



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, January 24, 2024**

**1:00 PM**

**FrontLines Headquarters**

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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 January 10, 2024 Board Meeting Minutes
6. **Reports**
  - a. Legislative Update and Potential Action on Proposed Legislation Shule Bishop
  - b. Executive Director Report Jay Fox
    - Warm Springs Stormwater
    - Executive Director Award - Finance Budget Team
    - UTA Commendation - UTA Police
    - UTA Commendation - Overnight Rail Operators
  - c. Financial Report - November 2023 Viola Miller  
Brad Armstrong  
Daniel Hofer  
Gregory Andrews
7. **Contracts, Disbursements and Grants**
  - a. Contract: Right of Way Track Measurement Services (RailPod, Inc.) Jared Scarbrough  
Jacob Wouden
  - b. Contract: CNG Building Overhead Door Replacement (Crawford Door Sales, Inc.) Kevin Anderson  
Guy Miner

- |            |   |                                |
|------------|---|--------------------------------|
| c.         | Contract: Customer Experience Strategic Plan Services (Motivf Corporation)  | G.J. LaBonty<br>Andy Stevenson |
| d.         | Contract: Human Resources Information System (Workday, Inc.)  | Kim Shanklin                   |
| e.         | Contract: MVX State-Furnished Signal and Transit Signal Prioritization Materials (Utah Department of Transportation)  | Andrea Pullos                  |
| f.         | Contract: MidValley Bus Rapid Transit (MVX) Construction Phase 1 (Stacy & Witbeck, Inc)                               | David Hancock<br>Andrea Pullos |
| g.         | Change Order: Battery Electric Buses and Associated Charging Equipment 2nd Bus Order - 4 Electric Buses (Gillig, LLC) | Jesse Rogers                   |
| h.         | Change Order: Program Management Services Change Order No. 02 - Option Year 1 (HNTB Corporation)                      | David Hancock                  |
| i.         | Pre-Procurements<br>- Ground Brush Assemblies for S70 Light Rail Fleet<br>- Jordan River Building 2 Remodel           | Todd Mills                     |
| <br>       |   |                                |
| <b>8.</b>  | <b>Discussion Items</b>   |                                |
| a.         | Salt Lake City and UTA 200 South Reconstruction Update  | G.J. LaBonty<br>Jon Larsen     |
| b.         | UTA On Demand Service Update  | Hal Johnson<br>Shaina Quinn    |
| <br>       |   |                                |
| <b>9.</b>  | <b>Other Business</b>   | Chair Carlton Christensen      |
| a.         | Next Meeting: Wednesday, February 14th, 2024 at 9:00 a.m.   |                                |
| <br>       |   |                                |
| <b>10.</b> | <b>Closed Session</b>   | Chair Carlton Christensen      |
| a.         | Pending or Reasonably Imminent Litigation   |                                |
| <br>       |   |                                |
| <b>11.</b> | <b>Open Session</b>   | Chair Carlton Christensen      |
| <b>12.</b> | <b>Adjourn</b>  | Chair Carlton Christensen      |

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link- [https://rideuta.zoom.us/webinar/register/WN\\_YZeBqcysRh61p20kejJ7wg](https://rideuta.zoom.us/webinar/register/WN_YZeBqcysRh61p20kejJ7wg) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment .
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below .
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, January 23rd will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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**Approval of January 10, 2024 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the January 10, 2024, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday January 10, 2024 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/883727.html>](https://www.utah.gov/pmn/sitemap/notice/883727.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2024-01-10\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, January 10, 2024**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff and interested community members.

#### **1. Call to Order and Opening Remarks**

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

#### **2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

#### **3. Safety First Minute**

Chair Christensen delivered a brief safety message.

#### **4. Public Comment**

##### **In Person/Virtual Comment**

Public comment was given by Tim Jahn; Henry Sokolski; Richard Hale; Dea Theodore, Salt Lake County Councilmember; and Green Choi. Councilmember Theodore and Choi joined the meeting virtually.

Tim Jahn spoke about the suspension of route 953 bus service. He said UTA's mission "We Move You" does not happen when bus service is eliminated. He addressed quality of life issues that are impacted by transit, specifically:

- Public safety - public safety is improved when fewer cars are on the road
- Air quality - too many cars increase pollution
- Red snake (referring to tail lights from vehicles traveling slowly in a snaking line due to traffic in the Big and Little Cottonwood canyons)
- Public good
- Saving money

Henry Sokolski said he would like the same service provided to ski resort employees to be provided to the public, and added it is not enough to treat transportation in the canyons as a

service for tourists. He said he would like UTA to do better and would like route 953 service to be restored.

Richard Hale introduced himself as a UTA Light Rail Operations Supervisor and asked the board not to ratify the collective bargaining agreement with the Teamsters Local 222. He said the Teamsters misrepresented contract terms to UTA rail operations supervisors. He opined the changes to the supervisor position contemplated in the agreement will affect the effectiveness of UTA service. He spoke about supervisor responsibilities, then implored the board not to approve the contract.

Councilmember Dea Theodore recommended reinstating route 953. She acknowledged the challenges involved in balancing priorities and thanked the board and operators for their service.

Green Choi expressed frustration with the agency's decision to discontinue use of the Go Ride mobile ticketing app. He opined the Transit app is an "abysmal" alternative. Choi said the Go Ride app was easily identifiable with UTA's logo. He asked the board to create a sustainable strategy for a better mobile ticketing app to seamlessly connect all Utahns.

#### **Online Comment**

No written online comment was received.

(To view public comment in its entirety, see the meeting video located at [https://rideuta.granicus.com/player/clip/276?view\\_id=1&redirect=true&h=d3ff3de36700a658dbd5e118383db7db](https://rideuta.granicus.com/player/clip/276?view_id=1&redirect=true&h=d3ff3de36700a658dbd5e118383db7db).)

## **5. Consent**

### **a. Approval of December 20, 2023 Board Meeting Minutes**

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

## **6. Reports**

### **a. Executive Director Report**

- **UTA Commendations**
- **Ski Update**
- **Trolley and Morgan County Contracts Update**
- **Recognition of Mary DeLoretto**

#### **UTA Commendations**

Jay Fox, UTA Executive Director, expressed appreciation to the maintenance of way team for restoring service after a tree fell on the TRAX catenary wire during a snow squall.

He then took a moment to read comments from Ben Chapman, whose son was recently memorialized in the UTA Memorial Grove.

Following his initial remarks, J. Fox was joined by Cheryl Beveridge, UTA Chief Operating Officer; Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit; Michelle Wallace, UTA Operations Manager; and Marie Gallegos, UTA Operations Supervisor. Glenn recognized Marie Bisel, UTA Operator, and Ray Barreno, UTA Operator, for organizing the donation of 100 bundles of winter items for distribution to riders in need.

### **Recognition of Mary DeLoretto**

J. Fox expressed appreciation to Mary DeLoretto, who is retiring from the agency after more than 18 years of service. DeLoretto filled various roles during her tenure at the agency, including chief capital services officer and interim executive director. J. Fox described personal characteristics he admired in DeLoretto. He invited Dave Hancock, UTA Chief Capital Services Officer, to talk about DeLoretto's leadership.

J. Fox then asked DeLoretto to highlight some of her favorite projects at UTA, which included participating in the historic impact mitigation on the TRAX Blue Line in Draper and wetland mitigation on the FrontRunner alignment at the Hobble Creek site. DeLoretto also spoke about her participation in the development of the Denver and Rio Grande Rail Trail.

The board thanked DeLoretto for her service, particularly for her work as interim executive director.

### **Ski Update**

J. Fox was joined by Andres Colman, UTA General Manager - Salt Lake Business Unit. Colman provided an update on ski bus service in Big and Little Cottonwood canyons, and mentioned UTA:

- Has an experienced operations team and dedicated mobile maintenance team assigned to ski service
- Has a positive working relationship with resorts and the Utah Department of Transportation (UDOT)
- Is utilizing 40-foot buses to increase capacity
- Has staged a spare bus near the canyons
- Is carrying moderate passenger loads in Little Cottonwood Canyon and heavy passenger loads in Big Cottonwood Canyon
- Is running an average of 10 extra daily trips (on Friday, Saturday, Sunday, and holidays)

Colman also noted:

- Preliminary daily ridership is higher the same time frame last season
- Bypass service has not been needed
- Cottonwood Connect (a service provided by Visit Salt Lake) started on

December 22, 2023

- Brighton and Solitude resort employee shuttles have begun operating

Discussion ensued. Questions on meeting demand for surge service and operational adjustments for the current ski season were posed by the board and answered by staff. Chair Christensen mentioned the resort employee shuttles were implemented to increase capacity on UTA buses.

#### **Trolley and Morgan County Contracts Update**

J. Fox noted the trolley agreements in Ogden, Layton, and Farmington expired on December 31, 2023. He said UTA intends to continue service until the new agreements are finalized and the risk to the agency will be negligible since the new agreements will include a reimbursement provision for the interim service between contracts.

J. Fox indicated internal responsibility for the managing the contracts will be centralized moving forward. Chair Christensen encouraged proactive contract management and expressed a strong desire to avoid circumstances in which ratification is required.

#### **b. Financial Report - October 2023**

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory Andrews, UTA Senior Financial Analyst; and Dave Hancock.

Staff reviewed the following:

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

Discussion ensued. Questions on sales tax growth trends, objectives of the Paratransit Forward study, and remodel of the new maintenance training facility were posed by the board and answered by staff.

**7. Contracts, Disbursements and Grants****a. Contract: Utility Relocation for Midvalley Bus Rapid Transit Project (Dominion Energy Utah)**

Andrea Pullos, UTA Project Manager III, requested the board approve a contract with Dominion Energy in an amount not-to-exceed \$750,000 for relocation of utility equipment associated with the Midvalley Bus Rapid Transit project.

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: Public Way Lease Agreement for Midvalley Bus Rapid Transit Project (Salt Lake Community College)**

Andrea Pullos requested the board approve a public way lease agreement with Salt Lake Community College (SLCC) for portions of the bus corridor and a bus hub for the Midvalley Bus Rapid Transit project. The lease has a value of \$2.245 million for Federal Transit Administration reporting purposes, but no actual funds will be exchanged between UTA and SLCC. The contract has a 50-year term plus a 50-year automatic renewal clause.

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

**8. Budget and Other Approvals****a. UTA Policy - UTA.04.02 Additional Service Requests**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Russ Fox, UTA Director of Planning. Bourdeaux summarized the policy, which complies with the Federal Transit Administration (FTA) guidelines for public transit charter service, and defines roles, responsibilities, and criteria for evaluating additional service requests from businesses, external organizations, and government and community agencies.

Discussion ensued. Questions on how UTA is working with longstanding partnerships to communicate potential impacts were posed by the board and answered by staff. Trustee Holbrook requested a future update on the agency's progress in communicating the policy requirements to partners.

J. Fox noted a minor typo in the policy that requires correction (i.e., "form" should be "forms").

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this policy be approved with the correction to change the word "form" to "forms" as discussed. The motion carried by a unanimous vote.

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

The meeting reconvened at 10:42 a.m.

## 9. Discussion Items

### a. Fare Revenue

Viola Miller was joined by Monica (Morton) Howe, UTA Fares Director. Howe reviewed UTA's fare revenue program by fare revenue source type, historical shifts in fare media, tap and inspection behavior, trends in ridership and revenue, current challenges, and future outlook.

Discussion ensued. Questions on fare revenue trends, demographics for paper pass holders, potential for eliminating paper passes, tap behavior and related statistics, fare collection system and compliance considerations, and correlation between fare inspections and fare payment were posed by the board and answered by Howe. Trustee Acerson requested an update on the planned public education campaign on fare payment.

### b. Community Outreach and Events Update

Megan Waters, UTA Community Engagement Director, was joined by Cristobal Villegas, UTA Community Engagement Specialist. Villegas summarized community engagement efforts in 2023 and outlined anticipated efforts in 2024. In 2023, the team participated in resource fairs and other events, established a community engagement internship program, expanded outreach to community-based organizations, and facilitated public engagement campaigns for a variety of initiatives. In 2024, the team plans to establish a community-based organization partnership platform with associated agreements, develop an engagement plan with community-based organizations, create a visual asset map of events along the Wasatch Front, form an agency-wide event steering committee, and continue outreach activities.

Discussion ensued. A question on the option to adjust the five-day pass to better meet rider needs was posed by the board and answered by staff. Chair Christensen requested an update on the shared outreach plan, and the trustees expressed interest in increasing their participation in outreach activities.

### c. Constituent and Customer Service - 2023 Annual Report

Cindy Medford, UTA Manager of Customer Service, reported on customer service statistics, including service alerts, reconnections provided, and customer comments by source, category, and type.

Discussion ensued. Questions on the service ambassador program and customer service software implementation status were posed by the board and answered by Medford.

**10. Closed Session****a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 11:40 a.m.

**11. 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 meeting reconvened in open session at 11:52 a.m.

**12. Resolutions****a. R2024-01-01- Resolution Authorizing Execution of a Collective Bargaining Agreement with International Brotherhood of Teamsters Local Union No. 222**

Kim Shanklin, UTA Chief People Officer, provided background on the bargaining process and summarized the major terms of the collective bargaining agreement with the Teamsters Local Union No. 222. She highlighted adjustments to UTA's organizational structure and spoke about base wage rates, future raises, time off provisions, health care benefits, and retirement provisions in the agreement.

Shanklin noted a \$2,684,155 total estimated impact to the five-year financial plan (2024-2028). She said \$688,301 of the total cost is included in the five-year financial plan and the remaining \$1,995,854 will be absorbed within projected fund balances without significant fiscal impact.

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

**13. Other Business**

a. Next Meeting: Wednesday, January 24th, 2023 at 1:00 p.m.

**14. Adjourn**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:07 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have

taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/883727.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/276?view\\_id=1&redirect=true&h=d3ff3de36700a658dbd5e118383db7db](https://rideuta.granicus.com/player/clip/276?view_id=1&redirect=true&h=d3ff3de36700a658dbd5e118383db7db).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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**Legislative Update and Potential Action on Proposed Legislation**

**AGENDA ITEM TYPE:**  
Report

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

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

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

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**ATTACHMENTS:**  
None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 1/24/2024**

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

**TITLE:**

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**Executive Director Report**

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

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest including (additional presenters in parentheses):

- Warm Springs Stormwater - (Dave Hancock, Patti Garver)
- UTA Executive Director Award - Finance Budget Team - (Viola Miller)
- UTA Commendation - UTA Police (Chief Dalan Taylor, Cheryl Beveridge)
- UTA Commendation - Overnight Rail Operators (Cheryl Beveridge, Jaron Robertson)



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Viola Miller, Chief Financial Officer  
Brad Armstrong, Director, Budget & Financial Strategy  
Dan Hofer, Director, Capital Assets & Project Controls  
Greg Andrews, Senior Capital Budget Analyst

**TITLE:**

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**Financial Report - November 2023**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**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 November 2023 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 November 2023 Monthly Financial Statements.

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**DISCUSSION:**

At the January 24 meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

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**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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**ATTACHMENTS:**

- November 2023 Board Dashboard
- November 2023 Variance Memo
- November 2023 Monthly Financial Statements

# Utah Transit Authority

## Board Dashboard: November 30, 2023

<b>Financial Metrics</b>	Nov Actual	Nov Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Oct '23 mm \$)	\$ 37.0	\$ 36.6	\$ 0.44	● 1.2%	\$ 394.6	\$ 387.8	\$ 6.87	● 1.8%
Fare Revenue (mm)	\$ 2.8	\$ 3.0	\$ (0.22)	● -7.2%	\$ 32.7	\$ 32.7	\$ (0.01)	● 0.0%
Operating Exp (mm)*	\$ 36.5	\$ 33.2	\$ (3.36)	● -10.1%	\$ 351.5	\$ 372.5	\$ 21.00	● 5.6%
Subsidy Per Rider (SPR)*	\$ 11.09	\$ 11.18	\$ 0.09	● 0.8%	\$ 9.89	\$ 11.18	\$ 1.29	● 11.5%
UTA Diesel Price (\$/gal)	\$ 3.15	\$ 3.90	\$ 0.75	● 19.3%	\$ 3.20	\$ 3.90	\$ 0.70	● 17.9%
<b>Operating Metrics</b>	Nov Actual	Nov Budget	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	3.04	2.63	0.4	● 15.4%	32.24	30.32	1.9	● 6.3%
<b>Energy Cost by Type (November YTD Monthly Average)</b>								
	<b>Diesel Bus</b> (Cost per Mile)				\$ 0.65			
	<b>Diesel CR</b> (Cost per Mile)				\$ 5.70			
	<b>Unleaded Gas</b> (Cost per Mile)				\$ 0.44			
	<b>CNG</b> (Cost per Mile)				\$ 0.37			
	<b>Bus Propulsion Power</b> (Cost per Mile)				\$ 0.69			
	<b>TRAX Propulsion Power</b> (Cost per Mile)				\$ 0.91			

"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

\*Amended 2023 Budget

SUBJECT: November Variance Analysis

DATE: Jan 24, 2023

FROM: CFO – Viola Miller

TO: Executive Director – Jay Fox

**Highlights**

November 2023 ridership was over forecast by 15.4% and exceeded November 2022 by 15.4%. 2023 YTD UTA ridership exceeds forecast by 6.3% and the same period in 2022 by 11.1%.

November revenue was \$5.8M under budget due to minimal Federal Operating revenue being received; YTD revenue exceeds budget by \$14.0M. Operating expenses were over budget by \$3.4M / 10.1% in November. YTD operating expenses are \$21.0M / 5.6% under budget.

Actual accrued November 2023 Sales Tax revenue was \$42.8M which is \$0.4M / 0.9% below budget. YTD 2023 accrued Sales Tax revenue is \$437.9M which exceeds budget by \$6.9M / 1.6%. 2023 November YTD Sales Tax revenue is \$0.2M / 0.5% lower than the same period in 2022. *Note: UTA Sales Tax revenues are reported by the state with a one-to-two-month lag with current month numbers reflecting an accrued estimate.*

Diesel fuel cost per gallon in November 2023 was \$0.75 / 19.3% below budget. November 2023 diesel fuel cost/gal averaged \$3.15 vs. November 2022 average price of \$4.84. 2023 YTD diesel average price/gal is \$3.20 compared to budget diesel price of \$3.90.

**2023 ANALYSIS**

*(Comparison of YTD 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)*

**UTA System Ridership  
YTD November 2023**

YTD	Nov 2023 Actual	Nov 2023 Forecast	Nov 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
<b>Bus</b>	16,552,983	14,944,127	14,487,852	2,065,131	1,608,856	14.3%	10.8%
<b>Salt Lake</b>	10,093,219	8,808,600	8,982,114	1,111,106	1,284,619	12.4%	14.6%
<b>Ogden</b>	2,926,590	2,934,949	2,427,753	498,837	(8,359)	20.5%	-0.3%
<b>Timp</b>	3,533,173	3,200,577	3,077,985	455,189	332,596	14.8%	10.4%
<b>Light Rail</b>	10,086,757	10,357,354	9,974,414	112,343	(270,597)	1.1%	-2.6%
<b>FrontRunner</b>	3,452,483	3,240,932	2,975,548	476,935	211,551	16.0%	6.5%
<b>Microtransit<sup>1</sup></b>	374,903	421,104	214,331	160,572	(46,201)	74.9%	-11.0%
<b>Paratransit</b>	814,789	733,031	728,200	86,590	81,759	11.9%	11.2%
<b>Van Pool</b>	956,821	624,648	644,509	312,312	332,173	48.5%	53.2%
<b>Total Ridership</b>	32,238,736	30,321,196	29,024,853	3,213,883	1,917,541	11.1%	6.3%

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

## Systemwide

Systemwide, total ridership in November 2023 YTD was 32.2M which exceeded the YTD ridership forecast of 30.3M by 1.9M / 6.3%. This amounted to 3.2M / 11.1% more trips than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 3.5M passengers in November 2023 YTD compared to a ridership forecast of 3.2M which resulted in exceeding forecast by 6.5%. This YTD amount is 16.0% higher than ridership of 3.0M in the same period in 2022.<sup>1</sup>

TRAX ridership YTD in November 2023 was 2.6% below the 2023 forecast with 270.6K fewer riders than projected. During November, the 2023 YTD ridership in TRAX outpaced November YTD 2022 ridership by 1.1%.

Bus ridership in November 2023 YTD was 16.6M compared to a forecast of 14.9M, so ridership exceeded forecast by 10.8%. November 2023 YTD ridership exceeded 2022 totals by 1.7M / 14.3%.

Paratransit/Flex November YTD 2023 ridership exceeded 2023 forecast of 733.0K by 11.2%, with UTA providing 814.8K trips. This is 11.9% higher than 2022 ridership of 728.2K.

Micro Transit November 2023 YTD ridership was under forecast by 46.2K / 11.0%. Micro Transit started south Davis County and Tooele County service in August of 2022, so YTD November 2022 values are not comparable.

Van Pool ridership in November 2023 YTD was 956.8K versus a forecast of 624.6K, which is 53.2% above forecast. 2023 ridership is 48.5% higher than in 2022.

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<sup>1</sup> Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

# Operating Financial Results

## November 2023



MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	A Budget	Variance			Actual	A Budget	Variance		
\$ 43.0	\$ 42.8	\$ 43.2	\$ (0.4)	-0.9%	<b>Revenue</b>	\$ 429.2	437.9	\$ 431.0	\$ 6.9	1.6%
2.7	2.8	3.0	(0.2)	-7.2%	Sales Tax (Nov accrual)	31.2	32.7	32.7	(0.0)	0.0%
-	0.0	6.9	(6.9)	-99.7%	Fares	217.4	59.5	78.0	(18.5)	-23.7%
3.4	3.5	1.8	1.7	96.4%	Federal	22.2	45.0	19.4	25.5	131.3%
					Other *					
<b>\$ 49.2</b>	<b>\$ 49.1</b>	<b>\$ 54.9</b>	<b>\$ (5.8)</b>	<b>-10.6%</b>	<b>TOTAL REVENUE</b>	<b>\$ 700.0</b>	<b>\$ 575.1</b>	<b>\$ 561.1</b>	<b>\$ 14.0</b>	<b>2.5%</b>
\$ 13.6	\$ 16.8	\$ 15.3	\$ (1.5)	-9.7%	<b>Expense</b>	\$ 141.0	\$ 161.4	\$ 167.5	\$ 6.1	3.7%
1.1	1.3	0.9	(0.4)	-42.2%	Salary/Wages	12.7	\$ 13.5	9.9	\$ (3.6)	-36.1%
6.8	8.2	8.2	(0.0)	-0.3%	Overtime	74.8	84.1	89.7	5.5	6.2%
4.2	4.0	3.0	(1.0)	-31.8%	Fringe Benefits	28.7	34.2	36.7	2.5	6.9%
2.2	2.0	2.0	(0.0)	-0.5%	Services	15.9	21.8	21.4	(0.4)	-1.7%
3.4	3.1	2.9	(0.2)	-8.4%	Parts	30.4	27.8	32.5	4.8	14.7%
0.5	0.5	0.5	0.0	1.0%	Fuel	4.9	6.8	5.7	(1.1)	-20.3%
2.4	1.3	1.4	0.0	3.1%	Utilities	13.3	12.7	19.9	7.1	36.0%
(0.4)	(0.7)	(1.0)	0.3	-30.1%	Other	(5.5)	(10.8)	(10.9)	0.1	-0.5%
					Capitalized Cost					
<b>\$ 33.8</b>	<b>\$ 36.5</b>	<b>\$ 33.2</b>	<b>\$ (3.4)</b>	<b>-10.1%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 316.2</b>	<b>\$ 351.5</b>	<b>\$ 372.5</b>	<b>\$ 21.0</b>	<b>5.6%</b>
7.3	6.3	6.8	0.5		Debt Service	75.6	73.4	72.4	(1.0)	-1.4%
<b>\$ 8.1</b>	<b>\$ 6.3</b>	<b>\$ 15.0</b>	<b>\$ (8.6)</b>	<b>-57.8%</b>	Contrib. Capital/Reserves	<b>\$ 308.3</b>	<b>\$ 150.2</b>	<b>\$ 116.3</b>	<b>\$ 33.9</b>	<b>29.2%</b>

\*Does not include Sale of Assets or other Non-Cash items Favorable/(Unfavorable)

\*Does not include Sale of Assets (\$5.04M) Favorable/(Unfavorable) or Non-Cash items (\$20.3M)

### Revenue

#### Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a one to two-month delay. The results shown above (from November financial statements) reflect accrued sales tax revenues through November 2023.

As shown above, 2023 YTD sales tax revenues (including accruals for November in the financial statements) were \$437.9M, \$6.9M / 1.6% above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area have dropped from double-digit growth rates that we have seen in prior periods.

#### Fare Revenue

Passenger revenue was nearly right at the budgeted amount in November YTD, with both budgeted and actual revenue coming in at \$32.7M. A specific contribution to the YTD actual revenue can be attributed to the recognition of revenue from a sunset provision for a discontinued pass program.

#### Federal Operating Revenue

Federal operating revenues have reconvened after delays related to labor issues impacting the award of Federal grants. \$18.3K (does not show on table due to rounding) was received in the

month of November compared to a budget of \$6.9M. The large variance was due to the timing of the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until the system reopens. These funds are passed-through UTA and disbursed to the qualified agencies and communities in our service area. YTD, the total Federal Operating Revenue total is \$59.5M.

#### Other Revenue

Other revenue sources were \$25.5M / 131.3% above budget YTD. Actual investment revenue, and higher rates of return on investments are causes of the variance.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns on a cash basis to exceed budgeted targets for 2023.

#### **Expenditures**

Operating expenses YTD through November were under budget by \$21.0M / 5.6%. The explanation of the variance is detailed below along with adjusted expectations when accounting for delays.

#### Salary and Wages

YTD salary and wages were \$6.1M / 3.7% under budget. Overtime was included in this total previously which made the total closer to budget, overtime is now broken out separately. Though the month of November was high due to timing of budget and actuals, this YTD amount is consistent to the variance we have seen throughout 2023.

#### Overtime

Overtime was \$3.6M / 36.1% over budget YTD, relative to an overtime budget of \$9.9M YTD.

YTD operator overtime was \$2.3M / 34.3% over budget. Salt Lake Bus was over budget by \$1.7M, Ogden by \$340.4K, Riverside by \$90.7K, Light Rail by \$107.3K, Commuter Rail by \$35.9K and Timpanogos by \$44.4K with smaller differences elsewhere. Regular wages YTD for Operators were \$4.4M under budget. This situation is primarily a function of business units use of overtime to compensate for operator shortages. There were minimal impacts from higher overtime rates paid during NBA All Star Weekend.

Non-operator (primarily Bargaining maintenance) YTD overtime was \$1.3M / 39.7% over budget. Asset Management overtime was over budget by \$551.5K / 101.1% with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category. Regular wages were \$1.5M under budget in Asset Management. Regular wages for all non-operators were \$5.5M under budget YTD. Also contributing to overtime was Salt Lake Bus maintenance at \$149.4K / 29.9% above budget, Commuter Rail Maintenance at \$121.4K / 82.8% above budget, Public Safety at \$98.8K / 79.9% above budget and Ogden Maintenance at \$139.2K / 233.6% above budget.

### Fringe

YTD fringe benefit expenses were under budget by \$5.5M / 6.2% primarily due to the impact of vacancies discussed above.

### Vacancies

UTA's vacancy rate is 2.9% YTD at the end of November versus a vacancy rate of 8.2% at the end of December 2022. Administrative has a 5.3% vacancy rate and Bargaining Unit has a 1.6% vacancy rate. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

### Non-Labor Summary

YTD non-labor categories (all except Labor and Fringe) were favorable \$18.5M to budget primarily due to positive variances of \$2.5M in Services, \$4.8M in Fuel, and \$7.2M in Other. There were negative offsets of \$1.1M in Utilities and \$0.4M in Parts.

### Services

Services were favorable by \$2.5M / 6.9% due to:

- Legal under budget by \$334.2K / 18.2%. Funds actually spent on outside counsel have been minimal.
- IT under budget by \$1.1M / 16.1%. Budget timing is the primary reason for variance in contract services. IT produces its best estimate of when contracts will be due. IT is confident the majority of the \$875.4K in Contract Services variance will be used by year end. The \$96.6K of variance in Application Development stems from a pause of a development project due to issues with 3<sup>rd</sup> party contracts. This full variance amount will not be spent by year end, but IT is ensuring the services from 3<sup>rd</sup> parties are worth the budgeted contract amounts. Information Security is \$91.7K under budget due to bids being submitted and procurement still taking place on project. IT estimates 50% of variance will be spent by year end.
- Micro Transit under budget by \$905.1K / 11.9%. Principally due to an invoice timing, invoices and payments lag a month or two.
- Planning under budget by \$265.9K / 16.6%. 50339 Services Prof & Tech is responsible for nearly the full variance in Planning which is largely due to invoice timing. Planning still plans on using the majority of budget. Will likely not spend full \$325.0K budgeted amount for "UTA On Board Survey" due to delay in the bidding process.
- Balance of items spread across other groups in organization.

### Parts

November YTD parts were over budget by \$359.1K / 1.7% on a \$21.4M budget. The largest contributing department was Commuter Rail Maintenance at \$741.1K / 24.5% over budget. Commuter Rail has been replacing higher cost components at a rate much higher than experience would have indicated. Commuter Rail replaced 14 traction motors in Q1 and an additional five in Q2. In addition, three battery tray sets were replaced, a turbocharger was replaced, and three brand new rail car axles. These were all unexpected failures for high-cost parts.

In addition, we have underperformed YTD on warranty recoveries by \$934.4K. Warranty recoveries are received when maintenance groups return a part that is within the warranty period. These credits offset parts expense. We have budgeted to receive \$1.5M through November YTD and we have only collected \$553.3K. The variance is being driven by shortfalls totaling \$1.0M in 4300 JR Maintenance. The appropriate amount to budget for warranty recovery in 2024 has been reassessed.

#### Fuel and Power

November YTD fuel and power expenses were \$4.80M / 14.7% under budget; the bulk of which consisted of diesel fuel coming in \$4.2M / 20.3% under budget. YTD, UTA has purchased 186.3K fewer gallons of diesel fuel than budgeted. Those gallons multiplied by the \$3.90/gallon budgeted amount results in a savings (volume variance) of \$726.5K. The remaining \$3.5M is due to price variance and timing of expense payment. Volume variance makes up 17.3% of total variance and price variance produces the other 82.7%. Fuel bills of lading not being turned in promptly have been a recurring problem throughout the year. As a result, expenses that should have been accrued are being missed. This issue was addressed in the monthly meeting between Accounting, Finance, and Analysts – Maintenance departments were reminded to submit the fuel bills of lading promptly.

CNG fuel was \$99.0K / 20.0% over budget YTD. CNG fuel over budget amount is directly related to a spike in natural gas prices in January and February, though the YTD total is approaching budgeted amounts more each month.

Propulsion power for light rail was \$427.1K / 6.9% under budget YTD. Variance has fluctuated highly throughout 2023: February was \$395.8K over budget and Q2 was \$634.6K under budget. Q3 was only .5% under budget.

#### Other

YTD Other expenses were under budget by \$7.1M / 35.9%. Insurance related expense was \$1.8M under budget. Training, travel, and employee awards were under budget \$1.1M. Other Miscellaneous and contingency expenses were under budget \$4.6M / 93.7%. This amount is primarily comprised of Operations contingency that is \$3.4M under budget. The balance of the variance is spread in smaller values among multiple categories across the organization.

#### Utilities

November YTD Utility expenses were \$1.1M / 20.3% higher than budget. Primary cause of this variance is directly related to January and February's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355% in one month; since then, prices have declined. The Facilities group has also experienced additional Utility charges related directly to the extraordinary winter weather through March. For natural gas facility needs, we have recently changed providers and now purchase fuel directly from Dominion Energy.

Capitalized Cost

YTD Capitalized Cost was under budget by \$57.6K / 0.5%, this is primarily associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller’s office and Operations.

**NOVEMBER 2023 RESULTS**

*(Comparison of November 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)*

**UTA System Ridership  
November 2023**

MTD	Nov 2023	Nov 2023	Nov 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
<b>Bus</b>	1,593,957	1,234,425	1,345,387	248,570	359,532	18.5%	29.1%
<b>Salt Lake</b>	931,003	761,237	815,708	115,295	169,766	14.1%	22.3%
<b>Ogden</b>	302,916	165,357	219,286	83,630	137,559	38.1%	83.2%
<b>Timp</b>	360,038	307,831	310,393	49,645	52,207	16.0%	17.0%
<b>Light Rail</b>	919,961	940,929	853,390	66,571	(20,968)	7.8%	-2.2%
<b>FrontRunner</b>	328,611	297,851	278,521	50,090	30,760	18.0%	10.3%
<b>Microtransit <sup>1</sup></b>	38,820	38,229	32,281	6,539	591	20.3%	1.5%
<b>Paratransit</b>	78,116	73,520	66,485	11,631	4,596	17.5%	6.3%
<b>Van Pool</b>	79,075	47,312	56,599	22,476	31,763	39.7%	67.1%
<b>Total Ridership</b>	<b>3,038,540</b>	<b>2,632,265</b>	<b>2,632,663</b>	<b>405,877</b>	<b>406,275</b>	<b>15.4%</b>	<b>15.4%</b>

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

November’s total ridership was 3.0M, which was 406.3K / 15.4% above forecast. This amount exceeded November 2022 totals by 405.9K / 15.4% riders.

Frontrunner carried 328.6K passengers in November which was 30.8K / 10.3% higher than the forecast of 297.9K. This figure is 18.0% higher than 2022 ridership of 278.5K.<sup>2</sup>

TRAX ridership in November was 2.2% lower than the November forecast of 940.9K riders. This is 7.8% greater than November 2022 ridership of 853.4K riders.

Bus ridership in November was 359.5K / 29.1% higher than the forecast of 1.2M and 18.5% higher than 2022 ridership of 1.3M.<sup>3</sup>


Paratransit/Flex ridership in November came in higher than forecast by 4.6K / 6.3%. This total was 11.6K / 17.5% greater than the same period in 2022.

<sup>2</sup> Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

<sup>3</sup> November 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

Micro Transit ridership in November was above forecast by 591 / 1.5%. Micro Transit started South Davis and Tooele County service in August of 2022.

Vanpool ridership of 79.1K in November exceeded the 47.3K forecast by 67.1%.

		<b>OPERATING FINANCIALS</b>				November 2023					
		<b>MONTHLY RESULTS</b>				<b>FISCAL YEAR 2023</b>	<b>YEAR-TO-DATE RESULTS</b>				
		Current Year			Dollars in Millions	Current Year					
Prior Year Actual	Actual	A Budget	Variance		Prior Year Actual	Actual	A Budget	Variance			
\$ 43.0	\$ 42.8	\$ 43.2	\$ (0.4)	-0.9%	<b>Revenue</b>	\$ 429.2	437.9	\$ 431.0	\$ 6.9	1.6%	
2.7	2.8	3.0	(0.2)	-7.2%	Sales Tax (Nov accrual)						
-	0.0	6.9	(6.9)	-99.7%	Fares	31.2	32.7	32.7	(0.0)	0.0%	
3.4	3.5	1.8	1.7	96.4%	Federal	217.4	59.5	78.0	(18.5)	-23.7%	
					Other *	22.2	45.0	19.4	25.5	131.3%	
<b>\$ 49.2</b>	<b>\$ 49.1</b>	<b>\$ 54.9</b>	<b>\$ (5.8)</b>	<b>-10.6%</b>	<b>TOTAL REVENUE</b>	<b>\$ 700.0</b>	<b>\$ 575.1</b>	<b>\$ 561.1</b>	<b>\$ 14.0</b>	<b>2.5%</b>	
\$ 13.6	\$ 16.8	\$ 15.3	\$ (1.5)	-9.7%	<b>Expense</b>	\$ 141.0	\$ 161.4	\$ 167.5	\$ 6.1	3.7%	
1.1	1.3	0.9	(0.4)	-42.2%	Salary/Wages	12.7	\$ 13.5	9.9	\$ (3.6)	-36.1%	
6.8	8.2	8.2	(0.0)	-0.3%	Overtime	74.8	84.1	89.7	5.5	6.2%	
4.2	4.0	3.0	(1.0)	-31.8%	Fringe Benefits	28.7	34.2	36.7	2.5	6.9%	
2.2	2.0	2.0	(0.0)	-0.5%	Services	15.9	21.8	21.4	(0.4)	-1.7%	
3.4	3.1	2.9	(0.2)	-8.4%	Parts	30.4	27.8	32.5	4.8	14.7%	
0.5	0.5	0.5	0.0	1.0%	Fuel	4.9	6.8	5.7	(1.1)	-20.3%	
2.4	1.3	1.4	0.0	3.1%	Utilities	13.3	12.7	19.9	7.1	36.0%	
(0.4)	(0.7)	(1.0)	0.3	-30.1%	Other	(5.5)	(10.8)	(10.9)	0.1	-0.5%	
<b>\$ 33.8</b>	<b>\$ 36.5</b>	<b>\$ 33.2</b>	<b>\$ (3.4)</b>	<b>-10.1%</b>	Capitalized Cost						
7.3	6.3	6.8	0.5		<b>TOTAL EXPENSE</b>	<b>\$ 316.2</b>	<b>\$ 351.5</b>	<b>\$ 372.5</b>	<b>\$ 21.0</b>	<b>5.6%</b>	
					Debt Service	75.6	73.4	72.4	(1.0)	-1.4%	
<b>\$ 8.1</b>	<b>\$ 6.3</b>	<b>\$ 15.0</b>	<b>\$ (8.6)</b>	<b>-57.8%</b>	Contrib. Capital/Reserves	<b>\$ 308.3</b>	<b>\$ 150.2</b>	<b>\$ 116.3</b>	<b>\$ 33.9</b>	<b>29.2%</b>	

*\*Does not include Sale of Assets or other Non-Cash items* Favorable/(Unfavorable) *\*Does not include Sale of Assets (\$5.04M) or Non-Cash items (\$20.3M)* Favorable/(Unfavorable)

## Revenue

For the month of November, accrued sales tax revenues were \$42.8M, which was \$0.4M / 0.9% below budget.

