Public transportation is useless.
- Public transportation would be a great alternative for our high school students that don't live within district bus boundaries.
- Rapid transit options and more frequent bus stops and further spread out.
- Sales tax is a regressive tax that hurts the lower income earners. Please consider another way to fund transportation needs than to punish those that cannot afford transportation to begin with.
- Saratoga Springs needs more bike trails that are separated from the roads. The shoulder of roads should not be called a bike trail. I'm not going to bike with my children on redwood/pioneer crossing right next to traffic that drives at freeway speeds and usually exceeds the posted speed limits too. Either build separate bike trails or make the sidewalks wide enough to accommodate bikes and pedestrians.
- School buses
- Ski routes
- So far, all the public transport we need hasn't worked because it took 3-4x as long to get anywhere, even if you could get it. I'd be much more interested in something I could let my kids ride to local needs. Also, I would much rather have a privatized contract vs. the public creation. Like cache valley used to do. Bid out and let a company create one according to some requirements. Worked way better up there.
- Something definitely needs to be done. Only 4 buses in the morning and 4 in the afternoon/evening between Eagle Mountain and the Lehi Front Runner Station is not enough. And it only goes as far as the Ranches area. At a minimum there should be more buses and an expanded route to City center. The best would be at least 1 or 2 express buses that went straight to Salt Lake City like there used to be before the Front Runner. I've talked to UTA about providing more transit in Eagle Mountain, and they said that there hasn't been much show of support by the city for that, so I'm glad this survey is being done. I personally don't think a tax increase is necessary. You have so many new people moving into this city who will be paying taxes. That in and of itself is increased revenue for the city.
- SR-73 needs less stop lights and more of a freeway like feel.
- Still waiting to see barrier free, commuter (i.e., fast), and continuous (connect Eagle Mountain to Provo) bike and running trails. Trails should be more than recreational.
- The amount UTA charges as is, they should be able to afford extending hours and service.

- The biggest problem with having public transportation in Saratoga Springs is the amount of traffic we already have here. The roads are in no way prepared for UTA yet. Decrease the population here first and then try bringing UTA here.
- The current public transport is not cost effective for us to use. It is cheaper and more time efficient for us to drive. We would use public transport to commute for work but it costs too much.
- The key to making shuttles or buses work is convenient schedules and routes. Or big parking lots for parking car to board bus/shuttle.
- The one bus that comes here is the 806. It only stops in Lehi at the train station. It would be really nice if it had stops in Saratoga Springs near Smith's/Walmart/etc. and more than just in the morning or evening.
- The only time I would ever use any public train is to get to or from the airport. But I prefer Uber for that once a year now. I live remote along the lake...in south Saratoga. My home is nearly seven miles away from the closest grocery store. A bus just isn't a feasible lifestyle for an amputee with a wheel chair buying groceries for a family of 12. People drive suburbans and 12 passenger vans...and NEED the ability to haul loads of stuff around with their big families. Not just their big families. It is not just transportation. It is where to put everything you buy.
- The service isn't frequent enough to be of much use. It would add 2-4x the time to use public transit.
- The traffic signals on Redwood Road are clearly timed to give very little time to those leaving Eagle Mountain to get through lights. It is ridiculous to have to wait through multiple lights when trying to get through intersections onto Redwood Road.
- There are not enough protected yellows along redwood road which if protected would help with traffic flow and car collisions.
- There are very few days in an out of both these cities and during peak hours, these areas are already busy. Adding public transportation will only make it worse. People move into these cities knowing they will need their own transportation.
- There is little available for those of the community who are disabled. With little available in Eagle Mountain, many citizens are forced to use Uber/Lyft which services are not widely available.
- There may come a time when we might need some kind of medical transportation but thankfully not yet!
- There needs to be a more efficient way to access I15. The single lane roads leading away from city center in eagle mountain increase my commute when I get stick behind trucks or slow drivers.
- There needs to be an alternative to Redwood Road for those of us with homes south of Grandview. The fire this past summer made that very clear as people tried to evacuate the area. Redwood was at a standstill.
- There needs to be more ways to get in and out of Eagle Mountain to travel to Southern Utah County.
- This is the biggest concern about eagle mountain right now. We live in city center and to completely take public transportation is nearly impossible. You'd have to walk to ranches, catch a bus to trax/front runner, and then hit a train to make it to my work. I used to use front runner but I would have to drive to Lehi to make it to the train on time. This is one of the main reasons we're moving out because the growth and the infrastructure is not growing at the same speed.
- Those using public transportation should pay the cost of their choices and not be subsidized by people that don't or won't use it.
- Though we would not have the need ourselves for our lifestyle, we would encourage more public transportation for better emissions.