Fares revenue, which includes all forms of payment by transit riders, was \$218.2K / 7.2% below budget. November 2023 Fares revenue is \$0.1M higher than the same period last year. Revenue totals between November and the prior month were within 0.9% of one another. ECO partner revenue, including pay per trip contracts, are not increasing as anticipated. New partners have not been added and the number of pass holders not tapping has negatively impacted the amount UTA can bill partners. Fares is also looking into an issue with accruals of Para Transit.

There were minimal (\$18.4K) Federal / Preventative Maintenance payments recorded for November compared to a budget of \$6.9M. The lack of payments was due to the Federal fiscal year end that shuts down TrAMS in mid-September, so any grant awaiting draw-down is stalled until the system is reopened. In the first half of 2023, the formula grants were pending due to grant processing delays and delays related to labor issues. As these grants are approved, UTA

will be able draw down an estimated \$55M in accrued eligible operational expenses dating back to 2022 and \$35M in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$1.7M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

## **Expenditures**

The November expense variance is \$3.4M / 10.1% over budget. Salaries / Wages were over budget by \$1.5M / 9.7% and Overtime was \$0.4M / 42.2% over budget. Fringe typically follows Salaries / Wages in terms of falling below or exceeding budget; Fringe came in right at budget with a variance of 0.3%.

Fuel was \$.2M / 8.4% over budget; the price per diesel gallon decreased by \$0.30/gal between November and the prior month. 439.1K gallons of diesel fuel was used compared to a budget of 458.5K.

Approaching year-end, many invoices are submitted and costs are reconciled to ensure expenses are applied against the 2023 budget. Similar procedures will likely take place in December.

*Comments on notable impacts to the variance are as follows:*

Salary: \$1.5M over budget due to multiple reasons. In the month of November, there were three paydays. The actual pay periods in a year (26) does not align with the 24 pay periods that are used while completing the budget. November happened to be a “true-up” month which brought wage related expenses closer to actual. October Salaries/Wages were \$1.6M under budget, they were \$1.5M over budget in November, this kept the YTD totals on track. Also, in November there were two holidays. For the first holiday worked in a 30-day period, time and a half is paid to operators that work. On the second holiday (within a 30-day period) worked by an operator, double time is paid. So, two holidays in the month of November also contributed to the high salary-related expenses. October had a higher budget in comparison to the number of payroll cycles that took place in the month; November showed the opposite effect as expected.

Overtime: November overtime budget was \$1.3M and actuals came in 42.2% over budget. UTA is filling more vacancies on a monthly basis, so the monthly overall overtime amounts are generally decreasing. Months with holidays result in overtime being paid to operators that work those days on top of completing their typical allotment of hours. As positions go unfilled and current employees work extra to fill in the holes, overtime increases. As headcount amounts stay under budget, Overtime will likely remain above budget. Timing of payrolls, as discussed previously, also impacted the overtime values.

Fringe: Right at budget, came in within 0.3% of budgeted November amount.

Parts: Right at budget, came in within 0.5% of budgeted November amount. Warranty recoveries still underperformed the budgeted monthly amount, but 50411: Lease of tires was high resulting in parts coming in at budget. Warranty Recoveries is an ongoing issue within Parts, there is a sizeable variance between budget and actual. This issue was discussed in the meeting with Accounting, Finance, and Analysts – tighter controls for this account are needed.

Fuel/Power: Over budget \$0.2M / 8.4%, driven by reconciling charges throughout the year. November had the 2<sup>nd</sup> highest fuel expense of the year, and it follows October which had the 2<sup>nd</sup> lowest fuel expense of the year. November is only the third month in 2023 YTD in which the fuel expense exceeded the budgeted amount.

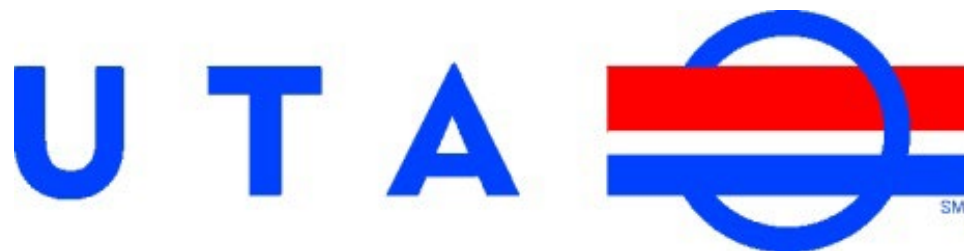
Other: Close to budget, came in within 3.1% of budgeted November amount.

# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

November 30, 2023



**KEY ITEM REPORT  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-1

	<b>2023 YTD ACTUAL</b>	<b>2023 YTD BUDGET</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>	<b>% FAVORABLE (UNFAVORABLE)</b>
1 Operating Revenue	\$ (35,060,665)	\$ (34,853,098)	\$ 207,567	1%
2 Operating Expenses	351,462,233	372,464,801	21,002,568	6%
3 <b>Net Operating Income (Loss)</b>	<b>(316,401,568)</b>	<b>(337,611,703)</b>	<b>21,210,135</b>	<b>6%</b>
4 Capital Revenue	(60,560,760)	(217,691,250)	(157,130,490)	-72%
5 Capital Expenses	173,571,502	280,550,000	106,978,498	38%
6 <b>Net Capital Income (Loss)</b>	<b>(113,010,742)</b>	<b>(62,858,750)</b>	<b>(50,151,992)</b>	<b>-80%</b>
7 Sales Tax	(437,876,407)	(430,975,990)	6,900,417	2%
8 Other Revenue	(122,453,841)	(87,441,003)	35,012,838	40%
9 Debt Service	73,434,557	66,356,744	(7,077,812)	-11%
10 Sale of Assets	5,044,582	-	(5,044,582)	
11 <b>Net Non-Operating Income (Loss)</b>	<b>481,851,110</b>	<b>452,060,249</b>	<b>29,790,862</b>	<b>7%</b>
12 <b>Contribution to Cash Balance</b>	<b>\$ 52,438,800</b>	<b>\$ 51,589,796</b>	<b>\$ 849,005</b>	<b>2%</b>
13 Amortization	23,670,344			
14 Depreciation	127,997,701			
15 <b>Total Non-cash Items</b>	<b>\$ 151,668,046</b>			

**STATISTICS**

**RIDERSHIP**

2022 Actual	November 2023	November 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	3,038,539	2,508,441	530,098	32,238,735	28,653,547	3,585,188

**OPERATING SUBSIDY PER RIDER -**

	<b>SPR</b>
17 Net Operating Expense	\$ 351,462,233
18 Less: Passenger Revenue	- (32,713,165)
19 Subtotal	318,749,068
20 Divided by: Ridership	÷ 32,238,735
21 Subsidy per Rider	<b>\$ 9.89</b>

**SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-2

**BALANCE SHEET**

	<u>11/30/2023</u>	<u>11/30/2022</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 17,819,714	\$ 35,472,910
2 Investments (Unrestricted)	506,366,965	535,898,586
3 Investments (Restricted)	139,051,546	123,416,372
4 Receivables	114,724,876	79,274,752
5 Receivables - Federal Grants	3,872,754	3,872,751
6 Inventories	43,443,394	36,619,011
7 Prepaid Expenses	1,601,717	1,878,119
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 826,880,965</u></b>	<b><u>\$ 816,432,501</u></b>
9 Property, Plant & Equipment (Net)	2,935,635,567	2,918,895,559
10 Other Assets	189,478,952	121,702,338
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,951,995,484</u></b>	<b><u>\$ 3,857,030,398</u></b>
12 Current Liabilities	57,203,447	106,403,725
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,324,548,889	2,356,450,830
16 Net Investment in Capital Assets	808,952,314	679,762,286
17 Restricted Net Position	120,929,557	94,647,452
18 Unrestricted Net Position	474,136,638	529,123,619
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,951,995,484</u></b>	<b><u>\$ 3,857,030,398</u></b>

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

<b>RESTRICTED RESERVES</b>		
20 2018 Bond Proceeds	32,041	\$ 4,025,914
21 2019 Bond Proceeds	685,861	22,755,943
22 Debt Service Interest Payable	77,173,628	69,628,148
23 Risk Contingency Fund	8,152,217	8,067,605
24 Catastrophic Risk Reserve Fund	1,130,848	1,106,321
25 Box Elder County ROW (sales tax)	3,278,330	2,597,730
26 Utah County 4th Qtr (sales tax)	15,499,048	7,105,230
27 Amounts held in escrow	33,084,513	8,129,481
<b>28 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 139,036,487</u></b>	<b><u>\$ 123,416,372</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	46,541,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
<b>33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 160,658,000</u></b>	<b><u>\$ 151,879,000</u></b>
<b>34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 299,694,487</u></b>	<b><u>\$ 275,295,372</u></b>

**SUMMARY FINANCIAL DATA  
(UNAUDITED)**

EXHIBIT 1-3

As of November 30, 2023

**REVENUE & EXPENSES**

	<b>ACTUAL Nov-23</b>	<b>ACTUAL Nov-22</b>	<b>YTD 2023</b>	<b>YTD 2022</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,825,474)	\$ (2,737,656)	\$ (32,713,165)	\$ (31,195,087)
2 Advertising Revenue	(387,000)	(193,500)	(2,347,500)	(2,020,500)
<b>3 TOTAL OPERATING REVENUE</b>	<b>\$ (3,212,474)</b>	<b>\$ (2,931,156)</b>	<b>\$ (35,060,665)</b>	<b>\$ (33,215,587)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 12,760,659	\$ 11,128,088	\$ 122,373,728	\$ 111,573,245
5 Commuter Rail	3,086,912	2,740,045	27,229,964	25,928,253
6 Light Rail	4,011,707	4,337,332	40,272,095	37,299,988
7 Maintenance of Way	1,832,505	1,604,311	18,703,172	17,039,631
8 Paratransit Service	2,574,404	2,092,415	25,367,896	22,972,423
9 RideShare/Van Pool Services	314,301	285,283	3,105,560	3,050,258
10 Microtransit	952,454	888,838	7,467,697	5,590,648
11 Operations Support	5,697,899	5,968,774	59,143,971	53,109,461
12 Administration	5,289,051	4,713,291	47,798,151	39,615,512
13 Non-Departmental		-	-	-
<b>14 TOTAL OPERATING EXPENSE</b>	<b>\$ 36,519,889</b>	<b>\$ 33,758,377</b>	<b>\$ 351,462,233</b>	<b>\$ 316,179,419</b>
<b>15 NET OPERATING (INCOME) LOSS</b>	<b>\$ 33,307,416</b>	<b>\$ 30,827,221</b>	<b>\$ 316,401,568</b>	<b>\$ 282,963,832</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	(2,982,616)	(1,348,025)	(51,325,446)	(6,935,897)
17 Sales Tax Revenue <sup>1</sup>	(42,807,602)	(43,007,351)	(437,876,407)	(429,237,086)
18 Other Revenue	(103,464)	(1,886,743)	(11,589,687)	(13,287,967)
19 Fed Operations/Preventative Maint. Revenue	(18,378)	-	(59,538,708)	(217,421,907)
20 Bond Interest	6,150,297	7,254,956	68,196,638	72,595,564
21 Bond Interest UTCT	148,357	72,181	1,631,928	1,596,547
22 Bond Cost of Issuance/Fees		-	911,288	73,244
23 Lease Interest		-	2,694,702	1,293,141
24 Sale of Assets	(94,311)	(231,312)	5,044,582	(2,668,351)
<b>25 TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (39,707,717)</b>	<b>\$ (39,146,294)</b>	<b>\$ (481,851,110)</b>	<b>\$ (593,992,712)</b>
<b>26 CONTRIBUTION TO RESERVES</b>	<b>\$ 6,400,301</b>	<b>\$ 8,319,073</b>	<b>\$ 165,449,542</b>	<b>\$ 311,028,880</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(334,645)	(355,797)	(3,741,577)	(3,920,380)
28 Bond Refunding Cost Amortization	1,242,598	1,192,102	26,668,583	13,115,642
29 Future Revenue Cost Amortization	67,576	67,576	743,338	743,338
30 Depreciation	12,393,671	12,379,017	127,997,701	131,389,531
<b>31 NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 13,369,200</b>	<b>\$ 13,282,898</b>	<b>\$ 151,668,046</b>	<b>\$ 141,328,131</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-4

**CURRENT MONTH**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Nov-23</b>	<b>Nov-23</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,825,474)	\$ (3,043,639)	\$ (218,165)	-7%
2 Advertising Revenue	(387,000)	(193,500)	193,500	100%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,212,474)</b>	<b>\$ (3,237,139)</b>	<b>\$ (24,665)</b>	<b>-1%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 12,760,659	11,484,295	\$ (1,276,364)	-11%
5 Commuter Rail	3,086,912	2,592,730	(494,182)	-19%
6 Light Rail	4,011,707	3,954,827	(56,880)	-1%
7 Maintenance of Way	1,832,505	1,832,325	(180)	0%
8 Paratransit Service	2,574,404	2,348,704	(225,700)	-10%
9 RideShare/Van Pool Services	314,301	334,552	20,251	6%
10 Microtransit	952,454	763,036	(189,418)	-25%
11 Operations Support	5,697,899	5,108,102	(589,797)	-12%
12 Administration	5,289,051	4,745,960	(543,091)	-11%
13 Non-Departmental	-	-	-	
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 36,519,889</b>	<b>\$ 33,164,531</b>	<b>\$ (3,355,358)</b>	<b>-10%</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 33,307,416</b>	<b>\$ 29,927,392</b>	<b>\$ (3,380,024)</b>	<b>-11%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (2,982,616)	\$ (605,000)	\$ 2,377,616	393%
17 Sales Tax Revenue	(42,807,602)	(43,214,043)	(406,441)	-1%
18 Other Revenue	(103,464)	(969,500)	(866,036)	-89%
19 Fed Operations/Preventative Maint. Revenue	(18,378)	(6,903,499)	(6,885,121)	-100%
20 Bond Interest	6,150,297	6,046,695	(103,602)	-2%
21 Bond Interest UTCT	148,357	148,215	(142)	0%
22 Bond Cost of Issuance/Fees	-	7,500	7,500	100%
23 Lease Interest	-	612,151	612,151	100%
24 Sale of Assets	(94,311)	-	94,311	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (39,707,717)</b>	<b>\$ (44,877,481)</b>	<b>\$ (5,169,764)</b>	<b>-12%</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 6,400,301</b>	<b>\$ 14,950,089</b>		

**BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-4A

**CURRENT MONTH**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Nov-23</b>	<b>Nov-23</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 300,142	\$ 267,274	\$ (32,868)	-12%
2 Executive Director	639,969	485,732	(154,237)	-32%
3 Chief Communication Officer	349,001	273,165	(75,836)	-28%
4 Chief Planning and Engagement Officer	1,690,287	1,447,221	(243,066)	-17%
5 Chief Finance Officer	1,556,580	1,435,527	(121,053)	-8%
6 Chief Operating Officer	27,664,568	25,522,222	(2,142,346)	-8%
7 Chief People Officer	1,181,055	922,778	(258,277)	-28%
8 Chief Development Officer	664,673	721,657	56,984	8%
9 Chief Enterprise Strategy Officer	2,473,614	2,088,955	(384,659)	-18%
10 Non-Departmental	-	-	-	-
<b>11 TOTAL OPERATING EXPENSE</b>	<b>\$ 36,519,889</b>	<b>\$ 33,164,531</b>	<b>\$ (3,355,358)</b>	<b>-10%</b>

**YEAR TO DATE**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Nov-23</b>	<b>Nov-23</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>				
12 Board of Trustees	\$ 2,883,742	\$ 2,900,253	\$ 16,511	1%
13 Executive Director	4,624,340	5,537,978	913,638	16%
14 Chief Communication Officer	3,716,617	3,688,319	(28,298)	-1%
15 Chief Planning and Engagement Officer	15,140,527	15,812,459	671,932	4%
16 Chief Finance Officer	14,767,819	16,024,187	1,256,368	8%
17 Chief Operating Officer	271,432,277	285,875,160	14,442,883	5%
18 Chief People Officer	12,706,856	11,438,209	(1,268,647)	-11%
19 Chief Development Officer	5,758,577	8,049,006	2,290,429	28%
20 Chief Enterprise Strategy Officer	20,431,477	22,639,230	2,207,753	10%
21 Non-Departmental	-	500,000	500,000	100%
<b>22 TOTAL OPERATING EXPENSE</b>	<b>\$ 351,462,232</b>	<b>\$ 372,464,801</b>	<b>\$ 21,002,569</b>	<b>6%</b>

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-5

**YEAR TO DATE**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Nov-23</b>	<b>Nov-23</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (32,713,165)	\$ (32,724,598)	\$ (11,433)	0%
2 Advertising Revenue	(2,347,500)	(2,128,500)	219,000	10%
<b>3 TOTAL OPERATING REVENUE</b>	<b><u>\$ (35,060,665)</u></b>	<b><u>\$ (34,853,098)</u></b>	<b><u>\$ 207,567</u></b>	<b>1%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 122,373,728	\$ 127,533,857	\$ 5,160,129	4%
5 Commuter Rail	27,229,964	28,501,717	1,271,753	4%
6 Light Rail	40,272,095	42,660,598	2,388,503	6%
7 Maintenance of Way	18,703,172	19,959,706	1,256,534	6%
8 Paratransit Service	25,367,896	25,895,981	528,085	2%
9 RideShare/Van Pool Services	3,105,560	3,680,080	574,520	16%
10 Microtransit	7,467,697	8,400,714	933,017	11%
11 Operations Support	59,143,971	57,547,624	(1,596,347)	-3%
12 Administration	47,798,151	57,784,524	9,986,373	17%
13 Non-Departmental	-	500,000	500,000	100%
<b>14 TOTAL OPERATING EXPENSE</b>	<b><u>\$ 351,462,233</u></b>	<b><u>\$ 372,464,801</u></b>	<b><u>\$ 21,002,568</u></b>	<b>6%</b>
<b>15 NET OPERATING (INCOME) LOSS</b>	<b><u>\$ 316,401,568</u></b>	<b><u>\$ 337,611,703</u></b>	<b><u>\$ 21,210,135</u></b>	<b>6%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (51,325,446)	\$ (6,650,000)	\$ 44,675,446	672%
17 Sales Tax Revenue	(437,876,407)	(430,975,990)	6,900,417	2%
18 Other Revenue	(11,589,687)	(10,664,500)	925,187	9%
19 Fed Operations/Preventative Maint. Revenue	(59,538,708)	(77,999,502)	(18,460,794)	-24%
20 Bond Interest	68,196,638	67,787,305	(409,333)	-1%
21 Bond Interest UTCT	1,631,928	1,631,785	(143)	0%
22 Bond Cost of Issuance/Fees	911,288	64,000	(847,288)	-1324%
23 Lease Interest	2,694,702	2,920,349	225,646	8%
24 Sale of Assets	5,044,582	-	(5,044,582)	
<b>25 TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b><u>\$ (481,851,110)</u></b>	<b><u>\$ (453,886,553)</u></b>	<b><u>\$ 27,964,558</u></b>	<b>6%</b>
<b>26 CONTRIBUTION TO RESERVES</b>	<b><u>\$ 165,449,542</u></b>	<b><u>\$ 116,274,850</u></b>		

**CAPITAL PROJECTS  
(UNAUDITED)  
As of November 30, 2023**

EXHIBIT 1-6

	<b>2023 ACTUAL</b>	<b>ANNUAL BUDGET</b>	<b>PERCENT</b>
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 53,854,457	\$ 18,881,000	285.2%
2 INFORMATION TECHNOLOGY	10,456,061	4,300,000	243.2%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	12,208,765	1,904,000	641.2%
4 CAPITAL PROJECTS	24,183,267	110,795,000	21.8%
5 STATE OF GOOD REPAIR	36,216,141	149,725,000	24.2%
6 DEPOT DISTRICT	8,667,834	12,001,000	72.2%
7 OGDEN/WEBER STATE BRT	17,193,141	25,785,000	66.7%
8 TIGER	10,791,836	13,269,000	81.3%
9 <b>TOTAL</b>	<b><u>\$ 173,571,502</u></b>	<b><u>\$ 336,660,000</u></b>	<b>51.6%</b>
<b>REVENUES</b>			
10 GRANT	\$ 44,652,247	\$ 131,502,000	34.0%
11 STATE CONTRIBUTION	32,994,495	11,070,000	298.1%
12 LEASES (PAID TO DATE)	-	41,851,000	0.0%
13 BONDS	-	62,847,500	0.0%
14 LOCAL PARTNERS	(17,085,982)	13,959,000	-122.4%
15 UTA FUNDING	113,010,742	75,430,500	149.8%
16 <b>TOTAL</b>	<b><u>\$ 173,571,502</u></b>	<b><u>\$ 336,660,000</u></b>	<b>51.6%</b>

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Nov-23	Nov-22	2023	2022
<b>UTA</b>				
Fully Allocated Costs	36,519,890	33,758,375	351,462,232	316,179,417
Passenger Farebox Revenue	2,825,474	2,737,656	32,713,164	31,615,006
Passengers	3,038,539	2,508,441	32,238,735	28,653,547
Farebox Recovery Ratio	7.7%	8.1%	9.3%	10.0%
Actual Subsidy per Rider	\$11.09	\$12.37	\$9.89	\$9.93
<b>BUS SERVICE</b>				
Fully Allocated Costs	18,126,250	16,376,437	174,714,557	157,062,737
Passenger Farebox Revenue	1,335,972	1,192,079	14,750,780	14,232,097
Passengers	1,593,957	1,235,685	16,552,986	14,307,343
Farebox Recovery Ratio	7.4%	7.3%	8.4%	9.1%
Actual Subsidy per Rider	\$10.53	\$12.29	\$9.66	\$9.98
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	9,371,835	9,389,899	92,359,291	83,234,185
Passenger Farebox Revenue	633,901	579,974	7,045,486	7,049,049
Passengers	919,960	853,390	10,086,756	9,826,953
Farebox Recovery Ratio	6.8%	6.2%	7.6%	8.5%
Actual Subsidy per Rider	\$9.50	\$10.32	\$8.46	\$7.75
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,554,187	4,119,957	42,362,329	38,881,352
Passenger Farebox Revenue	446,191	390,863	4,694,551	4,726,897
Passengers	328,611	254,973	3,452,483	2,908,695
Farebox Recovery Ratio	9.8%	9.5%	11.1%	12.2%
Actual Subsidy per Rider	\$12.50	\$14.63	\$10.91	\$11.74
<b>MICROTRANSIT</b>				
Fully Allocated Costs	1,040,719	974,157	8,325,038	6,298,345
Passenger Farebox Revenue	39,542	28,286	484,790	204,468
Passengers	38,820	32,440	374,903	211,944
Farebox Recovery Ratio	3.8%	2.9%	5.8%	3.2%
Actual Subsidy per Rider	\$25.79	\$29.16	\$20.91	\$28.75
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,756,849	2,284,216	27,125,893	24,672,081
Passenger Farebox Revenue	41,513	309,252	2,329,785	2,624,348
Passengers	78,116	62,575	814,593	718,286
Farebox Recovery Ratio	1.5%	13.5%	8.6%	10.6%
Actual Subsidy per Rider	\$34.76	\$31.56	\$30.44	\$30.69
<b>RIDESHARE</b>				
Fully Allocated Costs	670,048	613,709	6,575,123	6,030,716
Passenger Farebox Revenue	328,355	237,202	3,407,773	2,778,148
Passengers	79,075	69,377	957,015	680,326
Farebox Recovery Ratio	49.0%	38.7%	51.8%	46.1%
Actual Subsidy per Rider	\$4.32	\$5.43	\$3.31	\$4.78

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Nov-23	Nov-22	2023	2022
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$18,126,250	\$16,376,437	\$174,714,557	\$157,062,737
Light Rail Service	\$9,371,835	\$9,389,899	\$92,359,291	\$83,234,185
Commuter Rail Service	\$4,554,187	\$4,119,957	\$42,362,329	\$38,881,352
Microtransit	\$1,040,719	\$974,157	\$8,325,038	\$6,298,345
Paratransit	\$2,756,849	\$2,284,216	\$27,125,893	\$24,672,081
Rideshare	\$670,048	\$613,709	\$6,575,123	\$6,030,716
<b>UTA</b>	<b>\$36,519,889</b>	<b>\$33,758,375</b>	<b>\$351,462,232</b>	<b>\$316,179,417</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,335,972	\$1,192,079	\$14,750,780	\$14,232,097
Light Rail Service	\$633,901	\$579,974	\$7,045,486	\$7,049,049
Commuter Rail Service	\$446,191	\$390,863	\$4,694,551	\$4,726,897
Microtransit	\$39,542	\$28,286	\$484,790	\$204,468
Paratransit	\$41,513	\$309,252	\$2,329,785	\$2,624,348
Rideshare	\$328,355	\$237,202	\$3,407,773	\$2,778,148
<b>UTA</b>	<b>\$2,825,474</b>	<b>\$2,737,656</b>	<b>\$32,713,164</b>	<b>\$31,615,007</b>
<b>PASSENGERS</b>				
Bus Service	1,593,957	1,235,685	16,552,986	14,307,343
Light Rail Service	919,960	853,390	10,086,756	9,826,953
Commuter Rail Service	328,611	254,973	3,452,483	2,908,695
Microtransit	38,820	32,440	374,903	211,944
Paratransit	78,116	62,575	814,593	718,286
Rideshare	79,075	69,377	957,015	680,326
<b>UTA</b>	<b>3,038,539</b>	<b>2,508,441</b>	<b>32,238,735</b>	<b>28,653,547</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	7.4%	7.3%	8.4%	9.1%
Light Rail Service	6.8%	6.2%	7.6%	8.5%
Commuter Rail Service	9.8%	9.5%	11.1%	12.2%
Microtransit	3.8%	2.9%	5.8%	3.2%
Paratransit	1.5%	13.5%	8.6%	10.6%
Rideshare	49.0%	38.7%	51.8%	46.1%
<b>UTA</b>	<b>7.7%</b>	<b>8.1%</b>	<b>9.3%</b>	<b>10.0%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$10.53	\$12.29	\$9.66	\$9.98
Light Rail Service	\$9.50	\$10.32	\$8.46	\$7.75
Commuter Rail Service	\$12.50	\$14.63	\$10.91	\$11.74
Microtransit	\$25.79	\$29.16	\$20.91	\$28.75
Paratransit	\$34.76	\$31.56	\$30.44	\$30.69
Rideshare	\$4.32	\$5.43	\$3.31	\$4.78
<b>UTA</b>	<b>\$11.09</b>	<b>\$12.37</b>	<b>\$9.89</b>	<b>\$9.93</b>

**SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)**

EXHIBIT 1-9

As of November 30, 2023

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government <sup>1</sup>	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	77,810,724	35,673,897	\$ 42,136,827	-	-	-
3 Warranty Recovery	1,577,094	1,577,094	-	-	-	-
4 Build America Bond Subsidies	5,528,495	785,525	785,525	\$ 785,525	\$ 785,525	\$ 2,386,395
5 Product Sales and Development	2,257,994	540,723	7,522	42,485	12,066	1,655,198
6 Pass Sales	(50,107)	127,518	85	(1,063)	16,913	(193,560)
7 Property Management	90,253	33,521	4,594	350	2,200	49,588
8 Vanpool/Rideshare	135,580	96,822	22,840	13,546	-	2,372
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	18,595,749	3,637,849	12,344,186	-	-	2,613,714
12 Other	6,976,506	6,976,506	-	-	-	-
13 <b>Total</b>	<b>\$ 117,318,960</b>	<b>\$ 53,846,128</b>	<b>\$ 55,301,579</b>	<b>\$ 840,843</b>	<b>\$ 816,704</b>	<b>\$ 6,513,706</b>

**Percentage Due by Aging**

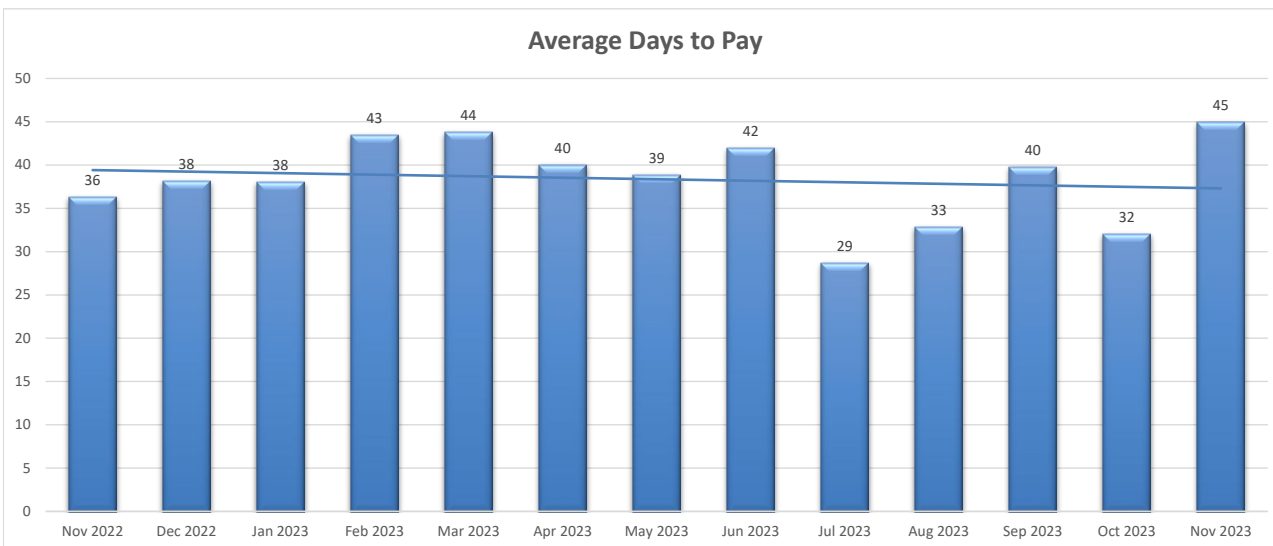
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	45.8%	54.2%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	14.2%	14.2%	14.2%	14.2%	43.2%
18 Product Sales and Development	23.9%	0.3%	1.9%	0.5%	73.3%
19 Pass Sales	-254.5%	-0.2%	2.1%	-33.8%	386.3%
20 Property Management	37.1%	5.1%	0.4%	2.4%	54.9%
21 Vanpool/Rideshare	71.4%	16.8%	10.0%	0.0%	1.7%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	19.6%	66.4%	0.0%	0.0%	14.1%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 <b>Total</b>		<b>45.9%</b>	<b>47.1%</b>	<b>0.7%</b>	<b>0.7%</b>

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023  
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
GL-42940-7384	10/31/2023	MacArthur, Heder, & Metler, PL	64434	11/1/2023	427,581.16
R2023-04-08	4/26/2023	CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/2/2023	1,163,689.29
20036510	10/20/2023	HARMON S INC	378700	11/2/2023	382,800.00
02-03384	5/4/2021	HNTB CORPORATION	378766	11/2/2023	799,671.53
21-03530BM	5/3/2022	PEHP	ZION-ACH	11/2/2023	580,520.24
19-03125	1/2/2020	RHINEHART OIL CO., INC.	378765	11/2/2023	204,097.40
02-13531	6/2/2022	SELECT HEALTH	ZION-ACH	11/2/2023	928,943.60
R2023-04-08	4/26/2023	UTA/ATU JOINT INSURANCE TRUST	378808	11/2/2023	227,021.72
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	11/2/2023	305,315.04
GL-46642-11549	11/7/2023	SIEGFRIED AND JENSEN	64471	11/8/2023	250,000.00
18-2741	8/23/2018	BIG-D CONSTRUCTION	897262	11/9/2023	783,468.39
UT18-2398TP	5/23/2018	GRANITE CONSTRUCTION COMPANY	897263	11/9/2023	1,035,681.68
17-2455JH	8/22/2018	MOTIVE POWER, INC	897260	11/9/2023	392,183.00
2103429	7/27/2021	MOTT MACDONALD LLC	378878	11/9/2023	354,612.81
19-03125	1/2/2020	RHINEHART OIL CO., INC.	897261	11/9/2023	676,937.79
R2023-04-08	4/26/2023	ROCKY MOUNTAIN POWER	378879	11/9/2023	422,498.67
R2023-04-08	4/26/2023	UTAH COUNTY GOVERNMENT	378964	11/9/2023	2,485,142.50
18-28513	7/6/2022	ALLIANT INSURANCE SERVICES	897362	11/16/2023	686,200.19
2203601CG	1/25/2023	BRASCO INTERNATIONAL, INC.	379109	11/16/2023	370,775.00
R2023-04-08	4/26/2023	CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/16/2023	1,168,672.68
UT CONTRACT#AR233	6/1/2014	CVE TECHNOLOGIES GROUP, INC.	897360	11/16/2023	262,949.81
16-1680PP	5/1/2016	GILLIG CORPORATION	897370	11/16/2023	4,527,662.00
19-03125	1/2/2020	RHINEHART OIL CO., INC.	897361	11/16/2023	453,886.63
R2023-04-08	4/26/2023	UTA/ATU JOINT INSURANCE TRUST	379148	11/16/2023	225,730.29
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	11/16/2023	330,824.65
16-1680PP	5/1/2016	GILLIG CORPORATION	897372	11/17/2023	9,621,281.75
22-03632BM	2/3/2023	AECOM TECHNICAL SERVICES	897442	11/22/2023	251,316.89
02-03378	8/23/2021	C3M POWER SYSTEMS LLC	897446	11/22/2023	1,005,299.50
18-2789TP	10/25/2018	CAREATC INC.	897443	11/22/2023	293,841.96
UT CONTRACT#AR233	6/1/2014	CVE TECHNOLOGIES GROUP, INC.	897444	11/22/2023	430,538.53
16-1680PP	5/1/2016	GILLIG CORPORATION	897447	11/22/2023	1,131,915.50
20-03382VW	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	897445	11/22/2023	954,767.37
21-03426	5/14/2021	SHI INTERNATIONAL CORP.	897441	11/22/2023	238,842.71
20-3399	9/7/2021	VIA TRANSPORTATION INC	379273	11/22/2023	234,046.62
R2023-04-08	4/26/2023	CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/30/2023	1,211,128.19
16939	10/26/2022	DAVEY COACH SALES	379314	11/30/2023	349,622.00
17149	11/8/2023	DELL FINANCIAL SERVICES	379315	11/30/2023	1,462,741.16
2003243	6/3/2020	MV PUBLIC TRANSPORTATION	897525	11/30/2023	300,764.28
19-03125	1/2/2020	RHINEHART OIL CO., INC.	897526	11/30/2023	363,714.89
20-03235	6/2/2020	SIEMENS MOBILITY INC.	897528	11/30/2023	450,975.00
20-03235	6/2/2020	SIEMENS MOBILITY INC.	897528	11/30/2023	234,044.00
20-03349VW	6/9/2021	STACY AND WITBECK, INC.	897529	11/30/2023	1,018,611.89
20-03349VW	6/9/2021	STACY AND WITBECK, INC.	897529	11/30/2023	248,384.23
800805	5/22/2022	TRAPEZE SOFTWARE GROUP, INC.	897527	11/30/2023	370,084.00
R2023-04-08	4/26/2023	UTA/ATU JOINT INSURANCE TRUST	379429	11/30/2023	225,028.85
R2023-04-08	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	WITHDRAWAL	11/30/2023	328,664.73
20-3399	9/7/2021	VIA TRANSPORTATION INC	379397	11/30/2023	316,494.83





# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize Executive Director to execute the contract and associated disbursements with RailPod, Inc. in the not to exceed amount of \$347,704.20 for the required measurements, and surveys of all UTA track conditions in years 2024, 2026 and 2028.

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**BACKGROUND:**

May 25, 2023, UTA released a request for procurement (RFP) for a Qualified Professional Service firm focused specifically on Track measurement and geometry services. Bids were received and evaluated, and RailPod, Inc. was selected as the winner based on overall scoring using the best-value format. The data collected during the tests will provide UTA valuable insight in determining the following:

- 1) Track Geometry
- 2) Track Strength
- 3) Rail Profile

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**DISCUSSION:**

UTA Staff is requesting approval of the contract with RailPod, Inc. in the amount of \$347,704.20. The scope of this request is to procure the required testing and data for the overall condition of UTA rails. These measurements and test will help UTA understand the condition of the system and help Asset Management create robust replacement plans. The contract amount has been determined to be within the scope of the contract scope Agreement. The pricing has been determined to be fair and reasonable based on both a UTA

Independent Cost Estimate and performance of a Price Analysis. Req 12910 is for years 2024 and 2026. Req 13063 is for year 2028.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	RailPod, Inc.
<b>Contract Number:</b>	23-03722VW
<b>Base Contract Effective Dates:</b>	January 24, 2024 - November 30, 2028
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	Not to Exceed \$347,704.20
<b>Procurement Method:</b>	RFP best value modification
<b>Budget Authority:</b>	2024-2028 Capital Plan

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**ALTERNATIVES:**

There are no alternatives. In order to safely operate UTA’s rail service, and meet FRA regulatory requirements, UTA must assess the condition of its track assets.

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**FISCAL IMPACT:**

Costs for this service are included in the 2024-2028 Capital Plan

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**ATTACHMENTS:**

- 1) Contract

## **PROFESSIONAL SERVICES AGREEMENT**

### **UTA CONTRACT #23-03722VW ROW Track Measurement Services**

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

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for ROW Track Measurement Services.  
WHEREAS, On May 25, 2023, UTA issued Request for Proposal Package Number 23-03722VW (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.  
WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.  
WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

#### **AGREEMENT**

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

#### **1. SERVICES TO BE PROVIDED**

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

#### **2. MANAGEMENT OF WORK**

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

### **3. PROGRESS OF WORK**

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

### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Five - year period expiring November 30, 2028. This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and

conditioned upon the provisions of this Contract.

## **5. COMPENSATION**

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

## **6. INCORPORATED DOCUMENTS**

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

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

**7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

**8. CHANGES**

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

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

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

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes

aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Contractor’s failure to provide timely written notice as provided above shall constitute a waiver of Contractor’s rights with respect to such claim.

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

## 9. INVOICING PROCEDURES

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

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

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

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

**11. USE OF SUBCONTRACTOR S**

- 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 subcontractor s, 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 subcontractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

**12. KEY PERSONNEL**

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

James Connolly

Brendan English

Leo Bazzoli

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

**13. SUSPENSION OF WORK**

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

by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

#### 14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

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

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

**CONTRACTOR'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor

shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

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

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

**16. FINDINGS CONFIDENTIAL**

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

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

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

**17. PUBLIC INFORMATION.**

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

**18. GENERAL INDEMNIFICATION**

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

**19. INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- |   |             |
|---|-------------|
| • General Aggregate                         | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |

- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
  - a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor "
  - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including

but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority's

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

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

## 20. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction.

If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

**21. INDEPENDENT CONTRACTOR**

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

**22. PROHIBITED INTEREST**

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

**23. CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Executive Director/Consultant's [THIRD LEVEL]	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration

and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

**24. GOVERNING LAW**

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

**25. ASSIGNMENT OF CONTRACT**

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

**26. NONWAIVER**

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

**27. NOTICES OR DEMANDS**

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

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

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

If to RailPod Inc.  
John Coulam, VP Sales  
371 Dorchester Ave.  
Boston, MA 02127

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided,

however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

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

**28. CONTRACT ADMINISTRATOR**

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

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

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

**30. COSTS AND ATTORNEYS' FEES**

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

**31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party,

and no third-party beneficiary is intended or created by the execution of this Contract.

**32. FORCE MAJEURE**

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

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

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

**34. TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates.

**35. SEVERABILITY**

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

**36. ENTIRE AGREEMENT**

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

**37. AMENDMENTS**

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

**38. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on

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

**39. SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

**RAILPOD INC.:**

By:  
Jay Fox  
Executive Director

Date:

DocuSigned by:  
*Brendan English*  
1D8C608F98EF41A...  
Brendan English  
Chief Executive Officer  
Fed ID# 30-0474144

Date: 11/6/2023

By: David Hancock  
Chief Capital Service Development Officer

Date:

Approved as to Content and Form

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

Date: 11/7/2023

Reviewed & Recommended

By: Jake Wouden,  
UTA Project Manager

Date:

## **Exhibit A**

### **SCOPE OF WORK**

John Coulam (VP Sales) will be the non-technical Project Lead. James Connolly (Chief Track Engineer), will be the direct Technical Support lead. Chester Bailey and Daniel Moss (or equivalently skilled operator) will be the on-site technicians operating the RailPod equipment.

Contractor is to conduct Right of Way (ROW) Track Geometry measurement and recording surveys for the FrontRunner commuter rail system and TRAX LRT system, including the S-Line Streetcar alignments. The services shall commence from the issue of Notice To Proceed (NTP) and shall continue for a period of five (5) years, starting with the first surveys in year 1, and subsequent surveys in year 3, and year 5 respectively. The primary objective of these surveys is to obtain the necessary data to develop an asset inventory system for UTA's ROW, which will help UTA plan maintenance, upgrades and renewals in accordance with its State of Good Repair policy.

Contractor is responsible for conducting surveys that accurately measure and record the geometry of the track systems, including all critical features such as superelevation, cross-level, alignment, and gauge. The data collected will be used to develop an inventory of ROW assets, which will include information such as track configuration, track geometry, track condition, and other relevant data.

In addition to the critical survey features stated above, UTA also has a preference to include special trackwork including switches, turnouts, and frogs, however, it is understood there are potential difficulties in obtaining the necessary data using on-board geometry measuring systems. Therefore, contractors are also requested to provide details of alternative means of providing survey data for special trackwork as a separate cost option for UTA's consideration. RailPod will identify location, quantity, and missing fasteners, as well as location, quantity, and condition of ties as requested. This provides a representation of track strength health, and can be utilized on special track work.

By obtaining this data, UTA will be able to plan and manage the maintenance and renewal of its rail assets, helping to ensure the safety, reliability, and efficiency of its transit systems more effectively.

### **PROJECT GOALS**

The project goals for this proposal are as follows:

1. To provide a hi-rail equipped track testing vehicle to measure track geometry, track strength, and rail profile.
2. To provide a geometry measurement system capable of providing an onboard display of and recording of track geometry data to include gauge, rail wear, curvature, cross-level, surface, alignment, twist, and warp.

3. To offer a Track Strength Assessment capable of detecting absent rail fasteners and quantifying tie condition for assessing the overall Track Strength.
4. To provide a rail profile measurement and recording system, including gauge face and head wear.
5. To provide a rail corrugation measurement and recording system.
6. To provide the appropriate employees to operate safely and supervise the vehicle and measuring and recording instrumentation.
7. To ensure that employees are trained and qualified on FRA Track Worker Safety.
8. To produce onboard standard track geometry strip charts and exception reports, and to communicate the data generated by the onboard electronic measurement system to UTA each day.
9. To ensure all necessary consumables, to include fuel, required for the operation of the equipment are provided.
10. To furnish a suitably safe work site to include flag protection and/or other precautions as may be required for the safety of personnel and equipment. Including a qualified Pilot.
11. To provide a testing program based on a five-day work week.
12. To organize the work, to include furnishing of additional personnel, equipment, and consumables as may be required by the railroad.
13. To provide security, work and/or other miscellaneous permits, and duties, licenses, bonds, union expenses, and similar expenses as required.
14. To limit the vehicles production mileage by available track time and speed of testing, and to adhere strictly to DOT Motor Vehicle Operating Hours regulations.
15. To furnish data regarding track geometry and Track Strength to UTA in both physical (hard copy) and digital (PDF) formats. Track geometry data to be available immediately after measurements, while Track Strength data must be delivered within three weeks after the inspection is completed.
16. Strip charts (track geometry plots) of rail profile data to include vertical wear, gauge face wear, percentage of head loss, and an inventory by rail section shall be provided to UTA.
17. The final determination of accuracy and completeness of all exceptions and data must be confirmed with UTA's trained field inspectors.

### **GENERAL PROJECT DESCRIPTION**

The scope requires contractor to provide and operate a specialized hi-rail track measuring and recording vehicle. This vehicle must possess the ability to measure and record track geometry, track strength, and rail profile. Its purpose is to ensure that the UTA track standards and related requirements are being adhered to, and to accurately document the current conditions of the track, including wear levels and misalignment.

The Contractor shall provide qualified employees to operate and supervise the vehicle and measuring instrumentation. Data on geometry and track strength shall be provided in both hard copy and electronic (.pdf, .csv and. Wpt) formats upon completion of measurement. Additionally, the Contractor shall include GPS marking capability for specialized track locations.

The hi-rail vehicle equipment shall be capable of operating throughout UTA's FrontRunner and TRAX LRT systems.

A testing program, based on a five-day workweek, for conducting these services from NTP over a period of five (5) years, commencing in year one (1), with further survey services to be carried in years three (3), and five (5) for each of the following systems:

- FrontRunner
  - TRAX LRT
  - S-Line Streetcar
  - Midvale Service Center light rail facility yard
  - Jordan River Service Center light rail facility yard
  - Warm Springs Service Center commuter rail facility yard
- a) The vehicle's production mileage shall be limited by available track time and testing speed and adhere strictly to DOT Motor Vehicle Operating Hours regulations.
  - b) Data on geometry and track strength shall be provided to UTA in both hard copy and electronic formats (.pdf, .csv and. wpt formats). Geometry shall be provided upon completion of measurements. Track strength shall be provided within 3 weeks of inspection completion. Strip charts of rail profile data, including vertical wear, gauge face wear, percentage of head loss, and an inventory by rail section, shall also be provided to UTA. The final determination of accuracy and completeness of all exceptions and data shall be confirmed with UTA's trained field inspectors.
  - c) The hi-rail vehicle equipment shall be capable of operation throughout UTA's FrontRunner system, and where possible the TRAX and S-Line Streetcar embedded street running track that shares right of way with motor vehicle traffic. For areas of embedded track that the hi-rail vehicle is unable to operate along the alignment to conduct the survey, the contractor shall provide details of alternative means of conducting the survey requirements.
  - d) The equipment shall meet the following criteria for each of the relevant UTA rail systems:

**FrontRunner:**

- Minimum design horizontal curvature
- Maximum vertical track grade of 3%
- Maximum superelevation
- Nominal Track gauge of 56.5" (1435mm) (-1/8"), (+1").
- Rail sections of 115-lb.
- Turnouts ranging from AREMA #4 to #12
- Restraining Rail/flange way clearance

**TRAX LRT:**

- Minimum design horizontal curvature of eighty feet (80') (25m) radius.
- Maximum track grade of 6%
- Maximum superelevation of 6" (152.4mm)
- Nominal Track gauge of 56.5" (1435mm) (-1/8"), (+1").
- Rail sections of 115-lb.
- Turnouts ranging from AREMA #4 to #12
- Restraining Rail/flange way clearance
- Embedded track rail/flange way clearance

#### **S-Line Streetcar:**

- Minimum design horizontal curvature of eighty feet (80') (25m) radius.
- Maximum track grade of 6%?
- Maximum superelevation of 6" (152.4mm)
- Nominal Track gauge of 56.5" (1435mm) (-1/8"), (+1").
- Rail sections of 115-lb.
- Turnouts ranging from AREMA #4 to #12
- Restraining Rail/flange way clearance
- Embedded track rail/flange way clearance

#### **SPECIAL REQUIREMENTS**

1. The hi-rail measurement equipment shall not infringe upon minimum clearances, and a minimum of [3"] clearance shall be maintained above the Top Of Rail (TOR) to provide clearance with track mounted equipment . The provider shall also include GPS marking capability for the following specialized track locations:
  - At-grade road crossings.
  - Switches (All switches must be traversed in both the straight and divergent direction).
  - Signal.
  - Stations.
  - Stops.
  - Begin/End Street Running.
  - Interlockings (beginning, middle, and end).
  - Pocket Tracks.
  - Yard tracks

Rail geometry shall be measured and stored at every [2]-foot (609.6mm) interval in both curves and tangents, with a precision of [0.1mm] and displayed in inches. All Measurements and identified exceptions shall be field locatable by a GPS / coordinate reporting accuracy within 6 feet.

2. For each exception, the following shall be recorded:
  - Location of exception peak (Engineering station and geo-coordinates)
  - Start location of exception (Engineering station and geo-coordinates)

- End location of exception (Engineering station and geo-coordinates)
- Length of exception
- Peak value
- Posted class
- Exception Level
- Tangent, Spiral, or Curve

A report shall be available in graph form that shows all eight (8) geometry measurements side by side for any given location.

### **OTHER GENERAL REQUIREMENTS**

- a) One supervisor and one operator shall be required to operate and maintain the vehicle and measuring instrumentation equipment.
- b) Contractor's employees shall be trained and qualified on FRA Track Worker Safety and contractor's operational requirements.
- c) Onboard production of standard strip charts and exception reports management and communication of the data generated by the onboard electronic measurement system shall be stored in .pdf, .csv and .wpt formats and emailed to customer each day and presented only to UTA's nominated point of contact for their analysis.
- d) All necessary consumables, including fuel, required for the operation of the contractor's equipment to be included in the cost proposal.
- e) The contractor shall provide onboard seating capacity and data monitoring access for any relevant UTA personnel, as required.
- f) The contractor shall provide an appropriate track testing services warranty for these services.
- g) Geometry measurement pricing is to be based on a minimum 8-hour day.
- h) The workday shall commence at a start time and location as previously determined by UTA's nominated representative and the contractor's crew. The workday shall end at the time and off-track location when work and reports have been completed, and when UTA's nominated representative releases the contractor's crew.

UTA will be responsible for providing the following provisions:

1. Testing program based on a five-day working week, as per the agreed schedule of prices.
2. Suitably safe work site to include flag protection and/or other relevant precautions as may be required for the safety of personnel and equipment. Including a qualified Pilot.
3. Should the contractor be required to communicate with a third party regarding the data produced, then UTA will provide the contractor with a written request.
4. Any required training specific to UTA shall be paid for by UTA.

5. Organization of the work, to include furnishing of additional personnel, equipment, and consumables as may be required.

**Exhibit B**  
**PRICE**

**Appendix A – Price Proposal Form – RailPod Inc.**

Right Of Way (ROW) Track Geometry Measurement Survey RFP #23-03722VW

Quantity	Unit of Measure	Description	Price
1	Test	Hi-Rail Vehicle Hire	\$50,520.40
1	Test	Daily Reports	\$25,181.00
1	Test	Analyst Software	\$15,600.00
1	Test	Labor	\$24,600.00
Total price per of complete survey per year			\$115,901.40
Total price of 3 complete surveys			\$347,704.20

Each complete survey will include Hi-Rail Vehicle, Daily Reports, Analyst Software, & Labor.

A total of 3 complete surveys will be performed.

One complete survey will be performed during year 1.

One complete survey will be performed during year 3.

One complete survey will be performed during year 5.

Not to exceed \$347,704.20

**Exhibit C**  
**PROJECT SCHEDULE**

The RailPod team travels in a hi-rail truck with the RailPod equipment in tow. The equipment is placed on the rail at any level crossing (or truck pad, etc.) in minutes.

RailPod estimates that the time to complete the on-track inspection to be a total of 9 days per year as follows:

- TRAX LRT: 2 days
- S-LINE Street Car: 1 day
- Front Runner: 3 days
- Midvale Service Center Light Rail Facility yard: 1 day
- Jordan River Service Center Light Rail Facility yard: 1 day
- Warm Springs Service Center Commuter Rail Facility yard: 1 day.

A full inspection day is available on the Front Runner.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Cheryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Kevin Anderson, Director of Maintenance Support  
Guy Miner, Facilities Maintenance Manager

**TITLE:**

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

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize Executive Director to execute the contract and associated disbursements with Crawford Door Sales, Inc. in the amount of \$250,275.00 to replace six overhead doors at the CNG building.

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**BACKGROUND:**

The overhead doors currently installed at the CNG building are of a light-weight design and cannot withstand the wind-loads to which the CNG building is subjected. These doors have been frequently damaged by being blown off their tracks. The amount of damage they have sustained has worn the doors out prematurely. This procurement was performed as an IFB (Invitation for Bids) on a sealed bid lowest cost basis. The total cost of this contract is a lump sum price of \$250,275.00.

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**DISCUSSION:**

UTA Staff is requesting approval of contract # 2303802 to replace the overhead doors at the CNG building with CDC Inc., (dba Crawford Door Sales) in the amount of \$250,275.00. The scope of the contract includes removing six existing overhead doors and replacing them with six new, Hormann - TNR Overhead Direct Drive Doors, that can withstand wind-loads up to 88 Miles per hour (MPH). These doors are rapid opening and are explosion proof from the factory. The work will not interfere with daily operations at the CNG building.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Crawford Door Sales, Inc.
<b>Contract Number:</b>	23-03802BCM
<b>Base Contract Effective Dates:</b>	January 26, 2024 - May 25, 2024
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$250,275.00
<b>Procurement Method:</b>	IFB
<b>Budget Authority:</b>	Facilities 2023 Capital Budget

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**ALTERNATIVES:**

There are no viable alternatives. The current doors are lightweight and cannot withstand the wind-loads exerted upon the CNG building.

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**FISCAL IMPACT:**

Funds are budgeted in the 2023 Facilities Rehab and Replacement program (FMA653)

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**ATTACHMENTS:**

- 1) Contract



# INVITATION FOR BID

## Cover Sheet

General Information			
Project Name	CNG Overhead Door Replacement		
Project Description	The Utah Transit Authority (UTA) seeks a Source to remove Six (6ea) used Dynaco Overhead Doors and provide Six (6ea) new Hormann-TNR Overhead Doors for UTA's CNG Facility.		
Project Start Date/Length	Start Approximately December 23, 2023 and Finish Install by Mid July 2024		
Contract Type	Firm Fix Price		
UTA Project Manager	Clay Mecham		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Procurement Process Information			
IFB No.	23-03802BCM		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	November 15, 2023		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	November 22, 2023, 2:00 pm MST		
C) Last day for UTA to issue addenda and clarifications	November 29, 2023		
D) <b>Deadline to submit bids</b>	<b>December 6, 2023, 2:00 pm MST</b>		
Included as part of this IFB			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
Bid Contents			
Page Limit	5 pages		

<p>Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.</p>		
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>One (1) electronic copy of the technical bid and one electronic copy of the bid sheet, each in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b></p> <p>To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL PROJECT OVERVIEW:**

UTA seeks bids from qualified Source to remove six (6ea) used Dynaco Overhead Doors and provide and install six (6ea) new Hormann-TNR Overhead Direct Drive Doors or equivalent, that can withstand wind-loads of up to 88 miles per hour (MPH) in accordance with the Scope of Work below.

The current Dyanco Overhead Doors locate at UTA's Depot District CNG Facility Bldg #5 are light-weight and not efficient to withstand wind-loads of up to 88mph, resulting in numerous repairs and issues.

The awarded contractor will be required to provide a Certificate of Insurance COI ( i.e. Accord) compliant with UTA's Insurance requirements prior to start of any on-site service.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

#### **PROJECT MANGER:**

Clay Mecham (Facilities Maint Supv/PM) o 801-287-3068 / m 801-310-4401 [clmecham@rideuta.com](mailto:clmecham@rideuta.com)

#### **FOB: DELIVERY POINT and SERVICE SITE LOCATION:**

Utah Transit Authority – Depot District CNG Facility Bldg #5

716 W. 300 S.

Salt Lake City, UT 84104

Contact: Clay Mecham (Facilities Maint Supv/PM) o 801-287-3068 / m 801-310-4401

**All Product shall be properly packaged to protect from damage during handling and transit.**

#### **SCOPE OF WORK:**

Remove six (6ea) used Dynaco Overhead Doors and provide and install six (6ea) new Hormann-TNR Overhead Direct Drive Doors or equivalent, that can withstand wind-loads of up to 88 miles per hour (MPH).

#### **FUEL BAY DOORS**

- 1) Remove and disposal of four (4ea) Dynaco Doors.
- 2) Prepare opening for four (4ea) new Hormann-TNR Doors.
- 3) Furnish and Install four (4ea) new Horman-TNR HD-SD 3050 14'8" x 14' Overhead Door and Explosions proof controls.

Includes:

¼" Black SBR Rubber Curtain.

- 88 MPH Wind-load rating.
- Curtain Lok System.
- Spring Design.
- Aluminum Weighted Bottom Bar.

4) Furnish and Install four (4ea) new Helical Gearhead Operator, Explosion Proof NEMA 7/9.

Includes:

- 480 Voltage And 3 Phase As Required.
- NEMA 7/9 Wall Mounted PLC Control Box. (Explosion Proof)
- UTA to Use its Existing NEMA 7/9 Electric Photo Eyes and Motion Sensors.

**WASH BAY DOORS**

- 1) Remove and disposal of two (2ea) Dynaco Doors.
- 2) Prepare opening for two (2ea) new Hormann-TNR Doors.
- 3) Furnish and Install two (2ea) new Horman-TNR HD-DD 3065 14’8” x 14’ Overhead Door Non-Explosion proof.

Includes:

- ¼” Black SBR Rubber Curtain.
- 88 MPH Wind-load rating.
- Curtain Lok System.
- Springless Design.
- Aluminum Weighted Bottom Bar

4) Furnish and Install two (2ea) new Helical Gearhead Operator NEMA 4

Includes:

- 480 Voltage And 3 Phase As Required.
- NEMA 4 Wall Mounted PLC Control Box. (Non-Explosion Proof)
- LED Light Advance.
- UTA to Use its Existing NEMA 4 Electric Photo Eyes and Motion Sensors.

**BID PRICE and BID FROM:**

**Bidder must use the Bid Form below to submit its Bid Price for this IFB.**

Service	Qty	Description	Unit Price	Extended Price	Remarks
Material	4 EA	Hormann-TNR HD-SD 3050 14’8” W x 14’ H Overhead Door <u>Explosion Proof</u> Spring Design . (New Units Only) Includes: 1/4” Black SBR Rubber Curtain. 88 MPH Wind-load. Curtain Lok System. Aluminum Weighted Bottom Bar.			

<b>Material</b>	4 EA	Hormann-TNR Helical Gearhead Operator, Explosion Proof NEMA 7/9 (New Units Only) for HD-SD 3050 Includes: 480 Voltage And 3 Phase As Required. NEMA 7/9 Wall Mounted PLC Control Box. (Explosion Proof). <b>NOTE: UTA to Use its Existing NEMA 7/9 Electric Photo Eyes and Motion Sensors.</b>			
<b>Material</b>	2 EA	Hormann-TNR HD-DD 3065 14'8" W x 14' H Overhead Door <u>Non-Explosion Proof</u> Springless Design . (New Unit Only) Includes: 1/4" Black SBR Rubber Curtain. 88 MPH Wind-load. Curtain Lok System. Aluminum Weighted Bottom Bar.			
<b>Material</b>	2 EA	Hormann-TNR Helical Gearhead Operator, Explosion Proof NEMA 4 (New Units Only) for HD-DD 3065 Includes: 480 Voltage And 3 Phase As Required. NEMA 4 Wall Mounted PLC Control Box. (Non-Explosion Proof) LED Light Advance. <b>NOTE: UTA to Use its Existing NEMA 4 Electric Photo Eyes and Motion Sensors.</b>			
<b>Labor</b>	1 LT	Remove and disposal of six (6ea) Dynaco Doors			
<b>Labor</b>	1 LT	Prepare opening for six (6ea) new Hormann-TNR Doors.			
<b>Labor</b>	1 LT	INSTALLATION of Six (6ea) new Harmann-TNR Doors			
<b>FREIGHT</b>	1 LT	S&H/Freight Charge for Inbound Only			



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid shall be determined by the bid price of the parts, if applicable.



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the RFP number.

If you need to create an account please select “Create Account” and then you can search UTA or the RFP number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at [sciquestadmin@utah.gov](mailto:sciquestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page

which has been so marked;

- b) Include a statement with its Bid justifying the Bidder's determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA's answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA's responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

**1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

**1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

**1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

**1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

**1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

**1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

**1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts,

the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder 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 Bid, and describe the measures taken by the Bidder 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 Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder 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.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
- All subcontract award amounts, date signed, and change orders
- Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **1.2 SELECTION PROCESS**

### **1.2.1.1 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

### **1.2.1.2 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

### **1.2.1.3 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

### **1.2.1.4 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

### **1.2.1.5 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

### **1.2.1.6 Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

## **1.3 PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
  - a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming 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.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 will be suitable for any special purposes that UTA has relied on Vendor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about 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.

All Material Products will include Manufacture’s Standard Warranty: Curtin – Limited Lifetime; Operators – 5 year or 1 million cycles; General (mechanical/electrical) – 2years.

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **INSURANCE REQUIREMENTS**

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the

performance of this Contract.

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

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved 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 Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractor 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor'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.

17. **ENVIRONMENTAL RESPONSIBILITY:** Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://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
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.

**23. 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 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.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.



**INVITATION FOR BIDS**

Part 5 – Declarations, Offer, and Conflict of Interest Form

**A. BID DECLARATIONS**

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Crawford Door Sales  
 \_\_\_\_\_  
 (Contractor’s Name)

*Douglas Phillips*  
 \_\_\_\_\_  
 (Signature)

Douglas Phillips  
 \_\_\_\_\_  
 (Print Name)

**B. CONTRACTOR’S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor’s Bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor’s bid or Bid shall be considered null and void. **By signing below, This Contractor’s Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor’s Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Crawford Door Sales  
(Contractor’s Name)  
155 w 2700 s SLC, Utah 84115  
(Contractor’s Address)  
801-487-7442  
(Contractor’s Phone Number)  
doug@crawford-doors.com  
(Contractor’s Email Address)  
870456111  
(Contractor’s EIN)

*Douglas Phillips*  
(Signature)  
Douglas Phillips  
(Print Name)  
Commercial Sales  
(Title)  
12/05/2023  
(Date)

**C. UTA’S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor’s offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor’s Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_ Date \_\_\_\_\_  
Cherryl Beveridge / (Chief Operating Officer)

\_\_\_\_\_ Date \_\_\_\_\_  
Jay Fox / (Executive Director)

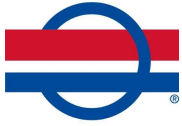
\_\_\_\_\_ Date \_\_\_\_\_  
Kevan Anderson (Director of Maintenance Support)  
DocuSigned by:  
*Mike Bell*  
\_\_\_\_\_ Date 12/11/2023  
70E33A415BA44F6...  
Mike Bell / (UTA Legal)

**PRICE SCHEDULE****LUMP SUM \$250,275.00****Payment Terms: Net30 upon completion of all services****All services to be complete on or before on approximately May 25, 2024 (Lead-Time 12-14wk ARO)**

<b>Service</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>Remarks</b>
<b>Material</b>	4 EA	Hormann-TNR HD-SD 3050 14'8" W x 14' H Overhead Door <u>Explosion Proof Spring Design</u> . (New Units Only) Includes: 1/4" Black SBR Rubber Curtain. 88 MPH Wind-load. Curtain Lok System. Aluminum Weighted Bottom Bar.	<b>39,875.00</b>	<b>\$ 159,500.00</b>	
<b>Material</b>	4 EA	Hormann-TNR Helical Gearhead Operator, Explosion Proof NEMA 7/9 (New Units Only) for HD-SD 3050 Includes: 480 Voltage And 3 Phase As Required. NEMA 7/9 Wall Mounted PLC Control Box. (Explosion Proof). NOTE: UTA to Use its Existing NEMA 7/9 Electric Photo Eyes and Motion Sensors.			<b>Included in price above</b>
<b>Material</b>	2 EA	Hormann-TNR HD-DD 3065 14'8" W x 14' H Overhead Door <u>Non-Explosion Proof Springless Design</u> . (New Unit Only) Includes: 1/4" Black SBR Rubber Curtain. 88 MPH Wind-load. Curtain Lok System. Aluminum Weighted Bottom Bar.	<b>33,975.00</b>	<b>\$ 67,950.00</b>	<b>w/o Photo Eyes &amp; Motion Sensors</b>
<b>Material</b>	2 EA	Hormann-TNR Helical Gearhead Operator, NEMA 4 (New Units Only) for HD-DD 3065 Includes: 480 Voltage And 3 Phase As			<b>Included in price above</b>

		Required. NEMA 4 Wall Mounted PLC Control Box. (Non-Explosion Proof) LED Light Advance.			
		NOTE: UTA to Use its Existing NEMA 4 Electric Photo Eyes and Motion Sensors.			
<b>Labor</b>	1 LT	Remove and disposal of six (6ea) Dynaco Doors	<b>15,325.00</b>	<b>\$ 15,325.00</b>	<b>Includes labor, forklift and scissor lift rentals.</b>
<b>Labor</b>	1 LT	Prepare opening for six (6ea) new Hormann-TNR Doors.			<b>Included in the 15,325.00</b>
<b>Labor</b>	1 LT	INSTALLATION of Six (6ea) new Harmann-TNR Doors			<b>Included in the 15,325.00</b>
<b>FREIGHT</b>	<b>1 LT</b>	S&H/Freight Charge for Inbound Only	<b>7500.00</b>	<b>\$ 7,500.00</b>	<b>USE CRAWFORD DOOR BID FORM FOR CLARIFICATION</b>
<b>TOTAL</b>				<b>\$ 250,275.00</b>	

EXCLUSIONS: Any and all electrical wiring, wiring material and labor (primary and low voltage), as well as the placement of all accessories such as pushbutton stations, photo eyes, etc. Finish painting by others. Taxes excluded unless otherwise specified.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning & Engmt Office  
**PRESENTER(S):** G.J. LaBonty, Manager Customer Experience  
Andy Stevenson, Customer Experience Project Manager

**TITLE:**

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Contract: Customer Experience Strategic Plan Services (Motivf Corporation)

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the contract, and associated disbursements, with Motivf Corporation in the not to exceed amount of \$285,758.76 to provide consulting services for a customer experience strategic plan.

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**BACKGROUND:**

This contract is with a consulting firm (Motivf) to provide a Customer Experience Strategic Plan. UTA has never had a comprehensive Customer Experience Strategy to better understand travel motivations, recurring issues, and customer needs for their daily travels. It is the intent of this plan to look holistically at the customer journey through the UTA transit system (from their front door to their destination) and identify both short term and longer-term customer facing projects and improvements which can improve overall UTA customer experience.

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**DISCUSSION:**

Presenters will discuss contract deliverables and provide answers to questions regarding the contract.

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**CONTRACT SUMMARY:**

**Contractor Name:** Motivf Corporation  
**Contract Number:** 23-03779

**Base Contract Effective Dates:** 01/24/2024 - 09/30/2024  
**Extended Contract Dates:** NA  
**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Contract Value:** Not-to-Exceed \$285,758.76  
**Procurement Method:** RFP (Best Value)  
**Budget Authority:** 2024-2028 Capital Plan - Project Code MSP294

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**ALTERNATIVES:**

Use in-house resources only.

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**FISCAL IMPACT:**

\$285,758.76 which is part of approved 2024 budget.

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**ATTACHMENTS:**

Contract

## **PROFESSIONAL SERVICES AGREEMENT**

### **UTA CONTRACT #23-03779CG CX Strategic Plan**

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

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for planning and developing UTA Customer Experience Strategic Plan.

WHEREAS, On September 7, 2023, UTA issued Request for Proposal Package Number 23-03779CG (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

#### **AGREEMENT**

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

#### **1. SERVICES TO BE PROVIDED**

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

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

## 2. **MANAGEMENT OF WORK**

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

## 3. **PROGRESS OF WORK**

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

#### 4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than September 30, 2024. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### 5. **COMPENSATION**

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

#### 6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

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

## 9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com) . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

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

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

## 11. **USE OF SUBCONTRACTOR S**

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

## 12. **KEY PERSONNEL**

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

Danielle Lee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**13. SUSPENSION OF WORK**

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

**14. TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general

assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available

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

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

**17. PUBLIC INFORMATION.**

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

**18. GENERAL INDEMNIFICATION**

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

**19. INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
  - a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
  - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

## 20. **OTHER INDEMNITIES**

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

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

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
---------------------------	-------------------

UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's [SECOND LEVEL]	Five calendar days
UTA's Troy Hamilton/Contractor's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Chad Gonzales  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

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

If to Contractor :

Motivf Corporation  
2461 Eisenhower Ave, 2<sup>nd</sup> Floor  
Alexandria, VA 22331

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

28. **CONTRACT ADMINISTRATOR**

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

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

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

dependents during the duration of this Contract.

- c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5 for the subContractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

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

**36. AMENDMENTS**

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

**37. COUNTERPARTS**

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

**38. SURVIVAL**


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

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

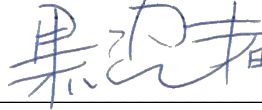
**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_ 1/4/2024  
70E33A415BA44F6...  
UTA Legal Counsel

**CONTRACTOR :**

By  \_\_\_\_\_

Name Jaymes Cloninger

Title CEO, Motivf Corp.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A  
Scope of Work

Contract to deliver a plan and project list that can be used to improve the UTA customer's journey. This project list should include metrics that can be tracked to demonstrate the success of the plan. The plan is intended to exist as a road map that can be adjusted over time to celebrate successes but also let UTA on reflect lessons learned to keep improving.

Once the plan is delivered, UTA will take responsibility for the tracking of metrics and progress on the various projects

**Phase I**

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**Task 1. Project Management Plan & Schedule**

**Deliverables:**

- Kick-off meeting
- Project Management Plan
- Schedule
- Proposed Project Steering Committee
- Proposed Executive Leadership Committee

**Task 2. Plan Definition & Framework**

**Deliverables:**

- Background documentation
- Best practices research
- Guiding principles
- Framework outline

**Phase II**

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**Task 1. Public, Internal and External Stakeholder Engagement**

This task includes the various types of outreach activities, tools, and methods as well as creative, effective approaches to communicating with UTA customers, internal UTA staff, external stakeholders and partners, and the general public. This task will be done in partnership with UTA's Community Engagement department. This task should seek to help define the objectives for the Customer Experience Strategic Plan that are tied to UTA's overall Strategic Plan. The outreach should focus on promoting an understanding of the way that transit services, and the transit customer experience can be improved.

**a. Public Engagement**

The plan development process will use a variety of tools of engagement to facilitate public engagement. The purpose of this engagement is to:

- Explore UTA customer travel goals, decision-making, lifestyle, behavior changes driven by COVID-19, and attitudes towards transit. Refer to UTA’s 2022 Market Segmentation & Gap Analysis Report (Appendix A) for more information.
- Engage with riders and non-riders to quantify their mindsets, missions, and journeys with profiling by demographics, reasons for travel, routes travelled, and other variables.
- Gather a collection of experiences, stories, quotes, ideas and observed behaviors directly from customers. Engagement plan should intentionally include experiences from underrepresented communities, including, but not limited to people with disabilities, low-income individuals, communities with limited English proficiency, and minority race and ethnicity communities.

**b. External Stakeholder Engagement**

External stakeholder engagement shall include groups such as UTA’s MPO partners, representatives from the private and public sector, including, but not limited to businesses, universities, large medical institutions, and city/county staff.

**c. Internal Engagement**

This will include gathering input from UTA departments, as well as updates to senior staff, the Board of Trustees, and Local Advisory Council. Ensure a multi-faceted approach to the Customer Experience Strategic Plan, with a diversity of perspectives from internal staff. Internal engagement begins during the Plan Definition in Phase I and will continue throughout the process.

**Deliverables:**

- Engagement Summary Report

**Task 2. Systemwide Needs Assessment**

Use the information gathered in Phase II – Task 1, quantitatively lay out issues, uncertainties, opportunities, barriers, gaps etc. and identify explicitly where they occur in the system.

**Deliverables:**

- Assessment Summary Report

**Phase III**

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**Task 1. Develop Plan to Address Needs**

From the needs identified in Phase II – Task 2, develop a consolidated, definitive set of priorities (no more than five), that can be used to formulate an action plan that in turn

can be used to develop concrete projects to address the needs. Develop appropriate metrics with each project that can be used to demonstrate progress and ultimately success with the plan. The plan should consider the amount of time (and funding) proposed projects may take to accomplish and laid out in a “road map” format with high level completion dates (i.e. Spring 2025).

**Deliverables:**

- List of priorities based on associated needs
- Project list (Action Plan) with associated metrics of success
- “Road Map” to completion of projects including an implementation and rough, high level schedule.

**Task 2. Plan Assembly and First Draft**

Assemble the components anticipated for use in the final draft and prepare a rough draft document with the content laid out for review and comment.

**Deliverables:**

- Rough draft document for review and comment

**Task 3. - Final Plan Production**

Using the work products produced through the previous tasks, prepare a final, full color document with graphics, photos, diagrams etc. This document should be no longer than 40-pages (this includes front and rear covers of the document). Pages should be two sided, printed in a landscape orientation on 8.5” x 11” paper with binding to be on the long edge.

**Deliverables:**

Final plan document, ready for printing and binding.