- Time is already a huge factor. I have young kids and work nights at the hospital. My husband does construction and goes where the current business is. He and I tag team the kids and their lives. The more houses being built without more road access, the worse traffic gets. I don't have time to sit on a bus and there isn't a quick commute from here to the hospital and I cannot leave my kids home alone yet.
- Timpanogos highway has a commuter lane, redwood road desperately needs that. Also having a trax type system over to front runner would be wonderful
- Tracy line running down Redwood. For Saratoga Springs to SLC or further north would be a great transportation option for a lot of people in the valley
- Traffic is horrible and only going to get worse. We need public transportation to help alleviate some of the traffic.
- Trams are definitely the best. Had them all over Europe. So great.
- Transportation to parks, shopping centers, library, FatCats, etc. Within Eagle Mountain and Saratoga Springs city limits. An option for our teenage residents to learn independence.
- Trax to Eagle Mountain
- Two more of my kids are reaching the age where they will be working soon. They can't afford to buy cars and we can't afford to buy them cars. Having transportation to Saratoga Springs would be so wonderful so they can work. When our oldest was working in Saratoga Springs, my husband and I had to drive t her to work. Then drive home. Then drive to pick her up and then drive home again. Please bring in a bus so our kids can work without impacting the family so much.
- Using public transit would only make sense for us if Trax ran from 1300 E in Salt Lake to Saratoga Springs or from Saratoga Springs to American Fork.
- We don't have the infrastructure to support it anyway.
- Utah bus stop closer to houses. Have to walk so far to Nolan Park
- We already pay but have fundamentally nothing.
- We currently don't public transit because it is infrequent and has few stops nearby. Also, the routes and stops make travel within Eagle Mountain and Saratoga Springs impractical.
- We do not want public transportation to come any closer to residential areas. We moved here for what was already here. We did not move here to have a big city grow around us.
- We have a lot of other issues that need addressing before public transportation, based on where we are at in the lifecycle of our city. We have too many other infrastructure projects for transportation that still need addressing first.
- We need a much more efficient east/west transportation road. There are too many people commuting on Pioneer Crossing, and the congestion/accidents on that road are terrible.
- We need a way to get to and from a restaurant or bar safely.
- We need more businesses out here before we really need to spend money on public transportation.
- We need more transportation
- We probably wouldn't use it very often. The additional time that taking public transit from Eagle Mountain wouldn't be worth it for us.
- We transport our children outside of eagle mountain every day for school and work because we live in the border of the two cities and all our needs are outside of the area. I would not allow my children to use public transportation due to safety issues. We will continue to use our own vehicles.
- We would love to see a trax line or Frontrunner to run more often.
- We would love to see Hwy 73 extended as a four-lane structure at least to the eagle gate and possibly to the Tyson Facility to help with the large truck congestion.
- We'd love a shuttle to the Lehi train for downtown

- When I moved here we had Fast Bus that took me from EM to SLC, when it went to only going to the frontrunner station, I went to driving instead. Now I working South Jordan.
- While I don't currently use public transportation, I do see the benefit of having at least some basic connection to the wider UTA network, especially busses, frontrunner and Trax station in Lehi/American Fork. It would be nice to see some kind of shuttle go out that way to connect to the broader network.
- Would love to see EM added to trax system or a bus system that connects to all cities along the Wasatch front
- Yes, only if it’s is a high speed transit system.
- You could put in stop lights by the Overland Community cause it’s a pain to get out on the road. And remove all the trees Ivory out in because they are a danger, it blocks the view of oncoming traffic.

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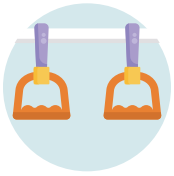
UDOT Keeping Utah Moving

Eagle Mountain and Saratoga Springs are experiencing fast growth, adding pressure to the overall transportation network as residents commute to Utah and Salt Lake Counties. A single UTA bus route currently serves the two communities by connecting them to the Lehi FrontRunner station during peak commute hours. In the **Northwest Utah County Transit Study**, led by the Mountainland Association of Governments (MAG), public transit service options are carefully studied for these two communities. This study evaluates current and future transportation needs and the possibility of increased transit service options. A summary of the issues, the process, and transit service scenarios are presented below, with details in the study itself.