**NOTE:** Final printing and production by others.

Exhibit B  
Pricing

Contractor will invoice UTA using the hourly rates and estimates below. The contract will hold a not-to-exceed value of \$285,758.76

<b>Direct Labor Expenses</b>			
<b>Labor Description</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Amount \$</b>
Project Manager	128	165.49	\$ 21,182.72
Senior Design Researcher	380	189.81	\$ 72,127.80
Design Researcher	760	146.01	\$ 110,967.60
Strategy	256	189.81	\$ 48,591.36
Visual Design	128	146.01	\$ 18,689.28
<b>TOTAL</b>			<b>\$ 271,558.76</b>
<b>Direct Expenses</b>			
<b>Expense Description</b>			<b>Amount \$</b>
Research ODCs			\$ 5,600.00
Travel			\$ 8,600.00
<b>Direct Total Expenses</b>			<b>\$ 14,200.00</b>
		<b>Total Cost</b>	<b>\$ 285,758.76</b>



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer

**TITLE:**

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

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve purchase order 2403817 under Utah State Contract AR2507 and authorize the Executive Director to execute the contract and associated disbursements with Workday Inc. for a new Human Resources Management System (HRIS), including implementation and licensing fees, for a fixed price of \$7,669,122 over ten years.

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**BACKGROUND:**

UTA's People Office currently uses several software packages to support key workforce processes, including separate systems for recruitment, benefits enrollment, learning management, performance management, and key employee information tracking. The underlying HRIS system is outdated and offers limited functionality. A transition to Workday will allow UTA to unify employee data and better support the employee life cycle and UTA's business needs. Additionally, updating the system will allow UTA access to better data analytics that will inform decision making, and provide efficiencies in many People Office functions, reducing (a) the need for manual processes, and (b) multiple entries into different systems.

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**DISCUSSION:**

UTA's HRIS Administrator, in partnership with key stakeholders throughout the agency, conducted a multiyear review of key business needs and requirements. The group met with numerous software vendors to better understand what options existed in the HRIS market. UTA also researched what systems other transit agencies and public entities were using. This research resulted in UTA concluding that exercising a contract with Workday Inc to provide this new HRIS system, as negotiated through a state of Utah contract, would be in the

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best interests of UTA. This agreement also realizes a \$419,500 discount over that 10-year period.

The contract includes a thorough implementation plan for the first two years, including strong Organizational Change Management support to emphasize the People side of change. Robust support on optimal process redesign, and integration into UTA’s financial system and Operations systems are also included.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Workday, Inc
<b>Contract Number:</b>	PO 2403817 Utah State Contract AR2507
<b>Base Contract Effective Dates:</b>	1/24/2024 - 1/23/2034
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$7,669,112
<b>Procurement Method:</b>	State of Utah Contract
<b>Budget Authority:</b>	2024-2028 Capital Plan and Operating Budget

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**ALTERNATIVES:**

Identify another vendor to procure like systems or develop functionality or continue with UTA’s current approach.

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**FISCAL IMPACT:**

\$7,669,112 split between Capital and Operating Budget over the life of the contract. Capital funding is included in the approved 2024 Capital Budget for initial project launch.

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**ATTACHMENTS:**

Purchase Order

WorkDay Order forms and Pricing

<b>Workday Inc</b> <b>6110 Stoneridge Mall Rd</b> <b>Pleasanton CA 94588</b>				PURCHASE ORDER NUMBER		OG		2403817	
				PO Number Must Appear On All Invoices And Shipments					
SEND INVOICE TO: <b>AP@RIDEUTA.COM</b> 669 W 200 S SLC, UT 84101		SHIP TO: <b>ATTENTION: RECEIVING</b> 3600 S 700 W Salt Lake City UT 84119		An Equal Opportunity Employer  801-287-3008 www.rideuta.com		VENDOR NUMBER		PO DATE	
						1516563		1/10/2024	
BUYER Gonzales, Chad		ORDER TAKEN BY *		PAGE NUMBER 1 of 1		FOB			


Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 7,669,122.00      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013182	1/10/24	1 YR	40-2230.65000.5009	Workday1 of10 yr dev&implement HRIS Workday	1907514.0000	1,907,514.00
2	00013182	1/10/24	1 YR	40-2230.65000.5009	Workday2/2yrDev&Implementatio HRIS Workday	1239698.0000	1,239,698.00
3	00013182	1/10/24	1 EA	5200.50353.92	Workday3/10,Licensing&Operatio HRIS Workday	526848.0000	526,848.00
4	00013182	1/10/24	1 EA	5200.50353.92	Workday4/10,Licensing&Operatio HRIS Workday	537383.0000	537,383.00
5	00013182	1/10/24	1 EA	5200.50353.92	Workday5/10,Licensing&Operatio HRIS Workday	548131.0000	548,131.00
6	00013182	1/10/24	1 EA	5200.50353.92	Workday6/10,Licensing&Operatio HRIS Workday	559095.0000	559,095.00
7	00013182	1/10/24	1 EA	5200.50353.92	Workday7/10,Licensing&Operatio HRIS Workday	570276.0000	570,276.00
8	00013182	1/10/24	1 EA	5200.50353.92	Workday8/10,Licensing&Operatio HRIS Workday	581682.0000	581,682.00
9	00013182	1/10/24	1 EA	5200.50353.92	Workday9/10,Licensing&Operatio HRIS Workday	593315.0000	593,315.00
10	00013182	1/10/24	1 EA	5200.50353.92	Workday10/10,Licensing&Opns HRIS Workday	605180.0000	605,180.00

Pricing per Workday Order From 432147

Utah NASPO ValuePoint Contract AR2507

State Contract AR2507 Approval by UTA Legal

DocuSigned by:  
  
 70E33A415BA44F6...

1/10/2024

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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



**ORDER FORM #00430610.0 TO THE NASPO PARTICIPATING ADDENDUM DATED January 26, 2024, EXECUTED PURSUANT TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICERS CLOUD SOLUTIONS (NASPO) CONTRACT # AR2S07 LED BY THE STATE OF UTAH (COLLECTIVELY REFERRED TO AS THE “NASPO PA FOR HRI” AND/OR THE “AGREEMENT”)**

<b>Customer Name</b>	Utah Transit Authority
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Agreement Effective Date</b>	See Utah's NAPS0 ValuePoint Participating Addendum AR2507 (11/9/2022)
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures below
<b>Order Term</b>	January 31, 2024 to January 30, 2026
<b>Currency</b>	USD
<b>Total Training Fees</b>	102,590

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	92,215
2	Due on first anniversary of the Order Term start date	10,375
<b>Total Payment Amount</b>		<b>102,590</b>

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	2,875	1	2	5,750
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	2,500	1	2	5,000
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	2,500	1	2	5,000
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	2,500	1	2	5,000
				Total Training Fees	20,750



SKU	Training Offering	Price Per Credit	Quantity	Total Training Fees
TC	Training Credits	660	124	81,840
			Total (TC) Training Fees	81,840

Customer Contact Information	Billing, In Care of
Contact Name	Kim Shanklin
Street Address City/Town, State/Province/Region Zip/Postal Code Country	669 W. 200 S. Salt Lake City, UT 84101 United States
Phone/Fax #	Phone: (801) 287-2328 Fax:
Email (Required)	<a href="mailto:ap@rideuta.com">ap@rideuta.com</a>

This Order Form is subject to and governed by the Agreement and Addendum A attached hereto. This Order Form will control over the terms of the Agreement to the extent they conflict with or are not covered by the Agreement. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**Utah Transit Authority**

**Workday, Inc.**

Signature

Signature

  
Colin Forth (Jan 10, 2024 08:51 PST)

Name

Colin Forth

Title

VP Global Education

Date Signed

Jan 10, 2024

Date Signed

  
 Michael L. Bell  
 Assistant Attorney General  
 Counsel for UTA



### ADDENDUM A ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced Agreement. In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail with respect to the terms hereof.

**1. Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday’s training catalog (the “Training Catalog”) as eligible to be purchased with training credits (“TC-eligible Courses”) that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday’s current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer’s balance.

**2. Training Credit Bulk Purchase Option.** Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

**3. Dedicated Training Terms.** Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer’s attendees (“**Dedicated Training**”). Dedicated Training is subject to Workday’s availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing



to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel and living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

**4. Learn On-Demand Terms.** The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

**5. Adoption Kit Terms.**

- (a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.
- (b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the Agreement. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.
- (c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.



**6. Miscellaneous Training Terms.** Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the Agreement. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.



**ORDER FORM 00432147.0 TO THE NASPO PARTICIPATING ADDENDUM DATED January 26, 2024, EXECUTED PURSUANT TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICERS CLOUD SOLUTIONS (NASPO) CONTRACT # AR2S07 LED BY THE STATE OF UTAH (COLLECTIVELY REFERRED TO AS THE “NASPO PA FOR HRI” AND/OR THE “AGREEMENT”)**

<b>Customer Name</b>	Utah Transit Authority
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Agreement Effective Date</b>	See Utah’s NAPS0 ValuePoint Participating Addendum AR2507 (11/9/2022)
<b>Order Effective Date</b>	The later of the dates of the parties’ signatures below
<b>Order Term</b>	January 31, 2024 through January 30, 2034
<b>Currency</b>	USD
<b>Subscription Fee</b>	5,849,617
<b>Less one-time credit if signed by January 31, 2024</b>	(419,500)
<b>Net Total Subscription Fee</b>	5,430,117
<b>Tenant Base Name</b>	rideuta

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	391,689
2	Due on First anniversary of the Order Term start date	516,518
3	Due on Second anniversary of the Order Term start date	526,848
4	Due on Third anniversary of the Order Term start date	537,383
5	Due on Fourth anniversary of the Order Term start date	548,131
6	Due on Fifth anniversary of the Order Term start date	559,095
7	Due on Sixth anniversary of the Order Term start date	570,276
8	Due on Seventh anniversary of the Order Term start date	581,682
9	Due on Eighth anniversary of the Order Term start date	593,315
10	Due on Ninth anniversary of the Order Term start date	605,180
<b>Total Payment Amount</b>		<b>5,430,117</b>

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

**Subscription Fees Table**

Subscription Period	Date Range	Subscription Fee
1	January 31, 2024 through January 30, 2025	391,689
2	January 31, 2025 through January 30, 2026	516,518
3	January 31, 2026 through January 30, 2027	526,848
4	January 31, 2027 through January 30, 2028	537,383
5	January 31, 2028 through January 30, 2029	548,131
6	January 31, 2029 through January 30, 2030	559,095
7	January 31, 2030 through January 30, 2031	570,276
8	January 31, 2031 through January 30, 2032	581,682
9	January 31, 2032 through January 30, 2033	593,315
10	January 31, 2033 through January 30, 2034	605,180
<b>Total Subscription Fee</b>		<b>5,430,117</b>

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are



waived. Customer understands that the Subscription Fees above reflects Customer’s planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
CCTPP**	Cloud Connect for Third Party Payroll	FSE*	Full Enterprise
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant
TT	Time Tracking	FSE*	Full Enterprise

\*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

\*\*Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.

**Full-Service Equivalent (“FSE”) Count Table**

FSE Population Category	Baseline FSE Count
Full Enterprise	2,700

**Named Support Contacts Table**

Number of Named Support Contacts*	6
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\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Customer Contact Information**

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Kim Shanklin	Kim Shanklin	Kim Shanklin
Street Address	669 W. 200 S.	669 W. 200 S.	669 W. 200 S.
City/Town, State/Region/County, Zip/Post Code, Country	Salt Lake City, UT 84101 United States	Salt Lake City, UT 84101 United States	Salt Lake City, UT 84101 United States
Phone/Fax #	(801) 287-2328	(801) 287-2328	(801) 287-2328
Email (required)	<a href="mailto:ap@rideuta.com">ap@rideuta.com</a>	<a href="mailto:ap@rideuta.com">ap@rideuta.com</a>	<a href="mailto:ap@rideuta.com">ap@rideuta.com</a>

This Order Form is subject to and governed by Utah’s NAPSO ValuePoint Participating Addendum AR2507 (PA). In the event of a conflict, the order of precedence described in the PA shall apply.. Notwithstanding the previous understanding, the parties agree the terms to the following Order Forms contained in the PA are outdated and need to be updated for this engagement: Learning, Media Cloud, Innovation Services. Updated version of these Order Forms are located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON January 31, 2024 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**Utah Transit Authority**

**Workday, Inc.**

Julie Gonzalez  
Julie Gonzalez (Jan 9, 2024 17:49 PST)

Signature

Signature

Julie Gonzalez

Name

Name

Senior Vice President, Financial Planning & Analysis

Title

Title

Jan 9, 2024

Date Signed

Date Signed

*M. Bell 1-17-24*

Michael L. Bell  
Assistant Attorney General  
Counsel for UTA

## ADDITIONAL ORDER FORM TERMS ADDENDUM

### 1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the Agreement. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

### 2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

#### FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	2,700	100.0%	2,700
Part-Time Employees	0	25.0%	0
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>2,700</b>		<b>2,700</b>

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. "**Static Records**" are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

**3. Additional Metric Definition(s).**

**Additional Metric Definition Table**

	<b>Metric</b>	<b>Definition</b>
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.
PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.

**4. Growth and Expansion.**

**A. Annual Reporting Obligation.**

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

**a. FSE Metric Reporting.**

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

**FSE Expansion Table**

<b>SKU</b>	<b>Annual FSE Expansion Rate</b>
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	208.27
CCTPP	15.87

**b. Additional Metric Reporting based on highest daily number.**

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

**i. Additional Metric Expansion Table**

<b>SKU</b>	<b>Additional Metric Increase</b>	<b>Annual Expansion Rate for Additional Metric Increase</b>
PRACU	Each increment of 10M Additional Published Data Rows	20,000

**B. Growth Event Reporting Obligation.**

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to [subscriptions@workday.com](mailto:subscriptions@workday.com) within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

**5. Renewal.**

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

**Renewal Table**

<b>Renewal Term Years</b>	<b>Annual Renewal Subscription Fees</b>
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table in the final Subscription Period. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

**6. Additional Definitions (as applicable).**

"**CPI**" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"**Renewal Term CPI**" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

"**Innovation Index**" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

**7. Additional Scope of Use Terms.**

**Prism Analytics.** Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant. "**Data Limit**" for each Tenant is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant and any additional current Published Data Row entitlements purchased by Customer.

**8. Customer Identification**

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Cloud Connect for Third Party Payroll	Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third-party payroll provider).
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends

	<p>based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.</p>
Prism Analytics Enterprise	<p>Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.</p>
Time Tracking	<p>Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.</p>



## UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations and rights of the parties regarding the Processing of Personal Data pursuant to such Agreement.

### 1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

**“Agreement”** means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

**“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., its implementing regulations, and amendments, including the California Privacy Rights Act (“**CPRA**”) and its implementing regulations.

**“Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**“Covered Data”** means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

**“Covered Service”** means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or (ii) any Professional Services.

**“DPE”** means this Universal Data Processing Exhibit including any appendices, or documents incorporated by reference.

**“Data Protection Laws”** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

**“Data Subject”** means the person to whom the Personal Data or Personal Information relates.

**“Europe”** or **“European”** means the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), and Switzerland.

**“GDPR”** means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

**“Personal Data”** means any Covered Data that relates to an identified or identifiable natural person.

**“Personal Data Breach”** means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

**“Processing”** or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

**“Processor”** means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

**“Professional Services”** means the professional or consulting services provided to Customer under a Professional Services Agreement.

**“Professional Services Agreement”** means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.



## UNIVERSAL DATA PROCESSING EXHIBIT

“**Professional Services Data**” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

“**Subprocessor**” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Processor under this DPE.

“**Subprocessor List**” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

### 2. Processing Personal Data

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is a Controller or a Processor and Workday is a Processor.

**2.2 Instructions for Processing.** Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer’s use of the Covered Service. Workday will comply with additional written instructions issued by Customer if they are consistent with the terms and scope of the Agreement. To the extent Workday Processes Personal Information under the CCPA, the terms of the California Privacy Addendum to this DPE will apply to the Processing of such Personal Information.

**2.3 Compliance with Laws.** Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

**2.4 Description of Processing.** The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum B to this DPE.

### 3. Subprocessors

**3.1 Use of Subprocessors.** Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

**3.2 Notification of New Subprocessors.** Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

**3.3 Subprocessor Objection Right.** Customer may object to Workday’s use of a new Subprocessor on reasonable grounds relating to data protection by providing written notice to Workday within fourteen (14) days following Workday’s notification pursuant to Section 3.2 above. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.



## UNIVERSAL DATA PROCESSING EXHIBIT

### 4. Data Subject Rights

**4.1 Assistance with Data Subject Requests.** Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

**4.2 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

### 5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

### 6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Unauthorized Disclosure and Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

### 7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

### 8. Audit

Where Workday has obtained third-party audit reports and certifications for its Covered Services ("**Audit Reports and Certifications**"), Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer for the applicable Covered Service.

To the extent Customer reasonably determines that the Audit Reports and Certifications are not sufficient to demonstrate compliance or to respond to a regulatory audit, Workday will allow Customer or an independent auditor appointed by Customer to conduct an audit, subject to the following: (a) Customer and Workday will mutually agree upon the scope, timing, duration, and control and evidence requirements; (b) Customer is responsible for all costs and fees related to such audit and will reimburse Workday for any services performed by Workday at Workday's then-current rates; (c) to the extent the audit is conducted by a third-party audit firm, (i) the third-party audit firm is not a competitor of Workday and (ii) Customer has, prior to such audit, entered into an agreement with such third-party audit firm containing confidentiality terms no less protective than the confidentiality terms set forth in the MSA; and (d) to the extent the audit is conducted by a regulator having jurisdiction over Customer, the regulator is subject to a duty of confidentiality in relation to the findings of that audit (whether arising as a matter of law or by Customer having, prior to such audit, entered into an agreement with the regulator) such duty being no less protective than the confidentiality terms set forth in the MSA.

**9. Data Protection Impact Assessments.** Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer. To the extent Customer requires additional assistance to meet its obligations under applicable Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use

of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer.

**10. Return and Deletion of Personal Data**

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

**11. International Transfers of European Personal Data**

To the extent Customer's use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the terms and safeguards in Addendum A to this DPE will apply.

**12. General Provisions**

**12.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any transfer safeguards entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

**12.2 Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

**12.3 Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

**12.4 Customer Affiliate Enforcement.** Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

**12.5 Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

**12.6 Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



**UNIVERSAL DATA PROCESSING EXHIBIT**

**ADDENDUM A**

**International Transfers of European Personal Data**

**1. Definitions**

**"Data Privacy Framework"** means the EU-U.S., Swiss-U.S., and UK-U.S. Extension to the Data Privacy Framework maintained by the United States Department of Commerce determined to provide an adequate level of protection for Personal Data transfers to certified commercial organizations in the United States under (i) the European Commission's Adequacy Decision 2023/4745 of 10 July 2023 and (ii) other applicable Data Protection Laws.

**"Restricted Transfer"** means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country or commercial organization outside of the EEA which is not subject to a valid adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a country or commercial organization outside the UK which is not based on adequacy regulations pursuant to section 17A of the UK Data Protection Act 2018 ("**UK DPA**"); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 ("**Swiss FADP**") applies, a transfer of Personal Data from Switzerland to a country or commercial organization outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

**"SCCs"** means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the UK DPA (version B1.0 of 21 March 2022) as updated or amended ("**UK Addendum**").

**"Workday BCRs"** or "**BCRs**" means Workday's Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday's website (currently located at <http://workday.com/legal/bcrs.html>).

**2. Transfer Mechanisms.** To the extent Customer's use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the following terms will apply. Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Data Privacy Framework, (ii) the Workday BCRs, and (iii) the SCCs.

**2.1 Data Privacy Framework.** Workday, Inc. is self-certified to and complies with the Data Privacy Framework and will remain certified for the term of the Agreement.

**2.2 BCRs.** For the Covered Services identified in the following table, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

BCR Covered Services	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.

Workday Extend	Workday Cloud Platform
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**2.3 Standard Contractual Clauses**

**2.3.1 Processor-to-Processor SCCs.** Where Customer is contracting with Workday Limited, all Restricted Transfers of Personal Data will be governed by SCCs Module 3 implemented between Workday Limited (as “data exporter”) and its Subprocessors (as “data importers”).

**2.3.2 Controller-to-Processor SCCs.** Where the transfer from Customer to Workday is a Restricted Transfer, the SCCs will apply to such Restricted Transfers between Customer (as “data exporter”) and Workday (as “data importer”) as follows:

**2.3.2.1 EU Personal Data.** In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply (and be incorporated into this DPE by this reference) completed as follows:

- i. Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- ii. in Clause 7, the optional docking clause will not apply;
- iii. in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- iv. in Clause 11, the optional redress language will not apply;
- v. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- vi. in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- vii. Annex I of the EU SCCs shall be deemed completed with the information set out in Addendum B to this DPE; and
- viii. Annex II of the EU SCCs shall be deemed completed with the information set out in the Universal Security Exhibit to this DPE.

**2.3.2.2 UK Personal Data.** In relation to Personal Data protected by the UK GDPR (“**UK Personal Data**”), the UK Addendum will apply as follows:

- i. the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A, shall also apply to transfers of UK Personal Data;
- ii. the UK Addendum shall be deemed executed (and incorporated into this DPE by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;
- iii. Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A;
- iv. the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and
- v. Table 4 of the UK Addendum shall be deemed completed “neither party”.

**2.3.2.3 Swiss Personal Data.** In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

**UNIVERSAL DATA PROCESSING EXHIBIT**

- i. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
- ii. the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
- iii. references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

**2.3.2.4** The SCCs will be subject to the following clarifications:

- i. Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.
- ii. Customer authorizes Workday to appoint Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.
- iii. Workday shall return and delete Customer's data in accordance with Section 10 of this DPE.
- iv. Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided in accordance with Section 8 of this DPE.
- v. Nothing in this Section 2.3.2 of this Addendum A varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

## UNIVERSAL DATA PROCESSING EXHIBIT

### ADDENDUM B

#### Description of Processing

##### A. LIST OF PARTIES

###### Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

###### Data importer

Data importer: Workday

Contact details: Workday Privacy Team, [legal@workday.com](mailto:legal@workday.com)

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

##### B. DESCRIPTION OF TRANSFER

###### Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

###### Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience

## **UNIVERSAL DATA PROCESSING EXHIBIT**

information; information on internal project appointments; accomplishment information; sentiments, personal opinions, feedback, training and development information; award information; membership information.

2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in the Universal Security Exhibit, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

### **Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)**

Transfers will be made on a continuous basis.

### **Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with the Agreement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Covered Services

### **Purpose(s) of the data transfer and further processing**

Provide and support enterprise cloud applications, including human resource and financial management.

### **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Personal data will be retained for the duration of the Agreement in accordance with Section 12.2 of the DPE.

### **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

The subject matter and duration of the processing is outlined above within this Addendum B. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

## **C. COMPETENT SUPERVISORY AUTHORITY**

Workday Global Universal Data Processing Exhibit – Utah Transit Authority



**UNIVERSAL DATA PROCESSING EXHIBIT**

00432147.0

*Identify the competent supervisory authority/ies in accordance with Clause 13*

The competent supervisory authority is determined in accordance with Clause 13 of the EU SCCs unless required otherwise by Addendum A Sections 2.3.2.2 (UK Personal Data) and 2.3.2.3 (Swiss Personal Data).



**UNIVERSAL DATA PROCESSING EXHIBIT**

**Technical and Organizational Measures**

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

**UNIVERSAL DATA PROCESSING EXHIBIT**

**ADDENDUM C**

**Workday California Privacy Addendum**

This California Privacy Addendum (“Addendum”) supplements the DPE to which it is attached. Any term not defined in this Addendum shall have the meaning assigned to it, if any, in the DPE or the Agreement. To the extent the Agreement and this Addendum conflict, the terms of this Addendum shall take precedence with respect to Processing of Personal Information under the CCPA.

To the extent Workday Processes Personal Information under the CCPA, as defined above, the following supplemental terms shall apply to such Processing:

1. The terms “**Business**,” “**Business Purpose**,” “**Consumer**,” “**Sell**,” “**Service Provider**,” and “**Share**,” shall have the same meanings as provided for in the CCPA. As used in this Addendum, the term “**Personal Information**” shall refer to any Personal Data that constitutes Personal Information under the CCPA.
2. **Roles of the Parties.** Customer, as a Business under the CCPA, is disclosing Personal Information to Workday, and Workday is Processing the disclosed Personal Information solely as a Service Provider.
3. **Business Purpose.** Workday will Process Personal Information for the purpose of providing the Services described in the Agreement, including in the associated Order Forms.
4. **Service Provider Processing Limitations.** Workday will not (i) Sell Personal Information, or (ii) retain, use or disclose Personal Information outside the direct business relationship with Customer or for any purpose other than to provide the Covered Services as articulated in the Agreement, including this Addendum, or as permitted by the CCPA
5. **No Sale or Sharing.** Workday will not Sell or Share Personal Information.
6. **No Combining Personal Information.** Workday will not combine Personal Information that it receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as otherwise permitted by CCPA.
7. **Consumer Requests.** Workday will, in a manner consistent with the functionality of the applicable Service and Workday’s role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to Consumer requests to exercise their rights under the CCPA, as set forth in Section 4 of the DPE.
8. **Security of Processing.** Workday will maintain technical and organizational measures to protect Personal Information as set forth in the DPE and as required by the CCPA.
9. **Ongoing Compliance.** Workday agrees to comply with all applicable requirements of CCPA pertaining to its role as a Service Provider, including by providing the same level of privacy protection for Personal Information as required under CCPA. Customer shall have the right to take reasonable and appropriate steps to ensure compliance with this Addendum by exercising its rights in the audit provisions of the DPE. Customer shall also have the right to take reasonable and appropriate steps to stop or remediate any unauthorized Processing of Personal Information by Workday, for example by requesting that Workday provide a written statement confirming that applicable Personal Information has been deleted. Workday will notify Customer if it determines that it can no longer meet its obligations under the CCPA.

## UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
  - a) Training on how to implement and comply with its information security program; and
  - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
  - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - b) To prevent those workforce members and others who should not have access from obtaining access; and
  - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

## UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility**. Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
  - a) Designating a security official with overall responsibility; and
  - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing**. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring**. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
  - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
  - b) Reviewing privileged access to Workday production systems processing Covered Data; and
  - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management**. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
  - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
  - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
  - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    - i) Cross-site request forgery
    - ii) Services scanning
    - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    - iv) XML and SOAP attacks
    - v) Weak session management
    - vi) Data validation flaws and data model constraint inconsistencies
    - vii) Insufficient authentication
    - viii) Insufficient authorization
14. **Program Adjustments**. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
  - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
  - b) Security and data privacy regulations applicable to Workday; and
  - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



**Signature Document**

<b>Customer Name</b>	Utah Transit Authority (" <b>Customer</b> ")
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588, United States (" <b>Workday</b> ")
<b>Name of Professional Services Agreement</b>	Professional Services Agreement (" <b>PSA</b> ")
<b>PSA Effective Date</b>	May 18, 2017
<b>SOW Effective Date</b>	The later of the dates beneath the parties' signatures below
<b>Currency</b>	USD
<b>Project Name</b>	Utah Transit Launch (" <b>Project</b> ")

<b>Customer Contact Information</b>	<b>Billing Contact</b>	<b>Project Contact</b>
<b>Contact Name</b>	Kim Shanklin	Kim Shanklin
<b>Street Address City, State, Zip Code Country</b>	669 W. 200 S., Salt Lake City, UT 84101 United States	669 W. 200 S., Salt Lake City, UT 84101 United States
<b>Phone #</b>	(801) 287-2328	(801) 287-2328
<b>Email (Required)</b>	ap@rideuta.com	ap@rideuta.com

<b>Primary Location(s) for Onsite Work (if applicable)</b>	
<b>Street Address City, State, Zip Code Country</b>	669 W. 200 S., Salt Lake City, UT 84101 United States

<b>Attachments to Statement of Work</b>	
<b>Appendix 1</b>	SOW Terms
<b>Appendix 2</b>	Financial Terms
<b>Appendix 3</b>	Description of Professional Services
<b>Appendix 4</b>	Description of Workday Change Management Professional Services
<b>Appendix 5</b>	Description of Workday Data Transformation Services

<b>Appendix 6</b>	Description of Workday Test Lead Professional Services
<b>Appendix 7</b>	Description of Workday Post Production Support Services
<b>Appendix 8</b>	Technical Services Standards Services Terms currently located at <a href="https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html</a>

By executing this Document ("Signature Document"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "Attachments") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through January 31, 2024 ("SOW Offer Expiration Date"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "MSA"), as applicable.

**Utah Transit Authority**

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Signature

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Name

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Title

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Date Signed

**Workday, Inc.**

Windsel McCray  
Windsel McCray (Jan 9, 2024 16:43 CST)

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Signature

Windsel McCray

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Name

VP Services, Government

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Title

Jan 9, 2024

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Date Signed



Michael L. Bell  
Assistant Attorney General  
Counsel for UTA

## Appendix 1 SOW Terms

**1. General.** Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

**2. Professional Services and Scope.** This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

### 3. Termination.

**3.1** Either party may terminate this SOW only for cause as agreed to between the parties under the PSA.

**3.2** Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

**3.3** Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination.

**4. Processing and Security of Personal Data.** If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> will apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> will apply to the processing of Personal Data as part of the Professional Services performed by Workday.

**5. Deletion of Professional Services Data.** If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

## 6. Definitions.

**"Change Order,"** if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

**"File Transfer Server,"** if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

**"Peakon Employee Voice Service"** means the subscription-based Peakon Employee Voice online service purchased by Customer from Workday.

**"Professional Services Data,"** if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or Customer Data accessed within or extracted from Customer's Tenant to perform the Professional Services.

**"Workday Adaptive Planning Service"** (fka Adaptive Insights Service) means the subscription-based online Workday Adaptive Planning service purchased by Customer from Workday.

**"Workday Strategic Sourcing"** (fka Scout) means the subscription-based online Workday Strategic Sourcing service purchased by Customer from Workday.



**Appendix 2  
Financial Terms – Fixed Fee**

**1. Fixed Fee Payment Structure.**

Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below:

Invoice Number	Invoice Date	Invoice Amount	Workday Services Fees
Payment 1	SOW Effective Date	\$685,305.00	\$685,305.00
Payment 2	July 31, 2024	\$685,305.00	\$685,305.00
Payment 3	Feb 03, 2025	\$685,305.00	\$685,305.00
Total Payments		\$2,055,915.00*	\$2,055,915.00*

\*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW (“T&E”) are not included in the Total Professional Services Fees.

**2. Invoicing and Payment.**

**2.1** The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

**2.2** Workday will send electronic invoices only that are effective upon receipt, or if Workday receives a bounce back message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

**2.3** Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday’s request, Customer will make payments via electronic bank transfer.

**2.4** Unless otherwise provided in the PSA or expressly designated in this SOW, Customer’s address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.



### Appendix 3 Description of Workday Professional Services

#### Global Launch Deployment

##### 1. Deployment Approach.

The Workday Launch approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix, the terms of this Appendix 3 will control.

Workday assumes that Customer Employee Count will change over the course of the deployment; however, for purposes of scoping and estimating the Phase 1 Project effort and resource requirements, Workday will rely on the Employee Counts per Country in the table below to perform the Professional Services. "Employee Count" may include, but is not limited to, active employees, retired employees, terminated employees, & contingent workers.

Customer will promptly notify Workday of any changes to the Employee Count which increase complexity, create business process change, require additional effort (e.g., data loading, report creation) so the parties can discuss the impact to the Project scope and fees or other changes consistent with the terms hereof at the time of the change.

Functional	Scope	Summary	by	Country
		United States		
		2700		

##### 2. Project Timeline.

Based on the assumptions in this SOW, the time required to complete these Deliverables is expected to be 52 weeks an expected project start date of Mar 11, 2024, and an approximate Target Go-Live Date of March 09, 2025, plus Post-Production Support as described below. The Target Go-Live Date is the first date on which the parties estimate a Service SKU will be in Production. Workday has included two extra blackout weeks in this timeline for the week of Thanksgiving and the week of Christmas where Workday services are not available.

Launch HCM	Plan	Architect & Configure	Test	Deploy	Post-Production	Supplemental Post-Production	Total
Total Estimated Weeks	9	24	14	5	4	12	68
Start Date	Mar 11, 2024	May 13, 2024	Oct 28, 2024	Feb 03, 2025	Mar 09, 2025	Apr 06, 2025	Mar 11, 2024



Launch HCM	Plan	Architect & Configure	Test	Deploy	Post-Production	Supplemental Post-Production	Total
End Date	May 13, 2024	Oct 28, 2024	Feb 03, 2025	Mar 09, 2025	Apr 06, 2025	Jun 29, 2025	Jun 29, 2025

The deployment timeline estimated above assumes that all of Customer's organizations, including manager and employee self-service, use a standardized business process framework. Workday will use its preconfigured processes as a starting point for all process configuration's. Except as provided herein, the parties will use a Workday-provided File Transfer Server for all data conversions performed during the Project.

Prior to the Plan Stage, Workday and Customer will engage in project preparation activities. Workday will provide an overview of materials, training and/or consultants available to Customer as provided herein, conduct an introductory meeting with the Engagement Manager, and provide an outline of activities leading up to the Project Start Date.

During the Plan Stage, Workday will deliver to Customer a mutually agreed, written plan outlining the deployment and timeline of the Project ("**Project Plan**").

**3. Project Scope.**

The Project scope has been defined through several discussions with Customer and is detailed in the Workday Project Scope section also included below.

"**Responsible Party**" means the party primarily responsible for providing or delivering the deliverable, including coordinating with and obtaining contributions from the Secondary Responsible Party.

"**Secondary Responsible Party**" means the party responsible for providing contributions and/or assistance as may be required to enable Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

**4. Launch Deployment Project Overview.**

Launch Deployment Activity

Activity	Output	Responsible Party	Secondary Responsible Party
Pre-Reservation	<ul style="list-style-type: none"> <li>Customer Roles (see Staffing – Project Roles and Responsibilities section) Identified</li> <li>Welcome to Workday Onboarding Activities Completed</li> <li>Pre-Reservation Calls Attended Connectivity and Systems Access Established</li> </ul>	Workday	

Activity	Output	Responsible Party	Secondary Responsible Party
Orient Customer, review scope and establish the Project tools and environment	Foundation Tenant Service Plan	Workday	
Complete training to support the Workday deployment	Customer Training	Customer	
Develop Project Plan and Tenant management plan and begin Project work streams including reporting, integration, testing, and data conversion	Project Plan and Project Kickoff	Workday	Customer
Gather and upload Professional Services Data to the File Transfer Server.	Professional Services Data	Customer	
Build Foundation Tenant	Foundation Tenant	Workday	
Plan Stage Completion	Stage completion confirmation	Workday	Customer
Conduct Foundation Alignment Sessions	Updated Foundation Tenant	Workday	Customer
Conduct Customer Confirmation Sessions	Updated Foundation Tenant	Workday	Customer
Validate configurations and Professional Services Data	Customer Test Scenarios and Issues Log	Customer	
Develop integrations	Integration Build	Workday	Customer
Provide an updated set of Professional Services Data	Professional Services Data	Customer	
Develop User Readiness Plan	User Readiness Plan	Customer	
Customer creates test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer Test Scenarios	Customer	
Architect & Configure Stage Completion	Stage completion confirmation	Workday	Customer
Testing	Testing and Go-Live Checklist Sign-off	Customer	
Plan for cutover from legacy system	Cutover plan	Customer	Workday
Change Management and Training Program	Plan and execute Change Management program to support end-user adoption	Customer	Workday
Test Stage Completion	Stage completion confirmation	Workday	Customer
Execute the training strategy	End User Training	Customer	
Provide updated, clean data	Professional Services Data	Customer	

Activity	Output	Responsible Party	Secondary Responsible Party
Go Live (first move to Production)	Go-Live Authorization	Customer	
Deploy Stage Completion	Stage completion confirmation	Workday	Customer
Post-Production data updates and final conversion	Production Tenant	Customer	Workday
Provide support during the initial Production period	Production Support	Workday	
Post-Production Support Stage Completion	Stage completion confirmation	Workday	Customer

4.1 Post-Production Support.

Workday Post-Production Support begins once the Workday Service has been moved into Production use. Workday will provide part-time Consulting and Engagement Management support to answer questions about the use of the Workday Service. Upon completion of the Post-Production Support period, excluding any outstanding Change Orders, the SOW is considered to be completed.

The Post-Production period will include:

Launch Package	Post-Production Support Period
Launch HCM	First four (4) weeks following move to Production use

5. General Assumptions.

The Professional Services Fees and timeline for this Project are conditioned on the General Assumptions set forth below and the other assumptions set forth in this SOW. If any of these assumptions are not met, Workday will advise Customer in writing (an email will suffice for this purpose). Each party will promptly remedy any unmet assumption for which it is responsible.

5.1 Project Assumptions.

- Each party will assign a Project Manager to manage such party’s roles and responsibilities for the Project, and a representative to a “**Steering Committee**” comprised of team members from each party as noted in the Staffing – Project Roles and Responsibilities section (or their respective designees).
- Issues that cannot be resolved by the Project teams in a timely manner will be escalated to the Customer Project Manager and Workday Engagement Manager then, if not resolved, to the Steering Committee.
- Workday will track all Project issues within a consolidated risk and issues log and assign a person responsible for issue resolution, and log a proposed resolution date for each issue. The Project team will escalate those issues that it cannot resolve as set forth herein.
- Customer is responsible for granting Tenant or Instance access to all Project members, including administrator access, as reasonably required to perform the Professional Services.
- Workday will perform all Professional Services remotely except for specific activities where travel is mutually agreed to in writing. Customer will provide adequate workspace and network connections when Professional Services are performed at an onsite location.
- Workday will perform Professional Services during common business hours in the location where such services are performed, excluding holidays as observed by the parties.

- Customer will timely provide knowledgeable and appropriate resources to actively participate in all required Project activities. Customer understands that certain Project meetings and activities may occur in US-based time zones.
- Customer is responsible for the timely coordination of internal resources and external vendors necessary to timely perform all required activities in this SOW. Customer is responsible for timely obtaining and maintaining all licenses and other agreements with its third-party service providers and other suppliers required for Workday to perform the Professional Services.
- Customer will develop and deploy a Production support model, including defining roles and responsibilities, processes, and internal service level agreements between Customer teams.
- Customer will ensure that its resources timely complete all Workday-required training for their respective roles prior to the commencement of the appropriate stage. This SOW does not include any Workday-required training courses, which Customer may purchase from Workday by separate agreement.
- The pricing and schedule set forth in this SOW are based on using Workday-provided systems, tools, and devices. Any use of Customer-provided systems, tools, or devices must be pre-approved in writing by Workday, in its sole discretion, and are subject to a Change Order and PSA amendment.
- Delays caused by incorrect or incomplete Customer-provided information and Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees.
- Customer's delay or failure to meet its obligations may result in a pause in performance until the parties have reached mutual agreement.
- All Professional Services, Deliverables, agreements, communications, and documentation will be written, executed, and/or delivered (as the case may be) in the English language. Any translation into any other language will be at the discretion and cost of Customer.
- Customer chooses how the Service is configured to meet its business and legal needs, and Customer understands that it is responsible for determining if its chosen configuration and use of the Service complies with Law. The foregoing does not modify or limit Workday's obligations set forth in the UDPE or other data processing agreement between the parties.
- Any services, activities, product features, functionality, or configurations not expressly listed in this Appendix 3 are not in scope for this Appendix 3. The parties agree that no additional Professional Services or Deliverables are implied under this SOW.

## 5.2 Deployment and Scope Assumptions.

- Workday will not perform any fit-gap or deep-dive review or analysis of Customer's business requirements. Customer will have knowledge of and/or provide documentation that reflects its existing business processes (e.g., hiring, termination).
- Foundation Alignment Sessions do not constitute a "design" of delivered business processes - instead they are intended to review the delivered pre-configuration and modify the existing configuration to support Customer requirements, provide knowledge transfer, and validate Customer Data or Professional Services Data to support the Launch program configurations.
- The number of deployment Tenants and/or Instances made available to Customer without charge is governed by the Workday Deployment Tenant/Instance Pricing Policy, currently set forth in Workday Community. If additional Tenants and/or Instances are required to support the Project, additional fees will apply.
- Customer agrees to utilize a consistent Workday's business process framework for the entire organization until Post-Production, and Customer will acquire additional Professional Services to make any desired configuration changes or make the configuration changes itself.
- All pre-configurations and business processes will be based on the Workday Launch Program.

- Customer will leverage the delivered security roles (including proxies), with no changes to existing security roles or creation of custom security roles unless otherwise noted in this Appendix 3 until Post-Production. If Customer requires additional changes, a review of the impact to the Project scope and fees will be needed. Workday will provide the relevant knowledge transfer.
- Data masking and data scrambling is not part of the scope for this deployment.
- Customer will assume responsibility for the functional and technical configurations of the Workday Service as part of Post-Production with full responsibility at time of Project closure.

### 5.3 Testing Assumptions.

- Customer is responsible for assigning a Test Manager to drive and oversee the Testing stage.
- Workday will provide standard test scenarios to be used as a foundation; however, Customer team will develop detailed test scenarios based on Customer's user requirements and system configuration. Customer will lead testing and sign off on the final configuration prior to the move to Production. Workday will support issue resolution to Customer's testing efforts.
- All configuration decisions will be finalized and unit tested during the Architect & Configure stage
- Configuration freeze will be implemented at the end of Unit Testing (prior to E2E tenant build). Further changes to "passed" unit testing configuration will be deferred to post go-live and addressed by Customer.
- Workday will provide guidance and assistance to Customer's Test Manager and test team during test execution of each of the test cycles.
- Workday will assist Customer to prioritize the severity of the defects and timely assign them for resolution.

### 5.4 Data Conversion Assumptions.

- Customer is responsible for extracting data from Customer's source systems.
- Customer is responsible for populating and supplying data in the Workday-prescribed format and is responsible for ensuring data is cleansed and duplicate values removed.
- Once the data is loaded, Customer is responsible for verifying the accuracy of the data in the Tenant.
- Workday will provide Customer with data conversion templates and requisite training to populate Professional Services Data. Customer is solely responsible for the data extraction. Workday will transform and load the data into the Tenant in accordance with the scope specified as part of the Data Transformation Service, and as governed by the data conversion strategy shared and reviewed during the Plan and Architect & Configure stages. Refer to the Appendix [5] in the SOW for a detailed description of the Data Transformation Service.
- Workday tenant builds take 3 weeks upon receiving the conversion workbooks.
- Workday will convert current records for all active and terminated Customer employees for the current calendar year.
- Customer is responsible for any additional data conversion beyond the scope set forth in this SOW, including any data catch up activities.
- Additionally, Customer may purchase Workday's Data Transformation Service. Refer to the Appendix 5 in the SOW for a detailed description of the Data Transformation Service.
- Customer will establish and determine processes to create a static copy of its legacy system(s) to provide source data extracts and a reference point for comparison for each Tenant build.

### 5.5 Integration Assumptions.

- Workday will design, configure, unit test, and/or deploy integrations where Workday is the Responsible Party in the Integrations In Scope table above. Similarly, Customer is responsible for the design, development, configuration, and unit testing of integrations where Customer is the Responsible Party.
- Customer will timely make available appropriate technical and functional resources to assist with discovery, design, data mapping, data validation, testing, and deployment activities for each integration. Workday will make reasonable attempts to complete the integrations in scope but is not responsible for delays caused by Customer.
- Any changes to specified Workday Integration Template(s), associated complexity, Responsible Party, build schedule, or overall scope outlined herein that results in a material change to the total hours or number of Deliverables allocated in this SOW will result in an impact to the Project scope and fees.
- Customer is responsible for data quality required for integrations to operate successfully, including responsibility for loading data into third party applications, if required, unless otherwise noted in the Integrations In Scope table below.
- Customer is responsible for testing all integrations, regardless of type, including, but not limited to, data verification. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to go-live.
- Any unit testing performed by Workday is for basic fit and format only and does not include detailed functional scenarios, which will be performed by Customer during end-to-end-testing.
- Use of any Configured Integration assumes Customer and its vendor requirements fit within Workday's standardized integration. If a Configured Integration does not meet the vendor or Customer requirements or is not available at time of deployment, the parties may agree to deploy a Developed Integration.
- Customer will lead interactions with third party vendors and/or internal system owners required to deploy integrations hereunder. Customer will also coordinate timely responses from and secure data transfer and integration testing with all vendors (and internal systems).
- If Customer determines a change is required to its internal platform, Customer assumes responsibility for such changes, which are not included in the scope of this SOW. Please note: Workday Professional Services consultants are not trained on third party applications or technology platforms.
- Customer is responsible for timely obtaining subscriptions and/or establishing contracts required from third party providers in time to engage with the vendor for design and delivery of the integration.
- Customer assumes operational responsibility and configuration for all integrations after go-live, including monitoring, troubleshooting, and deploying and testing updates.
- Unless expressly agreed by the parties herein, each Workday-provided integration will be a delivery of one file to one end-point.
- Customer will provide an SFTP server or an appropriate endpoint for integration file exchange during the Project.

### 5.6 Integration Assumptions - Technical Services Standards:

- Technical Services Standards are intended to be implemented with minimal or no need for modification, in lieu of developing a custom integration, because they are preconfigured technical solutions with defined functionality and deployment approach.
- The functionality of each Technical Services Standard, the extent to which they may be adjusted, and the scope of adjustments, is described in the Technical Services Standards Terms.
- If any Technical Services Standard specified in the SOW does not fit the need of the Customer and/or requires modifications not expressly described in the Technical Services Standards Terms, then a review of the Project scope will be required.

- Customer will determine the desired configuration of each Technical Services Standard in scope during deployment and complete all applicable Customer tasks required to implement same.
- Unless expressly agreed by the parties in this SOW, Workday will deliver and deploy the Technical Services Standards to the Tenant; with Customer's written approval, migrate the solution to Production; work with Customer to resolve defects as provided herein; and provide knowledge transfer Services to Customer.

**6. Project Risks.**

- Change Management is critical to the success of any deployment. Customer must identify a change management leader early in the Project to ensure that communication and education relating to the Service is provided. Workday will support Change Management as specified in Appendix 4, if these additional add-on Services have been purchased by Customer.
- Participation of Customer business process decision makers, subject matter experts and business analysts is vital to the success of the Workday Service deployment. Customer must identify individuals from each geographic area, country, and/or business unit who possess the correct business knowledge, process knowledge and/or industry knowledge to participate on the Project team.
- Timely decision making is critical to the progress and ultimate success of the deployment. When a decision cannot be made through consensus, the Project management team must escalate the decision through Workday's Engagement Manager and Customer's Executive Sponsor to avoid impacts to timeline and costs.
- Many Project delays can be attributed to Customer's challenges in cleaning and converting its data to load into the Service. Customer must prioritize this activity to avoid impacts to timeline and costs.

**7. Functional Scope.**

The table(s) below lists the functional and technical scope that are included as part of this SOW. Any functional or technical details not listed below are out of scope for this SOW.

Foundation	
Description	Scope
Foundation Features	Payment Elections & Associated Rules
	Pre-Packaged Business Processes
	Workday Assistant (With ISA Opt In)
	Standard Notification Templates
	Delivered notifications
	Workday Today home page with 4 standard cards
Organizations	Organizational Management

Foundation	
	Staffing Management
	Up To 15 Companies and Company Hierarchies
	Supervisory Organization and Hierarchy
	Cost Centers and Cost Center Hierarchy
	Up to 2 Custom Organizations and Hierarchies
	Locations and Location Hierarchy
	Region and Region Hierarchy
	Pay Groups
Security	Multi-Factor Authentication
	Delivered User and Role Based Security Groups
Setup	English Language Support
	Global Address Localization
	Mobile
	Currencies
Worker Data	Contingent Worker Types
	Personal Information
	Contact Information
	Position and Job Profile Assignment
	Employee Types
Reporting	Standard Dashboards & Analytics
	500+ Delivered Reports

Foundation	
Foundation	Custom Reporting – see custom report scope table below

HCM	
Description	Scope
Compensation	Basic Compensation Management
	Compensation Package
	1 Salary Plan
	1 Hourly Plan
	1 Period Salary Plan
	Up to 5 Allowance Plans - excluding Reimbursable Allowance Plans (unless Expenses in scope)
	Up to 15 One Time Payment Plans
	Worker Profile: Total Rewards Statement without Payroll results
	1 Shell Commission Plan
	Delivered Compensation Basis
	1 Delivered Wage Theft Notice and one additional configurable Wage Theft Notice - US Only
Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)
	Position Management Staffing Model
	Management Types & Management Level Hierarchy
Onboarding	Up to 15 static documents for Hire / Onboarding Review
	Custom Onboarding Bulletin Worklets – up to 2 customized bulletin worklets including up to 5 content items in each
	Custom Onboarding Templates (up to 2 templates)

HCM	
	I-9 Functionality
	Announcements - 1 for onboarding
Organization	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and Associated Hierarchies
	Up to One Exit Survey questionnaire with up to 20 questions, routed to existing security group - excluding custom reporting of responses
	Retiree Organization and 2 related Business Processes
Setup	Event Categories and Reasons
	Employee and Manager Self-Service
	Worker Types
	Tenant Branding
	Skills Cloud (With ISA Opt In)
	Headquartered (HQ) Country Operations Only
	Support for Third Party Payroll
Worker Data	Personal Data, Contact Information, ID Information
	Emergency Contact Information
	Employee Photos
	Delivered Service Dates
	Shifts
	Education
	Job History
Reporting	Introduction to Workday standard HCM reports
	Turn on Reporting Administrator and Workforce Composition dashboards

HCM	
	Reporting Workshop - How to Edit Standard Reports.
	Report Development, Unit Testing and Defect Fixing of up to 5 basic reports (No Forms or extensive Calculated Field Requirements)
	Report Knowledge Transfer Session
	Report Migration Support
Modifiable Business Processes	Hire Employee
	Create Position
	Request One Time Payment
	Contract Contingent Worker
	Onboarding: 1 for New Hires and 1 for Job Changes
	Termination
	Change Job
	Request Compensation Change
	End Contingent Worker Contract
	Onboarding Setup
Data Conversion	Up to 3500 Active FSE Employees or Contingent Workers Including Current Personal Data, Current Contact Data, and Current Job Record
	Terminated employees who received payment in the current year, and contingent workers with contracts ended in the current year (Using Worker Object)
	Up to 7,000 Additional Terminated Workers (Using Former Worker Object)
	Includes Loading of Employee Photos
	Attachment of Third Party Documents out of Scope
	Compensation – Current Compensation Data and Compensation effective as of Benefits effective date

HCM	
	Unlimited Job and Compensation History (Using "Previous System History")

Absence	
Schedules and Calendars	Up to 5 Holiday Calendars
	Up to 2 Work Schedule Calendars
	Absence Third Party Calendar (Microsoft Outlook or Google Calendar) - Functional Configuration Only
Leave of Absence Types	Up to 10 Leave Types
Time Off Plans	Up to 15 Time Off Plans (Up to 10 with Accruals)
	Multiple Jobs Functionality (Absence) - Any Volume
Modifiable BPs	Correct Time Off
	Assign Work Schedule
	Request Leave of Absence
	Request Return Leave of Absence
	Request Time Off
Data Conversion	Time off Balance Conversion Included
	Active Leaves for the Previous 12 Months
	Time Off Event Conversions Excluded

Benefits	
Description	Scope
Setup	Benefits for Headquartered (HQ) Country Operations Only
	Benefit Groups (including Eligibility Rules)

<b>Benefits</b>	
	Benefit Defaults
Plans	Administer Benefits for most commonly offered plan types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent, Health Care), Health Savings Accounts, Retirement Savings (401k), and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care)
	Up to 50 Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)
	Individual Rates
	Benefit Annual Rates
	Up to 3 Plan Year Definitions (current year, subsequent year, ongoing plans)
	Healthcare Election Guidance - Configure expanded plan details for up to 5 Healthcare Plans
Enrollment	Cross Plan Enrollment Rules
	Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)
	1 Enrollment Event Rule
	Passive Event Rules
	Open Enrollment
	Enrollment Instructions
Evidence of Insurability	Manage Evidence of Insurability
Affordable Care Act	Core ACA Functionality: ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports
COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
Retirees	Up to 1 Retiree Organization
	Up to 1 Retiree benefit group utilizing a shared plan (does not include Medicare)
Modifiable Business Processes	Change Benefits for Life Events
	Change Benefits

Benefits	
	Dependent Event
	Passive Event
Data Conversion	Current Benefit Elections
	Medical History for Current Year for ACA Reporting
	ACA Worker Hours and Wages
	Dependents & Beneficiaries
	Benefit Annual Rates

Payroll (United States)	
Payroll (United States)	Payroll Admin - Activities to support set up and testing of third-party payroll –

Learning	
Description	Scope
Security Groups	Security Groups (Up to 4 security groups excluding topic and course segmented security groups)
	Topic and Course Segmented Security (up to 10 segments with 10 supporting security groups)
Setup	Learning Configuration on Edit Tenant Setup tasks
	Configure Learning Dashboards (Learning, Learning Administrator, My Team's Management, My Library, Learning Trainer, Home)
	Topics (Up to 10)
	Custom Learning Slider (Up to 1 custom slider and 1 associated custom search).
	Internal Learning Instructors (Up to 50)
	Learning Assessors (Up to 50)
	Campaign Audiences (Up to 8)

<b>Learning</b>	
	Campaigns (Up to 8)
	Workday Outlook Integration for Instructor Led Content
	Custom Notifications (up to 8)
	Reason Codes for Drop Enrollments, Cancel Learning Enrollments, Cancel Course Offerings (Up to 5)
	Prerequisites (Up to 5)
	Equivalencies (Up to 5)
	Learning certifications - Up to 1 certification, customer to configure additional
	Validation Rules (up to 5)
Transformation	Learning Transformation Survey – Workday will conduct a Learning Transformation survey for both employees and managers. The customer will determine the appropriate audiences to participate in each survey. The survey will take participants approximately 5 minutes to complete.
	Transformation Workshop Pre-reads – Upon completion of the Learning Transformation survey, Workday will create a summary of the survey results and create a package of pre-reads to be sent prior to the Transformation Workshop. The package of pre-reads will include a summary of the survey results, as well as WD best practices and industry insights to help the customer generate ideas and opportunities as they begin to rethink the learning model.
	Transformation Workshop – Workday will conduct a half-day, onsite workshop to help the customer begin to build the foundation for a new learning model, including a learning vision, learning strategy guiding principles, learning goals and learning impacts. Additionally, WD will help the customer identify and sequence learning operational priorities for the near and long-term.
	Transformation Deliverables – At the conclusion of the workshop Workday will consolidate all of the notes from the session and create a deliverable package based on the workshop outcomes.
Modifiable Business Processes	Manage Lesson
	Manage Course
	Manage Course Offering
	Enroll in Content
	Drop Learning Enrollment
	Manage Program

Learning	
	Manage Equivalency Rule

Recruiting	
Description	Scope
Setup and Features	Internal Application
	Auto Disposition Candidate's Other Job Applications
	Auto Unpost Jobs
	Task Consolidation for Review Offer
	Job Requisition Management
	One Time Payment for Offers
	Simple Referral
	Evergreen Requisition Management
	Candidate Screening
	Candidate Review
Career Site Configuration	Candidate Home
	1 Internal and 1 External Career Site
	1 Internal Career Site for Contingent Workers
	External and Internal Candidate Job Alerts (delivered template without customization)
	External Career Site Privacy Policy
	Configurable Candidate Consent
	Prospect Introduce Yourself on External Career Site

Recruiting	
Configurable Content	Workday Documents – 1 document template to capture Internal/External dynamic offer letter variations including: -Simple letter header including company logo and footer (note this will appear on all pages of the offer letter) -Up to 10 conditional paragraphs (may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion) -Up to 2 static document attachments for candidate offer review
	Up to 2 Internal and Up to 2 External Application Questionnaires (each questionnaire with up to 10 questions)
Integrations	Guidance of Apply with LinkedIn
	Guidance for Workday Outlook or Google Calendar Interview Scheduling integration
Security	Delivered Primary Recruiter Security
	Prospect Management
	Candidate Pool functionality
Setup	Assessments
	Background Check
	Interview Management
	Interview Ratings
	Candidate Endorsement
	Configurable Section Headers and Instructional Text on Job Application Templates
	Duplicate Management (delivered framework)
	Parallel Stages
	Job Requisition Categories and Reason
	Notification Designer - Up to 1 simple custom notification template
	Delivered User and Role Based Security Groups
	Autocomplete on Staffing business processes
Reporting	Delivered Recruiting Standard Reports

Recruiting	
	Candidate Grid (delivered)
	Job Requisition Workspace
Modifiable Business Processes	Job Application (1 Dynamic Workflow)
	Offer
	Job Requisition
Data Conversion	100 Open Job Requisitions and Corresponding Open Positions
	Open Positions Not Associated with Job Requisitions Excluded
	Candidate Conversion Excluded (both active and historical)
	Prospect Conversion Excluded

Talent Optimization	
Description	Scope
Performance	Development Items
	Goals
	Up to 30 Competencies: Includes behavior setup and association to Job Profiles, Management Level, and/or Job Family
	Check-Ins
	Up to 3 Performance Review Templates
	Anytime Feedback
Succession	Succession
	Assess Potential
	Assess My Team's Potential

Talent Optimization	
	Up to 50 Positions for Succession: includes Readiness setup
Talent Core	Career Interests
	Job Interests
	Relocation Preferences
	Travel Preferences
	Career Profile
	Talent Profile/Skills
	Mentors and Connections
Calibration	Calibration is Specifically Excluded
Modifiable Business Processes	Start Performance Review
	Complete Self Evaluation for Performance Review
	Complete Manager Evaluation for Performance Review
	Give Feedback
	Set Review Content for Performance Review
	Manage Goals
	Assess Potential
	Manage Mentorship
	Manage Succession Plan
	Manage Competencies
Manage Interests	
Data Conversion	No Goal History

Talent Optimization	
	No Transactional History
	No Prior Performance Reviews

Time Tracking	
Description	Scope
Alerts and Validations	Up to 3 Alerts
	Up to 10 Time Entry Validations
Schedules and Calendars	Holiday Calendars
	Up to 5 Work Schedule Calendar Rules
	Up to 10 Work Schedule Calendars
Security	Up to 2 Security Groups to Support Employee Self Service and Manager Self Service
Time Calculations	Up to 15 Time Calculations
	Multiple Jobs Functionality (Time Tracking)
Time Entry	Up to 6 Time Entry Templates
	Up to 8 Time Entry Codes
Reporting	Time and Absence Dashboard
	Review Time Task
	Edit and Approve Time Task
Modifiable Business Processes	Assign Work Schedule
	Enter Time
	Reported Time Batch Event
Data Conversion	Excluded from the Scope for Go-Live

People Analytics	
Description	Scope
Setup	Workday will deploy the People Analytics functionality in Customer's implementation tenant.
	Workday will migrate the People Analytics functionality to Customer's Production tenant.

Prism		
Description	Scope	
Total Rewards Statement	Consolidate external compensation and rewards (commission, benefits, allowances, bonuses, etc.) with Workday compensation and rewards for a complete view. Workday Professional Services will help customer complete pre-configured templates and Workday Prism Analytics pre-built functionality as mutually agreed by the parties and within the parameters of the scope components listed below. The configuration of each component listed below will be designed during the early stages of the project.	
	Data Sources	Customer will populate the below Excel templates, including the specified required fields: <ul style="list-style-type: none"> <li>• External Compensation</li> <li>• External Rewards File</li> </ul>
	Transformations	Simple Functions e.g. string functions, Filter, Join, Union
	Reporting	BIRT Report: Total Employee Rewards Statement
	Security	Row Level
	Customer Participation	Customer will populate and provide the Excel templates, including the specified required fields
	Worker History	Data Sources
Transformation Complexity		Complex <ul style="list-style-type: none"> <li>• Complex Functions, e.g. Case Statements, Filter, Join, Union</li> </ul>
Reports / Visuals		Up to 4 reports; Customer to define visuals

Prism		
	Data Source Security	Row, Column
	Customer Participation Level	Medium

Other	
Other	Project Pre-planning support
	Project Pre-planning support

Unions	
Description	Scope
HCM	Union membership tracking for up to 5 unions
	Loading of union membership for up to 5 unions
	Union service date tracking (manual maintenance)
	Up to 15 Compensation Grades with manual step progression
Time Tracking	Up to 5 additional Time Calculation Groups and up to 10 additional Time Calculations specifically to cover union Time Tracking requirements

Advanced Services Scope Statement	Description
Data Transformation Services	With Workday Data Transformation Services, Workday Data Conversion Consultant(s) partner with the customer project team to own the data transformation process. This reduces customer effort, improves data conversion quality, and reduces project risk. See the Statement of Work Appendix 5 for full details.

**8. Integrations.**

8.1 Integrations Scope.



This section describes the integrations to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date.

## 8.2 Integration Classifications.

**“Configured Integrations”** describes the productized connectors developed and supported by Workday that exist as Workday Integration Templates (as defined below) in each Tenant and are licensed to customers for use with the Workday Service. Configured Integrations require only configuration to deploy; no customization of the Configured Integration is required or performed. An explanation for each Configured Integration can be found in Workday Product Documentation by searching for the name of the applicable Workday Integration Template.

Configured Integrations (including Workday Integration Templates) are supported by Workday, irrespective of who configures them, as a Workday Service support obligation, except that the SLA and Service Level Credits will not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces.

**“Developed Integrations”** describes all other integrations, including any Custom Integration (if such term is defined in the PSA), that are developed by Customer, by Workday (other than a Configured Integration), or by a third party, including Workday's software partners. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer's Tenant public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

Integrations delivered by Workday hereunder may include a combination of one or more Configured Integration(s) and Developed Integration(s), as identified in the Integrations in Scope table below.

## 8.3 Integration Support.

Configured Integrations and Workday Integration Templates. Workday provides ongoing support for Configured Integrations and Workday Integration Templates in accordance with Workday's current Production Support and Service, irrespective of who configures them, except that the SLA and Service Level Credits will not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party. Customer (or its third-party provider) is responsible for testing and supporting all Configured Integrations.

Developed Integrations. Developed Integrations are not part of the Workday Service and are not supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for testing and supporting all Developed Integrations.

## 8.4 Integrations in Scope.

The table below lists anticipated number and associated complexity of the Integration effort to be developed by Workday.

Workday Developed Integrations

Workday Integration Solutions	Complexity	# of Deliverables
Technical Services Standards Plus	Minor	1
End to End Connectors	Minor	3
Connector	Low	1
EIB / DT / BIRT	Moderate	24
Workday Studio	High	9
<b>Total # of Deliverables</b>		<b>38</b>

**9. SOW Scope Exclusions**

The following application components are excluded from the scope of this SOW. Customer may choose to implement these Project components to which Customer has subscribed at its discretion following the initial Project phase described in this SOW. Any additional scope would necessitate a separate SOW with an associated cost.

9.1 Product/Functionality.

- a. Any functional domain not expressly included in the Functional Scope tables above are not in scope.

9.2 Integrations.

- a. Any integration not expressly included in List of Integrations in Scope table above is out of scope.

**101. Staffing – Project Roles and Responsibilities.**

10.1 Workday Roles.

Workday will assume responsibility for the following roles and tasks. Please note that multiple roles may be fulfilled by a single Workday resource.

Team Member	Key Responsibility
<b>Executive Sponsor</b>	<ul style="list-style-type: none"> <li>• Confirms that the appropriate Workday resources are available for the Project and works with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner.</li> <li>• Serves on the Steering Committee.</li> </ul>
<b>Engagement Manager</b>	<ul style="list-style-type: none"> <li>• Manages the Project including directing Project activities based on the Project Plan.</li> <li>• Provides status updates to both Workday and Customer team.</li> <li>• Serves on the Steering Committee.</li> </ul>
<b>Foundation Tenant Services Consultant(s)</b>	<ul style="list-style-type: none"> <li>• Engaged in all activities and Deliverables related to the initial Foundation Tenant</li> <li>• Responsible for providing Workday functional and technical knowledge and expertise on deployment activities and Deliverables</li> </ul>
<b>Change Management Consultant(s)</b>	<ul style="list-style-type: none"> <li>• Provides change management role onboarding training for Customer Change Lead. Also provides guidance and advisory support for Change Management deliverables as detailed in Appendix 4</li> </ul>

Team Member	Key Responsibility
<b>Test Lead</b>	<ul style="list-style-type: none"> <li>Guides the Customer Test Manager and team in the testing management process for the Workday deployment, including testing of functional configuration, business process, integrations, data conversion, and reporting. The Test Lead will guide Customer and the Project team through the Workday methodology test cycles and approach; facilitate the test workshops and co-facilitate the testing kick-off with Customer; and provide assistance to Customer in developing test plans, test calendars, and in managing testing activities for unit, end-to-end, user acceptance, and other Workday test cycles. The Test Lead services do not include Workday Adaptive Planning test support.</li> <li>Test Lead roles and responsibilities include advising and coaching the Customer Test Manager in managing test planning, test scoping, testing strategy and plans; performing knowledge transfer to Customer; and providing reasonable assistance and guidance to Customer as it develops testing documents and manages test execution and defect resolution.</li> </ul>

10.2 Customer Roles.

Customer will assume responsibility for the following roles and tasks. Please note that multiple roles may be fulfilled by a single Customer resource.

Team Member	Description of Role
<b>Executive Sponsor(s)</b>	<ul style="list-style-type: none"> <li>Responsible for championing the Project and accountable for budget</li> <li>Provides appropriate resources for Customer obligations</li> <li>Resolves escalations as needed</li> <li>Commits to attending Steering Committee meetings</li> </ul>
<b>Project Manager(s)</b>	<ul style="list-style-type: none"> <li>Co-manages Project Plan with Workday</li> <li>Manages and ensures timely participation of Customer resources</li> <li>Manages issues and decision logs. Escalates as needed</li> <li>Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders</li> <li>Responsible for all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments</li> <li>Serves on the Steering Committee</li> </ul>
<b>Change Management Lead and Support Resources</b>	<ul style="list-style-type: none"> <li>Manage completion of change management activities</li> <li>Identify and engage support resources including communications, training, change network participants, etc.</li> <li>Provide insight on Customer relationships, stakeholders, culture, and other institutional knowledge of Customer</li> <li>Manage the internal review and sign-off of change deliverables</li> </ul>

Team Member	Description of Role
<b>Production Preparedness Lead(s)</b>	<ul style="list-style-type: none"> <li>Responsible for the planning and execution of all elements of the Production Preparedness Work Plan.</li> <li>Primary point-of-contact for consulting sessions with Workday Consultants</li> <li>Coordinates and assembles Customer and third-party resources for decision-making and documentation activities.                             <ul style="list-style-type: none"> <li>Customer may choose to name multiple leads as needed, such as FIN, HCM and/or IT leads if multiple teams will support the system.</li> </ul> </li> <li>Customer Leads function in dual project roles if necessary.</li> </ul>
<b>Functional Leads/Subject Matter Experts</b>	<ul style="list-style-type: none"> <li>Responsible for identifying, cleansing, and validating data to be converted</li> <li>Tests business processes and configuration</li> <li>Develops Customer-specific training and documentation</li> <li>Provides functional knowledge and expertise on business processes, data mapping, organizations, and system configurations</li> <li>Escalates to the Project Managers issues that may impact the Target Go-Live Date</li> </ul>
<b>Integration Leads</b>	<ul style="list-style-type: none"> <li>Provides technical knowledge and expertise on Customer's business processes, data mapping, organizations, and system configurations</li> <li>Develops Customer-provided integrations identified in SOW (if any)</li> </ul>
<b>Workday Administrator(s)</b>	<ul style="list-style-type: none"> <li>Workday "Tier 1" support when in Production</li> <li>Point of contact for the Workday Production Support team</li> <li><b>Security Administrator:</b> maintains Customer's security configuration</li> <li><b>Business Process Administrator:</b> manages Customer's business processes</li> </ul>
<b>Test Manager</b>	<ul style="list-style-type: none"> <li>Oversees the Test Stage, Customer's testing strategy, resource plan, scenario tracking and reporting.</li> <li>Creates testing strategy document to support testing cycles, including roles and responsibilities, testing schedule and process for managing testing execution and issue resolution.</li> </ul>

The staffing guidelines listed below account for project management and functional lead (as well as support and business analyst) roles on a Workday Launch project. It is important to note that these are guidelines and the estimates can shift down if the resources assigned are knowledgeable about the customer processes & goals, are empowered to make quick decisions, and are proficient with adopting new technology, ERP deployments and testing. The estimates can increase; however, if the resources assigned require decision by consensus, or multiple levels of approval for decisions and/or are not knowledgeable about the current process and future state goals and are less proficient with adopting new technology, ERP deployments and testing.

The staffing guidelines do not account for additional staffing roles that a customer needs to provide for things like: Change Management, Testing Lead/Coordinator, User Training, Outreach, etc. These roles are also critical to the success of the project and need to be allocated appropriately.

The following table includes Workday's standard estimates for customer Full Time Equivalent (FTE) requirements for a Launch project.

HCM/PAY				
	Plan	A&C	Test	Deploy
HCM/Onboarding	0.5	0.75	0.75	0.75
Benefits	0.5	0.75	0.75	0.75
Compensation	0.1	0.25	0.25	0.25
Time Tracking	0.1	0.5	0.5	0.5
Absence	0.5	0.5	0.5	0.5
Recruiting	0.1	0.75	0.75	0.75
Talent Optimization	0.2	0.7	0.7	0.6
Learning	0.2	0.4	0.4	0.4
People Analytics	0.2	0.2	0.2	0.2
Prism	0.2	0.2	0.2	0.2
<b>Total</b>	<b>2.6</b>	<b>5</b>	<b>5</b>	<b>4.9</b>

<b>Project Manager</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Test Lead/Coordinator</b>	<b>0.2</b>	<b>0.75</b>	<b>1</b>	<b>0.1</b>
<b>Change Management Lead</b>	<b>0.25</b>	<b>0.75</b>	<b>0.75</b>	<b>0.75</b>
<b>Production Support Manager</b>	<b>0.1</b>	<b>0.2</b>	<b>0.2</b>	<b>0.2</b>

Tech	
Reporting	Tech roles will vary based on number of reports, integrations, etc... and assignments between Workday and Customer
Integrations	
Conversion	

**Appendix 4  
Description of Workday Change Management Professional Services**

Workday’s Organizational Change Management (OCM) Advisory service level is outlined below and describes the OCM deliverables and activities as well as delineating responsibilities between the Workday OCM project team and the Client OCM team.

This list represents the high-level activities and deliverables for the Change Approach to support the Workday Platform. The hours estimated for the Workday OCM resources covers the activities and work outlined in the chart below for the implementation. Detailed activities and assignments will be finalized as part of the OCM Project Planning Activity listed in the Plan phase below.

Change Management Activities and Ownership

Activity	Workday Consultant(s)	Customer Change Lead & Change Support Resources
OCM Discovery and Operating Routines	Assess client background materials (organization charts, current state documentation, etc.), participate in alignment sessions, establish OCM team roles and responsibilities, establish file sharing structure, and schedule recurring workstream meetings.	Provide background materials and coordinate/participate in discovery and alignment sessions. Participate weekly Change Management Project workstream meeting and contribute to agenda planning.  Prepare and deliver Change Management Project workstream report-outs on internal Project Team meetings, PMO and Steering Committee.
Workday Readiness Workshops	In collaboration with Workday EM and Client OCM Lead, develop and lead onboarding workshops for project team functional leads and SMEs to prepare the team for life on a Workday implementation.	Partner with Workday OCM Lead to review, edit, and deliver content to the project team. Identify attendees and coordinate scheduling.
OCM Timeline and Activities	With input from client, draft the OCM timeline and major milestone activities and incorporate into the overall project plan as appropriate	Contribute to, review, and approve the OCM timeline and associated activities
Organizational Assessment	Lead and partner with client’s OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	Partner with Workday OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change
Sponsor Assessment	Identify and assess the traits of the primary change sponsor(s) accountable for the change.	Partner with the Workday OCM Lead to identify and assess the primary sponsor(s) accountable for the change.