THE ISSUES



Loss of direct bus service to downtown Salt Lake City and increased travel times because of transfers



Loss of ridership following service change



Revenue collected for UTA does not correspond with level of service provided



Infrequent service provided only during commute times



Lack of local transit circulation in the communities



Existing low density development is not supportive of frequent transit service



MAG Long Range Transit Plan identifies potential alignment for either Bus Rapid Transit or Light Rail Transit. What interim service could be provided?



What service may be feasible in the long term and the short term?



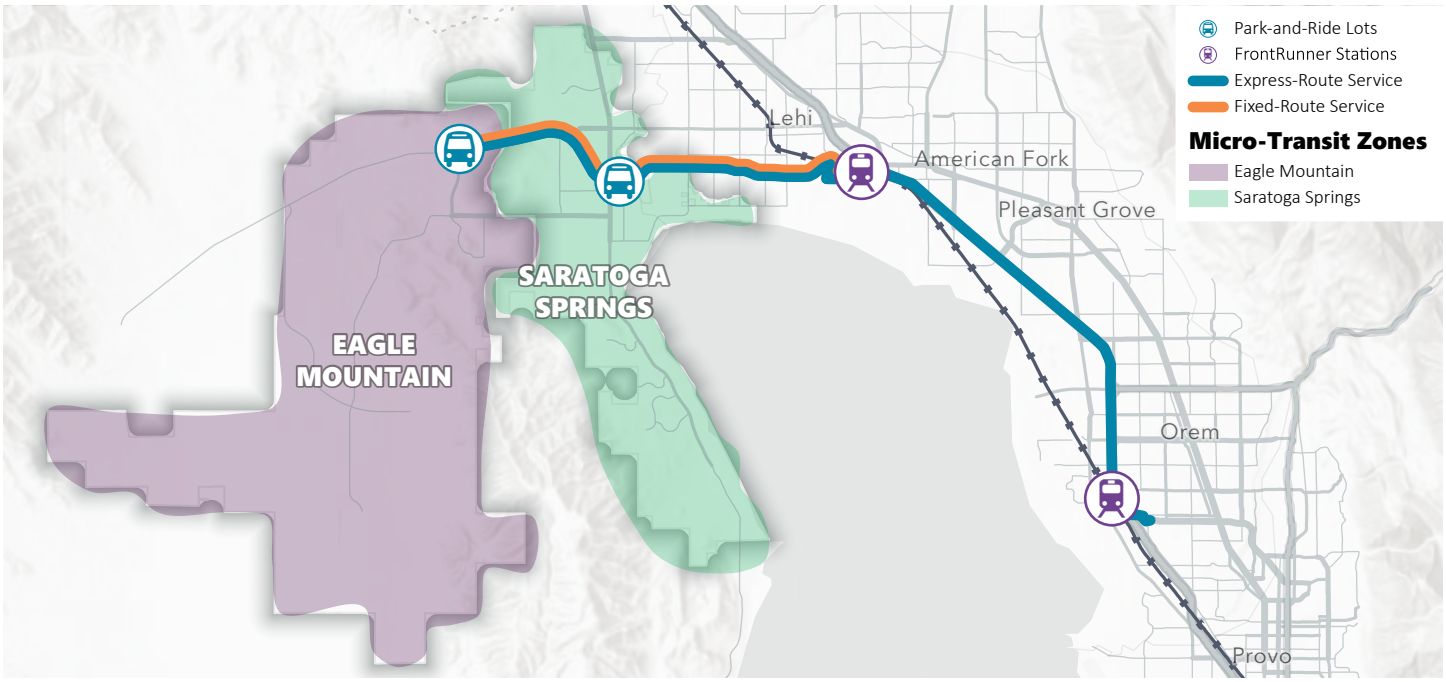
New job opportunities in the communities will change travel patterns and volumes

THE PROCESS

1. REVIEW PAST PLANS & STUDIES
2. EXISTING & HISTORIC TRANSIT SERVICE
3. COMMUNITY CONDITIONS
4. COMMUNITY SURVEY
5. TRANSIT NEEDS ASSESSMENT
6. TRANSIT SERVICE SCENARIOS

NORTHWEST UTAH COUNTY TRANSIT STUDY

RECOMMENDED SERVICE SCENARIOS



TRANSIT SERVICE SCENARIOS

SHORT-TERM ACTIONS

- Park-and-Ride Facilities at Redwood Rd / Pioneer Crossing & North Spring Run
- Fixed-Route Bus Service
- UTA Vanpool Program
- Microtransit Service
- Corridor Preservation

INTERMEDIATE ACTIONS

- Express Bus Service to Utah Valley University
- Bus Priority in Pioneer Crossing Corridor

LONG-TERM SCENARIOS

- Bus Rapid Transit (BRT)