<p>Change Impact &amp; Stakeholder Identification Summary</p>	<p>Advise on approach and provide execution of stakeholder interviews; Conduct up to 20 stakeholder interviews and summarize results (themes, risks, and opportunities)</p> <p>Advise on approach to complete change impact activities and develop summary of impacts by persona</p>	<p>Contribute to stakeholder interview approach, schedule and conduct any additional stakeholder interviews as necessary, and analyze/summarize results (themes, risks, and opportunities).</p> <p>Lead the change impact activities and develop summary of impacts by persona</p>
<p>Communications Channel Analysis</p>	<p>Advise and partner with client's OCM Lead to assess communication needs, channels, and ability to deliver key messages to determine the communication effort required to support the transition to future state.</p>	<p>Partner with the Workday OCM Lead to inventory and evaluate organizational and departmental communication needs, channels, and information flow.</p>
<p>Risk &amp; Resistance Assessment</p>	<p>Advise and partner with the client's OCM Lead to determine and anticipate identifiable risks to the proposed change</p>	<p>Partner with Workday OCM Lead to determine and anticipate identifiable risks to the proposed change</p>
<p>Change Management Strategy</p>	<p>Develop the initial OCM strategy for the project based on client scope, review with client and secure alignment and approval</p> <p>Recommend Change Management tasks to include in overall Project Plan</p>	<p>Partner with Workday OCM Lead as resource in the development of the initial OCM strategy for the project, obtain approval, and readout to project team and project leadership.</p>
<p>Stakeholder Engagement Plan</p>	<p>Partner with the client's OCM lead to develop the initial engagement approach and plan</p>	<p>Partner with Workday OCM Lead to develop and deliver the engagement approach</p>
<p>Communications Plan</p>	<p>With input from client OCM lead, develop the initial communications approach and timing, with considerations by project phase.</p>	<p>Partner with Workday OCM lead to develop communications approach</p> <p>Provide required inputs/discovery information for Plan</p>

<p>Communications Development &amp; Delivery</p>	<p>Partner with the client to develop the initial communication plan and advise on feedback loops and assessing effectiveness of communications.</p>	<p>Lead the communications approach and content development, and deliver according to communication plan. Manage feedback loop and provide data as appropriate for effective assessment.</p> <p>Format communications materials in preferred medium and perform all graphic design.</p> <p>Coordinate internal communications review process.</p> <p>Manage delivery and distribution of communications.</p>
<p>Change Impact Analysis</p>	<p>Advise on process to capture change impacts throughout A&amp;C</p>	<p>Participate in Workset A, B, C Playback sessions and Customer Confirmation Sessions to listen and capture end user change impacts. Review RAIDQ as needed and necessary.</p>
<p>Training Needs Analysis</p>	<p>Advise client on conducting a training needs analysis</p>	<p>Lead the development and summary for the training needs analysis</p>
<p>Learning Intake Sessions</p>	<p>Advise client on development and facilitation of learning intake sessions to validate change impacts</p>	<p>Lead development and facilitation of the learning intake sessions with each workstream, capture and validate change impacts</p>
<p>Training Approach and Plan</p>	<p>Partner with the client on the development of the initial training approach and plan, and advise the client on a curriculum plan for employees and managers.</p>	<p>Partner with Workday OCM to develop training approach and plan and lead the development of the training curriculum plan, obtain approval, and readout to project team.</p> <p>Coordinate internal Training Plan review processes with SMEs and key stakeholders</p>
<p>Training Development</p>	<p>Advise client on the development of training material for employees and managers leveraging the Workday Adoption Kit.</p>	<p>Develop training material as indicated in the training plan and curriculum plan. Partner with FLs and SMEs to develop the material review process for end user employee and manager content. Manage the storage and distribution of all training materials.</p>

Workday Experience Sessions	Advise on the execution of WD experience sessions and incorporate feedback into all OCM and training plans and materials as appropriate.	Manage logistics in partnership with Workday OCM lead and PMO, facilitate/lead the execution of the WD experience sessions, gather feedback, provide results of analysis, refine training materials for use.
User Adoption Metrics	Advise and partner with client's OCM lead to define user adoption metrics	Partner with Workday OCM lead to determine user adoption metrics, baselines, responsibilities, and routines
Future State Sustainment	Advise and partner with client's OCM lead to plan sustainment considerations, including but not limited to new hires and release management	Partner with Workday OCM lead to develop sustainment plan in partnership with client's internal functional resources
Adoption Activities	Advise and partner with client's OCM lead on planning and development of adoption activities	Partner with Workday OCM lead to develop and deliver/lead adoption activities
Organizational Readiness	Advise client on organizational readiness assessment	Develop readiness assessment approach conduct assessment, summarize results and take action as appropriate to increase readiness of employees and managers
Training Delivery	Advise on training delivery for employees and managers	Responsible for all planning, preparation, delivery, and assessment of end-user training
Celebrate Success	Advise client OCM Lead on go live celebration communications and planning, and recognition of team accomplishments.	Develop and execute a plan to celebrate go live and recognize individual and team accomplishments.
User Satisfaction Surveys	Advise and partner with the client to design questions and approach for end user satisfaction survey	Develop end user satisfaction survey approach and question development. Execute end user satisfaction survey and summarize. Act on results as appropriate.
End of Project Survey	Advise client on approach and end of project survey content	Develop survey content, collect survey results, review and act as appropriate
Conduct Lessons Learned	Develop approach and execute the evaluation of the success or adoption outcomes of the OCM program, record learnings and share improvements for future endeavors	Partner with Workday OCM Lead to review, edit, deliver lessons learned, and report back to the change sponsor

Operationalize Future State Sustainment Plan	Transition ownership of OCM to client according to sustainment plan approach	Client takes ownership of OCM activities

Change Management Assumptions

1. Any extensions to Project timeline or functional scope additions must be evaluated to determine impacts to the Change Management Services and may result in an impact to the Project scope should additional support be required. The Change Management scope listed in this Appendix applies only to the timeline and functional scope outlined in this SOW.
2. The Change Management service is intended to accelerate end-user adoption of Workday and does not include support for concurrent initiatives or broader transformation efforts. The scope of this service is limited to the tasks in the above table. Any organizational design, Standard Operating Procedure (SOP) development, operating model or job role redesign work is out of scope for this service and wholly owned by the Customer.

**Change Management Project Roles**

Workday will assume responsibility for the following roles.

Team Member	Description of Role
<b>OCM Architect</b>	Provide strategic guidance
<b>OCM Consultant(s)</b>	Responsible for executing the approach to change (Assess & Align, Plan & Activate, and Measure & Sustain.) and deliver various elements of the change management plan according to the Statement of Work. The consultant(s) work closely with the client OCM lead and resources, the Engagement Manager, and PMO. The OCM consultant(s) will collaborate with the client OCM team and the client project team to assess the areas impacted by the project, recommend strategies to deploy to mitigate the risks associated with change, and to develop a plan to address stakeholder engagement, communication, and self-service end user training.

The Client will assume responsibility for the following roles.

Team Member	Description of Role
<b>Client Change Lead</b>	Responsible for the overall OCM partnership with Workday and the internal leadership of OCM resources and the client facing change leadership. Responsible for the execution of OCM related tasks and deliverables.  Identify and manage "Change Support Resources" to fulfill Customer obligations as described in this Appendix

<b>Change Support Resources</b>	<p>(Optional) Supplemental roles that support the Client Change Lead in the execution of Change Management activities. Examples may include:</p> <ul style="list-style-type: none"><li>• Communications resources</li><li>• Training resources</li><li>• Change Agents/Ambassadors</li><li>• Change Management local leads for multi-site, global, and/or customers requiring highly specialized Change Management approaches by function, entity, etc.</li></ul>
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Customer Roles Assumptions

1. The Change Management Lead role will not be a dual role held by the Customer Project Manager or any Workstream Lead.
2. The Change Support Resources will ultimately be directed by and accountable to the Client Change Lead.

**Appendix 5  
Workday Data Transformation Services**

**1. Scope of Professional Services**

This Appendix for Workday Data Transformation Services covers guidance and preparation of Customer's legacy data to be loaded into deployment Tenants as part of the Workday data conversion approach, solely with respect to the SOW to which this Appendix is attached or associated (the "SOW").

The scope of Professional Services is outlined in the table below.

Activity	Output	Responsible Party	Secondary Responsible Party
Extract data from legacy systems (identified in the table below)	Agreed upon format, CSV is the default	Customer	
Analyzes source data and defines mapping and translation rules	Data Mapping & Translation Design Document	Customer	Workday
Transformation of source data	Translated legacy data in loadable format	Workday	
Transformation Mapping Review and Approval	N/A	Customer	Workday
Correct data quality issues that are identified prior to each Tenant build	Provide an updated set of "legacy" source data containing corrections	Customer	
Load data into Tenant		Workday	

The legacy systems included as part of the Data Transformation Services are outlined in the table below.

Functional Area	Number of Legacy System(s)
HCM	1
Benefits	1
Absence	1
Recruiting	1
Talent Optimization	1
Learning	1

**2. Data Transformation Service Assumptions**

- (a) Any changes to the Project timeline or deviation from the scope outlined in the SOW will require evaluation of the impact to the Data Transformation Services scope and may result in a Change Order.

- (b) Workday Data Transformation Services is intended to augment Customer's data transformation activities. It is not intended as an end-to-end extract-transform-load (ETL) service. Customer is responsible for data extraction, loading data into Workday's File Transfer Server, providing guidance on data mapping and data translation, and performing data correction, as further described below. Workday is responsible for producing a Workday-loadable format by applying mutually agreed upon mapping and translation requirements to Customer's source system data.
- (c) Data Transformation Services scope is limited to 1 HCM legacy system of record
- (d) Customer will be solely responsible for extraction and cleansing of data from legacy systems, vendors, and/or applications in alignment with the data conversion scope set forth in the SOW.
- (e) Customer will develop and utilize repeatable processes to provide consistent data extracts of all legacy data throughout the deployment timeline, including the potential incorporation of new required datasets that may surface over time.
- (f) Customer will provide to Workday a detailed description of extracted legacy data, including but not limited to unique identifier definitions, relationships between various datasets, and field level data descriptions.
- (g) Workday and Customer will jointly conduct detailed reviews of Customer's extracted data in the File Transfer Service or Tenant, with the initial focus during the Plan stage on foundation Tenant data elements, then expanding to additional required data elements during the subsequent stages set forth in the SOW.
- (h) Workday and Customer will then work together throughout the deployment to jointly identify and define written data mapping translation definitions for all data elements required for a Tenant build.
- (i) Workday will build out, record, and maintain associated data mapping translation definitions in the Workday-created specification documents and utilize them to create and maintain the repeatable processing logic required for each Tenant build.
- (j) Throughout the deployment, Workday will assist Customer to identify data-related issues within the cleansed and extracted legacy data located in the File Transfer Server or Tenant. Customer will be responsible for resolving such issues within Customer's source systems or during extraction processing.
- (k) Customer acknowledges and understands that it is solely Customer's responsibility to correct data quality issues that are identified during the data conversion workstream. Customer will cleanse data within source systems or during extraction to correct or remove inaccurate, incomplete, incorrect, or irrelevant records from legacy data before loading such data into the File Transfer Server or Tenant.
- (l) Upon completion of a Tenant build, Workday will provide Customer with the number of data records loaded and an explanation for any data records that could not be loaded.
- (m) Workday will not access Customer or third party source systems or request data from third parties on behalf of Customer.
- (n) Workday Data Transformation Services are only for the Functional Areas identified in the table above. Additional data not tied to those Functional Areas is excluded from the Workday Data Transformation Services.
- (o) If requested by Workday, Customer will provide data in Workday-provided format, where mapping or transformation logic/instructions cannot be provided by Customer.
- (p) All Professional Services are delivered in English.

**Appendix 6  
Workday Test Lead Services**

The Workday Test Lead is responsible for guiding Customer's testing management process for Functional Configuration, Business Process, Integrations, Data Conversion, and Reporting. The Workday Test Lead will guide the Customer and the project team through the Workday methodology test cycles and approach. The Workday Test Lead will facilitate the test strategy and test scenario creation workshops and co-facilitate the Testing Kick Off with the Customer.

Workday Test Lead role and responsibilities include advising and/or managing test scope, prescriptive test artifacts, and resolution of defects; supporting the management of all test cycles as per the standard Workday methodology, performing knowledge transfer to Customer and providing reasonable assistance and guidance to Customer during the Architect & Configure stage as the Customer develops test documents and during test execution. The Workday Test Lead Service will cover these related testing activities through the initial end-to-end testing Deliverables.

The scope of work for this role is outlined in the table below.

Project Stage	Activity / Deliverable	Assumptions
Plan	<ul style="list-style-type: none"> <li>Prepare for test strategy and test scenario creation workshops.</li> </ul>	<ul style="list-style-type: none"> <li>Customer will assign a Test Lead as the overall owner of the Test Work Stream.</li> <li>Customer will plan the necessary resources and logistics for the test strategy and test scenario creation workshops.</li> </ul>

Project Stage	Activity / Deliverable	Assumptions
Architect & Configure	<ul style="list-style-type: none"> <li>• Lead test strategy and test scenario creation workshops.</li> <li>• Develop a prescriptive test strategy and test plan.</li> <li>• Support test scenario development</li> <li>• Set up Smartsheets test tracking templates.</li> <li>• Support scenario development for the unit, end-to-end, regression, and any other test cycles mutually agreed by the parties in writing</li> <li>• Support management of configuration unit testing:               <ul style="list-style-type: none"> <li>○ Attend reasonable standing meetings</li> <li>○ Workday Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution.</li> <li>○ Smartsheet test reporting to Customer test lead</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Customer will develop test scenarios for configuration unit testing.</li> <li>• Customer will set up test tracking tools if Smartsheet is not selected as the tool of choice.</li> <li>• Customer will develop all test scenarios in addition to the sample list provided by Workday.</li> <li>• Customer will drive configuration unit testing:               <ul style="list-style-type: none"> <li>○ Execution by testers</li> <li>○ Follow up with customer resources</li> </ul> </li> <li>• Test status reporting to the team, PMO and steering committee</li> </ul>
Test	<ul style="list-style-type: none"> <li>• Support management of the end-to-end, regression, and any other test cycles mutually agreed by the parties in writing:               <ul style="list-style-type: none"> <li>○ Standing meetings</li> <li>○ Help the Customer Test Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution.</li> <li>○ Smartsheet test reporting to Customer test lead</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Customer will have completed configuration unit testing in the prior stage and will be ready to perform the remaining test cycles</li> <li>• Customer testers will have been trained to execute the test scenarios for each of the test cycles</li> <li>• Customer will drive the execution of all test cycles:               <ul style="list-style-type: none"> <li>○ Execution by testers</li> <li>○ Follow up with customer resources</li> </ul> </li> <li>• Test status reporting to the team, PMO and steering committee</li> </ul>

Project Stage	Activity / Deliverable	Assumptions
Deploy	<ul style="list-style-type: none"><li data-bbox="407 296 829 380">• No activities or Deliverables are in scope for the Workday Test Lead in this stage</li></ul>	
Post Production Support	<ul style="list-style-type: none"><li data-bbox="407 394 829 478">• No activities or Deliverables are in scope for the Workday Test Lead in this stage</li></ul>	

\*Note: Test Lead Services will follow standard Workday Methodology and project timing. If the project Go-live is extended or separated into multiple waves, Test Lead Services will align to the initial standard Go-live.

## Appendix 7

### Post-Production Support

Workday-certified resources from a dedicated Post-Production Support team (the “**Services Provider**”) will provide the Service described in Appendix 2. The Post-Production Support Professional Services (“**Post-Production Support Services**”) commences on the Project Go-Live Date (as defined below) and will conclude after a period of twelve (12) weeks.

The Move to Production Date is the date on which Customer has a Production environment, populated with the Customer Data collected and validated during the Project. The Project Go-Live Date is the date on which Customer begins regular operational use of the Production Tenant.

For Customers with phased go-lives, Post-Production Support Services will run from the Move To Production Date. Depending on timing, this may mean that subsequent go-lives could fall outside of the Post-Production Support Services window. Regardless of the Post-Production Support Services dates, in the case of Payroll, Workday will support the first two pay cycles and for Financials, the first month-end up to a maximum of six (6) weeks after the Project Go-Live Date.

To facilitate the management of the Post-Production Support Services, all support requests will be initiated by Customer logging a request on the Services Provider’s support portal. Access to the support portal will be available to up to five (5) separate Customer-specified contacts (“**Named Support Contacts**”).

Only functionality within the original scope of the Project will be supported. The Post-Production Support Services will operate on a three-tier basis with the Services Provider responsible for Tiers 1 and 2 and the Workday deployment team responsible for Tier 3. The tiers are defined below:

1. Tier 1: Examples of Tier 1 support would be, yet not limited to:
  - Answering basic Workday ‘How-to’ Questions
  - Assistance in mass approvals for time tracking or time off
  - Assistance in running basic reports
  - Assistance in troubleshooting existing configurations
2. Tier 2: Any item escalated from Tier 1 or where the ticket requires the Services Provider to login and directly access Customer’s Production configuration in the Sandbox Tenant. The Services Provider will not log into the Customer’s Production Tenant. Examples of Tier 2 support would be, yet not limited to:
  - Basic configuration or providing guidance on modifying a step within existing business processes.
  - Basic configuration or providing guidance on modifying existing security groups.
  - Basic configuration or providing guidance on modifying existing configuration.

- Basic configuration or providing guidance on modifying existing customizable reports and dashboards.
  - Support in running existing integrations and interpreting integration logs.
  - Support in running and reviewing payroll reports including payroll register and audit reports, and payroll ledger posting reports.
  - Support in running Financial Income Sheet, Balance Sheet and Support in closing the Financial month-end.
  - Optimization of existing functionality subject to limitations on the scope of this work as defined below.
  - Creation of new configuration or enhancements to existing functionality subject to limitations on the scope of this work as defined below.
3. Tier 3: Any item escalated from Tier 2 that requires the detailed knowledge of the original deployment team. Examples of Tier 3 support would be, yet not limited to:
- Resolving integration errors.
  - Resolving any errors identified in payroll calculations such as calculated amounts for 401k matching.

Determination on the appropriate tier for each support request will be determined by the Services Provider and by a combination of Workday and the Services Provider for anything being escalated to a Tier 3.

#### Limitations on Optimization or Enhancements

- Any request that requires extensive user acceptance testing or has a firm deadline will need to be treated as a separate project.
- Any request estimated to take more than ten (10) hours of consulting time to complete will need to be treated as a separate project.
- Services Provider will work on a maximum of three (3) active tickets per product area at any one time.
- The program is designed to encourage self-sufficiency, therefore updates to the Production environment will be carried out by Customer, with guidance from Workday.

Areas NOT covered by the Post-Production Support Services include:

- Domains deployed outside of the initial phase
- Design or architecting business process flow
- Demonstrations of the Service, licensed or otherwise
- Creation of Workday training material.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve and authorize Executive Director to execute the purchase order and associated disbursements with the State of Utah for signal materials and prioritization system obtained through the Utah Department of Transportation (UDOT) warehouse for the MidValley BRT (MVX) project up to \$700,000.

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**BACKGROUND:**

In order to maintain uniformity with traffic signals between UDOT and local streets, UDOT maintains a warehouse of signal materials. These materials are purchased through state contracts. UDOT and local municipalities are required to use this warehouse on projects throughout the state. UDOT also requires any system with signal prioritization to have all items and systems procured through them.

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**DISCUSSION:**

For MVX, UTA plans to use the UDOT warehouse for the supply of the traffic signal materials that will be used on UDOT, West Valley City, Murray City, and Taylorsville City roadways. When the material is needed for the project the contractor/UTA will order the material from the UDOT warehouse. UTA will provide these materials to our contractor as owner furnished materials. When the contractor picks up the materials, UDOT will send the invoice for the materials directly to UTA for payment.

The traffic signal prioritization system (TSP) must also be procured from UDOT and their programming company to ensure the system is compatible state-wide.

The total estimate for both traffic signal materials and TSP materials is \$667,248 which has been rounded to \$700,000 to allow for any inflation in costs. No costs will be incurred until time of purchase.

We request board approval for \$700,000 to utilize the UDOT warehouse and their state contracts to purchase our roadway signal materials as well as for the TSP systems.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	State of Utah/UDOT
<b>Contract Number:</b>	PO 17196
<b>Base Contract Effective Dates:</b>	01/24/2024 - 01/10/2027
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$700,000
<b>Procurement Method:</b>	State Contracts
<b>Budget Authority:</b>	2024-2028 Capital Plan

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**ALTERNATIVES:**

UTA can only get the signal material from UDOT through the state contract. UDOT requires everyone to use their warehouse for these items.

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**FISCAL IMPACT:**

There is \$10M in capital funds in 2024 for this req. The signals will be turned over to the respective jurisdiction once the project is completed so there will be no operational costs. The project is pursuing federal funding to offset costs.

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**ATTACHMENTS:**


UDOT Purchase Order

State Furnished Materials Cost Estimate

<b>Utah Dept of Transportation (UDOT)</b> <b>Office of the Comptroller</b> <b>4501 S 2700 W</b> <b>PO Box 141510</b>				PURCHASE ORDER NUMBER		OG		17196	
				PO Number Must Appear On All Invoices And Shipments				VENDOR NUMBER	
<b>Utah Transit Authority</b> <i>An Equal Opportunity Employer</i>		1271254		801-287-3008		WOODWARD, VICKI		1/4/2024	
		801-287-3008		WOODWARD, VICKI		BUYER		PAGE NUMBER	
SEND INVOICE TO:		SHIP TO:		www.rideuta.com		ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING						*	
669 W 200 S		3600 S 700 W							
SLC, UT 84101		Salt Lake City UT 84119				Woodward, Vicki		1 of 1	

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 700,000.00      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013011	1/4/24	1 EA	20-3253.65000.5002	State Furnished Materials Andrea Pullos	700000.0000	700,000.00

DocuSigned by:  
  
 70E33A415BA44F6...  
 Utah Assistant Attorney General

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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

State Furnished Materials

Comm. Code	Description	Order Form Notes	Vendor Model #	Unit	Order Qty	Unit Price	Amount	Powder Coat Costs	Powder Coat Totals
	Catalog Dummy Entry	Need to KEEP entry in Excel and delete text in Word	Dummy Entry Model	EA		\$1			
55085000401	<b>Type A Mast Arm Signal Pole (30' to 55')</b>		--	EA	7	\$4,126	\$28,882.00	\$709	\$4,963.00
55085000411	30' Curved Mast Arm	Field cut to 25' if needed. For Type A or Type DC Mast Arm Signal Poles only.	--	EA	3	\$2,036	\$6,108.00	\$574	\$1,722.00
55085000412	35' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	1	\$2,516	\$2,516.00	\$679	\$679.00
55085000413	40' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	2	\$2,877	\$5,754.00	\$744	\$1,488.00
55085000414	45' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	1	\$3,178	\$3,178.00	\$782	
5508500411H	Hardware Kit, 30'/45' Curved Mast Arms	Also fits on the field-cut 25' mast arm	--	EA	3	\$20	\$60.00	\$28	\$84.00
5508500413H	Hardware Kit, 35'/40' Curved Mast Arms		--	EA	3	\$16	\$48.00	\$23	\$69.00
55085000415	50' Curved Mast Arm End Section	For Type A Mast Arm Signal Poles only	--	EA		\$2,882		\$658	
55085000416	55' Curved Mast Arm End Section	For Type A Mast Arm Signal Poles only	--	EA	1	\$3,030	\$3,030.00	\$725	\$725.00
55085000417	50'/55' Curved Mast Arm Base Section		--	EA	1	\$2,931	\$2,931.00	\$494	\$494.00
5508500415H	Hardware Kit, 50' Curved Mast Arm		--	EA		\$29		\$37	
5508500417H	Hardware Kit, 55' Curved Mast Arm		--	EA	1	\$33	\$33.00	\$40	\$40.00
55085000404	<b>Type B Mast Arm Signal Pole (60' to 75')</b>		--	EA	5	\$5,686	\$28,430.00	\$856	\$4,280.00
55085000418	60' Straight Mast Arm End Section	For Type B Mast Arm Signal Poles only	--	EA	1	\$1,914	\$1,914.00	\$786	\$786.00
55085000419	65' Straight Mast Arm End Section	For Type B Mast Arm Signal Poles only	--	EA		\$1,931		\$784	
55085000420	60'/65' Straight Mast Arm Base Section		--	EA	1	\$4,027	\$4,027.00	\$748	\$748.00
5508500420H	Hardware Kit, 60'/65' Straight Mast Arms		--	EA	1	\$28	\$28.00	\$9	\$9.00
55085000421	70' Straight Mast Arm End Section	For Type B Mast Arm Signal Poles only	--	EA		\$1,604		\$717	
55085000422	75' Straight Mast Arm End Section	For Type B Mast Arm Signal Poles only	--	EA	4	\$1,752	\$7,008.00	\$768	\$3,072.00
55085000423	70'/75' Straight Mast Arm Base Section		--	EA	4	\$5,135	\$20,540.00	\$874	\$3,496.00
5508500421H	Hardware Kit, 70'/75' Straight Mast Arms		--	EA	4	\$33	\$132.00	\$7	\$28.00
5508500408H	Hardware Kit, Type A, B, DC, or DS Pole Cap	Needed only if no luminaire extension is used	--	EA	12	\$33	\$396.00	\$11	\$132.00
55085000407	<b>Type C Mast Arm Signal Pole (80' to 85')</b>	Only 1 of each of these poles and arms are kept in stock. Any additional will require an order through the vendor, taking up to 4 months to receive.	--	EA	3	\$7,785	\$23,355.00	\$1,103	\$3,309.00
55085000427	80' Straight Mast Arm End Section	For Type C Mast Arm Signal Poles only	--	EA	2	\$2,831	\$5,662.00	\$794	\$1,588.00
55085000428	85' Straight Mast Arm End Section	For Type C Mast Arm Signal Poles only	--	EA	1	\$3,025	\$3,025.00	\$830	\$830.00
55085000425	80'/85' Straight Mast Arm Base Section		--	EA	3	\$7,076	\$21,228.00	\$1,239	\$3,717.00
5508500425H	Hardware Kit, 80'/85' Straight Mast Arms		--	EA	3	\$44	\$132.00	\$7	\$21.00
5508500410H	Hardware Kit, Type C Pole Cap	Needed only if no luminaire extension is used	--	EA	3	\$42	\$126.00	\$9	\$27.00
5508500401H	Hardware Kit (HH Covers), Type A, B, C, DC, or DS Poles	2 kits required for Dual-Arm Poles	--	EA	15	\$128	\$1,920.00	\$27	\$405.00
55085000481	Pole Base Plate Adapter		--	EA		\$2,793		\$492	
5508500481H	Hardware Kit, Pole Base Plate Adapter		--	EA		\$240		\$20	
55085000485	Vibration Mitigator	Required for all 45 ft or longer mast arms	J276848	EA	9	\$1,400	\$12,600.00		
55085000441	5'6" Traffic/Pedestrian Signal Pole		--	EA		\$213		\$180	
55085000445	11' Traffic/Pedestrian Signal Pole		--	EA	11	\$297	\$3,267.00	\$204	\$2,244.00
55085000448	15' Traffic/Pedestrian Signal Pole		--	EA	6	\$374	\$2,244.00	\$221	\$1,326.00
55085000456	Breakaway Base, Traffic/Pedestrian Signal Pole		--	EA	17	\$183	\$3,111.00	\$172	\$2,924.00
5508500445H	Hardware Kit, Traffic/Pedestrian Signal Pole		--	EA	17	\$89	\$1,513.00	\$16	\$272.00
55085000472	25' Luminaire Extension / Type A/DC Mast Pole (2'-6")	Achieves 25' luminaire height on Type A/DC Mast Arm Signal Poles	--	EA		\$1,059		\$206	
55085000474	30' Luminaire Extension / Type A/DC Mast Pole (7'-6")	Achieves 30' luminaire height on Type A/DC Mast Arm Signal Poles	--	EA		\$1,108		\$227	
55085000476	40' Luminaire Extension / Type A/DC Mast Pole (17'-6")	Achieves 40' luminaire height on Type A/DC Mast Arm Signal Poles	--	EA	6	\$1,331	\$7,986.00	\$244	\$1,464.00
55085000475	40' Luminaire Extension / Type B/C/DS Mast Pole (12'-6")	Achieves 40' luminaire height on Type B/C/DS Mast Arm Signal Poles	--	EA	7	\$1,338	\$9,366.00	\$272	\$1,904.00
5508500472H	Hardware Kit, Signal Pole Luminaire Extension	Hardware to connect the Luminaire Extension to the signal pole and hardware to attach a Luminaire Arm to the Luminaire Extension.	--	EA	13	\$11	\$143.00	\$1	\$13.00
55085000461	40' Highway Luminaire Pole (Slip Base)	Actual Pole Height = 35'. If no light arm will be installed, must order a cap and an Oval HH Cover.	--	EA	1	\$1,096	\$1,096.00	\$514	\$514.00
55085000458	30' Highway Luminaire Pole (Slip Base)	Actual Pole Height = 25'. If no light arm will be installed, must order a cap and an Oval HH Cover.	--	EA		\$1,074		\$456	
55085000457	Breakaway Base, Highway Luminaire Pole	Slip base poles only	--	EA	1	\$348	\$348.00	\$22	\$22.00
5508500464H	Hardware Kit, Highway Luminaire Pole (Slip Base)	Slip base only / spacer plate, bolts	--	EA	1	\$108	\$108.00	\$12	\$12.00
5508500458H	Hardware Kit, Highway Luminaire Pole Cap	When no luminaire arm is being attached	--	EA		\$10		\$2	
55085000467	Vertical Luminaire Extension 5'-6"		--	EA		\$380		\$156	
55085000465	10' Luminaire Arm		--	EA		\$429		\$252	
55085000466	15' Luminaire Arm		--	EA	17	\$508	\$8,636.00	\$296	\$5,032.00
55085000435	15' Dual Luminaire Arm		--	EA		\$1,554		\$273	
5508500461H	Hardware Kit, Highway Luminaire Arm	For Highway Luminaire Pole only. Hand hole cover and hardware to connect the Luminaire Arm to Highway Luminaire Pole.	--	EA	1	\$32	\$32.00		
28576394503	LED Luminaire A, Type III, MV, PC	Equivalent to 120/240V, 250 W HPS	ERL1009C540EGRAYGIL X	EA	3	\$152	\$456.00		
28576394506	LED Luminaire B, Type III, MV, PC	Equivalent to 120/240V, 400 W HPS	ERL1015C540EGRAYGIL X	EA	14	\$190	\$2,660.00		
55085000378	1" Diameter x 36" Anchor Bolt w/ Hardware	Need 4 per each Highway Luminaire Pole and Ped Pole	--	EA	72	\$14	\$1,008.00		
55085000379	2" Diameter x 66" Anchor Bolt w/ Hardware	Need 4 per each Type A, Type B, Type DC, and Type DS Mast Arm Signal Pole. Need 6 per each Type C Mast Arm Signal Pole.	--	EA	66	\$126	\$8,292.00		

	Comm. Code	Description	Order Form Notes	Vendor Model #	Unit	Order Qty	Unit Price	Amount	Powder Coat Costs	Powder Coat Totals
Cabinets & Controllers	5508100044	Econolite Cobalt Controller / Type-1 NEMA, B&W, No Touch		COB1010011	EA	5	\$2,004	\$10,020.00		
	5508100069	MMU-2 / EDI (Gades)	MMU is purchased separately from the cabinet assembly. Select as directed by Region Signal Engineer	MMU2-16LEip	EA	5	\$930	\$4,650.00		
	5508100048	Econolite Cabinet Assembly, TS-2 Size 6	Does not include MMU or Controller. Includes power supply. Buy 5 or more to see 3% discount.	--	EA	5	\$7,200	\$36,000.00		
	55081000630	Electronic Lock Mechanism (Cyberlock)	Required ONLY for cabinets at NEW UDOT SIGNALS - rebuilds should transfer the old Cyberlock.	CL-TC1	EA	5	\$170	\$850.00		
Radar Detection	55082000015	Advance Sensor / Extended Range		SS-200E	EA	7	\$4,205	\$29,435.00		
	55082000032	Matrix Stopbar Sensor		SS-225	EA	17	\$3,750	\$63,750.00		
	55082000035	Matrix Snow Visor	Required for each new Matrix unit	101-047	EA	17	\$72	\$1,224.00		
	55082000080	Sensor Mount		SS-611	EA	27	\$179	\$4,833.00		
	55082000043	100' Radar Cable w/ Connector		SS-704-100	EA	27	\$352	\$9,504.00		
	55082000050	Buried Service Splicing Kit	Ura Seal Epoxy Canister. No contract; bid was empty.	CK-200-BSV	EA	27	\$14	\$378.00		
55082000166	Click-650 / 4-Port Radar Interface		102-0416	EA	8	\$2,505	\$20,040.00			
Signal Heads & LEDs	55088380602	LED Module - Red Ball / 15Yr Warranty		TSL-12R-DT-A1	EA	43	\$32	\$1,374.71		
	55088380604	LED Module - Yellow Ball / 15Yr Warranty		TSL-12Y-DT-A1	EA	42	\$35	\$1,461.60		
	55088380606	LED Module - Green Ball / 15Yr Warranty		TSL-12G-DT-A1	EA	42	\$33	\$1,370.46		
	55088380608	LED Module - Red Arrow / 15Yr Warranty		TSL-12RA-DT-A1	EA	10	\$35	\$352.40		
	55088380610	LED Module - Yellow Arrow / 15Yr Warranty		TSL-12YA-DT-A1	EA	13	\$38	\$492.05		
	55088380612	LED Module - Green Arrow / 15Yr Warranty		TSL-12GA-DT-A1	EA	17	\$36	\$613.87		
	55088370411	Polymer Signal Head / 3-Section	Signal Head includes: Housing, Ball-Cap Visors, Backplate (with retroreflective tape).  Order LED Modules and Mounts separately.	M56681 w/Tape	EA	47	\$215	\$10,086.67		
55088370415	Polymer Signal Head / 4-Section	Signal Head includes: Housing, Ball-Cap Visors, Backplate (with retroreflective tape).  Order LED Modules and Mounts separately.	M56682 w/Tape	EA	4	\$304	\$1,215.56			
55088370420	Polymer Signal Head / 5-Section (Doghouse)	Signal Head includes: Housing, Ball-Cap Visors, Upper and Lower Tri-Stud Arms (no backplate)  Order LED Modules and Mounts separately.	M56696	EA	2	\$506	\$1,012.34			
Signal & Lighting Steel (NON-STOCK)	-	Type DC 90-Degree Dual Curved Mast Arm Signal Pole (30' to 45') (NON-STOCK)	Non-Stock. Use the standard Curved Mast Arms.	--	EA		\$6,238		\$762	
	-	Type DC 180-Degree Dual Curved Mast Arm Signal Pole (30' to 45') (NON-STOCK)	Non-Stock. Use the standard Curved Mast Arms.	--	EA		\$7,043		\$832	
	-	Type DS 90-Degree Dual Straight Mast Arm Signal Pole (40' to 50') (NON-STOCK)	Non-Stock	--	EA		\$6,746		\$1,204	
	-	Type DS 180-Degree Dual Straight Mast Arm Signal Pole (40' to 50') (NON-STOCK)	Non-Stock	--	EA		\$6,746		\$1,204	
	-	40' Straight Mast Arm (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$2,576		\$418	
	-	45' Straight Mast Arm Base Section - one piece design (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$3,103		\$496	
	-	50' Straight Mast Arm End Section (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$1,599		\$701	
	-	55' Straight Mast Arm End Section (NON-STOCK)	Non-Stock. DO NOT ORDER. The Type DS pole is not engineered for a 55' straight mast arm.	--	EA		\$1,747		\$753	
	-	50'/55' Straight Mast Arm Base Section (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$2,726		\$599	
	-	Hardware Kit, 40' Straight Mast Arms (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$16		\$7	
	-	Hardware Kit, 45' Straight Mast Arms (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$20		\$7	
	-	Hardware Kit, 50' Straight Mast Arms (NON-STOCK)	Non-Stock. For Type DS poles only.	--	EA		\$29		\$7	
	-	Hardware Kit, 55' Straight Mast Arms (NON-STOCK)	Non-Stock. DO NOT ORDER. The Type DS pole is not engineered for a 55' straight mast arm.	--	EA		\$33		\$7	
	-	40' Highway Luminaire Pole (Fixed Base) (NON-STOCK)	Non-Stock	--	EA		\$1,096		\$514	
-	30' Highway Luminaire Pole (Fixed Base) (NON-STOCK)	Non-Stock	--	EA		\$1,074		\$456		
-	40' Barrier Mount Highway Luminaire Pole (Fixed Base) (NON-STOCK)	Non-Stock. Fixed base with smaller footprint to fit on top of barrier.	--	EA		\$935		\$415		
-	Hardware Kit, Highway Luminaire Pole (Fixed Base) (NON-STOCK)	Non-Stock	--	EA		\$46		\$13		
-	10' Dual Luminaire Arm (NON-STOCK)	Non-Stock	--	EA		\$1,475		\$233		
Custom Order Items (NON-STOCK)	-	TSP System Lump (Includes RSUs, SCM Card and Cat 6 Cables)	Non-Stock		LUMP	19	\$10,000	\$190,000.00		
	-	[custom order item 2] (NON-STOCK)	Non-Stock		EA					
	-	[custom order item 3] (NON-STOCK)	Non-Stock		EA					
	-	[custom order item 4] (NON-STOCK)	Non-Stock		EA					
	-	[custom order item 5] (NON-STOCK)	Non-Stock		EA					
<b>Grand Total</b>								<b>\$618,808.36</b>	<b>\$48,439.00</b>	<b>\$667,247.36</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize Executive Director to execute the contract and associated disbursements with Stacy & Witbeck Inc (SWI) and provide authorization to proceed with Phase I in the amount of \$4,090,470

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**BACKGROUND:**

This request is to execute a construction contract related to the construction of MVX. UTA has advertised and selected a Contractor through a Best Value selection process for this project (Contract #23-03786VW). SWI was selected based on highest score and therefore is the most advantageous bidder to UTA. Therefore, UTA desires to enter into a Contract with Stacy & Witbeck, Inc (SWI) to construct this project.

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**DISCUSSION:**

UTA staff is requesting approval to execute a contract with Stacy & Witbeck, Inc (SWI) for the MVX project. Authorization to proceed (ATP) will be issued in 2 phases based on available funding. ATP 1 will be issued at this time to allow for work that is allowed under the pre-award authority by the Federal Transit Administration (FTA). ATP 2 will be issued upon the execution of a full-funding grant agreement (FFGA), anticipated in June of 2024. The contract indicates that ATP2 is contingent upon receipt of federal funding for the project and is not guaranteed. UTA staff will come to the Board for approval prior to authorization of ATP 2.

Issuing this contract in two phases allows us to begin work that is authorized by pre-award authority for the

utility work. This is necessary to meet a construction window to work in the canal which only has a three week shutdown beginning April 1, 2024.

The overall contract will have a value of \$52,378,576; ATP 1 will have a value of \$4,090,470; and ATP 2, if and when authorized, will have a value of \$48,288,106.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Stacy & Witbeck Inc.
<b>Contract Number:</b>	23-03786VW
<b>Base Contract Effective Dates:</b>	January 24, 2024 - December 31, 2026
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$4,090,470.
<b>Procurement Method:</b>	Best Value
<b>Budget Authority:</b>	UTA 2024-2028 Capital plan

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**ALTERNATIVES:**

No alternatives. If this contract does not get signed, we will lose the window allowed for work in the canal which could delay the project.

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**FISCAL IMPACT:**

There is \$10M currently authorized for this project in the UTA 2024 Capital Budget. This is more than sufficient to begin construction and issue ATP1. ATP2 will be issued when Federal funding is available from FTA Capital Investment Grants and after additional board approval.

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**ATTACHMENTS:**

1. Contract
2. Insurance Clause Amendment

## CONSTRUCTION SERVICES AGREEMENT

23-03786VW

Mid-Valley Connector BRT Construction

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

### RECITALS

- A. UTA desires to hire Contractor for Mid-Valley Connector BRT Project per the Specifications and Bid Schedule included in the RFP.
- B. On September 26, 2023, UTA issued Request for Proposal Package Number 2303786VW (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

### AGREEMENT

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

#### 1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Work under this contract is divided into two phases based on FTA funding availability. Phase I work is described in Exhibit B under Bid Schedule A; Phase II work is described in Exhibit B under

Bid Schedule B. Contractor is not allowed to proceed with work for either Phase until it receives a written Authorization to Proceed (ATP) for that particular phase of work. Issuance of the ATP for Phase II is contingent on receipt of FTA funding. There is no guarantee the Phase II work will be authorized. Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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

## 2. **MANAGEMENT OF WORK**

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

## 3. **PROGRESS OF WORK**

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

the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

#### **4. PERIOD OF PERFORMANCE**

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

#### **5. COMPENSATION**

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

- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

## **6. INCORPORATED DOCUMENTS**

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

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## **8. INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to pro gram manager Andrea Pullos, [apullos@rideuta.com](mailto:apullos@rideuta.com) or processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges

vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to program manager, Andrea Pullos, [apullos@rideuta.com](mailto:apullos@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to program manager, Andrea Pullos, [apullos@rideuta.com](mailto:apullos@rideuta.com) and UTA's electronic construction management tool.

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

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

**10. USE OF SUBCONTRACTORS**

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

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

## **11. KEY PERSONNEL**

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

## **12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit 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.

## **13. FINDINGS CONFIDENTIAL**

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

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

**14. PUBLIC INFORMATION.**

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

**15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions**

**16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions**

**17. OTHER INDEMNITIES -see Article 6 of Special Provisions**

**18. INDEPENDENT CONTRACTOR**

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

**19. PROHIBITED INTEREST**

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

**20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions**

**21. GOVERNING LAW**

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

**22. ASSIGNMENT OF CONTRACT**

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

**23. NONWAIVER**

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

**24. NOTICES OR DEMANDS**

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

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

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

If to Contractor:  
Stacy and Witbeck, Inc.  
Maverick Gibbons Project Manager  
635 S. State Street  
Salt Lake City, UT 84111

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

**25. CONTRACT ADMINISTRATOR**

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

**26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision**

**27. COSTS AND ATTORNEYS FEES**

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

**28. NO THIRD-PARTY BENEFICIARY**

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

**29. FORCE MAJEURE**

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

**30. SEVERABILITY**

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

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

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

**32. 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.

**33. AMENDMENTS**

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

**34. 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.

**35. SURVIVAL**


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

**UTAH TRANSIT AUTHORITY: STACY & WITBECK, INC.:**

By:  
Jay Fox  
Executive Director

Date:

By: Date:

DocuSigned by:  
  
D9E6D13C470C4D6...

12/27/2023

Keith Tarkalson, Area Manager  
Fed ID# 94-2787950

By:  
David Hancock  
Chief Service Development Officer

Date:

Approved as to Content and Form

DocuSigned by:  
  
70E33A415BA44F6...

By: Date: 12/27/2023  
Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By:  
Andrea Pullos,  
UTA Project Manager

Date:

## Design and/or Construction Special Provisions

### ARTICLE 1

#### General

**1.1 Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

**1.2 Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

**1.3 Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means this document.

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

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

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

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

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

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

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

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

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment

(including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

## **ARTICLE 2 Contractor's**

### **Services**

#### **2.1 General Services.**

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s). (v) DBE monthly reporting and schedule updates.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design contractors procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review,

which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

### **2.3 Government Approvals, Permits, and Legal Requirements.**

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

### **2.4 Construction Services.**

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until the site is fully activated.
- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.
- 2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract

Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

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

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

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

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

## 2.6 **Contractor's Warranty.**

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

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or nonconformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence

corrective action, including the correction, removal, replacement or reperformance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

### **ARTICLE 3**

#### **Bond Requirements**

3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

### **ARTICLE 4.0**

#### **Site Conditions**

##### **4.1 Hazardous Materials.**

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

- 4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

#### **4.2 Differing Site Conditions.**

- 4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

### **ARTICLE 5**

#### **Payment**

#### **5.1 Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)**

- 5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and

(iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

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

## 5.2 Application for Payment.

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

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

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

## 5.3 Invoicing Procedures

5.31. Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to project manager, Andrea Pullos, [apullos@rideuta.com](mailto:apullos@rideuta.com) and PROCORE for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
- ii. Unique Invoice Number
- iii. PO Number iv. Invoice Date
- v. Detailed Description of Charges vi. Total Dollar Amount Due

5.3.2 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.

#### **5.4 Sales Tax Exemption**

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

#### **5.5 UTA's Payment Obligations.**

5.5.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

#### **5.6 Contractor's Payment Obligations.**

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

#### **5.7 Substantial Completion.**

5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, “Substantially Complete” or “Substantial Completion” refers to the Contractor’s satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms “Substantially Complete” or “Substantial Completion” also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA’s receipt of Contractor’s notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA’s and Contractor’s responsibility for the Project’s security, maintenance, utilities and insurance pending Final Completion and final payment.

5.7.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

5.7.3 Upon Contractor’s request or upon UTA’s own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.7.4 Following Substantial Completion, UTA may restrict Contractor’s access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

## 5.8 **Final Payment.**

5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, “Final Completion” refers to the Contractor’s satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.8.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA’s interests;

- 5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;
  - 5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and
  - 5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.
- 5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

## ARTICLE 6

### **Indemnification and Loss**

**6.1 Patent and Copyright Infringement.** If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA

or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

**6.2 Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

**6.3 Contractor's General Indemnification.**

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

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

**6.4 Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this 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 this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**ARTICLE 7 INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$10,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$2,000,000
- Each Occurrence \$5,000,000

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

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

Combined Single Limit (CSL) \$5,000,000

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

Workers’ Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000,
Disease – Policy Limit	\$5,000,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

**5. Railroad Protective Liability Insurance (RRPLI) –**

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

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

- 6. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

- 7. **Builder’s Risk:** Builder’s risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by

the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

**Note: Insurance limits for CGL, Auto, and Workers Comp were increased to the levels shown above with the approval of Brian Sena, Stacey Witbeck Senior Vice President. His initialed redlines are in the UTA contract file.**

#### **Article 8.0**

##### **Health Insurance**

##### **Coverage for**

##### **Employees.**

- 8.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.
- 8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

#### **Article 9.0**

##### **TIMELINESS**

- 9.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion

milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

**9.2 Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 4.2); (ii) Hazardous Materials (as provided in Section 4.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 10.2); (v) constructive changes (as provided in Section 10.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule: or (ix) third party delays which are beyond the control of and without the fault of the Contractor.

**9.3 Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

## **ARTICLE 10**

### **Changes**

#### **10.1 Change Orders.**

10.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

10.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

10.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

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

#### **10.3 Constructive Changes.**

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

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

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

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

#### **10.4 Direction or Authorization to Proceed.**

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

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

**10.5 Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information ("RFI") process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

#### **10.6 Contract Price Adjustments.**

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

10.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

10.6.3 Negotiations over changes in the Contract Price will be conducted using an openbook cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

**10.7 Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

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

## **ARTICLE 11 Claims**

### **and Dispute Resolution**

#### **11.1 Claims.**

11.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process

set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

## 11.2 **Dispute Resolution.**

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

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

11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

## **ARTICLE 12 Suspension and**

### **Termination**

#### 12.1 **UTA's Right to Stop Work.**

12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the

Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

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

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

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

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

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default

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

- 12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.
- 12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.
- 12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

#### **12.4 Bankruptcy of Contractor.**

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

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

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

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

### **ARTICLE 13 Value**

#### **Engineering**

#### **13.1 Value Engineering Change Proposals.**

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

identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

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

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

13.1.3.6 Costs of development and implementation; and

13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

## 13.2 **Review and Approval of VECPs**

13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

**13.3 Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.

**13.4 Ownership of VECs.** All approved or disapproved VECs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

## **ARTICLE 14**

### **Miscellaneous**

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

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

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

**14.4 Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

**14.5 Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

**14.6 Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

- 14.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 14.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 14.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 14.12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
- 14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

## Exhibit A – Scope of Work

The scope of work for this project includes:

- Relocation of utility and addition of utilities to the station platforms.
- Construction of station platforms including all the utilities and the canopies structures. This includes snow melts systems for center stations and all canopy roofs as well as the necessary accessories for the stations.
- An extension of the North Jordan Canal.

- Construction of an exclusive busway along 4700 South which includes conforming to the Geotech report for the soils in the median.
  - Construct post and panel walls throughout the project
  - Traffic control during construction
  - Upgrading signals to accommodate including adding a TSP system.
  - Signing and striping
  - ATMS, Lighting and communications with connections to the UTA hubs
  - Installation of UTA provided overhead chargers.
  - Storm drain installation
  - Re-landscaping disturbed areas
  - Improvements to the West Valley Station
  - Improvements to the Murray Station including coordination with Murray City for work within the environmentally sensitive Smelter Site Overlay District (SSOD)
  - Construct a new bus stop hub at Salt Lake Community College (SLCC).
  - Removal of the old hub at SLCC
  - Following all environmental, quality and safety requirements
  - Constructing the project with the proper Buy America requirements
  - Assisting UTA with Public Relations as needed to provide property owners and the public understanding of project schedule and impacts to their properties/accesses.
  - Glass windscreens which can be upgraded to art if the local jurisdictions fund it. This will include working with the artists to ensure the submittal is in the proper format.
- **SPECIAL REQUIREMENTS**

Work at the Murray station is within an environmentally sensitive overlay zone. All requirements are included in the specifications to remediate and work around the issues.

- **OTHER GENERAL REQUIREMENTS**

The contractor will be required to participate in an incentive program to help evaluate their partnering and overall safety and quality of the project. The program is outlined in the specs at Section 000800S allows for the contractor to receive an incentive based on their work and partnering for the quarter.

## **Exhibit B – Pricing**

Work under this contract is divided into two phases based on FTA funding availability. Phase I work is described under Bid Schedule A; Phase II work is described under Bid Schedule B. Contractor is not allowed to proceed with work for either Phase until it receives a written Authorization to Proceed (ATP) for that particular phase of work. Issuance of the ATP for Phase II is contingent on receipt of FTA funding. There is no guarantee the Phase II work will be authorized.



CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost		
TYPE	NO							QTY	UP	TOTAL
10		GUIDEWAY & TRACK ELEMENTS								
10.02		GUIDEWAY: AT-GRADE IN MIXED TRAFFIC								
		10.02	10		029637010	Profile Rotomilling	Square Yard	232.00	10.00	\$ 2,320.00
40		SITEWORK & SPECIAL CONDITIONS								
40.01		DEMOLITION, CLEARING, EARTHWORK								
		40.01	20		015717100	Gutter-Inlet Barrier	Each	1.00	1,000.00	\$ 1,000.00
		40.01	30		015717160	Temporary Diversions	Lump	1.00	220,000.00	\$ 220,000.00
		40.01	40		022217125	Remove Concrete Curb and Gutter	Foot	97.00	8.00	\$ 776.00
		40.01	50		022217150	Remove Concrete Pavement	Square Yard	11.00	20.00	\$ 220.00
		40.01	60		022217165	Remove Asphalt Pavement	Square Yard	102.00	15.00	\$ 1,530.00
		40.01	70		022317010	Clearing and Grubbing	Lump	1.00	310,000.00	\$ 310,000.00
		40.01	80		023167041	Excavation (Type 1)	Cubic Yard	840.00	55.00	\$ 46,200.00
		40.01	90		023167042	Excavation (Type 2)	Cubic Yard	45.00	300.00	\$ 13,500.00
40.02		SITE UTILITIES, UTILITY RELOCATION								
		40.02	100		018927035	Reconstruct Water Meter	Each	2.00	1,500.00	\$ 3,000.00
		40.02	110		018927040	Reconstruct Valve Box	Each	32.00	1,400.00	\$ 44,800.00
		40.02	120		018927050	Reconstruct Manhole	Each	47.00	1,400.00	\$ 65,800.00

		40.02	130		022217030	Remove Catch Basin	Each	1.00	1,200.00	\$ 1,200.00
		40.02	140		022217095	Remove Pipe	Foot	31.00	110.00	\$ 3,410.00
		40.02	150		023737010	Loose Riprap	Cubic Yard	59.00	520.00	\$ 30,680.00
		40.02	160		025117000	Fire Hydrant	Each	2.00	17,500.00	\$ 35,000.00
		40.02	170		025117001	1" Water Lateral Connection	Each	4.00	4,700.00	\$ 18,800.00
		40.02	180		025117006	6" Water Lateral Connection	Each	1.00	9,900.00	\$ 9,900.00
		40.02	190		025117008	8" Water Lateral Connection	Each	1.00	15,300.00	\$ 15,300.00
		40.02	200		025117041	1" Water Meter Service Line and Connection	Each	19.00	8,100.00	\$ 153,900.00
		40.02	210		025117043	1-1/2" Water Meter Service Line and Connection	Each	3.00	7,200.00	\$ 21,600.00
		40.02	220		025117045	2" Water Meter Service Line and Connection	Each	3.00	8,000.00	\$ 24,000.00
		40.02	230		025117051	1" Polyethylene Pipe	Foot	291.00	72.00	\$ 20,952.00
		40.02	240		025117066	6" Water Pipe	Foot	187.00	240.00	\$ 44,880.00
		40.02	250		025117068	8" Water Pipe	Foot	578.00	265.00	\$ 153,170.00
		40.02	260		025117100	Relocate Fire Hydrant	Each	1.00	9,400.00	\$ 9,400.00
		40.02	270		025117401	Lower Cable In Place (Single Trench<5')	Foot	300.00	45.00	\$ 13,500.00
		40.02	280		025117403	Lower Electrical In Place (Single Trench<5')	Foot	405.00	45.00	\$ 18,225.00
		40.02	290		025117405	Lower Fiber In Place (Single Trench<5')	Foot	2,409.00	45.00	\$ 108,405.00
		40.02	300		025117407	Lower Telephone In Place (Single Trench<5')	Foot	1,770.00	45.00	\$ 79,650.00
		40.02	310		025117449	New Residential Meter Base	Each	2.00	8,000.00	\$ 16,000.00
		40.02	320		025117450	Transformer	Each	4.00	3,750.00	\$ 15,000.00
		40.02	330		025117460	Ground Sleeve	Each	1.00	2,950.00	\$ 2,950.00

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~~MVBT~~  
**BID SCHEDULE A**  
**BID SCHEDULE**

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**B**

		40.02	340		025117470	Adjust or Replace Box (Complex)	Each	9.00	4,350.00	\$ 39,150.00
		40.02	350		025117475	Adjust or Replace Box (Simple)	Each	4.00	4,050.00	\$ 16,200.00
		40.02	360		025117478	Adjust Box To Finished Grade	Each	17.00	2,560.00	\$ 43,520.00
		40.02	370		025117480	Relocate Pole	Each	3.00	4,830.00	\$ 14,490.00

CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost		
TYPE	NO							QTY	UP	TOTAL
		40.02	380		025117614	4" Sanitary Sewer Cleanout	Each	2.00	2,750.00	\$ 5,500.00
		40.02	390		025117616	6" Sanitary Sewer Cleanout	Each	10.00	3,000.00	\$ 30,000.00
		40.02	400		025117624	4" Sanitary Sewer Lateral Connection	Each	1.00	5,000.00	\$ 5,000.00
		40.02	410		025117626	6" Sanitary Sewer Lateral Connection	Each	1.00	3,000.00	\$ 3,000.00
		40.02	420		025117634	4" Sanitary Sewer Pipe	Foot	134.00	370.00	\$ 49,580.00
		40.02	430		025117636	6" Sanitary Sewer Pipe	Foot	623.00	400.00	\$ 249,200.00
		40.02	440		135537037	3-Inch Conduit	Foot	3,069.00	48.00	\$ 147,312.00
		40.02	450		135537047	4-Inch Conduit	Foot	799.00	51.00	\$ 40,749.00
		40.02	460		165307005	Underground Service Pedestal	Each	20.00	6,330.00	\$ 126,600.00
		40.02	470		165307010	PCC Power Source	Each	19.00	1,608.00	\$ 30,552.00
40.05		SITE STRUCTURES INCLUDING RETAINING WALLS, SOUND WALLS								
		40.05	480		033100030	Cast-In-Place Concrete Culvert - Extension	Lump	1.00	434,260.00	\$ 434,260.00
		40.05	490		039347010	Structural Pothole Patching	Square Foot	111.00	99.00	\$ 10,989.00
40.08		TEMPORARY FACILITIES AND OTHER INDIRECT COSTS DURING CONSTRUCTION								
		40.08	500		005557000	Partnering Cost Reimbursement	Lump	1.00	1,500.00	\$ 1,500.00
		40.08	501			Partnering Incentive	Each	1.00	36,000.00	\$ 36,000.00

~~MVART~~  
**BID SCHEDULE A**  
**BID SCHEDULE**  
**B**

		40.08	510		005557005	Quality Control and Assurance	Lump	1.00	16,400.00	\$ 16,400.00
		40.08	520		015017010	Mobilization	Lump	1.00	340,000.00	\$ 340,000.00
		40.08	530		015407010	Public Information Services	Lump	1.00	7,500.00	\$ 7,500.00
		40.08	540		015547005	Traffic Control	Lump	1.00	162,800.00	\$ 162,800.00
		40.08	550		017217010	Survey	Lump	1.00	72,150.00	\$ 72,150.00
		40.08	560		017240000	Contractor Indirects	Lump	1.00	584,850.00	\$ 584,850.00
		40.08	570		017250000	Misc Insurance/Bond/Contingencies	Lump	1.00	118,100.00	\$ 118,100.00

**Subtotal Schedule A Bid Items \$ 4,090,470.00**

CHANGE	SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost
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TYPE	NO							QTY	UP	TOTAL
10		GUIDEWAY & TRACK ELEMENTS								
10.02		GUIDEWAY: AT-GRADE IN MIXED TRAFFIC								
		10.02	1000		020567015	Granular Borrow (Plan Quantity)	Cubic Yard	14,332.00	74.00	\$ 1,060,568.00
		10.02	1010		020567020	Granular Borrow	Ton	7,717.00	22.00	\$ 169,774.00
		10.02	1020		020757010	Separation Geotextiles	Square Yard	42,999.00	1.00	\$ 42,999.00
		10.02	1025		023167020	Roadway Excavation (Plan Quantity)	Cubic Yard	35,229.00	47.00	\$ 1,655,763.00
		10.02	1030		023167025	Roadway Excavation (Unsuitable)	Cubic Yard	4,234.00	32.00	\$ 135,488.00
		10.02	1040		027217020	Untreated Base Course (Plan Quantity)	Cubic Yard	9,436.00	92.00	\$ 868,112.00
		10.02	1050		027417050	HMA - 1/2 inch	Ton	16,818.00	122.00	\$ 2,051,796.00
		10.02	1060		027527008	Portland Cement Concrete Pavement 8 Inch Thick	Square Yard	1,090.00	137.00	\$ 149,330.00
		10.02	1070		027767007	Concrete Curb Type B4	Foot	434.00	56.00	\$ 24,304.00
		10.02	1080		027767017	Concrete Curb Type B5	Foot	2,246.00	31.00	\$ 69,626.00
		10.02	1090		027767025	Concrete Curb and Gutter Type B1	Foot	232.00	125.00	\$ 29,000.00
		10.02	1100		027767035	Concrete Curb and Gutter Type M1	Foot	12,756.00	48.00	\$ 612,288.00
		10.02	1110		027767036	Concrete Curb and Gutter Type M1 (Special)	Foot	31.00	63.00	\$ 1,953.00
		10.02	1120		027767100	Plowable End Section	Each	10.00	3,220.00	\$ 32,200.00
		10.02	1130		028437010	Crash Cushion Type B (MASH)	Each	7.00	33,000.00	\$ 231,000.00
		10.02	1140		028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch	Foot	4,915.00	130.00	\$ 638,950.00
		10.02	1150		028447330	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch	Foot	168.00	286.00	\$ 48,048.00
		10.02	1160		029637010	Profile Rotomilling	Square Yard	613.00	9.00	\$ 5,517.00

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## BID SCHEDULE

## B

20		STATIONS, STOPS, TERMINALS, INTERMODAL								
20.01		AT-GRADE STATION, STOP, SHELTER, MALL, TERMINAL, PLATFORM								
	20.01	1170		022217205	Relocate Canopy Structure	Each	1.00	70,000.00	\$	70,000.00
	20.01	1180		027731000	Station Docking Guide Strip	Foot	359.00	125.00	\$	44,875.00
	20.01	1190		028881000	Real Time Sign	Each	27.00	1,200.00	\$	32,400.00
	20.01	1200		028881005	Station Map Display	Each	25.00	316.00	\$	7,900.00
	20.01	1210		028881010	Station Name Sign	Each	25.00	1,000.00	\$	25,000.00
	20.01	1220		088001005	Station Windscreen Glass (Clear Side)	Square Foot	299.00	500.00	\$	149,500.00
	20.01	1230		088001010	Station Windscreen Glass (Clear Back)	Square Foot	2,211.00	125.00	\$	276,375.00
	20.01	1240		088001020	Station Windscreen Glass (Art Back)	Square Foot	2,211.00	135.00	\$	298,485.00
	20.01	1250		088002000	Station Windscreen Mullions	Foot	1,197.00	250.00	\$	299,250.00
	20.01	1260		129341001	Bench (Canopy)	Each	43.00	425.00	\$	18,275.00
	20.01	1270		129341002	Bench (Temporary)	Each	12.00	400.00	\$	4,800.00
	20.01	1280		129341003	Trash Receptacle	Each	37.00	420.00	\$	15,540.00
	20.01	1290		172400005	Prefabricated Bus Shelter (5'X8')	Each	3.00	6,000.00	\$	18,000.00
	20.01	1300		172400010	Prefabricated Bus Shelter (8'X11')	Each	9.00	7,000.00	\$	63,000.00
	20.01	1310		174251000	Operator Restroom (Driver Relief Building)	Each	2.00	240,000.00	\$	480,000.00
	20.01	1320		174321001	Station Canopy Columns (1-Bay)	Each	16.00	32,000.00	\$	512,000.00
	20.01	1330		174321002	Station Canopy Columns (2-Bay)	Each	6.00	50,500.00	\$	303,000.00
	20.01	1340		174321003	Station Canopy Columns (3-Bay)	Each	3.00	88,400.00	\$	265,200.00

		20.01	1350		174322001	Station Canopy Frame (1-Bay)	Each	16.00	30,300.00	\$ 484,800.00
		20.01	1360		174322002	Station Canopy Frame (2-Bay)	Each	6.00	51,600.00	\$ 309,600.00

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## BID SCHEDULE B

CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost		
TYPE	NO							QTY	UP	TOTAL
		20.01	1370		174322003	Station Canopy Frame (3-Bay)	Each	3.00	81,900.00	\$ 245,700.00
		20.01	1380		174323001	Station Canopy Finish (1-Bay)	Each	16.00	10,100.00	\$ 161,600.00
		20.01	1390		174323002	Station Canopy Finish (2-Bay)	Each	6.00	17,200.00	\$ 103,200.00
		20.01	1400		174323003	Station Canopy Finish (3-Bay)	Each	3.00	27,300.00	\$ 81,900.00
		20.01	1410		174324001	Station Flatwork (1-Bay)	Each	17.00	22,000.00	\$ 374,000.00
		20.01	1420		174324002	Station Flatwork (2-Bay)	Each	6.00	29,000.00	\$ 174,000.00
		20.01	1430		174324002	Station Flatwork (3-Bay)	Each	3.00	49,000.00	\$ 147,000.00
		20.01	1440		174325000	Station Mockup	Lump	1.00	38,000.00	\$ 38,000.00
		20.01	1450		174501001	Station Electrical (1-Bay)	Each	16.00	161,400.00	\$ 2,582,400.00
		20.01	1460		174501002	Station Electrical (2-Bay)	Each	6.00	112,400.00	\$ 674,400.00
		20.01	1470		174501003	Station Electrical (3-Bay)	Each	3.00	168,000.00	\$ 504,000.00
		20.01	1480		174501004	Station Electrical (Prefab)	Each	9.00	50,800.00	\$ 457,200.00
		20.01	1490		174501010	Station Electrical (Modify Existing Network Cabinet)	Each	2.00	7,000.00	\$ 14,000.00
		20.01	1500		174501050	Station Canopy Snow Melt (Electric)	Each	25.00	5,550.00	\$ 138,750.00
		20.01	1510		174501070	Station Platform Snow Melt (Hydronic)	Each	3.00	46,400.00	\$ 139,200.00
40		SITEWORK & SPECIAL CONDITIONS								
40.01		DEMOLITION, CLEARING, EARTHWORK								
		40.01	1520		015717026	Check Dam – Fiber Roll	Each	3.00	2,170.00	\$ 6,510.00

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## BID SCHEDULE B

		40.01	1530		015717030	Silt Fence	Foot	16,463.00	6.00	\$ 98,778.00
		40.01	1540		015717076	Drop-Inlet Barrier - Fiber Roll	Each	46.00	300.00	\$ 13,800.00
		40.01	1550		015717100	Gutter-Inlet Barrier	Each	106.00	300.00	\$ 31,800.00
		40.01	1560		015717116	Pipe-Inlet Barrier-Fiber Roll	Each	3.00	1,450.00	\$ 4,350.00
		40.01	1570		015717130	Stabilized Construction Entrance	Each	4.00	10,400.00	\$ 41,600.00
		40.01	1580		020570001	Granular Borrow APWA (Plan Quantity)	Cubic Yard	2,718.00	71.00	\$ 192,978.00
		40.01	1590		022217050	Remove Tree	Each	143.00	490.00	\$ 70,070.00
		40.01	1600		022217080	Remove Fence	Foot	4,628.00	9.00	\$ 41,652.00
		40.01	1610		022217110	Remove Concrete Sidewalk	Square Yard	5,752.00	8.00	\$ 46,016.00
		40.01	1620		022217115	Remove Concrete Driveway	Square Yard	309.00	20.00	\$ 6,180.00
		40.01	1630		022217120	Remove Concrete Curb	Foot	3,589.00	11.00	\$ 39,479.00
		40.01	1640		022217125	Remove Concrete Curb and Gutter	Foot	10,002.00	9.00	\$ 90,018.00
		40.01	1650		022217150	Remove Concrete Pavement	Square Yard	2,869.00	16.00	\$ 45,904.00
		40.01	1660		022217165	Remove Asphalt Pavement	Square Yard	45,830.00	14.00	\$ 641,620.00
		40.01	1670		022217170	Remove Precast Concrete Barrier	Foot	100.00	30.00	\$ 3,000.00
		40.01	1680		022217191	Remove Concrete Waterway	Each	14.00	950.00	\$ 13,300.00
		40.01	1690		022217192	Remove Bench	Each	5.00	300.00	\$ 1,500.00
		40.01	1700		022217193	Remove Trash Enclosure	Each	1.00	2,200.00	\$ 2,200.00
		40.01	1710		022217194	Remove Seat Wall	Foot	38.00	150.00	\$ 5,700.00
		40.01	1720		022217195	Remove Privacy Wall	Foot	142.00	70.00	\$ 9,940.00

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## BID SCHEDULE B

		40.01	1730		022217196	Remove Light	Each	3.00	3,000.00	\$ 9,000.00
		40.01	1740		022217197	Remove Concrete Flatwork	Square Foot	3,589.00	1.50	\$ 5,383.50
		40.01	1750		022217198	Remove Concrete Planter Box	Each	4.00	400.00	\$ 1,600.00
		40.01	1760		022217199	Remove Concrete Wall	Foot	247.00	50.00	\$ 12,350.00
		40.01	1770		022217200	Relocate Bike Rack	Each	13.00	225.00	\$ 2,925.00

CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost			
TYPE	NO							QTY	UP	TOTAL	
		40.01	1780		022217201	Relocate Flag Pole	Each	1.00	1,150.00	\$ 1,150.00	
		40.01	1790		022217202	Relocate Electronic Sign Assembly	Each	2.00	2,500.00	\$ 5,000.00	
		40.01	1800		022217203	Relocate Locker	Each	1.00	600.00	\$ 600.00	
		40.01	1810		022217209	Remove Bus Shelter	Each	6.00	7,500.00	\$ 45,000.00	
		40.01	1820		022317010	Clearing and Grubbing	Lump	1.00	286,000.00	\$ 286,000.00	
		40.01	1830		023167041	Excavation (Type 1)	Cubic Yard	480.00	55.00	\$ 26,400.00	
		40.01	1840		023167042	Excavation (Type 2)	Cubic Yard	30.00	300.00	\$ 9,000.00	
		40.02	SITE UTILITIES, UTILITY RELOCATION								
		40.02	1850		018927010	Reconstruct Catch Basin	Each	19.00	3,000.00	\$ 57,000.00	
		40.02	1860		018927050	Reconstruct Manhole	Each	13.00	3,500.00	\$ 45,500.00	
		40.02	1870		022217025	Remove Manhole	Each	2.00	1,700.00	\$ 3,400.00	
		40.02	1880		022217030	Remove Catch Basin	Each	22.00	900.00	\$ 19,800.00	
		40.02	1890		022217095	Remove Pipe	Foot	3,677.00	55.00	\$ 202,235.00	

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## BID SCHEDULE B

		40.02	1900		022217186	Abandon Pipe	Foot	194.00	58.00	\$ 11,252.00
		40.02	1910		026107189	Drainage Pipe - 30 Inch, Metal, Silt Tight	Foot	5.00	2,200.00	\$ 11,000.00
		40.02	1920		026107300	Drainage Pipe - 23 x 14 inch, Reinforced Concrete, Silt-Tight	Foot	98.00	390.00	\$ 38,220.00
		40.02	1930		026107302	Drainage Pipe - 30 x 19 inch, Reinforced Concrete, Silt-Tight	Foot	22.00	655.00	\$ 14,410.00
		40.02	1940		026107382	Drainage Pipe - 12 inch, Smooth, Leak-Resistant	Foot	62.00	175.00	\$ 10,850.00
		40.02	1950		026107384	Drainage Pipe - 15 inch, Smooth, Leak-Resistant	Foot	483.00	165.00	\$ 79,695.00
		40.02	1960		026107386	Drainage Pipe - 18 inch, Smooth, Leak-Resistant	Foot	4,088.00	200.00	\$ 817,600.00
		40.02	1970		026107398	Drainage Pipe - 8 inch, Thermoplastic, Leak-Resistant	Foot	87.00	572.00	\$ 49,764.00
		40.02	1980		026107399	Drainage Pipe - 12 Inch, Thermoplastic, Leak-Resistant	Foot	4.00	575.00	\$ 2,300.00
		40.02	1990		026107613	Drainage Pipe - 12 inch, Reinforced Concrete, Leak Resistant	Foot	67.00	170.00	\$ 11,390.00
		40.02	2000		026107614	Drainage Pipe - 15 inch, Reinforced Concrete, Leak Resistant	Foot	139.00	140.00	\$ 19,460.00
		40.02	2010		026107616	Drainage Pipe - 18 inch, Reinforced Concrete, Leak Resistant	Foot	286.00	193.00	\$ 55,198.00
		40.02	2020		026107618	Drainage Pipe - 24 inch, Reinforced Concrete, Leak Resistant	Foot	90.00	156.00	\$ 14,040.00
		40.02	2030		026337025	Manhole Riser	Each	3.00	16,400.00	\$ 49,200.00
		40.02	2040		026337030	4 Foot Standard Manhole - CB 11	Each	2.00	8,400.00	\$ 16,800.00
		40.02	2050		026337120	Concrete Drainage Structure 3 ft to 5 ft Deep - CB 9	Each	46.00	4,900.00	\$ 225,400.00
		40.02	2060		026337130	Concrete Drainage Structure 5 ft to 7 ft deep - CB 9	Each	11.00	6,200.00	\$ 68,200.00
		40.02	2070		026337140	Concrete Drainage Structure 7 ft to 9 ft deep - CB 9	Each	8.00	7,800.00	\$ 62,400.00
		40.02	2080		026337200	Concrete Drainage Structure 3 ft to 5 ft Deep - CB 12	Each	16.00	5,500.00	\$ 88,000.00
		40.02	2090		026337380	Concrete Drainage Structure Shallow Catch Basin - CB 3	Each	2.00	3,900.00	\$ 7,800.00

**BID SCHEDULE B**

		40.02	2100		026341001	Concrete Drainage Structure Murray Catch Basin Details C-3	Each	4.00	4,400.00	\$ 17,600.00
		40.02	2110		026341002	Concrete Drainage Structure APWA 315 Single	Each	3.00	4,200.00	\$ 12,600.00
		40.02	2120		026341003	Concrete Drainage Structure APWA 331, Type A	Each	3.00	4,200.00	\$ 12,600.00
		40.02	2130		026341004	Concrete Drainage Structure WVC 316	Each	1.00	7,800.00	\$ 7,800.00
		40.02	2140		026341005	Concrete Drainage Structure WVC 331	Each	1.00	7,300.00	\$ 7,300.00
		40.02	2150		026357030	Manhole Cover and Frame - Solid	Each	4.00	190.00	\$ 760.00
		40.02	2160		026357040	Rectangular Grate and Frame - Bicycle Safe	Each	68.00	1,100.00	\$ 74,800.00
		40.02	2170		027770005	Concrete 4 Foot Waterway (APWA)	Foot	40.00	138.00	\$ 5,520.00
		40.02	2180		027770006	Concrete Waterway Transition Structure (APWA)	Square Foot	61.00	30.00	\$ 1,830.00
		40.02	2190		027770007	Concrete Waterway Transition Structure (WVC)	Square Foot	282.00	30.00	\$ 8,460.00

CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost		
TYPE	NO							QTY	UP	TOTAL
		40.02	2200		16525701D	Highway Lighting System (WVC)	Lump	1.00	187,900.00	\$ 187,900.00
		40.02	2210		16525702D	Highway Lighting System (MC)	Lump	1.00	170,200.00	\$ 170,200.00
		40.02	2220		16525703D	Highway Lighting System (SLCC)	Lump	1.00	321,500.00	\$ 321,500.00
		40.02	2230		16525704D	Highway Lighting System (COT 4700S)	Lump	1.00	1,775,400.00	\$ 1,775,400.00
		40.02	2240		16525705D	Highway Lighting System (WVC 2700W)	Lump	1.00	46,800.00	\$ 46,800.00
		40.05	<b>SITE STRUCTURES INCLUDING RETAINING WALLS, SOUND WALLS</b>							
		40.05	2250		018917015	Reset Sign Special	Each	2.00	2,800.00	\$ 5,600.00
		40.05	2260		028357100	Modular Block MSE Retaining Wall	Square Foot	315.00	110.00	\$ 34,650.00

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		40.05	2270		028600001	Privacy Wall (WVC)	Foot	77.00	330.00	\$ 25,410.00	
		40.05	2280		028600002	Privacy Wall (Concrete & Vinyl)	Foot	56.00	580.00	\$ 32,480.00	
		40.05	2290		028617140	Precast Privacy Wall 9 ft	Foot	2,926.00	280.00	\$ 819,280.00	
		40.05	2300		028617150	Precast Privacy Wall 11 ft	Foot	840.00	332.00	\$ 278,880.00	
		40.05	2310		028617160	Precast Privacy Wall (2700 W)	Foot	481.00	344.00	\$ 165,464.00	
		40.05	2320		028627100	Modular Block Gravity Wall	Lump	1.00	108,000.00	\$ 108,000.00	
		40.05	2330		172421000	Trash Enclosure	Lump	1.00	74,000.00	\$ 74,000.00	
		40.06	PEDESTRIAN / BIKE ACCESS AND ACCOMMODATION, LANDSCAPING								
		40.06	2340		025117080	Quick Coupler	Each	25.00	6,000.00	\$ 150,000.00	
		40.06	2350		027717059	Perpendicular/Parallel Pedestrian Access Ramp	Each	34.00	3,610.00	\$ 122,740.00	
		40.06	2360		027721000	Detectable Warning Surface	Each	8.00	320.00	\$ 2,560.00	
		40.06	2370		027767001	Seat Wall	Foot	28.00	926.00	\$ 25,928.00	
		40.06	2380		027767010	Concrete Sidewalk	Square Foot	22,868.00	13.00	\$ 297,284.00	
		40.06	2390		027770007	Mid-Block Curb Cut Assembly (APWA) (SPECIAL)	Each	1.00	3,620.00	\$ 3,620.00	
		40.06	2400		027770008	Mid-Block Curb Cut Assembly (APWA)	Each	24.00	3,550.00	\$ 85,200.00	
		40.06	2410		027770009	Colored Concrete Pavement	Square Foot	1,466.00	20.00	\$ 29,320.00	
		40.06	2420		027770010	Concrete Mowstrip	Foot	4,472.00	36.00	\$ 160,992.00	
		40.06	2430		028100000	Irrigation System	Lump	1.00	786,100.00	\$ 786,100.00	
		40.06	2440		028227001	Decorative Fence	Foot	337.00	60.00	\$ 20,220.00	
		40.06	2450		028227105	Reset Gate	Each	1.00	675.00	\$ 675.00	

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		40.06	2460		028227115	Reset Fence	Foot	425.00	14.00	\$ 5,950.00
		40.06	2470		028447500	Bollard System	Each	13.00	4,800.00	\$ 62,400.00
		40.06	2480		028700001	Bike Rack	Each	26.00	500.00	\$ 13,000.00
		40.06	2490		028700002	Bike Maintenance Station	Each	6.00	1,200.00	\$ 7,200.00
		40.06	2500		028700003	Metal Edging	Foot	4,660.00	20.00	\$ 93,200.00
		40.06	2510		028740001	Restore Landscaping and Irrigation	Square Foot	32,897.00	4.00	\$ 131,588.00
		40.06	2520		029127010	Contractor Furnished Topsoil	Square Yard	11,667.00	7.00	\$ 81,669.00
		40.06	2530		029127015	Contractor Furnished Topsoil - 24" Depth	Square Yard	3,015.00	77.00	\$ 232,155.00
		40.06	2535			Contractor Furnished Topsoil - 24" Depth (Provisional for 4700)	Square Yard	1,000.00	77.00	\$ 77,000.00
		40.06	2540		029227025	Turf Seed	Square Foot	12,845.00	0.20	\$ 2,569.00
		40.06	2550		029227035	Broadcast Seed	Square Foot	150.00	2.00	\$ 300.00
		40.06	2560		029227060	Turf Sod	Square Foot	83,167.00	1.00	\$ 83,167.00
		40.06	2570		029250001	Artificial Turf	Square Foot	810.00	36.00	\$ 29,160.00
		40.06	2580		029327001	Bark Mulch	Square Foot	70,150.00	1.20	\$ 84,180.00

CHANGE		SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost		
TYPE	NO							QTY	UP	TOTAL
		40.06	2590		029327002	Rock Mulch	Square Foot	201,034.00	2.00	\$ 402,068.00
		40.06	2600		029327030	Plant - No. 1 Container	Each	1,744.00	20.00	\$ 34,880.00
		40.06	2610		029327050	Plant - No. 5 Container	Each	2,427.00	49.00	\$ 118,923.00
		40.06	2620		029327090	Plant - 1-1/2 Inch Caliper	Each	32.00	588.00	\$ 18,816.00

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		40.06	2630		02932708D	Plant - 3 Inch Caliper	Each	325.00	740.00	\$ 240,500.00
		40.06	2640		029387010	Tree Pruning	Each	8.00	258.00	\$ 2,064.00
		40.06	2650		033050001	Seat Wall (SLCC)	Foot	280.00	591.00	\$ 165,480.00
		40.06	2660		033090001	Seat Wall (with Stone Veneer)	Foot	124.00	762.00	\$ 94,488.00
		40.06	2670		033090002	Signage Kiosk	Each	6.00	10,200.00	\$ 61,200.00
		40.06	2680		033090003	Signage at Signage Kiosk	Each	6.00	1,000.00	\$ 6,000.00
		40.07	AUTOMOBILE, BUS, VAN ACCESSWAYS INCLUDING ROADS, PARKING LOTS							
		40.07	2690		027220001	Untreated Base Course APWA (Plan Quantity)	Cubic Yard	4,160.00	67.00	\$ 278,720.00
		40.07	2700		027491045	HMA - 3/8 inch (APWA)	Ton	1,693.00	140.00	\$ 237,020.00
		40.07	2710		027491055	HMA - 1/2 inch (APWA)	Ton	1,756.00	155.00	\$ 272,180.00
		40.07	2720		027657020	Pavement Message Paint	Each	347.00	95.00	\$ 32,965.00
		40.07	2725		027657030	Remove Pavement Message	Foot	34,376.00	1.00	\$ 34,376.00
		40.07	2730		027657040	Remove Pavement Message	Each	22.00	80.00	\$ 1,760.00
		40.07	2740		027657050	Pavement Marking Paint	Gallon	870.00	120.00	\$ 104,400.00
		40.07	2750		027657055	Pavement Marking Durable	Gallon	216.00	540.00	\$ 116,640.00
		40.07	2760		027657075	Pavement Marking Paint (Stop line, Crosswalks-12 inch)	Foot	5,264.00	10.00	\$ 52,640.00
		40.07	2770		027767030	Concrete Flatwork 4 inch Thick	Square Foot	5,074.00	15.00	\$ 76,110.00
		40.07	2780		027770001	Concrete Sidewalk (APWA)	Square Foot	49,908.00	19.00	\$ 948,252.00
		40.07	2790		027770002	Concrete Curb and Gutter APWA Type A	Foot	4,947.00	50.00	\$ 247,350.00
		40.07	2800		027770003	Concrete Curb and Gutter APWA Type A - Spill	Foot	1,902.00	52.00	\$ 98,904.00

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		40.07	2810		027770004	Concrete Curb and Gutter APWA Type E	Foot	831.00	52.00	\$ 43,212.00
		40.07	2820		027770011	Concrete Flatwork 4 inch Thick (APWA)	Square Foot	329.00	15.00	\$ 4,935.00
		40.07	2830		027770012	Concrete Curb APWA Type P	Foot	206.00	57.00	\$ 11,742.00
		40.07	2840		027770013	Concrete Curb APWA Type R	Foot	124.00	57.00	\$ 7,068.00
		40.07	2850		027770020	Concrete Driveway Dip, 8 inch Thick (APWA)	Square Foot	448.00	15.00	\$ 6,720.00
		40.07	2855		027770025	Concrete Driveway Flare, 8 inch Thick (APWA)	Square Foot	1,662.00	15.00	\$ 24,930.00
		40.07	2860		027770030	Concrete Driveway Open, 8 inch Thick (APWA)	Square Foot	339.00	15.00	\$ 5,085.00
		40.07	2870		027780001	Patterned Concrete Parkstrip	Square Foot	2,780.00	20.00	\$ 55,600.00
		40.07	2880		028917022	Sign Type A-1, 12 inch X 6 Inch	Each	3.00	41.00	\$ 123.00
		40.07	2890		028917028	Sign Type A-1, 12 inch X 36 Inch	Each	4.00	108.00	\$ 432.00
		40.07	2900		028917029	Sign Type A-1, 18 inch x 12 inch	Each	16.00	76.00	\$ 1,216.00
		40.07	2910		028917031	Sign Type A-1, 18 inch x 18 inch	Each	7.00	100.00	\$ 700.00
		40.07	2920		028917040	Sign Type A-1, 24 inch x 12 inch	Each	7.00	92.00	\$ 644.00
		40.07	2930		028917042	Sign Type A-1, 24 inch x 24 inch	Each	1.00	126.00	\$ 126.00
		40.07	2940		028917045	Sign Type A-1, 24 inch x 18 inch	Each	1.00	106.00	\$ 106.00
		40.07	2950		028917050	Sign Type A-1, 24 inch x 30 inch	Each	2.00	142.00	\$ 284.00
		40.07	2960		028917051	Sign Type A-1, 24 inch X 42 Inch	Each	2.00	207.00	\$ 414.00
		40.07	2970		028917060	Sign Type A-1, 30 inch X 30 Inch	Each	9.00	279.00	\$ 2,511.00
		40.07	2980		028917061	Sign Type A-1, 30 inch X 36 Inch	Each	7.00	237.00	\$ 1,659.00

CHANGE	SCC #	ITEM No.	FUNDING	PAY ITEM NO.	DESCRIPTION	UOM	Cost
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TYPE	NO						QTY	UP	TOTAL		
		40.07	2990		028917062	Sign Type A-1, 30 inch X 42 Inch	Each	5.00	328.00	\$ 1,640.00	
		40.07	3000		028917064	Sign Type A-1, 36 inch X 18 Inch	Each	3.00	251.00	\$ 753.00	
		40.07	3010		028917065	Sign Type A-1, 36 inch X 36 Inch	Each	2.00	362.00	\$ 724.00	
		40.07	3020		028917068	Sign Type A-1, 84 inch X 78 Inch	Each	1.00	1,399.00	\$ 1,399.00	
		40.07	3030		028917270	Remove Sign Less Than 20 SQ FT	Each	49.00	119.00	\$ 5,831.00	
		40.07	3040		028917285	Relocate Sign Less Than 20 SQ FT	Each	9.00	211.00	\$ 1,899.00	
		40.07	3050		028917300	Small Sign Tubular Steel Post Base (B1)	Each	53.00	207.00	\$ 10,971.00	
		40.07	3060		028917320	Slipbase Sign Base (B3)	Each	2.00	565.00	\$ 1,130.00	
		40.07	3070		028917360	Sign Post P2	Each	53.00	199.00	\$ 10,547.00	
		40.07	3080		028917375	Sign Post P5	Each	2.00	623.00	\$ 1,246.00	
		40.07	3090		030590001	Portland Cement Concrete Pavement 8 Inch Thick (APWA)	Square Yard	7,091.00	140.00	\$ 992,740.00	
		40.08	TEMPORARY FACILITIES AND OTHER INDIRECT COSTS DURING CONSTRUCTION								
		40.08	3100		005557000	Partnering Cost Reimbursement	Lump	1.00	8,500.00	\$ 8,500.00	
		40.08	3101			Partnering Incentive	Each	7.00	36,000.00	\$ 252,000.00	
		40.08	3110		005557005	Quality Control and Assurance	Lump	1.00	791,780.00	\$ 791,780.00	
		40.08	3120		015017010	Mobilization	Lump	1.00	3,890,727.00	\$ 3,890,727.00	
		40.08	3130		015407010	Public Information Services	Lump	1.00	42,500.00	\$ 42,500.00	
		40.08	3140		015547005	Traffic Control	Lump	1.00	1,070,330.00	\$ 1,070,330.00	

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		40.08	3150		015547010	Temporary Pedestrian Access Route	Lump	1.00	52,600.00	\$ 52,600.00	
		40.08	3160		017217010	Survey	Lump	1.00	410,000.00	\$ 410,000.00	
		40.08	3170		017240000	Contractor Indirects	Lump	1.00	3,513,627.50	\$ 3,513,627.50	
		40.08	3180		017250000	Misc Insurance/Bond/Contingencies	Lump	1.00	663,300.00	\$ 663,300.00	
		50		SYSTEMS							
		50.02		TRAFFIC SIGNALS AND CROSSING PROTECTION							
		50.02	3190		02892701D	Traffic Signal System (4430 S & S Riverboat Rd)	Lump	1.00	166,000.00	\$ 166,000.00	
		50.02	3200		02892702D	Traffic Signal System (4530 South & S Atherton Dr)	Lump	1.00	172,000.00	\$ 172,000.00	
		50.02	3210		02892703D	Traffic Signal System (4700 South & Driveway)	Lump	1.00	134,000.00	\$ 134,000.00	
		50.02	3220		02892704D	Traffic Signal System (4700 South & Redwood Rd)	Lump	1.00	83,400.00	\$ 83,400.00	
		50.02	3230		02892705D	Traffic Signal System (Sunstone Rd & 4800 South)	Lump	1.00	105,000.00	\$ 105,000.00	
		50.02	3240		02892706D	Traffic Signal System (Transit System Priority)	Lump	1.00	44,000.00	\$ 44,000.00	
		50.03		TRACTION POWER SUPPLY: SUBSTATIONS							
				BUS CHARGING							
		50.03	3250		175001010	Charge Pole Foundation (WVC)	Lump	1.00	45,000.00	\$ 45,000.00	
		50.03	3260		175001020	Charge Pole Foundation (MC)	Lump	1.00	45,000.00	\$ 45,000.00	
		50.03	3270		175001030	Power Cabinet Foundation (WVC)	Lump	1.00	48,000.00	\$ 48,000.00	
		50.03	3280		175001040	Power Cabinet Foundation (MC)	Lump	1.00	48,000.00	\$ 48,000.00	



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	50.05	3430		135947070	24 Strand SMFO Cable	Foot	8,445.00	3.50	\$ 29,557.50
	50.05	3440		135947110	144 Strand SMFO Cable	Foot	45,850.00	4.00	\$ 183,400.00
	50.05	3450		135947130	Fusion Splice	Each	882.00	37.00	\$ 32,634.00
	50.05	3460		135947140	6 Strand Pre-terminated Drop Cable Unit	Foot	1,650.00	4.50	\$ 7,425.00
	50.05	3470		135947150	Fiber Optic Cable Splice Enclosure	Each	19.00	1,480.00	\$ 28,120.00
	50.05	3480		135947151	Fiber Distribution Unit, 48 Strand	Each	20.00	3,450.00	\$ 69,000.00
	50.05	3490		135947152	Fiber Distribution Unit, 144 Strand	Each	2.00	9,625.00	\$ 19,250.00
	50.05	3500		135947160	6 SMFO Drop Cable Termination	Each	5.00	864.00	\$ 4,320.00

**Subtotal Schedule B Bid Items \$ 48,288,106.00**

Subtotal Schedule A NTE of \$ 4,090,470.00

Subtotal Schedule B NTE of \$48,288,106.00

Total NTE Amount \$52,378,576.00

**Total Not to Exceed for Phases I & II:**

**\$52,378,576**

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

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

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

6.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this 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 this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**ARTICLE 7 INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$104,000,000
- Products – Completed Operations Aggregate \$34,000,000
- Personal and Advertising Injury \$24,000,000
- Each Occurrence \$52,000,000



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

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

Combined Single Limit (CSL) \$25,000,000



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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$5,000,000



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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

**5. Railroad Protective Liability Insurance (RRPLI) –**

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

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

- 6. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

- 7. **Builder’s Risk:** Builder’s risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** David Hancock, Chief Capital Services Officer  
**PRESENTER(S):** Jesse Rogers, Bus Vehicle Procurement Project Mgr.

**TITLE:**

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**Change Order: Battery Electric Buses and Associated Charging Equipment 2<sup>nd</sup> Bus Order - 4 Electric Buses (Gillig, LLC)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve the second order of buses on contract 20-03267 and authorize the Executive Director to execute the purchase and associated disbursements with Gillig LLC in the amount of \$4,438,288 for the purchase of 4 additional electric buses to support the current service requirements for OGX.

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**BACKGROUND:**

The OGX project opened for full service earlier in 2023, but up until that point, the 11 buses designated for the service were only providing a shuttle service for Weber state. Now that the service is up and running with the short headways during peak service, the bus quantity requires additional rolling stock.

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**DISCUSSION:**

Per the direction of the OGX project manager, it was determined that 4 additional electric buses were needed. This will allow for robust service reliability. The buses will be purchased utilizing options on UTA's current contract with Gillig, LLC and will be paid for using project and grant funds.

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**CONTRACT SUMMARY:**

**Contractor Name:** Gillig, LLC  
**Contract Number:** 20-03267-5

<b>Base Contract Effective Dates:</b>	2/20/21 thru 2/20/26
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$47,399,418
<b>Amendment Amount:</b>	\$4,438,288
<b>New/Total Contract Value:</b>	\$51,837,706
<b>Procurement Method:</b>	RFP best value initially
<b>Budget Authority:</b>	2024-2028 Capital Plan (OGX project budget)

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**ALTERNATIVES:**

Continue with existing resources and risk OGX service issues.

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**FISCAL IMPACT:**

Funds for this contract are included in year 2024 in the OGX Capital project budget in the 5 year capital plan.

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**ATTACHMENTS:**

Contract - Second Order of Buses



December 19, 2023

Gillig  
 Attn: William F Fay, Jr.  
 451 Discovery Drive  
 Livermore, CA 94551

*Sent by email only:*  
[Sales@gillig.com](mailto:Sales@gillig.com)  
[Sean.Solis@gillig.com](mailto:Sean.Solis@gillig.com)

**RE: Contract 20-03267, Electric Buses and Charging Equipment**

**SECOND BUS ORDER NOTICE TO PROCEED**

**For Four (4) Electric Buses**

Dear Mr. Fay, Jr.,

This letter shall serve as the Second Bus Order under Contract No. 20-03267 awarded to Gillig, LLC., February 20, 2021.

These Electric Buses shall be manufactured as outlined in the Authority's Updated Red-Lined Technical Requirements, the above referenced contract and Gillig, LLC.'s Exhibit A Pricing Schedule.

The cost of the Four (4) Electric Buses:

<b>Quantity</b>	<b>Description</b>	<b>U/Price</b>	<b>Total Price</b>
4	Forty (40') Foot BRT route specific bus.	\$1,109,572.00	\$4,438,288.00
4	Keys – Quantity Two (2) per Bus	\$0.00	\$0.00
	<b>GRAND TOTAL 2ND ORDER</b>		<b>\$4,438,288.00</b>

The total amount of this Notice to Proceed is \$4,438,288.00. Delivery of the Four (4) Electric Buses, no later than December 31, 2025.

If you are in agreement to the above, please sign on the line indicated below and return a copy to Amanda Burton at [aburton@rideuta.com](mailto:aburton@rideuta.com) A fully executed copy will be provided after all signatures are obtained.

**GILLIG, LLC.**

DocuSigned by:

*William Fay Jr.*

12/21/2023

Printed Name: William Fay Jr.

Title: vice President sales

**UTAH TRANSIT AUTHORITY**

\_\_\_\_\_  
Jay Fox  
Executive Director

\_\_\_\_\_  
David Hancock  
Chief Capital Services

DocuSigned by:

*Mike Bell*

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Dave Hancock, Chief Service Development Officer  
**PRESENTER(S):** David Hancock, Chief Service Development Officer

**TITLE:**

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

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize Executive Director to execute the change order and associated disbursements with HNTB Corporation in the not to exceed amount of \$9,250,000 to extend the contract through April 16, 2025.

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**BACKGROUND:**

On April 17, 2021, UTA and HNTB entered into a professional services agreement to provide program management services for an initial term of three years with up to two additional one-year option periods. The original three-year contract amount was \$17,086,498. A contract amendment was executed on May 3, 2023, increasing the initial three-year contract by \$7,845,520, for a total not-to-exceed contract value of \$24,932,015. This contract amendment was needed to continue program management services through the initial 3-year contract term. The HNTB team will continue to support projects and various program initiatives at its current level. Approval of the first option year and contract value adjustment of \$9,250,000 will allow HNTB to provide program management services through April 16, 2025. The new total not-to-exceed contract value is \$34,182,015.

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**DISCUSSION:**

Option Year #1:

The items below highlight the reasons for executing option year #1.

1. Provides continuity with delivering projects/tasks that are underway that will extend past the initial three-year contract term.
2. Provides continued support/development of key program initiatives including Procore, construction management tools, 10-year unconstrained plan, and project controls processes.

Additional detail related to these items is included in Attachment 1 - HNTB PMSC Contract Option Year 1 Scoping document.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	HNTB Corporation
<b>Contract Number:</b>	20-03384-02
<b>Base Contract Effective Dates:</b>	April 17, 2021 - April 16, 2024
<b>Extended Contract Dates:</b>	April 16, 2024 - April 16, 2025
<b>Existing Contract Value:</b>	\$24,932,015
<b>Amendment Amount:</b>	\$9,250,000
<b>New/Total Contract Value:</b>	NTE \$34,182,015
<b>Procurement Method:</b>	RFP- Exercise Option Year 1
<b>Budget Authority:</b>	2024-2028 Capital Plan

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**ALTERNATIVES:**

UTA could elect to not renew this option. Action would require a new procurement for a new Program Management consultant.

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**FISCAL IMPACT:**

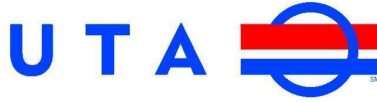
Funding included in the 2024-2028 Five-Year Capital Plan

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**ATTACHMENTS:**

- 1) HNTB PMSC Contract Change Order 02
- 2) HNTB Contract Change Order 02 Scoping Document

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



CHANGE ORDER

No. 2

TITLE: One Year Term & Budget Adjustment  
 PROJECT/CODE: MUL2020 - HNTB PMCS Contract  
 TO: HNTB Corp.  
 ATTN: Tom Schnetzer

DATE: 11/28/2023  
 This is a change order to  
 CONTRACT No: 20-03384VW

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

On April 17, 2021, UTA and HNTB entered into a professional services agreement to provide program management services for an initial term of three years with up to two additional one-year option periods. The original three-year contract amount was \$17,086,498. A contract budget amendment was executed on May 3, 2023, increasing the initial three-year contract by \$7,845,520, for a total not-to-exceed contract value of \$24,932,015. This contract budget amendment was needed to continue program management services through the initial 3-year contract term. The HNTB team will continue to support projects and various program initiatives at its current level through the 2024 calendar year. Approval of the first option year and budget adjustment of \$9,250,000 will allow HNTB to fully budget program management services for the 2024 calendar year in its entirety. The new total not-to-exceed contract value is \$34,182,018.

Direction or Authorization to Proceed (DAP) previously executed: YES \_\_\_ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO \_\_\_

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	-	Original Contract Sum:	\$17,086,495	Final Completion Date Prior to This Change:	4/16/2024
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$7,845,520	Contract Time Change This Change Order (Calendar Days):	365
Cost Plus:	-	Previous Project Total:	\$24,932,015	Final Completion Date as of This Change Order:	4/16/2025
T&M NTE:	\$9,250,000	Net Change This Change Order:	\$9,250,000		
<b>Total:</b>	<b>\$9,250,000</b>	<b>Current Project Total:</b>	<b>\$34,182,015</b>		

ACCEPTED and Signed by:  
 By: Tom Schnetzer  
 Date: 12/11/2023

Tom Schnetzer  
 HNTB Corp.

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Daniel Hofer  
 Project Manager <\$25,000

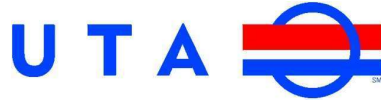
By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Jared Scarbrough  
 Director of Capital Construction <75,000

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

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Vicki Woodward  
 Procurement

DocuSigned by:  
 By: Mike Bell  
 Date: 1/8/2024  
 Mike Bell  
 Attorney General >\$10,000

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



Change Order Summary Worksheet  
Previously Authorized Changes

Contract	20-03384VW HNT
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$17,086,495	
1	4/6/2023	\$7,845,520	\$24,932,015	HTNB Contract Budget Adjustment
Total to Date		\$ 7,845,520		

**UTA PMSC – HNTB Option Year 1 Scoping Document**

Overview

This document outlines the major projects, program initiatives, and associated HNTB team level of effort (budget) needed to support the program through the first option year of the contract. The accompanying option year 1 budget shown in 'Attachment 2 – UTA PMSC HNTB Option Year 1 Estimate' provides the budget detail for each task. The estimate is based on the representative actual level of support provided by the HNTB team through the 2023 calendar year (projected). The budget for the option year assumes a similar level will be required to support UTA's capital program from April 17<sup>th</sup>, 2024, to April 16<sup>th</sup>, 2025. The table below outlines the major areas of support, the representative actual level of effort for 2023 (projected), and the proposed level of effort for option year 1.

Project/Program Initiative	Scope of Work	HNTB Team 2023 Projected Level of Effort	Option Year 1 Justification and Proposed Level of Effort
Program Management Tasks	<p>The program management tasks include the following:</p> <ol style="list-style-type: none"> <li>1. General project management – day-to-day management of team and subconsultants, invoicing, labor review, etc.</li> <li>2. Program Schedule – development and updates to the Integrated Master Program Schedule.</li> <li>3. Program Budget – management of project budgets for team support.</li> <li>4. Program Resources – identification and alignment of resources for all projects and tasks.</li> <li>5. Program and Project Delivery Systems – development and updates to UTA documents (design criteria, standard specifications, standard drawings, Procure implementation, etc.)</li> <li>6. Success Management and Team Building – strategic and focused collaboration for team (team building events, success management workshops)</li> <li>7. Capital Program Development Support – provide support with grant applications, grants management, 10-year unconstrained plan, and other tasks as assigned.</li> <li>8. Community Engagement and Public Involvement – provide resources to support engagement and outreach on projects.</li> <li>9. Quality Management – development and training for the quality management plan.</li> <li>10. Project Controls – support with general project controls on miscellaneous projects (change orders, invoicing, schedules, etc.)</li> </ol>	<p><b>Existing 2023 Level of Effort: \$3,610,000</b></p>	<ol style="list-style-type: none"> <li>1. The following task's level of effort will be consistent with the past two contract years. These include general project management, program schedule, program budget, and program resources. These tasks are associated with managing the project team, billing/invoicing, and overall contract management.</li> <li>2. The Program and Project Delivery Systems task generally has more variability, capturing various program initiative work focused on improving UTA's standards and program delivery capabilities. Several of these initiatives that are currently underway will be completed in the first quarter of 2024. It is anticipated that additional program tasks will see a reduction in 2024.</li> <li>3. The Capital Program Development Support task will see an uptick in level of effort due to the development of the 10-Year Unconstrained Transit Plan work.</li> <li>4. Project controls efforts continue to increase with an increase in projects requiring resources in this area.</li> </ol> <p style="text-align: center;"><b>Proposed Level of Effort: \$2,400,000</b></p>
Capital Construction Projects	<p>The HNTB team supports capital construction projects by providing construction management/oversight, project controls support, Procure integration, and change order support. The team will support the following projects:</p> <ol style="list-style-type: none"> <li>1. MOW Training Yard</li> <li>2. Ogden/Weber State University BRT – Closeout support</li> </ol>	<p><b>Existing 2023 Level of Effort: \$700,000</b></p>	<ol style="list-style-type: none"> <li>1. Construction management and oversight support will be primarily focused on the MOW training yard project, providing both design and construction oversight. In addition to the MOW Training Yard, the HNTB team will continue to support the OGX project with closeout activities.</li> </ol> <p style="text-align: center;"><b>Proposed Level of Effort: \$300,000</b></p>
Capital Development Projects	<p>HNTB will provide project management support, engineering, procurement, and project controls on 28 capital development projects. These projects include the following:</p> <ul style="list-style-type: none"> <li>• Box Elder County Corridor Preservation</li> <li>• Weber County Corridor Preservation</li> <li>• Davis-SLC Community Connector</li> <li>• TIGER Program of Projects</li> <li>• 3300/3500 South MAX Exp/Optimization</li> <li>• Sharp/Tintic</li> <li>• Point of Mountain Transit</li> <li>• Bus Stop Imp/signage - SL County</li> <li>• Planning and Environmental Analysis</li> <li>• FrontRunner Forward</li> <li>• Mid-Valley Connector</li> <li>• TechLink Corridor</li> <li>• Point of Mountain FrontRunner Station</li> <li>• Mt Ogden Admin Bldg expansion</li> <li>• S-Line Extension</li> <li>• Westside Express (5600 West)</li> <li>• South Valley Transit</li> <li>• New Maintenance Training Facility</li> <li>• Utah County Park &amp; Ride Lots</li> <li>• 900 East UVX Station</li> <li>• Sustainability Project Pool</li> <li>• Sheperd Lane Embankment</li> <li>• Daybreak TRAX Station</li> <li>• Bus Training Simulator</li> <li>• Bus Stop Enhancements</li> <li>• Route End of Line (EOL) Enhancements</li> <li>• System Restrooms</li> <li>• Battery Electric Bus (BEB) Charging Design</li> </ul>	<p><b>Existing 2023 Level of Effort: \$2,930,000</b></p>	<ol style="list-style-type: none"> <li>1. Several projects will require a higher level of effort to progress them through their current phase and into the next phase. These include the following: <ol style="list-style-type: none"> <li>a. Davis-SLC Connector – completing bus stop designs for the stops on the north end of the corridor and providing design/environmental oversight of the selected consultant.</li> <li>b. FrontRunner Forward – continue to provide oversight for UTA</li> <li>c. Mid-Valley Connector – provide procurement support, construction oversight, and grants management support as this project transitions into construction.</li> <li>d. S-Line Extension – provide procurement support, stakeholder coordination, and design/construction oversight.</li> <li>e. Westside Express – provide project management, procurement support, and design oversight.</li> <li>f. Daybreak TRAX Station – provide project management, stakeholder coordination, agreement support, procurement, and design.</li> <li>g. Bus Stop Enhancements – continue to manage the bus stop program, coordination with service planners, procurement, and design/construction oversight.</li> </ol> </li> </ol> <p style="text-align: center;"><b>Proposed Level of Effort: \$4,200,000</b></p>

Facilities – SGR Projects	<p>The project team will provide project controls support on the following facilities (SGR projects):</p> <ul style="list-style-type: none"> <li>• Facilities, Equipment Managed Reserve</li> <li>• Facilities Rehab and Replacement</li> <li>• Park and Ride Rehab/Replacement</li> <li>• Stations and Platforms Rehab/Replace</li> <li>• Meadowbrook Flooring/Lighting</li> <li>• Building Remodels/Reconfiguration</li> <li>• Meadowbrook Electrification</li> <li>• Jordan River Bldg 2 Remodel</li> </ul>	<b>Existing 2023 Level of Effort: \$60,000</b>	<p>1. Additional project controls support will be required for the facilities remodel projects. The addition of the Meadowbrook Electrification project will also require additional support from the HNTB project controls group.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$200,000</b></p>
Infrastructure – SGR Projects	<p>The infrastructure (SGR) projects that HNTB will be supporting include the following:</p> <ul style="list-style-type: none"> <li>• Bridge Rehabilitation and Maintenance – HNTB will be assisting UTA with its bridge management program, providing oversight of the bridge inspection program and updating the bridge load ratings.</li> <li>• Rail Rehab and Replacement – will provide as-needed support for projects including design oversight, construction oversight, and procurement support.</li> <li>• Grade Crossing Rehab/Replacement - will provide as-needed support for projects including design oversight, construction oversight, and procurement support.</li> <li>• Traction Power Rehab/Replacement – HNTB’s systems group will continue to support this project with design oversight, construction oversight, and inspections.</li> <li>• OCS Rehab/Replace – will provided as-needed support as directed (design oversight, procurement support, etc.)</li> <li>• Train Control Rehab/Replacement – as needed systems support, updates to in-use drawings, and other work as assigned.</li> <li>• Rail Switches/Trackwork Controls – as need technical support as directed (design oversight, design, etc.).</li> <li>• OCS Training Material for MOW – Dave Farley will continue to assist with the development of training modules for this program.</li> <li>• Light Rail Red Signal Enforcement - as need technical support as directed (design oversight, design, etc.).</li> </ul>	<b>Existing 2023 Level of Effort: \$985,000</b>	<p>1. HNTB will be providing a higher level of support on UTA’s bridge management program to ensure the required documentation is captured and organized for more efficient updates in the future.</p> <p>2. Continued support with procurements and contract management on all infrastructure projects including change order management and tracking, Procure support, and ICE development.</p> <p>3. The HNTB team will continue to provide two full-time resources to assist UTA’s systems group with design and construction oversight for the TPSS project and other systems/signal related projects.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$1,500,000</b></p>
Planning Projects	<p>HNTB will continue to work with the planning department providing both technical and project controls support.</p> <ul style="list-style-type: none"> <li>• Wayfinding Plan – development of standard drawings for wayfinding signage and assist with updates to existing wayfinding in the system.</li> <li>• Bus Network Optimization Program – support with workshops and technical items (toolkit revisions/development).</li> <li>• Planning Studies Managed Reserve – perform small area planning studies as requested.</li> <li>• Planning – general planning support as requested.</li> <li>• One-Time UTA On Demand Funds – project controls support.</li> </ul>	<b>Existing 2023 Level of Effort: \$300,000</b>	<p>1. It is anticipated that the support for planning projects through the option year will remain consistent with previous contract years. One additional project has been added for project controls support functions.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$325,000</b></p>
Property/TOD	<p>The HNTB team will provide technical and project controls support for the following property/TOD projects:</p> <ul style="list-style-type: none"> <li>• Facility Program Development and Design – project controls support</li> <li>• Station Area Planning – project controls support</li> <li>• SL Central HQ Office – the team will continue to provide program management, technical, and project controls support.</li> </ul>	<b>Existing 2023 Level of Effort: \$195,000</b>	<p>1. The property/TOD department will require an increase in project controls support due their adoption of the facility program in addition to the station area planning projects.</p> <p>2. It is anticipated that the support for the SL Central HQ Office project will be like previous contract years.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$225,000</b></p>
Revenue/Service Vehicles	<p>The HNTB team will be providing project controls support for ten revenue/service vehicles projects.</p>	<b>Existing 2023 Level of Effort: \$57,000</b>	<p>1. It is anticipated that the support for revenue/service vehicle projects will be like previous contract years.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$75,000</b></p>
Information Technology	<p>Support for the information technology is limited to one project currently – project controls support for the Fares Systems Replacement Program.</p>		<p>1. This is a new project added to HNTB’s project controls group.</p> <p style="text-align: center;"><b>Proposed Level of Effort: \$25,000</b></p>
		<b>Total Existing 2023 Level of Effort: \$8,837,000</b>	<b>Total Proposed Level of Effort (Option Year 1): \$9,250,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

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**Pre-Procurements**

- Ground Brush Assemblies for S70 Light Rail Fleet
- Jordan River Building 2 Remodel

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

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**DISCUSSION:**

- **Ground Brush Assemblies for S70 Light Rail Fleet.** This is a procurement to contract with a firm to provide 320 ground brush assemblies for the S70 Light Rail Fleet. UTA has faced reliability challenges with the current ground brushes since the S70 vehicles were delivered, and for many years prior on the SD-100 and SD-160 fleets. The wear rate of the carbon ground brushes is significantly higher than predicted by the manufacturer, which has caused multiple fleet challenges, including higher maintenance costs, excessive carbon dust, and pre-mature journal bearing failure. Fleet engineering performed a 1-year test of the replacement system on one each S70, SD100, and SD160 vehicles. Test results show the new brush system will provide significant performance improvements and a 5x improvement to system life. Funding for this

project is included in the State of Good Repair budget under code SGR040. This procurement will be a one-time purchase and will be conducted as an IFB, where award will be given to the lowest priced vendor. (req. 323831 & 326940, Kyle Stockley).

- ***Jordan River Building 2 Remodel.*** This is a procurement to contract with a firm for the remodel of Jordan River Building #2 for use by the MOW group. Remodeling will include office space, storage space, and warehouse/workspace. The exterior of the building will be reconstructed with a new parking lot, landscaping, and utilities. Funding for this project is included in the State of Good Repair under code SGR390. The term of the contract will be for two years, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (req. 13118, David Osborn).

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement  
**PRESENTER(S):** G.J. LaBonty, Manager Customer Experience, Jon Larsen, SLC  
Transportation Director

**TITLE:**

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**Salt Lake City and UTA 200 South Reconstruction Update**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion

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**BACKGROUND:**

As part of a 2018 voter-approved *Funding Our Future* street reconstruction bond, Salt Lake City began reconstruction of 200 South in 2022. 200 South is Utah's busiest transit street, used by 10 routes and 34 buses an hour. The 200 South Reconstruction project design considers the variety of needs of a functional downtown urban core and will rebuild 200 South to improve mobility and safety for all users.

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**DISCUSSION:**

Salt Lake City and UTA will provide an overview of the 200 South reconstruction, transit improvements, and timeline for completion.

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**ALTERNATIVES:**

NA

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**FISCAL IMPACT:**

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UTA's contributions to the project include \$1.3 M cash contribution for additional infrastructure for power and data and \$1.9 M in-kind contribution for amenities, including shelters, benches, lighting, real-time signage, poles/signs, stainless safety handrail, and trashcans.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/24/2024

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Hal Johnson, Acting IMS Director  
Shaina Quinn, Program Manager

**TITLE:**

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**UTA On Demand Service Update**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion

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**BACKGROUND:**

UTA On Demand is an innovative form of transportation that connects riders with other transit services like TRAX, FrontRunner, or Bus as well as to other destinations in the community. The app-based technology matches multiple riders headed in a similar direction into a single vehicle, allowing for quick and efficient shared trips.

Microtransit, branded as UTA On Demand, has emerged as a cost-effective coverage solution. UTA is operating four On Demand zones. Each zone has different characteristics from a demographic and service focus. But all zones have been successful at meeting their objectives to provide more flexible transportation, expand access to transit, provide first and last mile connections, and to repurpose underperforming buses.

In December 2023, the project team requested two microtransit service extensions which were approved. The team committed to return to the Board soon with a more in-depth discussion of microtransit.

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**DISCUSSION:**

Discussion topics include UTA On Demand ridership trends, microtransit and fixed route system performance metrics within the zone, customer feedback, the rationale for microtransit, and key destinations in each zone. All microtransit service planning is supported by and is consistent with the Five-Year Service Plan.

**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

On Demand service is included in the UTA budget.

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**ATTACHMENTS:**

None



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# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 1/24/2024

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

**TITLE:**

**Pending or Reasonably Imminent Litigation**

**AGENDA ITEM TYPE:**

Closed Session

**RECOMMENDATION:**

Approve moving to closed session for discussion of pending or reasonably imminent litigation.

**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation.