



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 15, 2021

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Sheldon Shaw
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of December 8, 2021 Board Meeting Minutes
6. **Reports**
 - a. Agency Report Mary DeLoretto
 - Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update
 - Continuous Improvement Open House
 - Extension of Free Fare for Vaccinations
 - b. Pension Committee Report Jeff Acerson
7. **Resolutions**
 - a. R2021-12-08 - Resolution Ratifying the Adoption of the Final 2022 Budget Bill Greene
 - b. R2021-12-09 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency Monica Morton
Kensey Kunkel
 - c. R2021-12-10 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP) Sheldon Shaw

8. Contracts, Disbursements, and Grants

- a. Contract: Vanpool Replacement Vehicles (Young Chevrolet Layton) Kyle Stockley
- b. Contract: HVAC Overhaul on SD100 and SD160 Light Rail Vehicles (Merak North America LLC) Kyle Stockley
- c. Contract: Final Design for Midvalley Connector (Jacobs Engineering) Todd Provost
Hal Johnson
- d. Change Order: Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride Modification No. 5 (Tooele County Health and Aging Services) Cherryl Beveridge
- e. Change Order: Mobile Transit App Bundled Features Upgrade (Transit) G.J. LaBonty
Jaron Robertson
- f. Change Order: Microtransit Master Service Agreement Service Order No. 2: Southern Salt Lake County Renewal (River North Transit LLC. - Via) Jaron Robertson

9. Discussion Items

- a. UTA Ordinance Update Nichol Bourdeaux
Tim Merrill
Monica Morton
- b. UTA Policy - UTA.05.02 Paid Time Off - Administrative Employees Kim Shanklin

10. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, January 12th, 2022 at 9:00 a.m.

11. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

12. Open Session

- a. Action Regarding Collective Bargaining Kim Shanklin

13. Adjourn

Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines regarding masking and distancing.
- Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, December 14th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

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

TITLE:

Approval of December 8, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the December 8, 2021 Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday December 8, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/720291.html) <<https://www.utah.gov/pmn/sitemap/notice/720291.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>>.

ATTACHMENTS:

1. 2021-12-08_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 8, 2021

9:00 AM

FrontLines Headquarters

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

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

4. Public Comment

No in-person public comment was given and no online public comment was received for the meeting.

5. Consent

a. Approval of November 19, 2021 Special Board Meeting Minutes

b. Approval of December 1, 2021 Board Meeting Minutes

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

6. Reports

a. Agency Report

- **Complimentary Fare and Service Updates**
- **700 South Catenary Upgrade Project**
- **Grants Update**

Complimentary Fare and Service Updates

Mary DeLoretto, UTA Interim Executive Director, was joined by Kensey Kunkel, UTA Manager of Business Development - Sales. Ms. Kunkel reported on sponsored fares in

accordance with R2021-07-04. In December, there were two event partnerships: one for the December 3rd Utah Grizzlies hockey game at the Maverik Center and one for the December 4th Best Fest at the Leonardo Museum. The event partnerships gave transit access to 9,000 individuals with an estimated utilization rate of 5-15%.

Discussion ensued. A question on partnerships for future events was posed by the board and answered by staff.

700 South Catenary Upgrade Project

Ms. DeLoretto was joined by David Hancock, UTA Acting Chief Service Development Officer, and Jared Scarbrough, UTA Acting Director of Capital Construction. Mr. Scarbrough provided an update on the 700 South catenary upgrade, which fixed a long-term catenary wire sagging issue. The project was completed recently during two back-to-back weekend shutdowns.

Discussion ensued. Questions on the service impact of sagging wires, the number of poles required with the new tensioning system, other locations that may require upgrades, and potential for using the tensioning system in the future were posed by the board and answered by staff.

Grants Update

Ms. DeLoretto was joined by Patti Garver, UTA Manager - Environmental & Grant Services. Ms. Garver reviewed grants awarded during the fourth quarter of 2021, which include:

- State of Utah American Rescue Plan Act (ARPA) local match - 300 North Salt Lake City Pedestrian Bridge: \$1.5 million
- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning - TechLink: \$950,000
- Utah Department of Transportation (UDOT) Railroad Safety - Sikaflex: \$50,000
- Utah Clean Air Partnership (UCAIR) - Tooele Microtransit Match: \$15,000

She also reviewed grant applications submitted, which include:

- Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) - Sharp Tintic Connection: \$5.1 million
- Federal Transit Administration (FTA) Bus & Bus Facilities - Transit Technical Education Center: \$3.84 million
- FTA Route Planning Restoration Program - Equity Index Study to Restore Routes: \$300,000
- Wasatch Front Regional Council (WFRC) Flex Funds (STP, CMAQ, TAP): varied
- Mountainland Association of Governments (MAG) Flex Funds (STP, CMAQ, TAP): varied

Discussion ensued. A question on the project start date for the 300 North pedestrian

bridge was posed by the board and answered by staff.

b. Financial Report - October 2021

Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, was joined by Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and provided some project highlights.

Discussion ensued. Questions on fare revenues and crude oil price trends were posed by the board and answered by staff. Trustee Holbrook requested historical data on compressed natural gas prices; Chair Christensen suggested including electrical costs as well.

7. Resolutions

a. R2021-12-06 - Resolution Adopting the Authority's 2022-2026 Capital Plan

Mr. Greene was joined by Mr. Hancock and Mr. Hofer. Mr. Hancock summarized the resolution, which adopts the authority's 2022-2026 capital plan. He reviewed the plan approval process and goals and noted it emphasizes project delivery. Mr. Hofer then reviewed the capital budget summary and project detail, asset management (state of good repair) detail, and capital plan budget year. Mr. Hancock concluded by listing anticipated grants or partner funds and outlining next steps.

Discussion ensued. Questions on wayfinding signage construction, feedback on the 2022 capital plan, and plan flexibility if anticipated funding is not forthcoming were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2021-12-07 - Resolution Authorizing the Purchase of Real Property as part of the UVX Project and Settlement Agreement with University Place SPE, LLC

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Spencer Burgoyne, UTA Manager of Property Administration, and Tim Merrill, Assistant Attorney General. Mr. Drake described the resolution, which authorizes the purchase of real property required for the Utah Valley Express (UVX) project by entering into a settlement agreement with University Place SPE LLC related to the property located at 575 East University Parkway in Orem. The total purchase price is \$1,582,868.

Discussion ensued. A question on the inclusion of costs associated with the

reorganization of the seller's ownership and subsequent subdivision was posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Change Order: Learning Management System - Additional Training (SumTotal)

Kim Shanklin, UTA Chief People Officer, requested the board approve a change order in the amount of \$48,480 to the contract with SumTotal for training on the learning management system software. The total contract value, including the change order, is \$310,792.

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

b. Pre-Procurements

- General Bus Maintenance

Todd Mills, UTA Director of Supply Chain, indicated the agency intends to procure the services listed on the meeting agenda.

Discussion ensued. Questions on the types of maintenance included in the procurement, frequency of the need for external maintenance, and vendor pool were posed by the board and answered by Mr. Mills.

9. Service and Fare Approvals

a. Fare Agreement: Pass Purchase and Administration (Visit Ogden)

Ms. Kunkel was joined by Jonathan Salazar, UTA Acting Regional General Manager - Mt. Ogden Business Unit. Mr. Salazar asked the board to approve a fare agreement with Visit Ogden in the estimated amount of \$1,430-\$1,690 for the distribution of passes to Weber County hotels to sell to their guests at a 20% discount. The contract will be effective December 11, 2021 through April 16, 2022.

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

b. Fare Agreement: Pass Purchase and Administration - Amendment 3 (The Church of Jesus Christ of Latter-Day Saints)

Ms. Kunkel was joined by Stacey Adamson, UTA Senior Sales Representative. Ms. Adamson requested the board approve an amendment to the fare agreement with The Church of Jesus Christ of Latter-Day Saints. The amendment extends the current contract terms through December 31, 2022. The existing contract value is estimated at

\$463,492. The total estimated contract value, including the amendment, is \$1,390,892-\$1,854,592.

Discussion ensued. A question on the customer's desire to continue the pay-per-trip structure was posed by the board and answered by Ms. Adamson.

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

c. Fare Agreement: Eco Trip Rewards Custom Fare - Amendment 2 (Intermountain Health Care Services, Inc.)

Ms. Kunkel was joined by Ms. Adamson. Ms. Adamson asked the board to approve an amendment to the fare agreement with Intermountain Health Care Services, Inc. The amendment extends the current contract terms through December 31, 2022. The existing contract value is \$528,100. The total estimated contract value, including the amendment, is \$859,300-\$993,850.

Discussion ensued. A question on the customer's work-from-home employment trends was posed by the board and answered by Ms. Adamson.

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

d. Fare Agreement: Eco Trip Rewards Custom Fare - Amendment 2 (SelectHealth)

Ms. Kunkel was joined by Ms. Adamson. Ms. Adamson requested the board approve an amendment to the fare agreement with SelectHealth. The amendment extends the current contract terms through December 31, 2022. The existing contract value is \$9,120. The total estimated contract value, including the amendment, is \$15,550-22,000.

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

e. Fare Agreement: Ski Bus Service - Amendment 2 (Davis County)

Ms. Kunkel was joined by Mr. Salazar. Mr. Salazar asked the board to approve an amendment to the fare agreement with Davis County. The amendment includes new terms that bring the contract closer to alignment with other ski bus service contracts. UTA will pay 60% of the operating costs for the service, and Davis and Morgan counties will split the remaining 40% based on the cost allocation methodology detailed in the agreement. The amended cost to Davis County for the 2021-2022 ski season will be \$37,373. The total contract value, including the amendment, is \$201,393.

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

f. Fare Agreement: Ski Bus Service - Amendment 2 (Morgan County)

Ms. Kunkel was joined by Mr. Salazar. Mr. Salazar requested the board approve an amendment to the fare agreement with Morgan County. The amendment includes new terms that bring the contract closer to alignment with other ski bus service contracts. UTA will pay 60% of the operating costs for the service, and Morgan and Davis counties will split the remaining 40% based on the cost allocation methodology detailed in the agreement. The amended cost to Morgan County for the 2021-2022 ski season will be \$2,811. The total contract value, including the amendment, is \$16,573.

Discussion ensued. A question on feedback from Morgan County was posed by the board and answered by Mr. Salazar.

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

g. Fare Agreement: Ski Bus Service - Amendment 1 (SMHG Management LLC/Powder Mountain)

Ms. Kunkel was joined by Mr. Salazar. Mr. Salazar asked the board to approve an amendment to the fare agreement with SMHG Management LLC/Powder Mountain for the 2021-2022 ski season. The amendment extends the current contract terms, except for the deletion of Article 5 and Exhibit C. The amendment value is \$57,438. The total contract value, including the amendment, is \$114,876.

Discussion ensued. A question on bus performance to and from Powder Mountain was posed by the board and answered by Mr. Salazar.

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

10. Discussion Items

a. UTA 2022 Final Budget and Public Engagement Report

Mr. Greene was joined by Ms. Shanklin and Megan Waters, UTA Community Engagement Manager. Mr. Greene provided an overview of the 2022 tentative operating budget and described proposed changes, which include allocating additional funds to the following:

- Service Additions: \$1,952,000
- Recruitment and Retention: \$1,829,000
- Fuel and Power: \$2,261,000
- Benefits Adjustment: \$852,000
- Technical Changes: \$177,000

Mr. Greene then reviewed the final 2022 operating budget, capital program budget, and five-year sources and uses forecasts.

Ms. Waters reported on public engagement efforts related to the 2022 budget and

summarized the feedback received.

Discussion ensued. A question on fuel cost assumptions was posed by the board and answered by Mr. Greene.

Chair Christensen noted the final budget is slated for approval at the December 15, 2021 board meeting.

11. Other Business

- a. Next Meeting: Wednesday, December 15th, 2021 at 9:00 a.m.

12. 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 Holbrook, seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:37 a.m.

The meeting reconvened in closed session at 10:44 a.m.

13. Open Session

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:03 a.m.

Trustee Holbrook left the meeting at 11: 03 a.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:04 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/720291.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

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

TITLE:

Agency Report

- Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update
- Continuous Improvement Open House
- Extension of Free Fare for Vaccinations

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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

- Delegated Task Order Update
 - Continuous Improvement Open House
 - Extension of Free Fare for Vaccinations
-



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

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

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

The Pension Committee met on December 9, 2021. Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

TITLE:

R2021-12-08 - Resolution Ratifying the Adoption of the Final 2022 Budget

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2021-12-08 adopting the Agency's Final 2022 Budget

BACKGROUND:

Each year, a final budget is brought forward to the Board of Trustees for adoption. The 2022 budget development process included the development of a strategic framework, budget planning, evaluation of budget and financial plan assumptions, and the development, prioritization, and selection of budget initiatives and capital projects for inclusion in the 2022 budget.

The resulting Tentative Budget was presented and reviewed by the Board of Trustees with Board adoption at its October 27 meeting. At its November 17 meeting, the Local Advisory Council reviewed the Tentative Budget. The Council also approved the 5-year Capital Plan and recommended its adoption by the Board. The Tentative Budget was sent to Stakeholders and was open for public review and comment from November 3 to December 3, 2021.

At its December 8, 2021 meeting, the Board of Trustees reviewed and discussed the proposed Final 2022 Budget and received the Public Hearing Report from UTA's Hearing Officer. Approval of the resolution adopting the Final 2022 Budget is the last step in setting the budget for 2022.

DISCUSSION:

This resolution provides for the adoption of the Final 2022 Budget. Summary information about the Final 2022 Budget is provided in the Resolution's Exhibits A and B. More detail is

provided in the Tentative Budget Document previously approved by the Board at their October 27th board meeting.

A list of proposed changes to the Tentative Budget Document was presented in detail to the Board on December 8, 2021 for their consideration and are attached for reference (Attachment A).

Following the Board's approval of the Final 2022 Budget, staff will develop and distribute the Adopted Final 2022 Budget Document.

The Resolution's Exhibit A provides summary information for the operating and capital budgets. Budgetary controls are based upon the classifications provided in this exhibit. Exhibit B provides summary information for the operating budget by Office.

Monthly financial reporting for January 2022 and thereafter will include an exhibit which provides budget versus actual financial reporting based upon these classifications.

The Final 2022 Budget Book will provide detailed information for the operating and capital budgets.

ALTERNATIVES:

The Board of Trustees may choose to revise or delay approval of the Final 2022 Budget. If the Final 2022 Budget is not adopted by December 31, 2021, the Tentative 2022 Budget serves as the 2022 budget until the Final 2022 Budget is approved.

FISCAL IMPACT:

Approving the Final 2022 Budget establishes operating and capital budgets for 2022 and supporting 5-year plans.

ATTACHMENTS:

1. R2021-12-08 - Resolution Ratifying the Adoption of the Final 2022 Budget, including:
 - a. Exhibit A - Operating and Capital Budget Summaries
 - b. Exhibit B - Operating Budget Summary by Office
2. Attachment A - Proposed changes to Tentative 2022 Budget Document

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY RATIFYING THE ADOPTION OF THE FINAL 2022 BUDGET

R2021-12-08

December 15, 2021

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

WHEREAS, the Board of Trustees (the “Board”) of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority; and

WHEREAS, as part of that budget process, the Board approved a tentative budget, provided notice for, and held a public hearing, and provided copies of that budget and notice to interested persons and to those entities identified by Statute; and

WHEREAS, on November 17, 2021, the Local Advisory Council reviewed the Authority’s tentative budget and provided their consultation and advice to the Board of Trustees; and

WHEREAS, the Board has reviewed the final budget as proposed by the Authority staff, and believes that the final budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the Board of Trustees desires to establish management and operating goals that are in keeping with the Board’s philosophy to provide leadership and governance to the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board hereby ratifies the adoption of the Authority’s Final 2022 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That the 2022 monthly financial reports shall also include budget versus actual comparisons based upon the operating budget classifications attached to this Resolution as Exhibit B.
3. That this Resolution stay in full force and effect until superseded by further action of the Board.

4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.
5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 15th day of December 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

Exhibit A
(Final 2022 Operating and Capital Budget)

UTAH TRANSIT AUTHORITY
2022 FINAL OPERATING BUDGET
December 8, 2021

Exhibit A

		2022 Final Budget
<u>Revenue</u>		
1	Sales Tax	\$ 435,700,000
2	Federal Preventive Maintenance	59,500,000
3	Passenger Revenue	34,200,000
4	Advertising	1,377,000
5	Investment Income	5,160,000
6	Other Revenues	15,121,000
7	Stimulus Funding	100,100,000
8	Total Revenue	651,158,000
 <u>Operating Expense</u>		
9	Bus	120,297,000
10	Commuter Rail	32,050,000
11	Light Rail	57,620,000
12	Paratransit Service	26,221,000
13	Rideshare/Vanpool	3,795,000
14	Operations Support	61,633,000
15	Management & Support	51,147,000
16	Planning/Capital Support	9,394,000
17	Non-Departmental	1,000,000
18	Total Operating Expense	363,157,000
 <u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>		
19	Principal and Interest	144,837,000
20	Bond Service Utah County for UVX BRT program	3,374,000
21	Contribution to Reserves	15,904,000
22	Transfer to Capital	123,886,000
23	Total Debt Service and Reserves	288,001,000
24	Total Expense	\$ 651,158,000

**UTAH TRANSIT AUTHORITY
2022 FINAL CAPITAL BUDGET
December 8, 2021**

Exhibit A

<u>Funding Sources</u>		<u>2022 Final Budget</u>
25	UTA Current Year Funding	\$ 123,886,000
26	Grants	44,291,000
27	Local Partner Contributions	10,603,000
28	State Contribution	33,446,000
29	Leasing	15,832,000
30	Total Funding Sources	<u>228,058,000</u>
<u>Expense</u>		
31	State of Good Repair	71,338,000
32	Depot District	32,562,000
33	Ogden/Weber BRT	25,465,000
34	Front Runner Forward	15,000,000
35	Mid Valley Connector	10,000,000
36	TIGER Program of Projects	8,206,000
37	Other Capital Projects	65,487,000
38	Total Expense	<u>\$ 228,058,000</u>

Exhibit B

(Final 2022 Operating Budget by Office)

UTAH TRANSIT AUTHORITY
2022 FINAL OPERATING BUDGET
December 8, 2021

Exhibit B

<u>Revenue</u>	<u>2022 Final Budget</u>
1 Sales Tax	\$ 435,700,000
2 Federal Preventive Maintenance	59,500,000
3 Passenger Revenue	34,200,000
4 Advertising	1,377,000
5 Investment Income	5,160,000
6 Other Revenues	15,121,000
7 Stimulus Funding	100,100,000
8 Total Revenue	\$ 651,158,000

<u>Operating Expense</u>		<u>FTE</u>
9 Board of Trustees	\$ 2,702,000	13.4
10 Executive Director	8,490,000	41.5
11 Operations	275,648,000	2,286.2
12 Finance	14,646,000	113.5
13 Service Development	7,783,000	56.0
14 Planning & Engagement	14,884,000	73.2
15 Enterprise Strategy	22,525,000	115.0
16 People	15,479,000	84.0
17 Non-Departmental	1,000,000	
18 Total Operations	363,157,000	2,782.8
19 Debt Service	148,211,000	
20 Contribution to Reserves	15,904,000	
21 Contribution to Capital Budget	123,886,000	
22 Total Final 2022 Operating Expense	\$ 651,158,000	

UTAH TRANSIT AUTHORITY
CHANGES FROM TENTATIVE OPERATING BUDGET
December 8, 2021

Attachment A

		2022 Tentative	Revenue Backed		Recruitment &		Fuel & Power		Technical	
		Budget	Service	Service Adjustments	Retention	Price Increases	JIT Adjustments	Budget		
<u>Revenue</u>								Adjustments		2022 Final Budget
1	Sales Tax	\$ 419,100,000						\$ 16,600,000		\$ 435,700,000
2	Federal Preventive Maintenance	59,500,000								59,500,000
3	Passenger Revenue	36,033,000						(1,833,000)		34,200,000
4	Advertising	1,370,000						7,000		1,377,000
5	Investment Income	4,832,000						328,000		5,160,000
6	Other Revenues	13,826,000	1,770,000					(475,000)		15,121,000
7	Stimulus Funding	100,100,000								100,100,000
8	Total Revenue	634,761,000	1,770,000	-	-	-	-	14,627,000		651,158,000
<u>Operating Expense</u>										
9	Bus	116,830,000		410,000	1,240,000	1,037,000	780,000			120,297,000
10	Commuter Rail	31,721,000		(228,000)	60,000	450,000	47,000			32,050,000
11	Light Rail	56,900,000			280,000	450,000		(10,000)		57,620,000
12	Paratransit Service	25,888,000			150,000	183,000				26,221,000
13	Rideshare/Vanpool	3,705,000				90,000				3,795,000
14	Operations Support	61,525,000				37,000	25,000	46,000		61,633,000
15	Management & Support	49,140,000	1,770,000		99,000	14,000		124,000		51,147,000
16	Planning/Capital Support	9,377,000						17,000		9,394,000
17	Non-Departmental	1,000,000								1,000,000
18	Total Operating Expense	356,086,000	1,770,000	182,000	1,829,000	2,261,000	852,000	177,000		363,157,000
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>										
19	Principal and Interest	144,340,000						497,000		144,837,000
20	Bond Service Utah County for UVX BRT	8,872,000						(5,498,000)		3,374,000
21	Contribution to Reserves	16,400,000						(496,000)		15,904,000
22	Transfer to Capital	109,063,000						14,823,000		123,886,000
23	Total Debt Service and Reserves	278,675,000	-	-	-	-	-	9,326,000		288,001,000
24	Total Expense	\$ 634,761,000	\$ 1,770,000	\$ 182,000	\$ 1,829,000	\$ 2,261,000	\$ 852,000	\$ 9,503,000	\$	651,158,000

UTAH TRANSIT AUTHORITY
CHANGES FROM TENTATIVE CAPITAL BUDGET
December 8, 2021

Attachment A

		2022 Tentative	Technical	
		Budget	Budget	
<u>Funding Sources</u>			Adjustments	2022 Final Budget
25	UTA Current Year Funding	\$ 121,386,000	\$ 2,500,000	\$ 123,886,000
26	Grants	44,291,000	-	44,291,000
27	Local Partner Contributions	10,603,000	-	10,603,000
28	State Contribution	35,946,000	(2,500,000)	33,446,000
29	Leasing	15,832,000	-	15,832,000
30	Total Funding Sources	228,058,000	-	228,058,000
<u>Expense</u>				
31	State of Good Repair	71,338,000		71,338,000
32	Depot District	32,562,000		32,562,000
33	Ogden/Weber BRT	25,465,000		25,465,000
34	Front Runner Forward	15,000,000		15,000,000
35	Mid Valley Connector	10,000,000		10,000,000
36	TIGER Program of Projects	8,206,000		8,206,000
37	Other Capital Projects	65,487,000		65,487,000
38	Total Expense	\$ 228,058,000	\$ -	\$ 228,058,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director
Kensy Kunkel, Manager Business Development - Sales

TITLE:

R2021-12-09 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve and adopt Resolution R2021-12-09

BACKGROUND:

On December 2, 2020, the Board of Trustees approved offering a 50 percent fare discount for qualified low-income individuals to be administered through a Low-Income Fare Pilot, Part 2 ("Pilot"). The purpose of this pilot was to improve and revamp the UTA Horizon pass by increasing access to transit discounts for customers not currently receiving a discount or subsidized fare.

The UTA Fares team collaborated with IT to create and launch an online application database and portal. This portal allowed individuals to apply and qualify to receive a UTA FAREPAY card programmed to give users a 50 percent discount off UTA's public fare. This portal was launched in June 2021. This is the first time UTA has offered a program to low-income individuals.

The Fares team will continue to enhance the program providing transit access to as many individuals as possible. This will be accomplished through additional website development, implementing the feedback gathered through community outreach events, additional marketing and communication, and generally improving the customer experience.

DISCUSSION:

The Low-Income Fare pilot ends December 31, 2021. Staff recommends making the 50 percent discount

permanent, discontinuing the sale of UTA Horizon pass, and continuing to offer transit passes to low-income individuals through the online program.

ALTERNATIVES:

Do no approve the Resolution and retain the UTA Horizon Pass

FISCAL IMPACT:

Neutral as compared to 2021 revenue. UTA anticipates that customer previously purchasing Horizon passes will continue to migrate to the Reduced Fare FAREPAY Card.

ATTACHMENTS:

R2021-12-09 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
UTAH TRANSIT AUTHORITY ADOPTING THE FARE RATES
AND TYPES OF FARE MEDIA OF THE AGENCY**

R2021-12-09

December 15, 2021

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

WHEREAS, the Act Empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Policy also empowered the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS, the Board of the Authority, on June 9, 2021, adopted a fare structure and approved new or modified fare media for transit services in Resolution R2021-06-03; and

WHEREAS, the Board of the Authority desires to rescind Resolution R2021-06-03, and to set a new fare structure and establish the types of fare media for the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority”:

1. That Resolution R2021-06-03 is hereby rescinded in its entirety.
2. That the Fare Rates of the Authority are hereby adopted in substantially the same form as attached as Exhibit A.
3. That the types of accepted Fare Media of the Authority are hereby adopted in substantially the same form as attached as Exhibit B.
4. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 15th day of December 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

Exhibit A

Utah Transit Authority Fare Rates Effective January 1, 2022

Utah Transit Authority Fare Rates Effective January 1, 2022

1) Base Fare and FrontRunner

Local Bus, TRAX, Streetcar

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
Day	\$5.00	None
Monthly	\$85.00	\$42.50

Express Bus, Ski

	Adult	Reduced Fare
One-way	\$5.00	\$2.50
Monthly	\$170.00	\$85.00

FrontRunner

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
<i>Additional Stops</i>	\$0.60	\$0.30
Roundtrip	\$5.00	\$2.50
<i>Additional Stops</i>	\$1.20	\$.60

2) Special pricing

	Adult
Route Deviation	\$1.25
Group Pass	\$15.00
Paratransit	\$4.00
Paratransit 10-Punch	\$40.00
Ride Van Plus	\$50.00 Monthly
FAREPAY Discount	20%

3) Free Fare

The following special groups may ride free of charge under these parameters:

- Free Fare Zone – Customers boarding/alighting in the free fare zone
- Children – 5 years and younger when accompanied by a fare paying adult
- Employees – Agency employees, retirees, and eligible dependents
- Personal Care Attendant – Must accompany a pre-qualified rider with a disability
- Paratransit Eligible – Individuals certified as ADA paratransit eligible
- Elementary Students – Must have a training safety course and travel with a school group
- Trainer/Trainees – Trainer with accompanying trainees learning to use the system
- Sworn Peace Officers – Either in or out of uniform and certified with proof of status

4) Reduced Fare

A 50% reduced fare discount will be offered based on the following parameters:

- Seniors: 65 years or older, must show reduced fare card or proof of eligibility and identity when riding
- Disabled: pre-qualified by UTA, must show reduced fare card
- Medicare: valid Medicare card, must show reduced fare card or proof of eligibility and identity when riding
- Youth: between the ages of 6 and 18 years old, must show reduced fare card or proof of eligibility and identity when riding
- Low Income Individuals: Individuals with household income below 150% of the federal poverty level and who are pre-qualified to receive the reduced fare discount

A 75% reduced fare discount will be offered based on the following parameters:

- Human Service Organizations: agencies pre-qualified by UTA may participate in a low income program and purchase discounted transit passes to distribute free of charge to their clients

Exhibit B

Utah Transit Authority Fare Media

Utah Transit Authority Fare Media

Effective January 1, 2022

5) Approved Fare Media

- Transfer Slip
- Electronic Card
- Mobile Phone
- Paper Pass/Ticket
- Sticker
- Cash
- Event Ticket (or similar document) issued for UTA-authorized high volume events

6) Eliminated Fare Media

- Tokens
**Token sales ended November 31, 2020, and were accepted through December Change Day 2021*



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Sheldon Shaw, Director Safety & Security

TITLE:

R2021-12-10 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve the 2022 TASP and authorize the Authority's Interim Executive Director as the Accountable Executive to execute and deliver the TASP on behalf of the Authority.

BACKGROUND:

The Federal Transit Administration (FTA) under rule 49 CFR Part 673 requires Rail Transit Agencies (RTA's) to have a compliant TASP.

Currently at UTA the TASP covers all modes and business units.

DISCUSSION:

General requirements for the TASP include:

1. An approval by the agency's Accountable Executive and Board of Directors (or an equivalent authority);
2. The designation of a Chief Safety Officer;
3. The documented processes of the agency's Safety Management Systems (SMS), including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;

4. An employee reporting program;
 5. Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
 6. Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
 7. A process and timeline for conducting an annual review and update of the safety plan.
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

Compliance with the rule is required of recipients of financial assistance under FTA's 5307 requirements.

ATTACHMENTS:

R2021-12-10 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THE
AUTHORITY'S AMENDED TRANSIT AGENCY SAFETY PLAN**

2021-12-10

December 15, 2021

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

WHEREAS, the Authority operates a light rail system known as TRAX (the "TRAX System"); and

WHEREAS, the TRAX System is a rail fixed guideway public transit system, the safety of which is regulated by the Utah Department of Transportation under the Federal Transit Administration's state safety oversight laws and regulations (collectively the "SSO Rules"); and

WHEREAS, pursuant to the SSO Rules, the Authority is required to develop a comprehensive public transit agency safety plan (the "TASP") to: (i) identify and evaluate safety risks related to the TRAX System; (ii) implement strategies mitigating such risks; (iii) establish a process for annual reviews of the safety plan; (iv) set safety performance targets; (v) assign safety responsibilities; and (v) establish a staff safety training program; and

WHEREAS, the SSO Rules require that the TASP, and any updates to the TASP, be approved by the Board of Trustees for the Authority (the "Board") and executed by a single executive who has ultimate responsibility for implementing the TASP (the "Accountable Executive"); and

WHEREAS, the Authority has prepared a revised TASP in the form attached as Exhibit A, which revised TASP has been presented to the Board for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the TASP attached as Exhibit A.
2. That Resolution R2020-12-09, approving the TASP and Accountable Executive for 2021 is hereby superseded.
3. That the Board hereby designates the Authority's Executive Director as the Accountable Executive and authorizes the Executive Director to execute and deliver the TASP on behalf of the Authority.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the TASP.
5. That the corporate seal be attached hereto.

Approved and adopted this 15th day of December 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

Exhibit A
(Transit Agency Safety Plan)

UTAH TRANSIT AUTHORITY

TRANSIT AGENCY SAFETY PLAN (TASP)



January 2022

Revision Date	Description of Revisions	Person Issuing Changes
November 1999	Original SSPP issue which includes the System Security Plan	Steve Cain UTA Risk Manager
January 2001	Annual Update	Ed Buchanan Rail Safety Administrator
January 2002	Annual Update (TRAX Only Removal of Bus info.)	Ed Buchanan Rail Safety Administrator
January 2003	Annual Update (Removal of System Security Plan)	Ed Buchanan Rail Safety Administrator
January 2004	Annual Update	Ed Buchanan Rail Safety Administrator
January 2005	Annual Update	Ed Buchanan Rail Safety Administrator
April 2006	Final Rule 659 changes – New standards from UDOT	Ed Buchanan Rail Safety Administrator
April 2007	Implemented the SSPP requirements for commuter railroads using The Manual for the Development of SSPP for Commuter Railroads 5/15/06	Ed Buchanan Rail Safety Administrator
January 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
December 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
April 2010	Annual Update	Ronald W. Nickle Rail Safety Administrator
February 2011	Annual Update	Ronald W. Nickle Rail Safety Administrator
October 2012	Annual Update, (OHSAS 18001)	Ed Buchanan Safety Department
January 2013	Annual Update	Darin L. Francom Safety Department

January 2014	Annual Update	Darin L. Francom Safety Department
January 2015	Annual Update, Change document to Transit Agency Safety Plan (TASP) format in preparation for the implementation of MAP-21 requirements from 49 USC 5329 (e)	Darin L. Francom Ed Buchanan Safety Department
January 2016	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2017	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2018	Annual Update	Darin L. Francom Ed Buchanan Safety Department
January 2019	Annual Review and Update	Darin L. Francom Sheldon Shaw Safety Department
January 2020	Annual Review and Update	Darin L. Francom Travis King Safety Department
January 2021	Annual Review and Update	Travis King Tina Bartholomew Safety Department
January 2022	Annual Review and Update	Travis King Safety Department

Table of Contents

Definitions and Acronymns	viii
Definitions.....	viii
Acronyms.....	xi
I Policy	3
1.1 Authority and Policy Statement	3
1.1.1 Introduction.....	3
1.1.2 Authority.....	3
1.2 Goals and Objectives	6
1.2.1 Goals and Management Responsibilities	6
1.2.2 Corporate Safety Policies.....	7
1.2.3 Integrating Safety into all Aspects of UTA	7
1.3 Overview of Management Structure	9
1.3.1 UTA Board of Trustees and Executive Staff.....	9
1.3.2 Management – Key Role in Safety.....	9
1.3.3 Management – Transit Agency Safety Plan (TASP)	10
1.3.4 Light Rail Service	11
1.3.5 Commuter Rail Service	11
1.3.6 Bus Service.....	12
1.3.7 Climate and Geography.....	12
1.3.8 Utah Transit Authority Organizational Chart.....	13
1.4 TASP Annual Updates, Revisions, and Changes	15
1.4.1 Written Plans	15
1.4.2 TASP Annual Update Process Flow Chart	16
1.4.3 Emergency Management Team Meetings.....	16
II Risk Management	17
2.1 Risk Management Program	17
2.1.1 Hazard Management	17
2.1.2 Hazard Process Overview	18
2.1.3 Hazard Identification	19

2.1.4	Hazard Investigation, Evaluation, and Analysis	21
2.1.5	Hazard Control, Resolution and Elimination	24
2.1.6	Hazard Tracking	25
2.1.7	Job Safety Briefing.....	26
2.2	Hazardous Materials Program	28
2.2.1	Management of Hazardous Materials.....	28

III Assurance	29

3.1	Internal Safety Audit/Review Program.....	29
3.2	Accident Notification, Investigation, and Reporting.....	32
3.2.1	Notification Thresholds.....	32
3.2.2	Accident Investigation Process	35
3.2.3	Reporting Accidents.....	36
3.2.4	Corrective Action	37
3.3	Safety Data Collection and Analysis.....	39
3.3.1	Data Collection	39
3.3.2	Data Analysis.....	39
3.3.3	Continuous Improvement.....	40
3.4	System Modifications (Management of Change).....	41
3.4.1	MOC Authority.....	41
3.4.2	Management of Change (MOC) Process	41
3.4.3	MOC Action Considerations	42
3.4.4	MOC Log.....	43
3.4.5	Notifying Departments.....	43
3.4.6	MOC Approval and Verification Document	43
3.5	Configuration Control	44
3.6	System Safety and Security Certification.....	45
3.6.1	Safety Certification	45
3.6.2	Hazard Analysis	45
3.6.3	Project Certification / Hold Point Process	47
3.6.4	Quality Assurance.....	49
3.7	Rules Compliance.....	50
3.7.1	TRAX Rules Compliance.....	50

3.7.2	FrontRunner Rules Compliance.....	52
3.7.3	Bus Rules Compliance	53
3.7.4	Safety Rules Compliance Checks and Verification.....	54
3.8	Facilities, Structures and Equipment Inspections	55
3.8.1	Facilities and Equipment to Be Inspected.....	55
3.8.2	Techniques, Schedules, and Procedures	55
3.8.3	Tracking and Resolving Hazards Identified During Inspections.....	55
3.8.4	Railroad Bridge Safety Management and Inspection Program	56
3.9	Maintenance Audits and Inspection Program	57
3.9.1	Equipment or Facilities Maintenance Audits and/ Inspections	57
3.9.2	Auditors of Maintenance and Operations Activities	57
3.9.3	Audit Report—Tracking and Resolving Internal Audit Findings	58
3.9.4	Follow-Up /Action Plans.....	58
3.9.5	Resolving Problems and Disagreements.....	58
3.9.6	Use of a Written Checklist	58
3.9.7	Tracking and Resolving Hazards or Concerns	58
3.10	Drug and Alcohol Program and Medical Monitoring	60
3.10.1	Drug and Alcohol Program	60
3.10.2	Medical Monitoring	60
3.11	Procurement	61
3.11.1	Measures and Controls for the Procurement Process	61
3.11.2	Inspection and Control of Materials.....	61

IV Promotion	63

4.1	TASP Implementation Activities and Responsibilities	63
4.1.1	TASP Committees and Position Responsibilities.....	63
4.1.2	TASP Committees	63
4.1.3	Department Position Responsibilities	69
4.2	Training and Certification Program.....	74
4.2.1	Employee and Contractor Safety	74
4.2.2	Training and Certification for Employees and Contractors	74
4.2.3	Work-Required Training for Employees and Contractors	75
4.2.4	Employee and Contractor Safety Programs	76

4.2.5	Construction Safety Requirements	76
4.2.6	Training and Certification Training, Courses, Education	76
4.3	Local, State, and Federal Requirements	78
4.3.1	Corporate Policies	78
4.3.2	Occupational, Environmental, Safety and Health (OES&H)	79
4.3.3	Federal Railroad Administration and TRAX Light Rail	81
4.3.4	Federal Railroad Administration and FrontRunner Commuter Rail.....	81

V Appendices **84**

Appendix A:.....	Internal Review Schedule (2020-2023)	85

Appendix B:.....	Sample Documents	87

Appendix B-1	Safety Dashboard (Sample)	88
Appendix B-2	Collisions/Injuries Rolling Average Index (Sample).....	89
Appendix B-3	Internal Audit Inspection Checklists and Schedule (Sample).....	90
Appendix B-4	Facility PM Inspection Checklist (sample).....	93
Appendix B-5	Monthly Safety Environmental Check List (Sample).....	94

Appendix C:.....	Blank Forms	95

Appendix C-1	Non-Conformance Corrective Action Plan (NCAP) Form	96
Appendix C-2	Safety Suggestion/Hazard Report Form.....	97
Appendix C-3	Safety and Security Certifiable Items Checklist.....	98
Appendix C-4	UTA Safety Certification Hold Point Approval Forms.....	99
Appendix C-5	Management of Change (MOC) Approval and Verification Document	103
Appendix C-6	Safety Department Investigation Form.....	104
Appendix C-7	TRAX Supervisor's Accident/Incident Report Form	105
Appendix C-8	Bus Supervisors Accident/Incident Report Form	109
Appendix C-9	Employee Accident /Incident Report Form Page	111
Appendix C-10	Rail Service Center Safety Checklists/Audit Forms.....	113

Appendix D:	System Maps	117

Appendix D-1	Salt Lake Bus System Map	118
Appendix D-2	Utah County System Map	119
Appendix D-3	Weber, North Davis and Box Elder County System Map	120

Appendix D-4 Rail (TRAX and FrontRunner) and UVX Map..... 121

DEFINITIONS AND ACRONYMS

DEFINITIONS

Accident	In accordance with 49 CFR Part 674, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Confidential Close-Call Reporting System (C3RS)	A voluntary confidential program allowing employees and contractors to report close calls. The program provides a safe environment for employees and contractors to report unsafe events and conditions.
Case Management System (CMS)	The online database and process that makes up the C3RS program.
Certifiable Items List (CIL)	A UTA-approved list of safety and security critical certifiable elements and sub-elements.
Corrective Action Plan (CAP)	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.
Event	Means, in accordance with 49 CFR Part 674, an Accident, Incident, or Occurrence.
Face Up	When two trains are moving toward each other on the same track due to system or operator error and have the potential to collide.
Front Runner System Safety Plan (FRSSP)	Commuter Rail's structured program with proactive processes and procedures, developed and implemented to identify and mitigate or eliminate hazards and the resulting risks (mirrors TASP). 49 CFR Part 270
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.
Hazard Management	The process of identification and analysis of a hazard to mitigate, control, or accept it.
Incident	In accordance with 49 CFR Part 674, an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a rail transit agency.
National Transit Database (NTD)	An Internet-based system for reporting of major and non-major events administered by the FTA at www.NTDProgram.com

Occurrence	An event where there is no personal injury, nor property damage that causes disruption to rail services. Such events include close calls, near misses, and vandalism/theft.
Passenger	A person who is boarding, on board, or alighting from a transit vehicle for the purpose of travel.
Positive Train Control (PTC)	A system that uses communication-based/processor-based train control technology that is capable of reliably and functionally preventing train-to-train collisions, overspeed derailments, incursions into established work zone limits, and the movement of a train through a main line switch in the wrong position.
Rail Fixed Guideway System (RFGS)	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined planer, funicular, trolley, or automated guideway not regulated by the FRA, that is included in FTA's calculation of fixed guideway route miles or receives funding under formula program for urbanized areas.
Rail Transit Controlled Property	A property that is used by the rail transit agency and may be owned, leased, or maintained by the rail transit agency.
Rail Transit Vehicle	The rail transits agency's rolling stock, including, but not limited, to passenger or maintenance vehicles.
Revenue Service Operation	Any transit service operation that is available for public use.
Risk	An expression of possible loss over a specified period or number of operational cycles. It may be expressed as the product of hazard severity and probability.
Rule	The regulations, promulgated by the Federal Transit Administration, regarding the state safety oversight of rail fixed guideway systems. The 49 CFR Part 659 Final Rule became effective May 1, 2005.
Safety	Freedom from harm resulting from unintentional acts or circumstances.
Safety Critical	A term applied to any condition, event, operation, process, or item whose proper recognition, control, performance, or tolerance is essential to safe system operation (e.g., safety critical function, safety critical path, safety critical component).
S\\ Or S Drive Or Safety Drive	This is the shared network drive for the safety department, found on the UTA network at \\users\departments\safety department.
Safety Management System	A method of identifying hazards and controlling risks in a work and operational environment that continually monitors these methods for effectiveness.

Serious Injury	Serious injury means, in accordance with 49 CFR Part 674, any injury which: 1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2. Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3. Causes severe hemorrhages, nerve, muscle, or tendon damage; 4. Involves any internal organ; or 5. 5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)
State Safety Oversight Agency (SSOA)	State Safety Oversight Agency (SSOA) means the entity, other than the rail transit agency, designated by the state or several states to implement the safety and security oversight of rail transit agencies. In particular for this document, SSOA refers to the Utah Safety Oversight Program, managed by the Utah Department of Transportation.
System Life Cycle	All phases of the system's life including design, research, development, test and evaluation, production, deployment (inventory), operations, support, and disposal.
UDOT Program Procedures and Standards	Program Procedures and Standards means a written document developed and adopted by the oversight agency (UDOT), that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.
System Security Plan (SSP)	Document describing the responsibilities and procedures for security of a system.
Temporal Separation	Operating conventional freight/passenger and transit rail equipment at completely distinct periods of the day, and procedures to ensure strict observation of the defined operating windows.

ACRONYMS

AEF	Accident Evaluation Group
APTA	American Public Transportation Associates
ARC	Accident Review Committee
AC	Activation Committee
BSC	Bus Safety Committee
CAP	Corrective Action Plan
CAR	Corrective Action Request
CCC	Configuration Control Committee
ED	Executive Director (UTA)
CFR	Code of Federal Regulations
CIL	Certifiable Items List
CR	Commuter Rail
CSC	Construction Safety Committee
DSS	Director of Safety & Security
DHS	Department of Homeland Security
EPP	Emergency Preparedness Plan
FAST	Fixing America's Surface transportation
FHR	Final Hazard Rating
FLSSC	Fire Life Safety and Security Committee
FRA	Federal Railroad Administration
FRSSP	Front Runner System Safety Program
FTA	Federal Transportation Administration
GM	General Manager
GMSSC	General Manager's Safety and Security Committee
IHR	Initial Hazard Rating
MAP-21	Moving Ahead for Progress in the 21st Century
MOC	Management of Change
NCR	Non Conformance Report
NRC	National Response Center
NTD	Nation Transit Database
NTSB	National Transportation Safety Board
OHA	Operational Hazard Analysis
PAR	Preventive Action Request

PHA	Preliminary Hazard Analysis
POC	Point of Contact
PTC	Positive Train Control
QA	Quality Assurance
QC	Quality Control
RAP	Rail Activation Plan
RFGS	Rail Fixed Guideway System
RGM	Rail/Regional General Manager
RSC	Rail Safety Committee
SDS	Safety Data Sheets
SMS	Safety Management System
SOP	Standard Operating Procedure
SSCVR	Safety and Security Certificate Verification Report
SSO	State Safety Oversight
SSP	System Security Plan
SSPP	System Safety Program Plan (replaced by TASP)
SSPS	System Safety Program Standard
SSRC	Safety and Security Management Review Committee
SSWG	Safety and Security Working Group
TASP	Transit Agency Safety Plan (replaces SSPP)
TOC	Transportation Operations Center
TSA	Transportation Safety Administration
TVA	Threat and Vulnerability Assessment
UDOT	Utah Department of Transportation
UOSH	Utah Occupational Safety and Health Administration
UTA	Utah Transit Authority

I UVX UTAH VALLEY POLICY

Pillar I of the Transit Agency Safety Plan is Safety Policy. This is at its most simple, the safety policy developed, approved, and signed by the authority. However, this pillar also describes UTA's commitment to safety, its objectives and safety goals and the organizational structure established, and plans written to obtain these goals and objectives.

1.1 AUTHORITY AND POLICY STATEMENT

1.1.1 INTRODUCTION

Utah Transit Authority (UTA) is a special transportation district of the state of Utah with its headquarters at 669 West 200 South, Salt Lake City, Utah, 84101. UTA was created on March 2, 1970 by the Utah Legislature. UTA is multimodal agency comprised of light rail, commuter rail, bus, and special services.

UTA's mission is to strengthen and connect communities, enabling individuals to pursue a fuller life with greater ease and convenience by leading in partnering, planning, and wise investment of physical, economic, and human resources. In accordance with the directives of Moving Ahead for Progress in the 21st Century Act, (MAP-21) and Fixing America's Surface Transportation (FAST) Act, UTA undertook the conversion of the System Safety Program Plan (SSPP) into the Transit Agency Safety Plan (TASP) in 2015. The TASP consists of a series of policies and procedures, which must be undertaken to ensure the safety of our customers, employees, emergency responders, and the general public. Development of the TASP was completed in accordance with Title 49 Code of Federal Regulations (CFR) Chapter 53, Utah Department of Transportation (UDOT) State Safety Oversight (SSO) Program Procedures and Standards; Federal Transportation Administration (FTA) and Federal Railroad Administration (FRA); rules and regulations and Utah Occupational Safety and Health Administration (Utah OSHA). The TASP is the system-wide governing safety document for all transit modes operated by UTA.

1.1.2 AUTHORITY

FTA regulates by granting authority to develop state safety oversight programs, as defined by 49 CFR 674 - In 2017 UDOT became certified under Part 674.

The FTA recognizes UDOT, as the state safety oversight agency for Utah. UDOT SSO is FTA's appointed safety oversight agency, working cooperatively to regulate UTA's light rail transit (TRAX/Streetcar), by ensuring compliance with state and federal requirements, regulations, and guidance, as applicable.

The FTA functions as both an administrator of funds for capital projects and as a federal regulator as defined by 49 CFR 659, 670 and 673. The FTA conducts regular audits of the state safety oversight agency (UDOT-SSOA), to determine the SSO's and UTA's compliance to the FTA's general requirements. UTA's light rail service TRAX/Streetcar is regulated by the FRA, FTA, and UDOT SSO agencies. Portions of TRAX right-of-way are shared with freight operations. Limited-freight operations are achieved with freight railroads through a temporal separation agreement and, as such come under FRA jurisdiction oversight.

UTA's commuter rail service (Front Runner) is fully regulated by the FRA, and is not regulated by the UDOT-SSO, or the FTA.

I 1.4 Executive Signatures

Following general requirements and guidelines from 49 CFR 674, in compliance with the Fixing America's Surface Transportation (FAST) Act and to meet the FTA State Safety Oversight Standard, the Utah Transit Authority has developed a combined bus and rail Transit Agency Safety Plan (TASP) as our governing system safety plan.

As UTA Executives and Senior Leaders, we have reviewed and endorse the UTA Transit Agency Safety Plan. We also understand that we have the authority and responsibility for day-to-day implementation and operation of UTA's Safety Management System (SMS).

Cherryl Beveridge
Acting Chief Operating Officer

Lorin Simpson
Regional GM Salt Lake BU

William Greene
Chief Financial Officer

Jonathan Salazar
Acting Regional GM Mt. Ogden BU

Nichol Bourdeaux
Chief Planning & Engagement Officer

Mary DeLaMare-Schaefer
Regional GM Timpanogos BU

Kim Shanklin
Chief People Officer

Ryan Taylor
Special Services GM

Sheldon Shaw
Director of Safety and Security

Andres Colman
Acting Light Rail General Manager

David M. Wilkins
Assistant Attorney General Director,
Transit Law Section

Bruce Cardon
Commuter Rail General Manager

David Hancock
Acting Chief Service Development Officer

Kevin Anderson
Director of Maintenance Support

Alisha Garrett
Chief Enterprise Strategy Officer

Bryan Sawyer
Director of Fleet Engineering

1.2 GOALS AND OBJECTIVES

The Transit Agency Safety Plan (TASP) establishes formal structure and processes to be used by UTA to identify, assess, track, control, minimize, and resolve hazards associated with UTA bus and rail systems. The TASP will be used as a means of preventing injuries, incidents, accidents, system disruption, environmental damage, and other losses. It demonstrates UTA's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state, and local regulations, and it sets forth procedures to comply with standards and conditions of industry, 49 CFR Part 659, UDOT's SSO Program Standards, and applicable FRA rules and regulations applicable to TRAX and FrontRunner as contained in 49 CFR.

The TASP applies to the planning, design, procurement, construction, activation, operations, and maintenance services of the bus and rail system. The TASP is approved by and implemented under the direction of the General Manager's Safety and Security Committee (GMSSC). UTA embraces and participates with the Utah Department of Transportation in achieving the state wide goal of "Zero Fatalities" program. "This is a goal that everyone can live with".

UTA's annual safety objectives are:

- A. Avoidable accident rate per 100,000 miles:
 - a. Bus less than 1.0
- B. FRA Reportable accident rate per 100,000 miles:
 - a. FrontRunner less than 0.5
- C. Safety Performance Measure: Injuries per 100,000 miles:
 - a. Light Rail less than 1.1
 - b. Bus less than 0.2
- D. Safety Performance Measure: Fatalities per 100,000 miles. UTA's goal is zero fatalities:
 - a. Light Rail 0.0
 - b. Bus 0.0
 - c. FrontRunner 0.0
- E. Safety Performance Measure: Safety events per 100,000 miles:
 - a. Light Rail less than 2.5
 - b. Bus less than 0.35
- F. Safety Performance Measure: System Reliability. Mean distance between major mechanical failures:
 - a. Light Rail greater than 7,000 miles
 - b. FrontRunner greater than 14,000
 - c. Bus Fixed + Route Deviation greater than 18,000 miles
 - d. Paratransit greater than 23,000 miles
- G. Total employee industrial injuries less than .75 per 100 employees
 - a. 10% reduction of OSHA reportable injuries
- H. Eliminate or mitigate Serious and High Hazards

1.2.1 GOALS AND MANAGEMENT RESPONSIBILITIES

The goal of UTA's TASP is to utilize and achieve the highest practical level of safety in order to protect passengers, employees, emergency responders, contractors, invitees, and property. At a minimum, the TASP ensures the following processes are incorporated into UTA's system safety programs, plans, processes, and practices to achieve its goals to:

- a. Define the physical, functional, and operational characteristics of its transit system with its potential impact to people, equipment, infrastructure, facilities, and its operating environment.
- b. Identify hazards or undesired events by examining historical data, causes, and contributing factors.

- c. Provide a level of safety that is consistent with transit bus and rail standards.
- d. Assess risks by balancing the potential frequency of a hazard occurring against the severity of the event, and quantify the event into acceptable or unacceptable categories.
- e. Eliminate, mitigate, or control unacceptable or undesirable hazards to acceptable levels.
- f. Monitor hazard resolution effectiveness and determine if there are unexpected hazards.
- g. Comply with federal, state, and local rules and regulations.
- h. Determine if UTA's goals and objectives were achieved.
- i. Continually improve and evaluate system safety design.

The GMSSC is responsible for the development of goals for the TASP. The Safety and Security Director is responsible to report directly to the GMSSC on compliance with the TASP. The TASP's intent is to:

- a. Establish a clearly defined safety structure with lines of authority and responsibility to implement the program, processes, and policies that integrates safety into all aspects of UTA functions.
- b. Provide means of measuring and achieving UTA safety goals and initiatives, and compliance with rules and regulations.
- c. Provide a comprehensive hazard management program to effectively identify and resolve issues.
- d. Set procedures for review, approval, and documentation of modifications to existing systems, vehicles, facilities, and equipment.
- e. Set processes to address safety issues for activation of new systems and modifications to existing systems, facilities, and vehicles prior to initiation of service.
- f. Establish standards for emergency preparedness and management.
- g. Set procedures for conducting continual internal audits, and inspections to evaluate TASP compliance.
- h. Set procedures for ensuring compliance to safety rules and regulations that impact operations or maintenance.
- i. Set procedures for conducting an ongoing maintenance inspections program of vehicles, equipment, facilities, and maintenance cycles, with documentation and the integration of identified safety concerns into the hazard management process.
- j. Set safety training standards for employees and contractors.
- k. Establish a configuration management control process for modifications during operations.
- l. Establish standards for and compliance with the hazardous materials program.
- m. Establish standards for and compliance with the drug and alcohol program.
- n. Establish standards for and compliance with procurement processes.

1.2.2 CORPORATE SAFETY POLICIES

Guided by the principles contained in this TASP, the Director of Safety and Security, under the direction of, and as approved by the GMSSC, has developed specific corporate safety and loss control policies. These policies set the framework for guiding the safety program. All UTA corporate safety policies including UTA's TASP are available on the UTA intranet. UTA employees are notified via company email on an annual basis of the newly revised TASP along with its location within UTA's Intranet.

1.2.3 INTEGRATING SAFETY INTO ALL ASPECTS OF UTA

The objective of safety at UTA is the continual improvement of our processes and operations to maximize safety to the highest practicable level. This effort is undertaken by providing continual opportunities for employees to be reminded of safety, incorporate safe practices into their operations, and multiple means for each employee to identify potential hazards.

We accomplish this through safety first messages at UTA meetings, safety committee meetings, weekly Safety messages, monthly safety posters, identification and mitigation of hazards, proactive reviews and inspections to identify potential hazards.

Within the different departments, multiple means of incorporating safety are presented. As examples:

- a. Safety is part of the Planning Departments “Next Tier” planning meetings to plan for safety in new projects at the earliest opportunity.
- b. Safety participates in the Transit Oriented Development (TOD) meetings to identify and raise safety concerns.
- c. In new construction projects – safety is considered in Construction Safety Committee, Design and Construction Meeting, Safety and Security Working Group, and Activation Committee meetings.
- d. Safety has representation in the Technology Advisory Group in selection and implementation of new technology programs.
- e. Safety works with public relations for signs, vehicle wraps, handouts, wristbands, billboards, commercials and social media to maximize the safety message to the community.
- f. Safety is fully incorporated into training in business units, conducts Roadway Worker Protection, Safety Management System (SMS), Security / Incident Command Structure training; and presents multiple updates at Manager, Corporate Staff, and Executive Team meetings.

1.3 OVERVIEW OF MANAGEMENT STRUCTURE

1.3.1 UTA BOARD OF TRUSTEES AND EXECUTIVE STAFF

UTA was incorporated on March 2, 1970, under the authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The governance structure of UTA includes a 3-member full time board of trustees, which is the legislative body for UTA and determines all questions of policy, currently governs UTA. UTA's board of trustees appoints the Executive Director (ED), who is the Accountable Executive for safety and asset management. Under 2018 legislation, the board hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, Chief People Officer, Chief Service Development Officer, Chief Operating Officer, Chief Financial Officer, the Chief of Planning and Engagement, and the Chief of Enterprise Strategy. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Legal counsel is provided by the Utah Attorney General's Office.

The ED has full charge of the acquisition, construction, maintenance, and operations of the system and facilities of UTA, and of the administration of UTA business affairs. The ED supervises executive staff of chief department officers. Included in these officers, the chief operations officer is responsible for bus and rail transit operations in accordance with the direction, goals, and policies of the board of trustees. The Safety and Security Director has responsibility for corporate safety. The safety department reports quarterly to the ED and executive staff during meetings of the General Managers Safety and Security Committee (GMSSC).

1.3.2 MANAGEMENT – KEY ROLE IN SAFETY

UTA's safety program is incorporated into every aspect of transit services, by rail and bus service managers. Safe operations of bus and rail units are the responsibility of the rail/regional general manager (RGM). Each operating division has an appointed RGM, who along with managers and supervisors are responsible for implementing policies and procedures for safe operations. The rail/regional general managers of the rail and bus units have charged their management teams to effectively manage safety, and to develop safety programs, plans, procedures, training, policies, and rules to govern safety; and to fully comply with the TASP. Bus and rail maintenance facilities are staffed with a manager of maintenance responsible for the safe operation of the facility, and are supported by shift supervisors and maintenance workers during their performing maintenance, servicing, and inspection.

Supervisors' responsibilities place them at the forefront of UTA's rail and bus services safety efforts. A significant portion of their duty is to serve as frontline safety officers; monitoring, ensuring, and emphasizing safety performance, rules compliance, and promoting a strong safety climate. All employees are charged with adhering to safety, but supervisors are UTA's key to improved safety-related behavior, and positive safety outcomes. Supervisors have the responsibility to monitor safety compliance of their employees and ascertain that employees understand their job functions and the safety requirements of that job.

UTA safety compliance is managed at the lowest levels. Each employee is trained in safety, job duties, and given responsibility for their own safety and the safety with whom he/she works. All employees have the authority to halt an operation if it is deemed to be unsafe. UTA's system safety processes emphasize open and fair dialog between leaders and subordinates to increase the commitment to safety at all levels.

In an oversight role, Safety Administrators report to the Safety and Security Director. Safety Administrators have a role in executing the functions necessary to ensure safety, to include the following:

- a. Coordinate safety activities of the agency.
- b. Compile safety data and perform analysis to identify and assess operational risk.
- c. Assist in the investigation of accidents and incidents as appropriate.
- d. Review maintenance records to identify safety problems related to maintenance activities.
- e. Evaluate hazard resolutions proposed by departments.
- f. Perform analysis to identify and resolve hazards.
- g. Evaluate proposed system modifications from a safety perspective.
- h. Conduct safety audits, reviews, and inspections.
- i. Provide oversight for safety training content and delivery.
- j. Provide safety support such as field and laboratory testing.

The Safety Department will conduct regularly scheduled internal safety audits to evaluate compliance and conformance with UTA's TASP, UDOT-SSO Program Standards; and 49 CFR 673. Safety Administrators serve as alternates to each other. Safety Administrators work closely with management and employees, through various processes and committees, and have authority to determine compliance. When warranted, Safety Administrators may issue corrective action plans (CAP), non-conformance reports (NCR), corrective action requests (CAR), and preventive action requests (PAR) as part of the Environmental, Quality and Safety programs. UTA is certified under OHSAS 18001 Safety Management System (SMS). Safety Administrators are the designated contacts to regulatory agencies, and serve as alternate contacts to the UDOT-SSO oversight agency, Transportation Safety Administration (TSA), and Division of Homeland Security (DHS).

1.3.3 MANAGEMENT – TRANSIT AGENCY SAFETY PLAN (TASP)

UTA's Executive Director, having authorized and endorsed the program and resulting plans, processes and procedures, has delegated the responsibility to update and implement UTA's Transit Agency Safety Plan (TASP) to the Safety and Security Director. The Safety Department is responsible to oversee the writing and development of the TASP, and to conduct annual updates and revisions, and to disseminate the TASP document in accordance with UDOT SSO Program Standards, and 49 CFR 673, General Requirements.

The TASP is reviewed with and distributed to the ED, chief officers, and regional general managers who comprise the General Manager's Safety and Security Committee. The TASP is also distributed to members of the other safety committees (see chapter 5) and reviewed with new employees. In addition to the above distribution list the TASP is distributed to all employees of the Authority via email. The TASP is also made available to all UTA employees on the company intranet "<http://sharepoint/Pages/default.aspx>" or "<http://utanet/Pages/default.aspx>". UTA employees will be notified via company email of the newly updated TASP on an annual basis. Old versions of the TASP will be removed and replaced with latest approved TASP as they are made available. This process will be initiated and supervised under the direction of the Safety Manager.

The S: Drive on UTA's network is used for the purpose of storing and tracking past and current safety sensitive information and documents; including the TASP, incident and accident reports, corrective action plans, hazard logs, inspections, audits etc. The S: drive is a secured drive and only accessible to safety department, designated personnel and the UDOT SSO Manager. Current Data and reports are maintained and kept by the safety department and can be reviewed by the UDOT SSO Manager at any time.

1.3.4 LIGHT RAIL SERVICE

UTA’s TRAX light rail and S-Line streetcar services are managed by the General Manager of Light Rail. TRAX service began operations December 4, 1999, and serves Salt Lake County, with an annual ridership of 19,500,000 passengers. TRAX operates 48 stations over 44 miles of track that started with the North-South line, from Sandy to the Salt Lake City. TRAX service includes the Red Line which extends from Daybreak to the University of Utah Medical Center. The Green Line starts at the West Valley City Hall and runs to the Salt Lake City International Airport. The Blue line runs from Draper City in the south (12300 South) to the Salt Lake Central Station at 500 West 300 South. The S-Line Streetcar line runs from the TRAX Central Point Station at 2250 South to Fairmont Station at McClelland St. (Approximately 11th East).

Rail maintenance facilities for light rail vehicles are located at Midvale (613 West 6960 South) and Jordan River (2264 South 900 West). Portions of TRAX are under the Federal Railroad Administration's (FRA) regulation. These segments are from 1250 South to 6100 South on the North-South line and from 6400 South to 5600 West on the Mid-Jordan line. Passenger TRAX operations are temporally separated from freight operations. TRAX operates from approximately 5:00 a.m. to midnight Monday thru Sunday Freight operators utilize track on the Mid-Jordan Joint Trackage from 11:45 p.m. to 4:45 a.m. The Main Line Joint Trackage is utilized from 12:00 a.m.to 5:00 a.m., Freight movements require authorization from the TRAX Control, which operates continually.

UTA's current TRAX vehicle fleet consists of the following LRVs:

Type	Count
Siemens SD-100/160 Series	40
Siemens S70 Series	77 (3 in service as streetcars)

UTA's train control, including automatic block system (ABS), intersects established grade crossings which are protected by gates, flashing lights, and audible signals. Intersections within the street-running portion of the downtown/university/West Valley corridors are controlled with traffic signals and additional train operating signals.

The Director of Maintenance Support is supported by managers, supervisors, and maintenance of way (MOW) employees, servicing light rail and commuter rail systems, overhead catenary systems (OCS), power stations, infrastructure, and rail facilities. The Maintenance of Way department has responsibilities including light rail and commuter rail. Bus stops and rail stations and platforms, park-and-ride lots, and passenger services facilities are managed by the facilities maintenance manager.

1.3.5 COMMUTER RAIL SERVICE

UTA’s Frontrunner commuter rail services are managed by the General Manager of Commuter Rail. FrontRunner is UTA's regional commuter rail service. FrontRunner began revenue operations on April 26, 2008, and expanded services on December 11, 2013. It serves Utah, Salt Lake, Davis, and Weber Counties, with an annual ridership of over 5.19 million passengers. FrontRunner services 15 stations on 82 miles of track, extending from Ogden to Provo.

FrontRunner is regulated by the Federal Railroad Administration and is subject to FRA rules, regulations, and inspections. Hours of operation are, generally, weekdays 4:00 a.m. to 12:30 a.m. and Saturdays from 6:30 a.m. to 12:30 a.m.; with no Sunday service.

There are daily freight industry operations that that utilize FrontRunner mainline crossover switches. Freight movements require authorization from the FrontRunner Control Center. All mainline switches are powered and can be operated by personnel in the control room. There are 82 miles of exclusive track which include a total of 62 at-grade crossings. FrontRunner trains utilize cab signals and positive train control. The mainline is single track with

station platform passing sidings. The trains are in a 'push-pull' configuration with diesel-electric locomotives on the north end of the consist and cab cars on the south end.

The senior executive at FrontRunner is the commuter rail general manager. The manager of rail operations oversees controller/supervisors, train operators, and train hosts. Vehicle maintenance, maintenance training, technical services, body repair, fabrication, component rebuild and vehicle overhaul. is managed by the manager of commuter rail vehicle maintenance and one assistant manager. They are supported by supervisors and commuter rail technicians, performing maintenance, servicing, and inspection on the passenger cars and locomotives. All rolling stock maintenance is performed at the Warm Springs Rail Service Center located in Salt Lake City, Utah.

UTA's FrontRunner fleet consists of the following rolling stock:

Type	Count
MP-36 Locomotives	18
Bombardier Cab Cars	22
Bombardier Coach Cars	16
Refurbished Comet Passenger Cars	13

1.3.6 BUS SERVICE

UTA bus operations are managed by regional general managers (RGM) in service units with geographical boundaries including Salt Lake (Salt Lake County includes Central and Meadowbrook facilities); Mt. Ogden (Weber, Davis, and Southern Box Elder counties), and Timpanogos (Utah County). Special Services provides paratransit route deviation, rideshare, and vanpool services throughout the UTA service area. Paratransit services in Weber, Tooele, and Utah counties are provided by contractors.

Bus maintenance facilities are located in Ogden, Central and Meadowbrook (Salt Lake), and Timpanogos (Utah County). Special Services maintenance is located at Riverside (adjacent to Meadowbrook).

UTA Bus service includes more than 610 buses. The fleet includes, electric buses, hybrid-electric buses, ski buses, over-the-road coaches, and more than 100 paratransit vehicles. UTA Central division has 47 compressed natural gas (CNG) buses and 3 zero emissions battery-electric buses.

UTA runs two express bus lines in Utah County and Salt Lake County that offers park-and-ride lots, ticket-vending machines, upgraded stations, limited stops, faster speeds, greater frequency, signal priority, dedicated bus lanes and specialized buses. The first MAX line opened in July 2008 and operates along 3500 South through South Salt Lake city, West Valley City, and Magna. The MAX line in West Valley City uses Van Hool buses. The Utah Valley Express (UVX) opened in December 2018 with 5 miles of dedicated bus lanes servicing 18 dedicated stops along its 10.5-mile route from the Orem and Provo Fronrunner station through downtown Provo, BYU campus, UVU campus and down University Parkway in Orem. The UVX bus fleet includes 25 sixty-foot articulated New Flyer Xcelsior electric hybrid buses that can hold up to 80-passengers with ground-level boarding for ADA passengers.

1.3.7 CLIMATE AND GEOGRAPHY

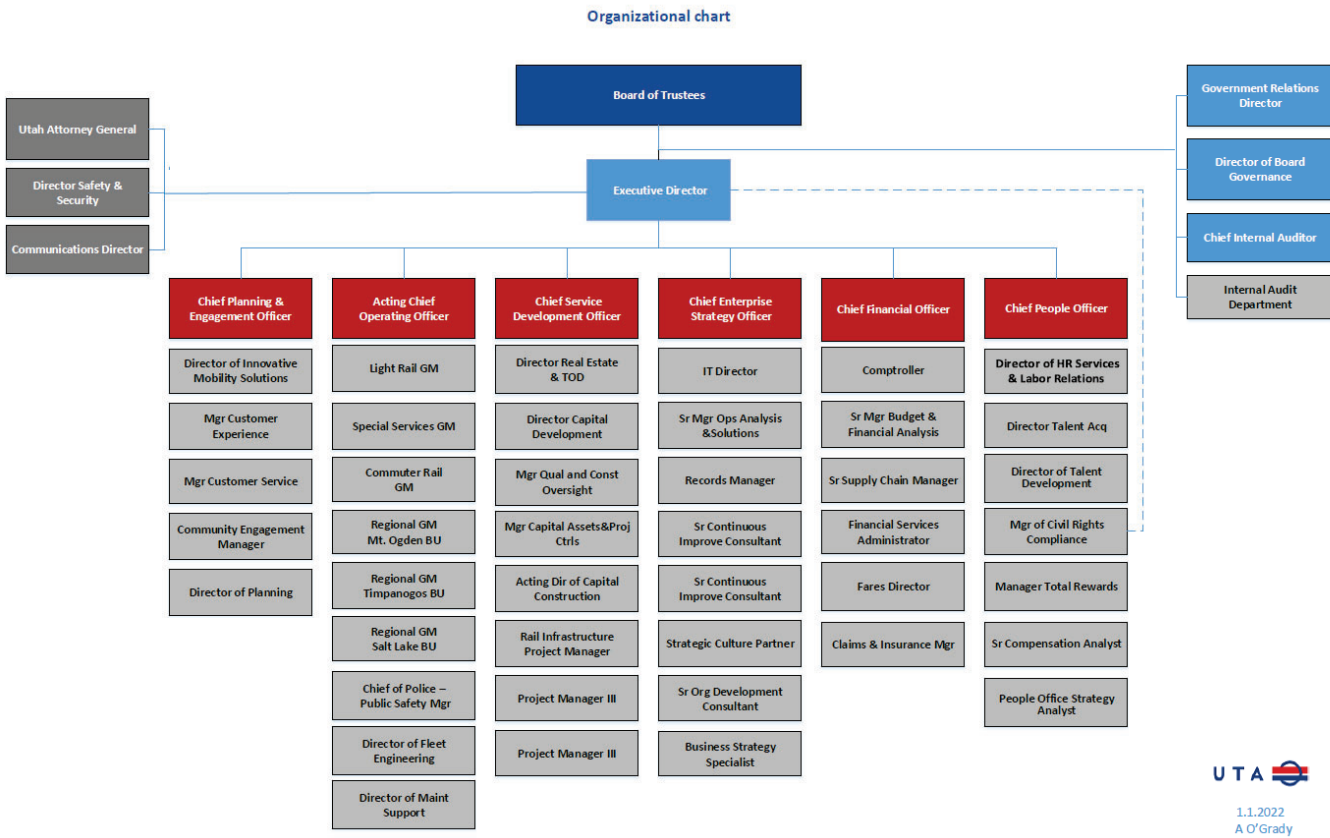
Salt Lake City normally has a semi-arid continental climate with four well-defined seasons. Summers are characterized by hot, dry weather, but the high temperatures are usually not oppressive since the relative humidity is generally low and the nights usually cool. July is the hottest month with temperatures reading 90–100 degrees F. Winters are cold, but usually not severe. The average annual snowfall is less than 60 inches at the Salt Lake City airport but much higher

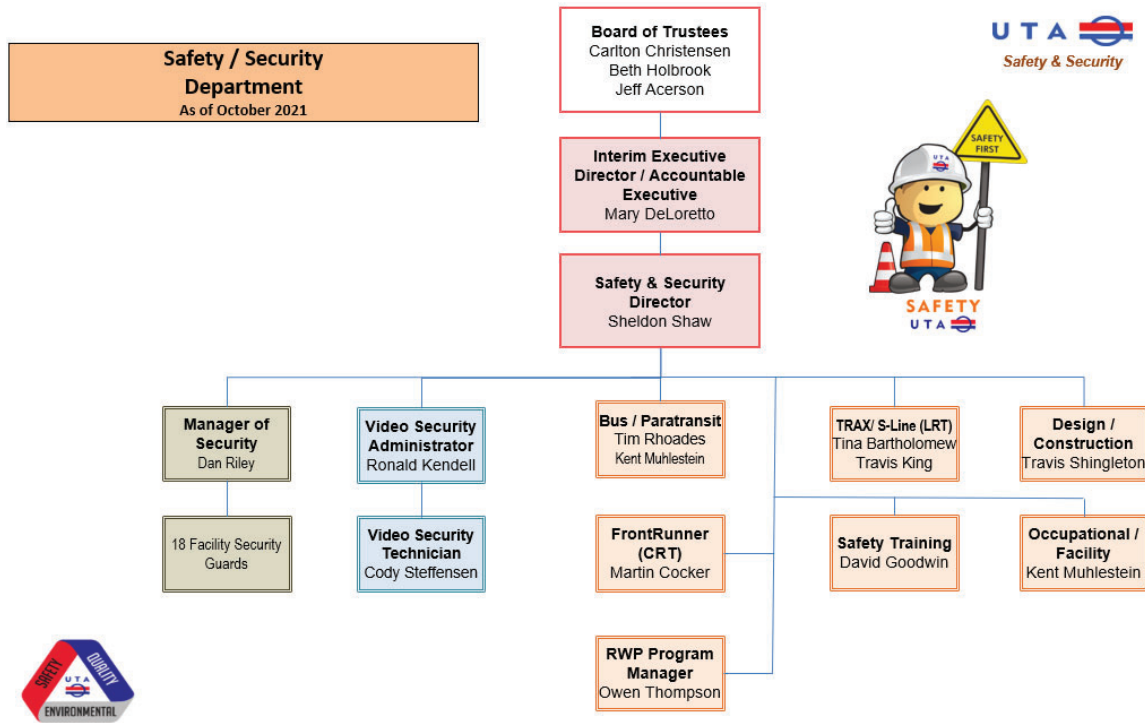
amounts fall in higher bench locations. Heavy fog can develop under temperature inversions in the winter and may persist for several weeks. Precipitation is generally light during the summer and early fall but may be heavy in the spring when storms from the Pacific Ocean are moving through the area more frequently than at any other season of the year.

The UTA transit services extend throughout the Wasatch Front area approximately 60 miles wide (E-W) between Park City, Salt Lake City, and Tooele Co. The area also ranges from Box Elder County on the north to Payson City, Utah County in the south, extending nearly 100 miles. Service areas include high mountain valleys situated along the western slope of the Wasatch Mountains. Elevations range from approximately 4,250 feet above sea level to greater than 5,300 feet above sea level on the benches overlooking the valleys. Service to the area ski resorts rises to over 8,000 feet above sea level. The Wasatch Fault runs the length of the UTA service area from north to south roughly tracing a line along the base of the Wasatch Mountains. Fault scarps are easily observed at various locations along the fault.

1.3.8 UTAH TRANSIT AUTHORITY ORGANIZATIONAL CHART

UTA's organizational chart, illustrates the management structure of the organization. The Safety and Security organizational chart focuses on the roles of Safety Department managers and Safety Administrators, showing the process available to report directly to UTA's ED.





1.4 TASP ANNUAL UPDATES, REVISIONS, AND CHANGES

1.4.1 WRITTEN PLANS

The Transit Agency Safety Plan (TASP), System Security Plan (SSP) and the Emergency Preparedness Plan (EPP) will be reviewed and updated annually, on or before January 1st, and submitted to UDOT SSO for approval and acceptance in accordance with UDOT's Rail Transit State Safety Oversight Program Procedures and Standards. The plans may also be revised when and as required by the General Managers Safety Security Committee.

UDOT SSO may request in writing, modification to the plans due to audit reports, on-site reviews or investigations. UTA will be given at least 30 days to address any requested changes. Once UDOT has approved the revised plans, UTA will transmit a signed copy of the plans to UDOT SSO in an unalterable electronic format.

Emergency management plans have been developed for UTA and are part of the UTA Emergency Preparedness Plan (EPP). Each mode within UTA develops their specific emergency response plans.

TRAX Emergency Response Plan and FrontRunner Emergency Preparedness Plan. These plans describe activities and responsibilities for Rail Service personnel and are the responsibility of the rail Safety Administrator. The Rail Services Emergency Preparedness Plan must meet the requirements of 49 CFR Part 239 and is reviewed annually and updated as needed.

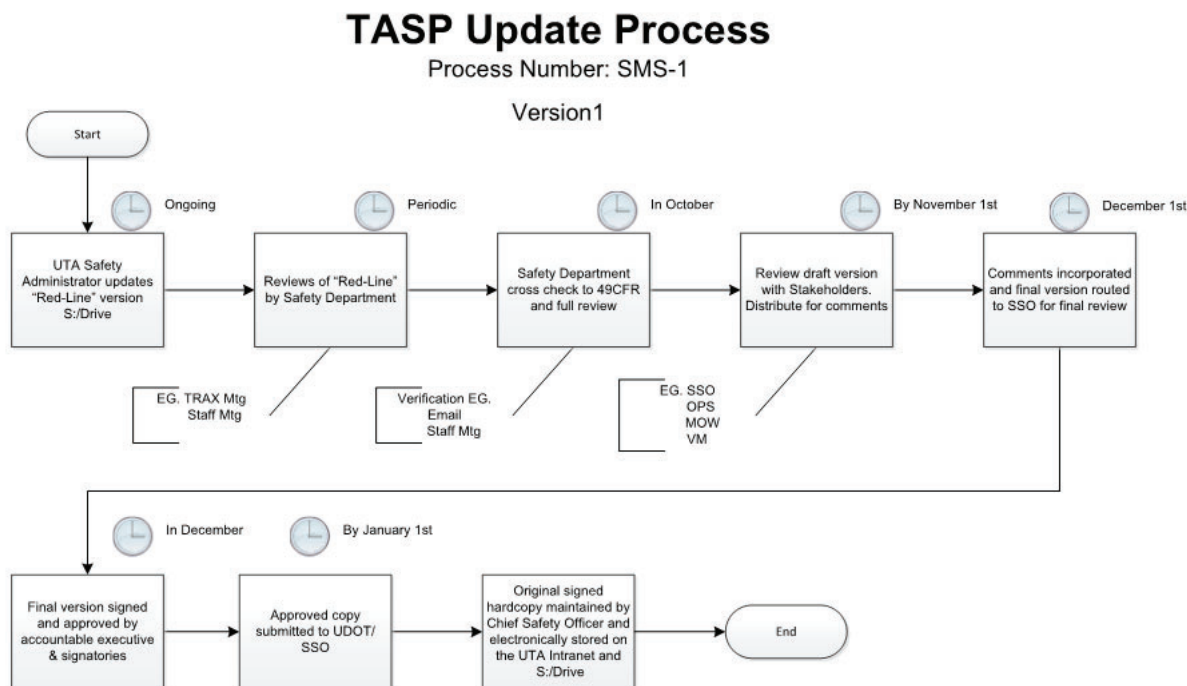
The UTA System Security Plan (SSP) details the security program for UTA and includes the TRAX light rail and the FrontRunner commuter rail line. This plan describes the system security and the threat and vulnerability management process employed by UTA Transit Police organization. This plan details how state and local law enforcement agencies and UTA Transit Police work together to provide for a secure system. Involvement of UTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

The UTA FrontRunner Commuter Rail System Safety Plan (FRSSP) was developed in accordance with 49 CFR Part 270 FRA rules for system safety plans. This document aligns with the TASP elements and is a stand-alone plan governing system safety specifically at FrontRunner commuter rail.

UTA's Director of Safety and Security is accountable to senior management for the accuracy and timeliness of all TASP, SSP, FRSSP and EPP updates approvals and distribution to include FRA, UDOT, SSO manager, and managers and supervisors at the Rail Service Center. UTA's Safety Department will coordinate with UDOT-SSO to develop, review, update and distribute the plans. UTA's safety department is responsible to evaluate compliance and or deficiencies with UTA's safety emergency preparedness programs, UDOT-SSO program, 49 CFR 673 general requirements, and FRA regulations, initiatives, and programs, as applicable.

The TASP, EPP, and FRSSP are controlled documents that are applicable to all UTA employees and contractors. Copies are distributed to members of the GMSSC, UTA managers, and Safety Committee members and are sent to all UTA employees via email. The current TASP is also available on the intranet and is updated as new versions are made available. (Note: The SSP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made).

1.4.2 TASP ANNUAL UPDATE PROCESS FLOW CHART



1.4.3 EMERGENCY MANAGEMENT TEAM MEETINGS

Emergency management matters are addressed within business unit safety meetings. Emergency Management training is further explained in the EPP.

Fire Life Safety and Security Committee (FLSSC) meetings are conducted on an as needed basis. These meetings provide an informational forum and interface to address emergency concerns.

Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Emergency response organizations are informed of the rail system and important fire/life safety features. Exercises, types, reports, and schedule is also explained within the EPP.

II RISK MANAGEMENT

Pillar II of the Transit Agency Safety Plan is Risk Management, describing how UTA identifies, evaluates, tracks and mitigates hazards and risk in the organization and on the transit system. In this pillar, the processes undertaken by the authority are provided in sufficient detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

2.1 RISK MANAGEMENT PROGRAM

2.1.1 HAZARD MANAGEMENT

The management of identified hazards is a vital component of the UTA Safety Management System. A hazard is defined as a condition or set of conditions, internal or external to the UTA system, which when activated could cause injury or death or damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life or property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the general public. These hazardous conditions must be mitigated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures, during system modifications and capital projects, accidents, extensions or operational changes.

The Hazard Management Program applies to all UTA employees and obligates everyone to constantly observe hazards in their work areas and report them to their safety committee, the Safety Administrator or to their supervisor or manager. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

- a. Identification
- b. Investigation
- c. Evaluation and analysis
- d. Mitigate or elimination
- e. Tracking
- f. Ongoing reporting to UDOT SSO and UTA corporate staff relating to hazard management activities and status

2.1.1.1 Local Hazard Management

UTA Department Managers play a key role in the hazard management process and ensure that the process has been fully integrated within their departments. Managers also ensure the following elements of the hazard management process are present in their departments:

- a. Ensure employees have the ability to report hazards to management in person or through the use of a hazard identification form;
- b. Ensure hazards are placed on a local hazard log for tracking and documentation;
- c. Represent management or select designee to represent management on a local safety committee;
- d. Ensure each hazard has been assigned to a specific individual /POC;
- e. Management or management's designee will work with bargaining unit representative to establish the hazard rating, a safety representative will participate as arbiter and have final approval of rating.
- f. Ensure employees receive appropriate hazard management training.

2.1.1.2 Corporate Hazard Management

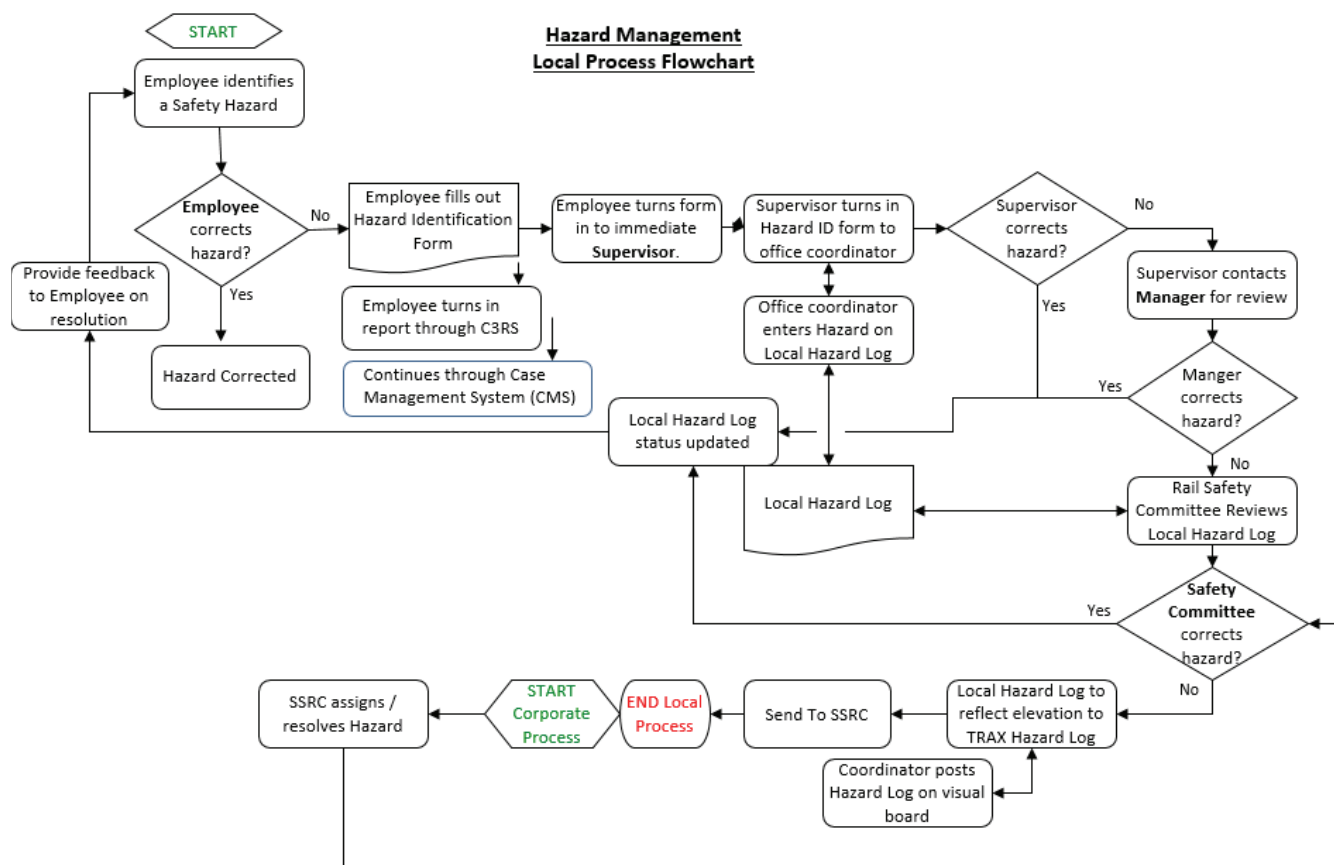
When a hazard is identified as needing mitigation that requires cost or changes beyond that of the local safety committee or department abilities, the hazard will be elevated to the corresponding Safety Department Hazard Logs and be reviewed by the Safety and Security Review Committee (SSRC). The SSRC represents key department managers that has the ability to make decision and employ multiple disciplines at UTA and has access to higher level budgeted solutions.

2.1.2 HAZARD PROCESS OVERVIEW

UTA's hazard management processes include all transit modes. The following lays out an overall description of how hazards are identified, evaluated, analyzed, controlled or eliminated, tracked, and reported to UTA senior management and UDOT State Safety Oversight.

- a. The Safety Administrators assigned to each transit mode are the primary points of contact (POC) for the hazard management process.
- b. Safety Committee members identify, evaluate, and analyze hazards in their area.
- c. The Safety Administrator will enter identified hazards into the safety department hazard log for that mode (bus, TRAX or CR-rail).
- d. The Safety Administrator and or committee develops a Corrective Action Plan (CAP) for each undesirable SERIOUS hazard over 180-days and for each unacceptable HIGH hazard and identify point of contact or owner of the hazard and places this information on the safety department hazard log for tracking purposes.
- e. CAP's may also be identified as a result of accident investigation. (See [CORRECTIVE ACTION 3.2.4](#))
- f. Safety committee members also participate in the evaluation and control or elimination of the hazard.
- g. Hazards must be mitigated at the lowest level possible. However, when a hazard is identified as having a mitigation that involves multiple departments or requires cost or changes beyond the safety committee or department abilities or budgets the hazard will be elevated to the Safety and Security Review Committee (SSRC). The SSRC represents key department managers and has the capability to employ multiple disciplines at UTA and has access to higher level budgeted solutions.
- h. Recommendations/Results from Contractor or Internal audit, testing, industrial or environmental sampling results requiring corrective actions will be placed in the safety department hazard log for follow up and possible need for retesting for compliance with Safety or environmental requirements.
- i. If mitigation or control of a hazard is not achieved through the SSRC, the hazard mitigation process may be elevated to the General Manager's Safety and Security Committee (GMSSC) for final resolution.

Hazards identified by an employee to his/her supervisor may be resolved by the employee and supervisor. If the supervisor is unable to solve the identified hazard, he/she will forward the hazard to a safety committee representative to be brought to the safety committee for resolution. The safety committee and safety administrator will review the hazard and assign an initial hazard rating (IHR) and place the hazard on the appropriate hazard log to be tracked. The following flow process is followed by employees in identifying and correcting hazards at the employee/supervisor level and actions taken to move the hazard to the safety committee and beyond if necessary.

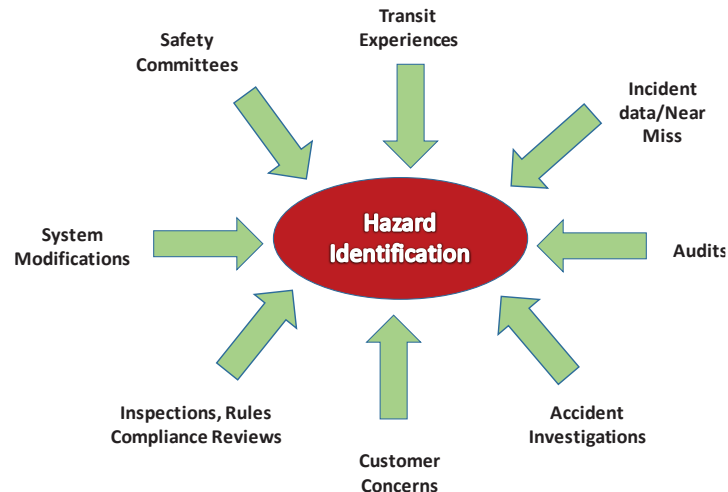


2.1.3 HAZARD IDENTIFICATION

Identification of hazards is the responsibility of all UTA employees and contractors. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program.

Hazard identification methods include, but are not limited to the following:

- Observation, inspection, and interaction of all UTA employees and contractors,
- Reports from safety committee members, passengers, customer service, and field personnel,
- Evaluation of accidents, incidents, near misses, to include data trends and projections,
- Preliminary Hazard Analysis (PHA) of a design or new construction,
- Safety certification, system integration testing, pre-revenue testing, system modification, configuration management verification, and inspection processes,
- Operation Hazard Analysis (OHA) of revenue operations,
- Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews,
- Controller logs, daily operating clearances/bulletins, and training feedback,
- "Lesson learned" inputs,
- Review of applicable regulatory codes and standards,
- "NTSB, FRA, FTA,SSO, OSHA, safety recommendations, guidance, initiatives, and alerts,
- Nonconformance Reports, Corrective Action Reports and Preventive Action Reports (NCR,CARS and PARS) that may arise from external or UTA internal audits.



Potential Sources of Hazard Identification

2.1.3.1 Hazard Reporting

Acceptable means of reporting safety conditions include:

- a. Complete a Safety Suggestion / Hazard Report form and deposit:
 - a. In a safety suggestion collection box.
 - b. With your manager or supervisor who will deliver to the local safety administrator.
 - c. With the local Safety Administrator inbox or in person.
- b. Via email or verbal notification to your supervisor, manager, local safety administrator, or other safety representative.
- c. Utilizing UTA's Confidential Close-Call Reporting System (C3RS) hotline or electronic submission.
- d. Through standard radio communication or other Standard Operating Procedures for observations, tests, and accident or incident reporting.

2.1.3.2 Confidential Close-Call Reporting System (C3RS)

To ensure that safety concerns are reported freely and without prejudice, UTA has established a process through which employees and contractors can report safety conditions, unsafe acts or practices, and / or close-call incidents anonymously so that it is without fear of discipline, reprisal, or penalty. These could include:

- a. Unsafe working conditions
- b. Close-calls
- c. Unsafe events
- d. Hazards
- e. Policies and procedures that are not working as intended

The C3RS is available with English (833-940-2874) or Spanish services (800-216-1288), or via an online form at the following address: <http://www.lighthouse-services.com/rideuta-hazard> or by email at reports@lighthouse-services.com.

Comments submitted through the C3RS will be managed and assigned through the Case Management System (CMS) to a local safety administrator. The hazard will then enter the hazard management process, with follow-up and outcome notes recorded in the CMS.

2.1.4 HAZARD INVESTIGATION, EVALUATION, AND ANALYSIS

Reported hazards will be assessed by the reporting employee and supervisor. If a resolution cannot be found, the department manager in coordination with employee and supervisor will work towards resolution. If a resolution cannot be determined, the Safety Administrator and or safety committee will determine if a safety hazard exists and assign an initial hazard rating (IHR) to determine if an investigation, evaluation, or analysis needs to begin.

2.1.4.1 Root Cause Analysis and accident evaluation

Hazards are investigated through evaluating accidents, incidents, and close calls. Hazards originating from accidents are reviewed by the Safety Administrator and accident evaluation groups as necessary. As part of evaluating accidents and incidents, root cause analysis is used to help focus on the bottom-line fundamental cause and determine the most effective solutions to mitigating hazards. An accident evaluation group (AEG) will assist in finding the cause of the accident and any factors that may have contributed to an accident. A third party expert may be used to assist with an investigation if it is deemed necessary.

2.1.4.2 Hazard Reporting Threshold to UDOT

UTA will notify UDOT SSO of all hazardous conditions that affect the immediate safety or security of the light rail system. At a minimum, UTA will notify UDOT SSO within one business day, of hazardous conditions that are rated as HIGH using UTA's 21 box hazard rating matrix.

To ensure UDOT is also appropriately notified of all other hazardous conditions, accidents, incidents, and occurrences that are not rated as HIGH, UTA will also include any of the discoveries that meet the criteria listed below in its safety department hazard log and hazard management process. This safety department hazard log is provided to UDOT SSO on a monthly basis.

- a. Accidents or Incidents involving individuals working in the transit agency-controlled right of way that are investigated by the transit agency.
- b. Malfunctions of safety-critical systems that could result, or have resulted in catastrophic or single-point failure.
- c. Broken or missing safety-critical equipment, infrastructure, or systems that could result, or have resulted, in employee or passenger injury, or damage to UTA property.
- d. Discoveries of systemic or patterns of employee non-compliance with transit agency rules and procedures.
- e. Rail transit vehicle collisions with fixed objects on the mainline or in the yards.
- f. Rail transit vehicle derailments in the yards.
- g. Face-up or near miss of rail vehicles.
- h. Grade crossing warning system activation failure.
- i. Speed restriction or track closure due to track or facility damage.
- j. Fire or smoke on the track, on a vehicle, or in a facility.
- k. Broken or loose wheel or axle.
- l. Fallen or dragging rail vehicle equipment.
- m. Split switch without derailment.
- n. Train uncoupling in revenue service.
- o. Signal violation or overrun.
- p. Unauthorized train encroachment or overrun into work zone.
- q. Vehicle door openings on the wrong side, off station platforms, or during train movement.
- r. Incapacitated operator in revenue service.
- s. Exposed energized electrical conductors or equipment that can be contacted by passengers or employees.
- t. Employee or patron electric shock.

2.1.4.3 UTA Hazard Analysis Matrix

UTA's hazard analysis matrix shown below, provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards may be rated as HIGH, SERIOUS, MEDIUM, LOW, and ELIMINATED.

SEVERITY					
Severity Level		Injury or Occupational Illness	Other than Injury		
			Property Damage (PD)	System disruption (SD)	Evacuation
1	Catastrophic	Death (does not include suicides, or death by natural causes)	> \$ 250,000;	> 24 hrs	Fire / Life Evacuation
2	Critical	Fracture, Severe Bleeding, Paralysis, Brain injury, Dismemberment	\$250,000 – \$100,000	12 - 24 hrs	
3	Marginal	Bruising, Abrasions, Bleeding, Sprains/Strains (Ambulance transport)	\$100,000 – \$25,000	4 – 12 hrs	
4	Negligible	Bruising, Abrasions, Sprains/Strains (No Ambulance transport)	< \$25,000;	< 4 hrs	

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Hazard severity is ranked as shown above.

PROBABILITY					
Probability Level		Likelihood of event in life of an Specific item	MTBE*in Operating Hours (oh)	Occurrence within Fleet or Inventory	MTBE in days
A	Frequent	Will occur frequently	< 1,000 OH	Continuously Experienced	1 per month
B	Probable	Will occur several times	1,000 – 100,000 oh	Will occur frequently	1 per year
C	Occasional	Likely to occur sometimes	100,000 – 1,000,000 oh	Will occur several times	1 per 2 years
D	Remote	Unlikely but possible to occur	1,000,000 - 100,000,000	Unlikely, but can be expected to occur	1 per 5 years
E	Improbable	So unlikely, assumed occurrence may not be experienced.	> 100,000,000 oh	Unlikely to occur, but possible	1 per 10 years
F	Eliminate	Actions taken to remove the hazard / conflict	Never	Will not occur	N/A

*Mean Time Between Events The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items, or activity. The probability may be derived from research, analysis, and evaluation of historical safety data.

UTA Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
PROBABILITY	A. Frequent	High	High	Serious	Medium
	B. Probable	High	High	Serious	Medium
	C. Occasional	High	Serious	Medium	Low
	D. Remote	Serious	Medium	Medium	Low
	E. Improbable	Medium	Medium	Medium	Low
	F. Eliminated	Eliminated			
Resolution Requirements					
High *		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

2.1.4.4 Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards based on the modified MIL-STD-882 are as follows:

Category 1 Catastrophic - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation

Category 2 Critical - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.

Category 3 Marginal - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 Negligible - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

2.1.4.5 Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips/runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience, evaluation of UTA safety data, the analysis of reliability and failure data, or from historical safety data from other passenger rail systems or bus systems (see [UTA Hazard Analysis Matrix 2.1.4.3](#)).

2.1.4.6 Hazard Ratings

UTA has adopted a system for assessing the level of risk for each identified hazard to determine what action(s) must be taken to correct or document the hazard risk. This assessment system has been incorporated into the formal system safety analysis which enables the Safety Administrators or safety committees as decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

The Hazard Matrix (see [UTA Hazard Analysis Matrix 2.1.4.3](#)) identifies the hazard risk index (HRI) based upon hazard severity category and probability and the criteria for defining further actions based upon the index.

HIGH risk hazards that receive an unacceptable initial hazard analysis made by management, safety committee or the Safety Administrator receive immediate attention/control. A

high hazard rating requires corrective action. Hazards that receive a high hazard rating will be elevated from the local hazard log to the appropriate Safety Department hazard log.

SERIOUS hazards that are undesirable may require corrective action and decisions by management. Hazards that receive a serious hazard rating will remain on the local hazard logs no more than 180 days before being moved to the appropriate Safety Department Log.

MEDIUM hazards may be acceptable with review by management. Events from a medium hazard are less likely to occur and are less severe in nature.

LOW hazards do not require review and are acceptable.

ELIMINATED hazard is no longer present.

2.1.5 HAZARD CONTROL, RESOLUTION AND ELIMINATION

Safety critical hazards assigned an initial hazard rating of **SERIOUS** or **HIGH** using the above risk assessment matrix must be controlled or eliminated so that the hazard does not continue to pose a danger. This may be done in a temporary manner as long as the hazard is controlled until a long term fix has been implemented. Hazards assigned a hazard rating of **MEDIUM** or **LOW** will be controlled to the lowest extent practicable. The process of controlling, tracking, and elimination, of hazards is recorded on hazard logs.

All undesirable **SERIOUS** hazard log entries over 180-days and all unacceptable **HIGH** hazard log entries will require the development of a corrective action plan (CAP).

Corrective action plans include the following information:

- a. Element of activity identified as deficient
- b. Planned activities to resolve deficiency
- c. UTA department responsible for implementing corrective action
- d. Scheduled completion date for implementation
- e. Estimated cost of implementation

Hazard log entries with their associated corrective action plan are reviewed regularly by the safety department, safety committees, UDOT SSO and periodically reviewed by executive management. CAP's may be tracked and sorted from the hazard log. When a CAP is closed the hazard log will reflect this action and a closed date. Individual CAP files are stored in the Safety Department file server by hazard tracking number under the hazard management folder.

2.1.5.1 Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design out or design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.

3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

2.1.6 HAZARD TRACKING

2.1.6.1 Local Hazard Logs

Department managers ensure local hazard logs are used to track hazards at the departmental level within UTA. These logs are maintained within the department and are reviewed by the local safety committee on a monthly basis. Local logs must include both open and closed hazards and should be posted on department and/or service unit safety boards. Hazards placed on the local log receive their initial and final hazard rating using UTA's 21 box hazard rating matrix. Management will give hazards their initial rating and final ratings (see UTA Hazard Analysis Matrix). Hazard ratings should be changed when new information is received, or as a result of data analysis. If the hazard rating is changed as a result of new information or the result of data analysis the manager or designee will be notified.

2.1.6.2 Safety Department Hazard Logs

Safety Administrators are responsible for the maintenance of Safety Department Hazard Logs. They ensure that hazards meeting defined criteria are entered onto the Safety Department Hazard Logs. Hazard logs must be kept digitally and be directly accessible to all Safety Administrators at all times. Logs must include both open and closed hazards.

Hazard rating can be assigned by the either the Safety Administrator or the SSRC. The following are specific hazards that are identified and mitigated at the corporate level:

- a. Unacceptable hazards (HIGH Hazards);
- b. Hazards identified from audits from outside agency's (UDOT SSO, FTA, FRA, OSHA)
- c. Hazards identified from accident investigations;
- d. Hazards where corrective action will cost more than \$25,000;
- e. Undesirable SERIOUS hazards on local department hazard logs over 180 days; or
- f. When warranted by the Safety Department

2.1.6.3 Corrective Action Plan (CAP)

Corrective action plans are utilized within UTA for hazards that meet certain criteria. The hazards identified in the section above require the usage of a corrective action plan (CAP). CAPs are tracked on the safety department hazard logs with electronic copies directly accessible to all Safety Administrators at all times.

For hazards that receive a MEDIUM or LOW hazard rating, the use of a corrective action plan is optional depending on the complexity and ability to correct the identified hazard; e.g. clearing shrubs or trimming branches of a tree. UTA will coordinate with the UDOT SSO to determine if a CAP is necessary for medium or low hazards.

In the following instances light rail corrective action plans must receive prior approval by the UDOT SSO Manager before corrective action plans may be carried out:

- a. Unacceptable hazards (High Hazards);
- b. Audit findings from regulatory agencies resulting in Non-conformance (UDOT, FTA, FRA, OSHA);
- c. Accident investigations requiring corrective action,
- d. Testing or audits of Industrial Hygiene which potentially exceed OSHA PEL limits

2.1.6.4 Corrective Action Plan Development

Department managers or their designee will work in conjunction with the Safety Department and associated safety committees (Local Safety Committee, SSRC, and GMSSC) to develop a corrective action plan and fill out a CAP form for the identified hazard. Accident Evaluation Groups are also utilized when developing CAP's resulting from hazards identified after an accident. Safety Administrators ensure that the CAP process is followed and properly tracked until it is closed.

CAP's are assigned a specific tracking numbers by Safety Administrators and are placed on the Safety Department hazard log with its associated hazard. CAP's must contain at a minimum:

- a. A specific deficiency / finding / hazard with an initial hazard rating
- b. Assigned Date
- c. Process, or plan to address and resolve the deficiency / finding / hazard
- d. Proposed Implementation date
- e. Responsible department, and person
- f. Source
- g. CAP ID
- h. SSO Program Manager initial approval and date
- i. Resolution of CAP
- j. Accountable Owner Signature with completion date
- k. SSO Program Manager Verification (if applicable)

2.1.6.5 Ongoing Reporting to State Safety Oversight Agency

Each CAP developed for Serious or High hazards, from investigations, audit findings or other deficiencies will be submitted to UDOT SSO as required for initial review and approval within 30-days of identifying a deficiency. The CAP form will be assigned a specific identification tracking number and placed on the safety department hazard log with its corresponding hazard for tracking purposes. A digital CAP form is maintained in the Safety Department file server for UDOT SSO access.

The Safety Administrator will monitor the current status of CAPs using the safety department hazard log and identify any issues with the resolution action and dates. Updates will be recorded on the safety department hazard log and provided to the UDOT SSO at least monthly.

Upon completion of the corrective action the safety department will submit the CAP to UDOT SSO for adoption. UDOT will notify UTA in writing of its acceptance or rejection of the corrective action plan and in accordance with procedures specified in the UDOT SSO standard. The completed CAP is formally adopted by receiving UDOT SSO's signature on the CAP form. The UTA CAP form requires the UDOT SSO to sign and date the CAP indicating the assigned resolution and completion of the CAP.

After a hazard has been resolved, it will be assigned its final hazard rating. The Hazard Log will then be updated to show the status of the identified hazard with its CAP to "CLOSED". The completed electronic CAP form will be maintained in the safety department file server.

2.1.7 JOB SAFETY BRIEFING

Prior to beginning work, employees that perform high risk, or non-routine job tasks are required to identify hazards, and discuss controls associated with that task during job safety briefings. The job briefing should include type of work, number of involved employees, additional hazard controls, emergency communication, required PPE, review of necessary training and applicable SOPs, and any additional items deemed necessary by the supervisor overseeing the

work. Identified hazards that cannot be controlled with PPE or procedures must be resolved or mitigated through the hazard management process. At any time if the conditions of work change, a follow up job briefing is required.

2.2 HAZARDOUS MATERIALS PROGRAM

2.2.1 MANAGEMENT OF HAZARDOUS MATERIALS

For any hazardous chemical used or stored in the workplace, UTA must maintain a safety data sheet (SDS) and train employees on the chemical hazards as outlined in 29 CFR 1200 (Right to Know). An SDS is a chemical safety instruction sheet that informs employees of specific safety or health hazards of chemicals in the work place, & gives directions to employees for Protective Equipment (PPE) i.e. goggles, gloves, respirator, safety glasses, etc.

All safety data sheets are accessible through an Intranet-based system <http://otis.osmanager4.com/uta/rtk/uta>. A quick link to this web site is available through the UTA SharePoint Site and on every UTA desktop home screen. Section ASSURANCE (PROCUREMENT) 3.11 describes the new chemical review work flow and approval process.

The UTA Environmental Department submits an annual Tier II inventory of hazardous chemicals to the state emergency response commission (SERC), local emergency planning committee (LEPC), and local fire department. Tier II reporting requirements are limited by chemical quantity to any UTA facilities that are subject to reporting.

The common hazardous materials transported to or from and used by UTA that are subject to reporting as described in 49 CFR are:

- a. Diesel Fuel
- b. Gasoline
- c. New and used oil
- d. Antifreeze (ethylene glycol)
- e. Train wash (potassium hydroxide)
- f. Lead acid batteries (sulfuric acid)

The liquids are stored in tanks or drums within secondary containment. UTA also uses many hazardous chemicals contained in soaps, solvents, brake cleaners, paints, and aerosols. These hazardous materials are described in the product-specific safety data sheet.

UTA has small quantity generator and conditionally exempt generator status of hazardous waste at various facilities. Hazardous waste, as defined in 40 CFR, is a hazardous material that has outlived its usefulness or has become contaminated through use.

Hazardous wastes, can be generated by:

- a. Discarding a hazardous material (oil-based paint, pesticides, some soaps, expired products)
- b. Using a product (used batteries, fluorescent lamps, HID lamps, paint thinner, aerosol dregs)
- c. Any hazardous substance generated from a process or procedure critical to maintenance or operations of Frontrunner, TRAX or Bus
- d. Infectious biohazardous waste from bloodborne pathogens clean-up or discarded sharps clean-up.

Hazardous wastes are stored in closed containers and can be collected in satellite accumulation areas. These containers are labeled as hazardous waste for chemicals or bio-hazard for red infectious waste bins and are located near where the waste is generated. The environmental compliance administrators are responsible for preparing appropriate manifests, scheduling hazardous materials transportation, and final disposal.



III ASSURANCE

Pillar III of the Transit Agency Safety Plan is Safety Assurance, which outlines how UTA implements, measure and reviews processes to ensure that it remains in compliance with established standards. These processes and reports will provide the confidence to UTA leadership that the organization and system is functioning within an acceptable level of safety. The audits, inspections, rules checks and compliance verification procedures are described, required schedules are established and acceptable measures are identified.

3.1 INTERNAL SAFETY AUDIT/REVIEW PROGRAM

49 CFR § 673, identifies requirements for planned and scheduled internal safety audits. They are performed to evaluate compliance with UTA's Transit Agency Safety Plan (TASP). All TRAX rail service departments and functions are subject to review. UTA's Internal Safety and Security Audit/Review Programs contain a comprehensive series of processes utilized to determine the compliance and effectiveness of UTA's TASP/ System Security Plan (SSP) and Emergency Preparedness Plan (EPP), which are applicable to all departments or functions.

The ED has delegated authority to establish and implement the TASP to the Director of Safety & Security (DSS) who oversees the safety performance functions of UTA. The DSS has the responsibility to develop and implement programs to promote safe operations to reduce or eliminate accidents and to monitor TASP compliance and maintenance.

The DSS assigns responsibility and authority to the Internal audits programs coordinator, the Safety Administrators, and assigned internal auditor team members to interface with UDOT SSO, to provide the internal oversight of the rail TASP compliance; and to oversee the internal safety audits.

The audits program coordinator, currently performed by the Environmental Compliance Administrator, utilize UTA's audit team members who conduct ongoing, planned, and scheduled internal safety audits, reviews, and inspections of UTA's departments and functions to evaluate compliance with TASP requirements. The audit coordinator also measure the overall effectiveness in achieving the goals and objectives of the TASP. UTA audit team members use a checklist approach to determine compliance based on 49 CFR 659 regulations and is in the process of developing 49 CFR 673 compliant audit checklists which will go into effect when UTA become 49 CFR 673 compliant.

Per 49 CFR Part 225, UTA is committed to complete an accurate reporting of accidents, incident and injuries in our system. We encourage employee reporting and will not tolerate harassment or intimidation to discourage reporting. UTA collects reports for reportable incidents. These incidents are reviewed at AEG's and any applicable CAP's are assigned to mitigate risks found. Reports submitted to the FRA are audited annually to ensure accurate and complete reporting.

The internal audits programs coordinator will ensure that auditors are independent from the first line of supervision responsible for the activity being audited. This means that audit team members will not be assigned to audit the workgroup they are assigned to. As an example, Safety Department personnel will not be assigned to audit other Safety Department personnel.

UTA uses the "Recommended Best Practices for States Conducting Three-Year Safety Reviews" document produced by the FTA Office of Safety and Security from March 2009. This document identifies eight (8) types of verification methods that can be used by the internal auditors to perform the 21 TASP elements three-year audits, which are listed below. These are the same guidelines that the State Safety Oversight (SSO) uses for UTA three-year Triennial audits. It is recommended that the internal auditors use more than one method to verify compliance. Depending on the area being inspected a field visit, which allows, observation of processes and personnel may be required.

1. **Document Review:** sampling the UTA TASP and referenced and or supporting procedures to ensure that each required element of the State's Program Standard and 49 CFR part 673 is addressed. (This reference and requirement is noted on the Internal Audit Form for the element being audited.)
2. **Rules Review:** Sampling of UTA operating rules and bulletins and maintenance rules and procedures to determine if they have been reviewed and updated on a regular basis, if they have been distributed to appropriate UTA personnel as specified in the TASP, if training has been offered, and if this process has been tracked. Rules compliance is verified by supervisors. Auditors should ask supervisor personnel and or Safety personnel to provide examples of Rules Checks which have been accomplished during the previous audit period. Safety personnel observe/audit supervisors to verify that they are conducting Rules Checks. Auditors should verify that these processes are occurring.
3. **Records Review:** Sampling of the UTA records for evidence of implementation of the TASP and referenced or supporting procedures. Records reviewed and or sampled may include, but not limited to, training records, records of employee rules compliance checks, internal safety audit reports, maintenance inspection reports, minutes of safety committee meetings, etc.
4. **Interviews with UTA Senior Management:** discussions held with senior UTA management, including the UTA Executive Directors, to assess their knowledge of the UTA safety program, as specified in the TASP and referenced or supporting procedures, and to gauge their commitment to the safety program.
5. **Interviews with UTA Safety personnel:** Discussion held with UTA safety personnel, including the Safety and Security Director, to assess implementation of the UTA safety program, to identify issues in its implementation, and to highlight areas of compliance and non-compliance with Part 673 requirements. Safety personnel should provide evidence of system rides, interviews with operators, mechanics, supervisors and passengers to assess safety compliance and or hazard observations throughout the system.
6. **Interviews with other UTA personnel:** Discussions held with other UTA personnel (including a representative sample of rank and file operations and maintenance personnel) to verify their understanding of requirements specified in the TASP and referenced or supporting procedures.
7. **Field Observations:** Some departments and functions REQUIRE the auditors to make field or work area observations. This requirement will be noted on the Internal Audit Checklist for that specific area and auditors may be required to schedule times when specific field work is being done to allow for observations to be conducted. Observations and sampling conducted on-site at the UTA to observe implementation of the processes and procedures described in the TASP and supporting or referenced documents, procedures and materials related to the UTA safety program. Although auditors are not expected to be experts in Rules or mechanical processes they should make field observations to verify that supervisors, who are technical experts, are performing and documenting technical field observations of operators, mechanics, MOW, Facilities Maintenance, etc. Field observations should also certify that rules compliance rules compliance, technical tests performed, repairs, etc. are being observed/documented.
8. **Inspections and Measurements:** Inspections and measurements conducted on-site at the UTA to ensure that the UTA infrastructure and equipment is maintained according to specifications identified in the UTA standards, procedures and equipment manuals. Auditors should verify that supervisors are performing periodic rules and preventative maintenance on equipment checks. This can include reviews of key performance indicators (KPI) matrix, preventive maintenance schedules, work orders, etc.

Note: Each of these verification methods has specific strengths and limitations. To adequately assess implementation of each TASP elements required in 673, FTA believes that more than one verification method should be used.

UTA has developed an Internal Audit Checklist for each of the 21 element/areas of the TASP. The Checklists include the elements to be assessed, the eight (8) on-site verification methods, and recommendations for how these methods can be applied to each of the specific elements. If a specific checklist item does not have applicability to the audit topic the auditor should note that item as not applicable (N/A), with a brief description to include personnel visited with and processes discussed.

Audit teams may conduct field observations to make observations of the work process in the area being audited. Auditors should interview supervisors to verify compliance with rules and procedures. In addition to completing audit checklists, supporting documentation for verifying compliance with rules checks and compliance verification may also be submitted to the Internal Audit Coordinator as part of the audit. This will verify that rules checks and observation are an ongoing practice within the departments. Supporting documentation may be obtained from safety personnel and department supervisors. See [APPENDIX B-3](#) for samples of the internal audit inspection checklists and schedule.

The audit team members will complete the Audit Checklist by completing all applicable verification methods of “Recommended Activities” used during the audit. Include copies of rules, processes, charts, etc. discussed as evidence of compliance or of non-compliance of specific requirements. In conjunction with the Safety Department and Internal Audit Coordinator will make a determination of “compliance” when a department or function is substantially adhering to the TASP requirements. Determination of compliance may include recommendations for improvement of TASP process activities, or prevent future determinations of non-compliance. The department or function will review the recommendation and consider measures to improve process activities. In the event the department or function is substantially not adhering to the TASP, then a finding of non-compliance, along with a corrective action plan (CAP) will be issued to the department. That department is required to sign accepting responsibility to respond to or resolve the CAP and to provide a planned completion date. The CAP form contains a section for a proposed corrective action as well as a corrective action resolution to be filled in by the assigned department. Managers of departments have the responsibility to take corrective actions plan as recommended by the audit team reports. Upon completion the CAP must be adopted by the Safety Department, and by UDOT if required. Corrective action plans developed from audit findings of non-compliance with recommendations, and from compliance with recommendations are reviewed, accepted, and placed on the Safety Department Hazard log for tracking purposes by the Safety Department and Safety and Security Management Review Committee (SSRC) in coordination with UDOT SSO. Matters that are not resolved by the SSRC are referred to the GMSSC committee.

Each department or function is required to be audited as per UDOT’s Rail Transit State Safety Oversight Program Procedures and Standards. The Safety Administrator is responsible for developing a three-year schedule for all internal audits. This schedule is distributed to all affected departments and to the state safety oversight manager. The schedule is furnished as a separate document to UDOT SSO.

UDOT is invited to participate in all internal audits. The Safety Administrator or audit team leader notifies the UDOT State Safety Oversight office at least 30 days prior to conducting an internal audit so that UDOT may schedule and participate in those audits as desired.

The internal audit coordinator notifies all affected departments and provides the manager of the department with a current checklist of audit requirements. Sufficient time is given to the department to prepare all necessary materials for the audit.

The Safety Administrator completes individual audit reports and submits them to UDOT within 30 days of audit completion. In addition the annual safety audit report, detailing UTA’s internal safety and security review activities are submitted for the past year, with subsequent findings. The report is certified by the Executive Director, and forwarded to UDOT, on or before February 15 of the following year.

3.2 ACCIDENT NOTIFICATION, INVESTIGATION, AND REPORTING

3.2.1 NOTIFICATION THRESHOLDS

3.2.1.1 Internal Notification

Initial internal incident/accident notification is initiated by UTA control centers (TRAX, FrontRunner, bus, paratransit, and police dispatch) electronically via text message and e-mail through the UTA emergency notification list, and the go team notification list, according to corporate policies and procedures, NO. 4.3.7 "Emergency Notification", and as specified by rail service SOPs and this document.

The controller will initiate internal notification resulting in the following: (OPS-SOP-0608)

- a. Events resulting in possible injury or death of persons
- b. Fire
- c. Hazardous materials spill or release
- d. Other situations that may require response by local emergency personnel

Electronic notification requires the following information:

- a. Time, date, location, and direction of travel
- b. Type of accident and description of event
- c. Number of persons injured (transported)
- d. Estimated damages

Workplace injuries that require the first report of injury form to be completed will require supervision to notify the Safety Department at the time of the events.

3.2.1.2 UDOT/SSO Notification

UTA has included on its emergency notification list UDOT's SSO and UDOT TOC. Following an accident, the UTA Safety department will follow up with state safety oversight, in person or by phone email or text message within two hours of any accident that results in the following:

- a. Fatality occurring at the scene or within 30 days following the accident, excluding deaths resulting from illness, natural causes, and criminal homicides
- b. One or more persons suffering serious injury
- c. A collision involving a rail transit vehicle with any other vehicle, person, or object resulting in substantial property damage (requiring towing)
- d. A runaway train
- e. An evacuation for life safety reasons
- f. Any derailment of a rail transit vehicle (yard and mainline)

	Fatality	≥ 1 Injuries w/ Transport	Personal Injury that is not serious	Serious Injury	Damage that disrupts Ops	Collision	Runaway Train	Evac for Life Safety	Derail Anywhere	Close Call Vandalism /Theft
Accident	X			X		X	X	X	X	
Incident		X	X		X					
Occurrence										X

UDOT SSO contact information:

UDOT SSO Manager	UDOT SSO Officer	Designated Back-Up #1	Designated Back-Up #2
Jim Golden jimgolden@utah.gov 801.360.0052	Krissy Plett kplett@utah.gov 907.242.0052	Garett Jenson gjenson@utah.gov 801.918.7408	Robert Miles robertmiles@utah.gov 801.910.2070

3.2.1.3 FRA Notification

For accidents that occur within FRA designated territory (1300 South to 6100 South and From 700 West Freight spur to 5600 West on Mid-Jordan Red Line), the FRA will be notified immediately by telephone by the Safety Department, using the National Response Center (NRC) at 1-800-424-0201, of any incident/accident resulting in the following as required by 49 CFR 225:

- a. Death of a rail passenger or a railroad employee
- b. Death of an employee of a contractor to a railroad performing work for the railroad on property owned, leased, or maintained by the contracting railroad
- c. Death or injury to five or more persons
- d. A train accident that results in serious injury to two or more train crewmember or passengers requiring their admission to a hospital
- e. A train accident resulting in evacuation of a passenger train A fatality resulting from a train accident or train accident/incident at a highway-rail crossing when death occurs within 24 hours of the accident/incident
- f. Collision occurring at a Grade Crossing
- g. A train accident resulting in damage of \$150,000 or more to railroad and non-railroad property
- h. A train accident resulting in damage of \$25,000 or more to a passenger train, including railroad and non-railroad property
- i. A collision or derailment on a main line that is used for scheduled passenger service, or that fouls a main line used for scheduled passenger service

3.2.1.4 NTSB Notification

The UTA Safety department will notify the NTSB, by telephone using the National Response Center (NRC) at 1-800-424-0201, within two hours of any accident/incident meeting the following criteria per 49 CFR 840:

- a. A passenger or employee fatality or serious injury to two or more crew members or passengers requiring admission to a hospital
- b. The evacuation of a passenger train
- c. Damage to a tank car or container resulting in release of hazardous materials or involving evacuation of the general public
- d. A fatality at a grade crossing

Notification will also be made, no later than four hours after an accident, regarding any accident resulting in:

- a. Damage of \$150,000 or more for repairs or the current replacement cost, to railroad and non-railroad property
- b. Damage of \$25,000 or more to a passenger train and to railroad and non-railroad property

3.2.1.5 FTA Notification

In accordance with 49 CFR 674.33, the transit agency must provide notification to FTA of any reportable accident within two hours for the following.

- a. A collision between a rail transit vehicle and another rail transit vehicle.
- b. A collision at a grade crossing resulting in serious injury or fatality.
- c. A collision with a person resulting in serious injury or fatality.
- d. A collision with an object resulting in serious injury or fatality.
- e. Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle. (This includes rail maintenance machines)

The UTA Safety Department will notify FTA of an accident by contacting the U.S. Department of Transportation, Transportation Operations Center (TOC) within two hours of a reportable accident by emailing TOC-01@dot.gov (recommended method) or by phone: 202-366-1863.

3.2.1.6 UOSH Notification

The UTA Safety Department will notify Utah OSHA at 801-530-6901 within 8 hrs. of any workplace accident resulting in the following:

- a. Fatalities (including heart attacks)
- b. Admittance to the hospital
- c. Amputations past the first digit on hand or foot
- d. Heat, chemical or electrical burns which result in temporary or permanent impairment to the body
- e. Electrical shocks
- f. Major bone fractures
- g. Any loss of consciousness in the workplace
- h. Permanent or temporary impairment where part of the body is made functionally useless
- i. Deep cuts
- j. Sight impairment
- k. Any injury or illness that may shorten the worker's life or significantly alter a normal physical or mental ability (either temporarily or permanently), such as visual or hearing impairment

3.2.2 ACCIDENT INVESTIGATION PROCESS

UDOT SSO has formally authorized UTA to conduct its own investigation of Light Rail accidents, and will utilize UTA's investigation as its own investigation, unless UDOT SSO decides to conduct its own investigation. UDOT may decide to conduct an independent investigation in addition to the transit agency's investigation. Accidents that are investigated by UTA are conducted per Corporate Policy 4.5.2 Post Incident Investigation Policy and Transit Services Rail Safety Investigation Procedure.

3.2.2.1 Accidents Investigation

Rail accidents that require two hour notification to the UDOT SSO will be investigated by the Safety department. Rail investigation will be conducted in accordance with the Rail Safety Investigation Procedure. The Rail Safety Investigation Procedure can be found on the Safety Department share drive. A third party investigation (contract expertise) will be assessed on a case by case basis in consultation with UDOT.

3.2.2.2 Workplace Injury Investigations

Workplace injuries that require employees to complete the first report of injury must be investigated at a minimum by a supervisor. If during the investigation process a hazard is identified, the hazard identification form must be filled out and tracked until the hazard is mitigated. In the event of serious injury or death the Safety Department will conduct a formal investigation.

- a. Fatality
- b. Fractures
- c. Injury or illness resulting in immediate admittance to the hospital
- d. Amputation
- e. Deep cuts
- f. Severe burns
- g. Electric shock
- h. Sight impairment
- i. Loss of consciousness or concussions

3.2.3 REPORTING ACCIDENTS

3.2.3.1 Reporting to UDOT SSO

Reports and corrective actions are available to UDOT which includes all events that meet reportable UDOT thresholds and are reviewed during monthly coordination meetings.

In conducting an accident investigation, UTA will provide UDOT SSO the following:

Preliminary Written Report: As soon as possible after the accident, but within three business days the transit agency must email preliminary written information, including any accident investigation summary information, preliminary reports from field personnel, and other available information.

Investigation Status Report: At the request of UDOT SSO, UTA will provide a report indicating status of the investigation, including any significant new reports or report components, and any preliminary investigation conclusions within 10 days of the accident.

Draft Final Accident Report: Within 30 days of the accident, the Safety department will submit a draft final report to UDOT SSO for acceptance. This report will include the corrective action plan (CAP) as approved by the UTA Accident Evaluation Group (AEG). If UTA requires additional time to complete the investigation activities, then UTA shall request additional time from UDOT SSO.

Final Accident Report: After UDOT adopts the draft accident report, as signified by the SSO's signature, UTA will create a non-alterable version of the final report and submit it to UDOT SSO. UTA will retain final reports on the safety network drive.

The Draft Final Report must contain the following information, at a minimum:

- a. Executive summary
- b. Sequence of events, including a comprehensive description of injuries, fatalities, and property damage with estimated dollar value
- c. Clear description of events before, during, and after the accident/incident
- d. Findings and analysis, including investigation activities
- e. Description of the investigation process and methodology
- f. Description of post-accident/incident testing and research conducted
- g. Conclusions, including any findings
- h. Probable and contributory causes
- i. Recommendations to prevent reoccurrence
- j. Supporting analysis to defend any recommendations made
- k. Short- and long-term actions
- l. Changes to rules, policies, or procedures
- m. CAP(s) to address any findings resulting from the investigation.

UDOT reports all reportable FTA events in an annual report.

3.2.3.2 Reporting to FRA

The UTA Safety department will submit required reports per 49 CFR 225, for accident/incidents using the AIRGNET reporting software, for accidents/incidents that occur within FRA operating territory.

3.2.3.3 Reporting to National Transit Database (NTD)

As part of complying with reporting requirements to the Nation Transit Database, UTA will submit monthly safety summary event reports (S&S-50) and any major event report (S&S-40) forms for both bus and light rail operations that meet reporting thresholds defined by the NTD within 30 days.

3.2.3.4 Reporting within UTA

The UTA safety reports are made available to the Director of Safety and Security (DSS), Chief Operating Officer, and Regional/Rail General Managers (RGM's). Reports will be forwarded by the DSS to the ED as needed.

3.2.4 CORRECTIVE ACTION

3.2.4.1 Safety Department Review

The Safety department will initiate an investigation to determine causal or contributing factors for events it deems necessary. Findings from the investigation that identify serious or high hazards, will require a corrective action plan and will be placed on the safety department hazard log. The Safety department will then coordinate with the appropriate departments to develop a corrective action plan (CAP) and fill out a CAP for the identified hazard. The CAP form will be assigned a number and placed on hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation

3.2.4.2 UDOT Review

UTA will develop a corrective action plan (CAP) for submission to UDOT when:

- a. Results from an incident/accident investigation contain identified causal factors that are determined by UTA or UDOT as requiring corrective actions
- b. Hazards or deficiencies are identified from internal and audits performed by UTA or UDOT

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation
- d. Process or plan for implementation of plan
- e. Date Corrective action plan was opened
- f. Identify noted deficiency/finding/hazard
- g. Cost resolving deficiency, if known or applicable

As part of developing a corrective action plan UTA may employ the use of an accident evaluation group (AEG).

An accident evaluation group will be organized to evaluate the following events:

- a. Fatalities
- b. Incidents involving multiple medical transports from the scene
- c. Major component or system failure

The AEG will be comprised of key UTA staff from various department that would have a role in the development of the CAP. UDOT SSO will be an invited member to applicable AEG meetings and play an active role in identifying casual or contributing factors.

Each CAP resulting from an investigation, or from hazards or deficiencies identified, will be made available to UDOT SSO for review. The CAP form will be assigned a tracking number and placed on the hazard log with its identified hazard. Upon completion of the corrective action the Safety department will submit to UDOT the completed CAP form for adoption, signified by UDOT SSO's signature on the CAP form. The hazard log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all corrective action plans with the use of the safety department hazard log and will provide UDOT with an updated log monthly.

3.3 SAFETY DATA COLLECTION AND ANALYSIS

3.3.1 DATA COLLECTION

Safety data is collected and stored by the safety department personnel on a secured network drive (Safety Department S:\\ Drive). It is reviewed, analyzed, and provided to UTA general manager in the General Managers Safety and Security Committee (GMSSC) meetings to assist the organization in eliminating hazards (see [APPENDIX B-2](#)).

Safety critical hazards are identified, investigated, reviewed, resolved, and tracked by the SSRC committee through the UTA TRAX and FrontRunner Safety Department Hazard Logs. The TRAX Safety Department Hazard Log is made available to UDOT SSO at any time through the Safety Department S:\\ Drive. SSO Manager has been given access to this drive to enable UDOT to have access to various data and documents.

TRAX accidents, incidents, and other safety events are recorded and tracked by the Safety Department using the light rail event tracker. The light rail event tracker is provided to the UDOT SSO quarterly prior to the quarterly meeting. It is also stored on the S:\\ Drive which UDOT has access to.

In addition, UTA personnel involved in an accident or incident are required to complete UTA's accident/incident report form (green sheet). On-scene supervisors file supervisor's accident /incident report forms. Copies of these documents, as well as any pictures are copied into the Safety Department drive by the Safety Administrator. Accidents and incidents, require a UTA Safety Administrator to complete a safety department investigation form.

UTA also obtains data from the NTD, US DOT, the National Safety Council, NTSB, APTA, and other transit organizations.

The Safety Administrator(s) reviews TRAX and FrontRunner's control center's daily logs and records events involving the rail system. Events meeting minimum threshold levels are reported to UDOT, FRA, and FTA as required by current regulations.

System event data is entered monthly into the National Transit Database, Commuter rail, and TRAX accidents occurring in FRA territory are reported to the Federal Railroad Administration using the on-line AIRGnet software provided by FRA.

Other sources of data include:

- a. Control Logs
- b. Accident/Incident Reports
- c. Hazard Logs
- d. UTA Police Reports
- e. Employee Training records
- f. Maintenance Records
- g. Rules Checks Reports

3.3.2 DATA ANALYSIS

Data collected is analyzed on a regular basis and is used to evaluate safety performance and identify areas potentially requiring corrective action to reduce the number of events. Types of events that are used for this analysis are areas where there is an increase or reoccurrence of accidents, incidents and occurrences as defined by the FTA.

Event data collected is also used to determine goal specific KPI's required by the FTA in specific areas including events, injuries, fatalities and mean time between mechanical failures. Data collected is also tracked on UTA's safety

dashboard and projects current accident rates while comparing them to the prior year. This data evaluation is used to determine the effectiveness of implemented mitigations and areas needing further evaluation and corrective action.

Rules checks, close calls and interviews are used as a means of proactive risk mitigation and is tracked on UTA's safety dashboard and is used to find, fix and follow up on hazard identified and tracked on UTA's hazard logs.

3.3.3 CONTINUOUS IMPROVEMENT

UTA uses the concepts of continuous improvement throughout its entire organization including safety. UTA's utilization of the safety department hazard log and local department hazards logs allows for this process to be utilized. Safety committees review local department hazard logs on a monthly basis and create corrective actions for identified hazards. All closed hazards are documented and kept for historical reference for the purposes of tracking reoccurring hazards that may require additional mitigation. Safety department hazard logs are also reviewed on a monthly basis by the SSRC. The effectiveness of corrective actions that have been implemented are often used to determine if a specific hazard's risk has been sufficiently reduced needed for closure.

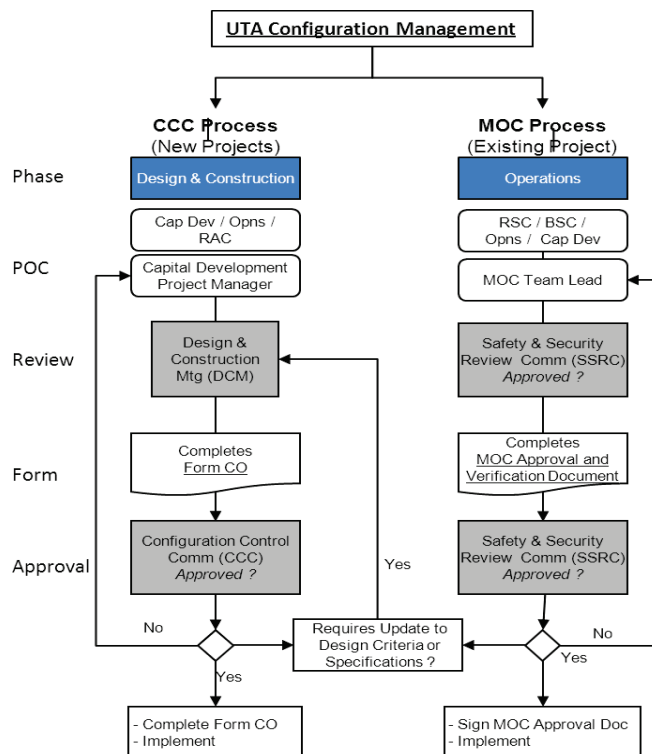
3.4 SYSTEM MODIFICATIONS (MANAGEMENT OF CHANGE)

System Modifications at UTA refer to changes in operating systems that require review and approval by the agency. System modifications at UTA utilize the Management of Change (MOC) process. The Safety and Security Review Committee (SSRC) chaired by the Safety Manager provides direction and oversight of any system modification.

The system modification process at UTA is designed to evaluate and mitigate the impact changes will have on the people, procedures, equipment, vehicles and environment of the system affected by the change. The safety and security concerns for these changes will be addressed and resolved prior to initiation of the change, or implementation within the system. All modifications of rail vehicles that meet the MOC criteria must first be reviewed and approved by the Manager of Technical Services prior to being presented to the SSRC for final approval. This process is outlined in light rail SOP 4800-0300-351 "Configuration Control of Light Rail Vehicle Fleet".

Configuration Management at UTA coordinates new systems or extensions by Capital Projects Department before they are implemented in the existing operating environment and is managed through the Configuration Control Committee (CCC) process during design and construction. This process is more fully explained in the Capital Development SOP #003 Pillar IV 1.1.8 of the TASP. The CCC process is managed at UTA by the Capital Projects Department, and has representatives from each process involved at UTA. Capital Projects Department personnel will follow project guidance as outlined in the Project Control User Manual. Document Control (4.0) and the development of files and file codes for projects as well as the electronic storage of documents in the SIRE system.

The flowchart to the right illustrates the current configuration management process.



3.4.1 MOC AUTHORITY

Authority to manage system changes is derived from the ED of Utah Transit Authority. The responsibility for implementing and enforcing MOC processes falls under the authority of each UTA executive and manager. Responsibility for change approvals falls under the authority of the Safety and Security Review Committee (SSRC), which is comprised of a group of experienced design, maintenance, and operational personnel from Bus, TRAX, FrontRunner, and Capital Projects Departments.

3.4.2 MANAGEMENT OF CHANGE (MOC) PROCESS

The management of change process is an internal review and approval process managed by the SSRC. Proposed configuration modifications to existing bus, rail, and facilities infrastructure, systems, equipment, or vehicles will be reviewed and formally accepted for implementation by the SSRC committee. Each proposed change must be evaluated to determine the impact on an existing system regarding the areas of maintenance, operations, safety, and environmental, and security effects prior to any changes.

The goal of the MOC process is to ensure that UTA systems continue to provide a level of safety equivalent to or better than the existing system. MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment. This process is intended to prevent unauthorized changes that could compromise safety or introduce a hazard without approval.

The MOC process complies with UDOT SSO's program standard; FTA's general requirements, guidance, and circulars; and FRA guidelines to ensure that safety hazards and concerns are adequately addressed in modifications to existing systems, vehicles, and equipment.

The process for implementing MOC solutions is as follows:

1. During normal operations, inspections, audits, or accident evaluations the bus and rail safety committees (BSC, RSC), or Capital Projects develop corrective action plans (CAPs) or planned modifications. If the cost of the CAP requires interdepartmental, intergovernmental coordination, or exceeds \$ 5,000, the RSC / BSC will form a MOC team with a team lead (TL).
2. The TL will coordinate the resolution and complete the MOC approval and verification document (MOC document, format provided at end of this section).
3. The MOC action will be entered on the MOC log with a number assigned, as maintained by the Safety Department.
4. The issue and recommended solutions will be coordinated with the different affected departments during the development of the MOC document.
5. The MOC document, with recommended modification or corrective action, will be presented by the MOC TL at a SSRC for review and approval. It is recommended that the issue be brought to SSRC at the earliest opportunity to discuss the issue and provide direction, prior to presentation for approval.
6. The SSRC will review the proposed action, based on the considerations listed in the following section.
7. If approved by the SSRC, a minimum of two members will sign the MOC document.
8. MOC TL will implement the CAP, documenting compliance with the provisions stated.
9. When completed, the MOC TL will provide evidence to the SSRC of implementation and required integration testing or operational checks. As-built plan drawing changes and As-In-Service software (if applicable) will be given to the department responsible for future maintenance of the change.
10. Red-line drawings and As-In-Service software (if applicable) will be received from the contractor or other worker. These drawings and software will be filed within SIRE (electronically preferred) and provided to Capital Projects Engineers and or Facilities Maintenance Drawings.

The MOC log and corresponding hazard logs will be updated with close-out date of the completed action.

3.4.3 MOC ACTION CONSIDERATIONS

The SSRC will consider, at minimum, the following issues when evaluating a MOC action for approval:

- a. Safety issues or hazards associated with the changes, including impact to safety-functional or safety-critical hazard mitigation processes
- b. Environmental compliance issues
- c. Security issues
- d. New or modified maintenance concerns
- e. Operations impacts of the change

- f. Impact on operating rule book or standard operating procedures
- g. Impact on public
- h. Impact on personnel
- i. Impact on other systems, including Positive Train Control (PTC)
- j. Funding source
- k. Schedule for implementation
- l. Effect on safety certification process and critical items list (CIL)

3.4.4 MOC LOG

The management of change log will record each requested and implemented action. A number will be assigned corresponding to the current year, then sequential number (12-001, 12-002, etc.). The MOC log will be maintained by the Safety Department on the safety drive (S:\\).

3.4.5 NOTIFYING DEPARTMENTS

The MOC approval and verification document will be used to ensure notification to and coordination with affected departments. The document will provide the review of the action and recommendations to the department representative. The designated department representative will sign off on the document.

3.4.6 MOC APPROVAL AND VERIFICATION DOCUMENT

The management of change process for each action will be presented to the SSRC with an approval and verification document in the following format with the requested information. Coordination, approval, and verification signatures will be completed at the appropriate time during the process

A sample MOC approval and verification document is provided in [APPENDIX C-5](#).

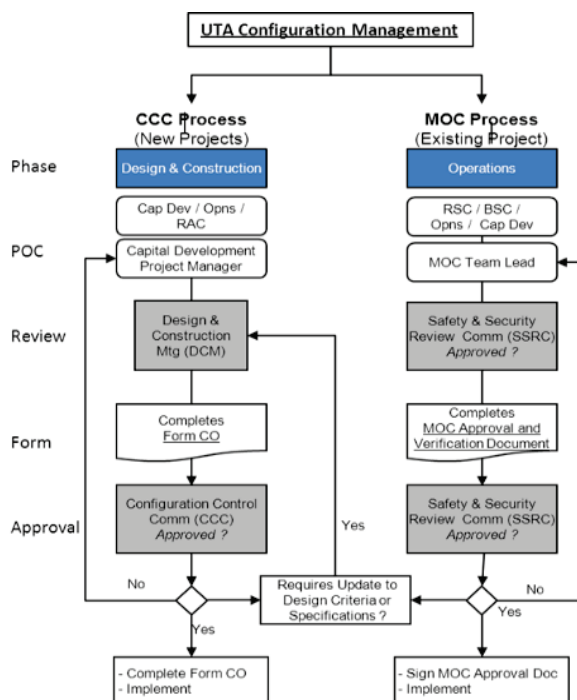
3.5 CONFIGURATION CONTROL

Configuration control within UTA is managed through the Configuration Control Committee (CCC) process during design and construction, and the management of change (MOC) process during operations. The CCC process is managed for UTA by the Capital Projects Department. The MOC process is managed by the Safety and Security Review Committee (SSRC) chaired by the Safety and Security Director.

The CCC process is managed for UTA by Capital Projects, and coordinates new systems or extensions before they are implemented in the existing operating environment. Project managers employ the Project Management Plan (PMP) to guide capital project development and implementation. The Project Management Plan (PMP) will be used in conjunction with the Project Control User Manual by the Project Control Specialist. This manual is updated periodically and contains direction for as built and document control procedures. Specific guidance for document control procedures, File Creation (4.2), File codes, SIRE use (4.2), is provided in The Project Control User Manual Section 4.0. Smaller projects may include an abbreviated PMP specific to the project. Representatives from each involved department and safety are represented in the CCC process. Notification of project changes to existing structures or facilities which might have potential safety or security impacts to effected UTA personnel is critical. Additionally, public, or other effected groups shall be notified of any change which might have potential safety or security impacts. Effected personnel are invited to participate in project meetings and coordinate any changes. Additional training may be required. Operations and maintenance procedures, bulletins or SOP's may need to be developed. The general public may be affected. The Public Relations Department will assist with communications to outside agencies or effected groups and is an essential element of communication which must take place from the beginning of any project and at various stages of a project through completion and implementation of services impacted by a project. Any negative or hazardous impacts observed by a change must be reported to management personnel as soon as possible.

The flowchart illustrates the current configuration management process. For detailed discussion of the management of change process and documentation, see section [SYSTEM MODIFICATIONS \(MANAGEMENT OF CHANGE\) 3.4](#).

The process always asks if any modifications to the design criteria are required. If so, changes are vetted through the Design and Construction Meeting (DCM) and incorporated into the next update of the criteria.



3.6 SYSTEM SAFETY AND SECURITY CERTIFICATION

3.6.1 SAFETY CERTIFICATION

This section describes UTA's System Safety and Security Certification process used to ensure that safety concerns and hazards are adequately addressed prior to the initiation of passenger operations for New Starts and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles or equipment. A guiding principle of the certification process is the verification that safety and security-related requirements are incorporated into a project, thereby demonstrating that it is operationally ready for revenue service.

UTA's System Security Plan and Emergency Preparedness Plan (EPP), separate documents, integrate and interacts the process for managing threats and vulnerabilities into the safety certification process.

Safety certification takes place throughout a project. It begins at the initiation of design of a project, is carried through construction, mitigating hazards in the process, evaluated during start up and testing, and transitioned into operations.

3.6.1.1 Safety and Security Major Capital Project Plans and Documents

The following documents guide the safety certification process during a major capital projects:

Project Plans (with Safety Input)	Abbreviation	UTA Owner
Activation Plan	RAP	Project Dev (Cap Dev)
Bus Fleet Management Plan	BFMP	Project Manager
Construction Emergency Mgmt & Response Plan	ERP	Contractor by Project
Construction Safety Program Manual / Program Manual	CSPM/ CSSP	Contractor
Document Control Plan	DCP	Capital Projects
Emergency Preparedness Plan	EPP	Public Safety
Operation & Management Plan	O&MP	Project Manager
Operational Hazard Analysis	OHA	Safety Admin.
Preliminary Hazard Analysis	PHA	Project Manager
Project Management Plan	PMP	Project Manager
Rail Fleet Management Plan	RFMP	Project Manager
Rail Service Plan	RSP	Rail Ops
Real Estate Management Plan	RAMP	Project Manager
Safety & Security Certification Plan	SSCP	Project Manager
Safety & Security Mgmt Plan	SSMP	Project Manager
System Integration Test Plan	SITP	Contractor
System Security Plan	SSP	Manager of Security

3.6.2 HAZARD ANALYSIS

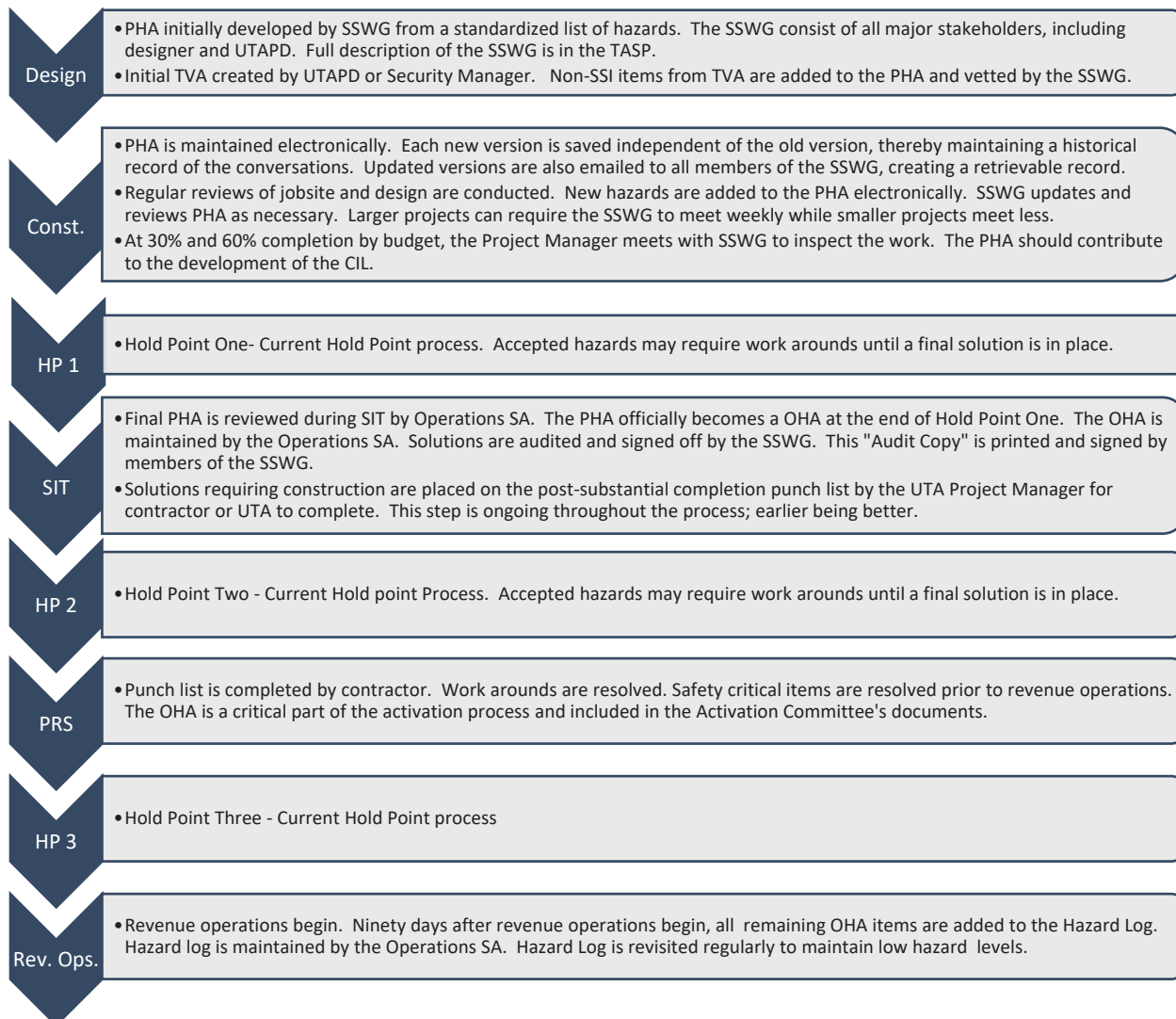
Risk analysis during the project's design and design safety reviews provides the basis to develop a preliminary hazard analysis (PHA) for the project. This PHA, typically maintained in a matrix log for the project, identifies hazards and potential hazards along the corridor, at platforms and in park and ride lots. The hazards are rated based on the risk

analysis matrix (see section 6) and possible solutions to these hazards are proposed. The solutions are then evaluated and incorporated into the design to mitigate or reduce the hazards to the maximum practicable extent.

Similarly for security aspects of the project, and UTA system as a whole, a threat and vulnerability analysis (TVA) is conducted on each project. Elements identified in the TVA that can be designed out of the system, are incorporated into the construction of the project.

During the initiation of testing and systems integration, additional operating hazards are identified and incorporated into the hazard analysis matrix. This is the start of a transition from a PHA to an operating hazards analysis (OHA). Resolutions to these hazards are incorporated into the construction or testing efforts, or a procedure for operations is written to be used during operations.

At the completion of systems integration testing, and prior to pre-revenue operations, the PHA/OHA is reviewed to determine all the hazards that have been eliminated, mitigated, or accepted. The solutions implemented (design, rule, procedure) are noted on the matrix. The OHA remains active throughout pre-revenue and 90 days into revenue operations. The remaining hazards, not mitigated or accepted after 90 days, will be incorporated into the safety department hazard log for that mode of transit (commuter rail, light rail, bus) to be tracked and resolved in the hazard management process (see section 6). An illustration of this process follows this section.



3.6.2.1 Facilities Hazard Analysis



3.6.3 PROJECT CERTIFICATION / HOLD POINT PROCESS

UTA’s “Hold Point” safety certification process is documented in the Activation Plan (AP), a separate document for each project, through the Activation Committee (AC). The AC will follow a proactive approach to examine, identify, and document safety and security critical certifiable elements and sub elements; utilizing UTA's approved certifiable items lists (CILs) for each certifiable element.

The RAC will maintain a master safety and security certifiable items list (CIL) for internal distribution, review, consideration, and incorporation of key safety critical elements and items into the Safety and Security elements of UTA’s Design Criteria and checklists. (See [APPENDIX C-3](#)). These documents are used to improve safety and functionality of system design, promote effective and efficient use of resources, reduce the number of workarounds and change orders, and reduce hazards in service and maintenance.

Hold Points are conducted before each commissioning phase of the project. Structured reviews and associated approvals will ensure a comprehensive review of all conditions before each phase is started to minimize, mitigate, or eliminate potential safety, testing or operating issues. These phases include the following:

- a. System integration/testing (SIT) Hold Point 1
- b. Pre-revenue operations (PRO) Hold Point 2
- c. Revenue operations (RO) Hold Point 3

A comprehensive review of all conditions will be conducted during the hold point period to eliminate or resolve all potential safety issues. Each of the three commissioning phases of a project presents a new set of operating conditions which can introduce safety concerns and/or hazards unforeseen during the design and construction process. The rail systems activation specialist is responsible for conducting all hold point reviews. He/she will coordinate the overall safety review effort, including the issuance and distribution of each report, indicating approval, by signature, to move to the next phase of commissioning.

During the activation hold point process, a report will be generated for each of the three hold points. Generally, each report will consist of the following detail:

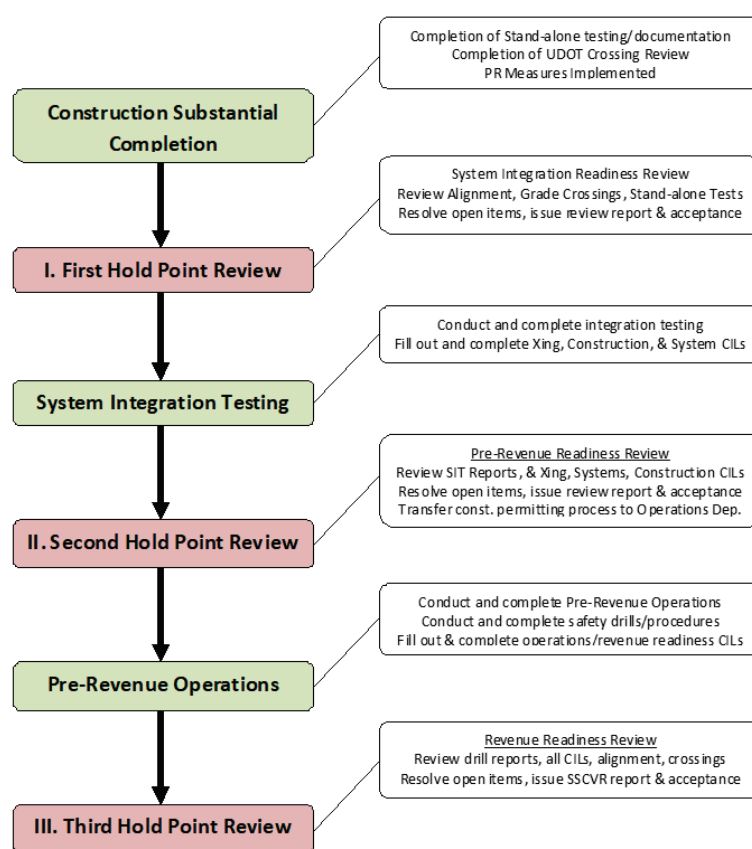
- a. Participants - those whom are required to participate in the safety review.
- b. Zones/reaches/areas which are reviewed.
- c. List and verification of items or activities (CILs, testing) required and successfully completed.
- d. Findings as a result of the review of the area, which require corrective action or approved workarounds.

Each report will be signed by the RAC members, and then by the approval authority, typically the Safety and Security Director before moving to the next phase of commissioning. Samples of the Hold Point approval documents are provided in [APPENDIX C-4](#).

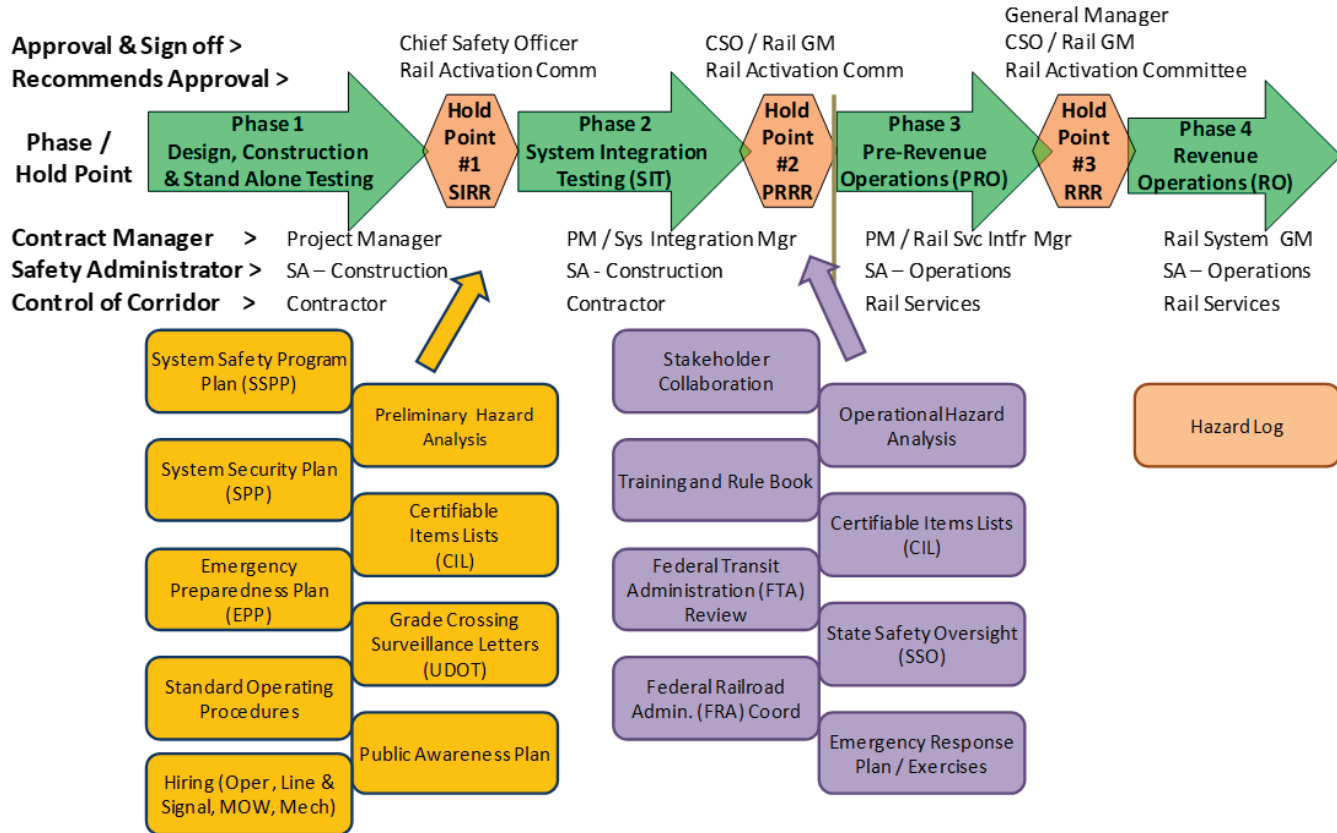
The Safety Administrator prepares the final project safety and security certificate verification reports (SSCVR), with an exception/restriction resolution schedule and acceptable workarounds.

The reports also summarize the project readiness for revenue service by issuing certificates of compliance for each certifiable element, to the SSRC for review and acceptance. The SSCVR is then submitted to the UTA ED and Rail Services GM and for formal approval by UTA's executive management.

The ED will issue the project's final safety and security certification verification statement to the appropriate oversight agencies, authorizing UTA to commence passenger service pursuant to UTA's TASP.



Activation “Hold Point” Process



3.6.4 QUALITY ASSURANCE

Large projects at UTA have a quality assurance/quality control (QA/QC) function built into the design and construction of the project. Specific personnel are responsible for QA/QC activities. In general, QA/QC activities in large projects follow standard industry practice and are subject to review by the FTA and others. Quality control during construction projects is a requirement of the contractor, and submitted in the Quality Management Plan (QMP) and approved by UTA prior to initiation of construction. UTA retains qualified inspectors and testing firms to provide Quality Assurance by document submittal reviews and periodic testing of materials throughout the project. On large federally funded projects, UTA and construction personnel will visit the manufacturing sites of rail & bus products to insure quality prior to these products being shipped to the site.

The Supply Chain Department handles quality assurance for day to day procurement, inventory and warehouse activities. Received goods are compared to items ordered, lot numbering or other certifications as required on safety critical items. Where applicable, receiving personnel assure that lot number documentation is provided before materials are received or accepted. Periodically, purchasing personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, and other devices for compliance with specifications. Items will also be periodically functionally tested to assure they meet standards.

3.7 RULES COMPLIANCE

3.7.1 TRAX RULES COMPLIANCE

3.7.1.1 Documents and Publications

3.7.1.1.1 TRAX Rule Book and Standard Operating Procedures (SOPs)

The TRAX Rule Book and Standard Operating Procedures (SOPs) describe policies, rules, and practices regarding the TRAX light rail system. The TRAX Rule Book and SOPs are maintained by Rail Service Operations. The TRAX Rule Book is reviewed annually and SOPs are reviewed as needed, with a deep review to be held every three years by the Light Rail Services Policy and Procedure Review Forum (PPRF), and approved by the Rail General Manager (RGM). Changes, additions, or revisions that have been reviewed and approved by the PPRF and the Light Rail General Manager are circulated to all employees, requiring each to provide their signature (either holographical when a paper version is distributed or digitally after completing a Computer Based Training (CBT) module reviewing a change) confirming they have read and understand the TRAX Rule and SOPs. Train operators and employees working in the right-of-way are required to carry a current rule book.

3.7.1.1.2 TRAX Daily Operating Clearance:

TRAX issues a Daily Operating Clearance (DOC) that lists and describes advisories, bulletins, work permits and general comments. A Rule and SOP of the day are included on the Clearance. Yard and tail track movements are issued on a separate form. Employees are required to sign a daily log sheet confirming that they have read and received the daily operating clearance and yard and tail track movements for that date. UTA complies with all FRA rules, regulations and programs with exceptions as described in the joint use waiver.

3.7.1.2 Rule Compliance Checks

3.7.1.2.1 Operations: Operational Rule Compliance Testing

Observation tests are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. Supervisors will conduct observed (the supervisor is in plain view of operators) and unobserved (a supervisor is making observations from a position that is not known, or cannot be seen by operators) to ensure overall compliance. Each field supervisor is required to perform at least three observation tests every week during their field shifts at random times on random days based on train operations. All observation tests will be documented on the Operational Testing Form or by entering their observations into the Rules Observation Program (ROP). All paper records of operational tests are retained for three calendar years from the day of the test. Digital storage of entries into the ROP will be retained for three years from date of entry.

Operations training supervisors conduct biannual efficiency checks of all train operators to determine an employee's ability to comply with rules, regulations, and procedures. The efficiency check results are recorded by the operations supervisor and retained in the operator's training record folder. All operator training records are maintained by the operation training supervisor.

Operation field supervisors/controllers are evaluated for rules compliance by undergoing periodic controller and system evaluations conducted by the operations supervisor trainer. Applicable evaluation forms are completed by the operations supervisor trainer and signed by the evaluated supervisor. Completed and signed evaluation forms are filed in the evaluated supervisor's training record folder. All supervisor training records are maintained by the operations supervisor trainer.

3.7.1.2.2 Maintenance of Way

Maintenance employees are randomly checked for compliance with rules set forth by the FRA. Twice a year, maintenance of way supervisors conducts random audits of employees working in rail transit right-of-ways for

compliance with roadway worker regulations. As part of conducting rules compliance audits, supervisors fill out a corresponding form containing a rules compliance checklist for each employee. Rules compliance checks, passing and non-passing findings are tracked in a log maintained by the maintenance department.

3.7.1.2.3 LRV Maintenance

LRV Maintenance supervisor and leads conduct daily, weekly and monthly rules checks during their shift. These rules checks are documented on the LR vehicle maintenance pass down. Various items checked are employee adherence to using Blue flag, Lockout tag-out, placement of chains including forklift and crane inspections. This process is followed for all LRV running maintenance at each light rail shop. There is a QA/QC Supervisor that audits the weekly checks and reports the findings to the assistant managers for follow up and corrective action. This information is stored on the vehicle maintenance SharePoint page under QA/QC.”

3.7.1.3 Reports and Data Analysis

Results of the operational tests are compiled on a rolling quarterly basis and reviewed by the Manager of Rail Operations or other designated person(s) and forwarded to the Safety Administrator every calendar quarter. A written form of the discussion and review will be provided to the Safety Department within 30 days after the end of the quarter. Additional information regarding operational tests is available to the Safety Administrator as needed on request.

3.7.1.4 Enforcement

3.7.1.4.1 Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (performance agreement and termination) that may result in termination. See UTA Corporate Policy 6.3.1. Rail operations maintains a log for all stop indications and wrong route violations, and may further investigate any rules violation that is reported, or that may be part of an accident or incident. Additionally, all accidents and incidents are reviewed by supervisors and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary.

3.7.1.4.2 Hazard Management

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the safety department hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.2 FRONTRUNNER RULES COMPLIANCE

3.7.2.1 Documents and Publications

3.7.2.1.1 *General Code of Operating Rules (GCOR)*

FrontRunner uses the GCOR as their primary rule book for both operations and maintenance. The GCOR is updated frequently through biannual national committee meetings and published every five years. UTA has a representative at these meetings.

3.7.2.1.2 *System Special Instructions (SSI) and General Orders*

FrontRunner publishes a set of system special instructions (SSI) annually which are rules and instructions that are specific to operations. These changes include GCOR rule revisions, safety rules, signals, yard procedures, etc. Between publications of the SSI, a general order may be issued to add or revise a rule if needed. All operations employees must read, sign for, and carry all issued general orders until such time as they can be incorporated in the next version of the SSI.

3.7.2.1.3 *FrontRunner Timetable*

Operations employees must remain aware of and familiar with the FrontRunner timetable. The timetable contains information such as speed restrictions, station locations, switch speeds, siding locations, and other specific information that pertain to FrontRunner track.

3.7.2.2 Rule Compliance Checks

3.7.2.2.1 *Operations: Efficiency Testing*

To enforce rule compliance all FrontRunner operators and controllers are subject to efficiency testing. Efficiency testing is regulated by a designated testing officer and carried out by a select group of efficiency testing supervisors. Each efficiency testing supervisor is tasked to complete a minimum of four efficiency tests per quarter. At the end of the quarter the designated efficiency testing officer compiles a report summarizing the results for the quarter. The report is then kept on file for review by the FRA.

All operations employees must attend yearly “rules classes.” These classes cover all rule changes, additions, deletions, and revisions. Employees must pass a test given at the end of the class by a score of at least 90 percent.

3.7.2.3 Enforcement

3.7.2.3.1 *Violations*

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (written notification and performance agreement) which may result in termination. See UTA Corporate Policy 6.3.1. De-certifiable violations are recorded in the personnel file. All accidents and incidents are reviewed by the Controller Standards Group and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary. Additionally, all major accidents are reviewed at an Accident Evaluation Group. Frontrunner also enforces the following 49 CFR regulations: 49 CFR Part 240.129 – Criteria for monitoring operational performance of certified engineers.

49 CFR Part 240.117 – Criteria for consideration of operating rules compliance data.

49 CFR Part 217.9 – Program of operational tests and inspections: recordkeeping.

3.7.2.3.2 *Hazard Management*

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSR committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

3.7.3 BUS RULES COMPLIANCE

3.7.3.1 Documents and Publications

3.7.3.1.1 *Bus Operations Employee Handbook and Standard Operating Procedures (SOPs)*

In the Bus System, the Bus Operations Employee Handbook and Standard Operating Procedures (SOPs) describe its policies, rules, and practices regarding the Bus system. The Employee Handbook and SOPs are maintained by Bus Operations, reviewed annually, and approved by the Bus Regional General Managers (BGM). Changes, additions, or revisions are circulated to all employees affected by them.

3.7.3.1.2 *Detours, Bulletins, Notices and Memos*

Route detours are issued daily to all bus operators checking out their work for the day. As needed; bulletins, notices and memos addressing system issues, temporary changes in the operating system and changes in work duties are issued as needed. Not all changes affect all operators therefore bulletins, notices and memos issued do not require a signature from all operators. Employees are required to sign for critical information confirming that they have received, read and understand the written instructions. UTA complies with all local, state and federal requirements including but not limited to; (DOT, UOSH, FTA) rules and regulations and programs.

3.7.3.2 Rule Compliance Checks

3.7.3.2.1 *Operations: Operational Rule Compliance*

Operational field supervisors are tasked with performing rules compliance checks and observations. Observations are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. There is no set frequency or required number of field observations that have to be completed by Operational field supervisors on a daily basis. However, Supervisors spend time each day in the system observing and performing compliance rules observations, accident investigation, responding to operational needs as they encounter them, etc.

When an operational field supervisor observes a rules violation the field supervisor will address the issue with the Bus Operator immediately and complete an Observation Report (OR). The completed Operational Report form is then forwarded to the employee's immediate supervisor to address and follow-up with the compliance issue.

Operational Supervisors issue an Operator Evaluation Report monthly to each of their team members. The Operator Evaluation Report addresses the following:

- a. Attendance
- b. Miss-outs
- c. Accidents (Both chargeable and non-chargeable)
- d. Complaints
- e. Commendations

3.7.4 SAFETY RULES COMPLIANCE CHECKS AND VERIFICATION

The Safety Department ensures Operations and Maintenance departments are in compliance with the rules and SOP's within their individual departments through the use of rules checks and verification audits. Findings from these checks are then forwarded to management for review and corrective action.

3.8 FACILITIES, STRUCTURES AND EQUIPMENT INSPECTIONS

UTA's bus and rail facilities and equipment will be inspected on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations.

Rail Facilities Maintenance employees utilize a "Facilities Maintenance Plan". Assignments are made to individual maintenance employees to ensure the purpose and scope of the plan is fulfilled.

3.8.1 FACILITIES AND EQUIPMENT TO BE INSPECTED

Operating facilities and equipment routinely inspected and tested by employees, supervisors, management, and safety and environmental personnel include the following:

- a. Bus and rail maintenance/support shops/administrative offices, and equipment within the shops
- b. Fire system equipment
- c. Safety eyewash and shower systems
- d. Floor and portable hoist systems and cranes
- e. Heating, air conditioning, lighting, and ventilation systems
- f. Hydraulic presses, grinders, welders, wheel-truing equipment, lathes, etc.
- g. Hazardous materials handling and storage, etc.
- h. Locomotives, cab-cars, passenger cars, light rail vehicles, and buses
- i. Support equipment (i.e. rolling stock) including high-rail vehicles, track maintenance vehicles, bucket trucks, loaders, forklifts, aerial lifts, etc.
- j. Infrastructure including rail station platforms, track, switches, OCS, bridges, grade-crossing equipment, etc.

3.8.2 TECHNIQUES, SCHEDULES, AND PROCEDURES

Preventative maintenance inspection schedules are generated through the computer system per equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. A maintenance supervisor identifies upcoming PM inspections and assigns the work out to their crew for completion. Inspectors use checklists (see [APPENDIX B-4](#)) to identify potential physical hazards, unsafe equipment, unsafe acts, and policy and procedural deficiencies with the facility or equipment being inspected. Completed inspection reports and checklists are returned to the supervisor for review. Each department is responsible for maintaining inspection and repair records to confirm the inspection process.

3.8.2.1 M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures

Line and Signal uses a maintenance of way plan "MOW Procedures" that outlines specific testing and maintenance procedures in accordance with FRA regulations. These are in accordance 49 CFR parts 233 - 236.

Right of way rail maintenance uses a maintenance plan "rail maintenance standards" to maintain the track in accordance with FRA regulations 49 CFR part 213. The standard outlines all aspects of proper maintenance and inspections regarding track.

3.8.3 TRACKING AND RESOLVING HAZARDS IDENTIFIED DURING INSPECTIONS

The majority of safety hazards and concerns are resolved immediately by employees, and supervisors, and require no formal tracking process. Safety-critical hazards that cannot receive immediate attention are forwarded to the

appropriate supervision and will be reported to the Safety Administrator or safety committee. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the safety department hazard log for tracking purposes and managed by the SSRC committee. A corrective action plan, responsible person, and completion date will be assigned. Follow-up inspections will verify that the hazard has been resolved.

3.8.4 RAILROAD BRIDGE SAFETY MANAGEMENT AND INSPECTION PROGRAM

The railroad Bridge Safety Management Program (BSMP) has been developed and implemented by UTA to minimize damages and identify and repair deficiencies in bridges carrying UTA traffic, to safeguard their ability to carry UTA traffic, and to minimize risk of human casualties.

Capital Projects Department personnel have the responsibility to manage and inspect all rail bridges in accordance with 49 CFR Part 237, Bridge Safety Standard. Rail Bridge Engineers will assure that each structure is scheduled, inspected and any repairs or upgrades need to take place. Prior to all inspections, personnel will obtain a Rail Access Permit (FrontRunner or TRAX). Personnel will be current in training for Roadway Worker Protection and fully implement all necessary safety procedures during the performance of bridge inspections. Safety Department personnel have the responsibility to verify on a periodic basis (two inspections per year) the safe performance of bridge inspection program.

3.9 MAINTENANCE AUDITS AND INSPECTION PROGRAM

3.9.1 EQUIPMENT OR FACILITIES MAINTENANCE AUDITS AND/ INSPECTIONS

It has been a long-established UTA policy and goal of the organization to prevent untimely and costly equipment failures. To this end, UTA has established inspection and preventative maintenance procedures for its track, switches and structures, overhead catenary system, signal system, vehicles with their associated mechanical and electrical components, and support equipment. Plans and guides are provided by Original Equipment Manufacturer (OEM) recommendations, Fleet Management Plans, Facility Maintenance Plan and System Operations and Maintenance Plans.

During preventative maintenance processes, hazards observed that are a safety issue which needs further evaluation should be presented to the Safety Committee and the issue or hazard placed on the Local Hazard log. If the hazard is considered high or serious it will be placed on the UTA Corporate Safety Hazard Log. Hazards not resolved within 180 days are elevated to the corporate Safety and Security Review Committee (SSRC).

Revenue vehicles have daily, monthly (or by miles), and annual inspections. Preventative maintenance work orders (PMs) assure these failures do not occur. TRAX, bus and FrontRunner commuter rail personnel work very closely with vehicle and equipment manufacturers and vendors to assure optimal operation. Applicable Federal Railroad Administration (FRA) maintenance requirements and UDOT state motor vehicle requirements are implemented into daily, weekly, monthly, and annual inspections for efficient and safe operation. For example, the LRV maintenance mechanics inspect light rail vehicles. Diesel locomotive maintenance mechanics maintain the FrontRunner equipment and bus maintenance mechanics maintain UTA's fleet of buses. They make sure all of the engines, transmissions, lights, warning devices, brakes, and other safety systems are working properly before putting the vehicles into service. These same vehicles are subject to preventative maintenance (PMs), where maintenance personnel inspect fluid levels, hose and line condition, brake condition, safety equipment, and other vehicle systems to assure that these items function properly. PMs may also call for the periodic change-out of various components in order to prevent failures. All applicable FRA maintenance equipment is inspected and repaired according to applicable CFR sections.

Facility maintenance personnel perform maintenance not only on facility equipment such as heating and air conditioning, elevators or escalators, but they also are responsible for the maintenance of large equipment components used to maintain trains such as the wheel truing machine, cranes, hydraulic or electric lifts, etc that are critical to maintaining the various transportation modes.

Defects identified during inspections may be repaired immediately, if the situation allows it. For those items that cannot receive immediate attention as required by regulation a record should be made. Items on this list should be forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being generated for each item. This will allow the work order system to track the defect until it is resolved.

3.9.2 AUDITORS OF MAINTENANCE AND OPERATIONS ACTIVITIES

Managers and or Supervisors verify that maintenance procedures are performed. Triennially, UTA conducts internal audits to verify that this process is taking place. Additionally, UDOT (SSO) accompanies internal auditors to assure that the internal audit process is occurring. This preserves the independent nature of the audit process, since other organizational units are primarily involved with implementation of the audit items. Managers and supervisors of the areas being audited are invited to attend the audit; however, they do not conduct the internal audit. Other

organizational units are required to cooperate with the rail supervisor or other designee in the conducting of internal audits.

3.9.3 AUDIT REPORT—TRACKING AND RESOLVING INTERNAL AUDIT FINDINGS

The internal auditor will schedule and conduct internal audits. UDOT is invited (with 30 day notice) to participate in the audit functions. Upon completion, the internal auditor submits an internal audit report to the business unit general manager for review. The report will include findings, conclusions, and recommendations. A summary of all internal audits performed during the year will be included in UTA's annual report to UDOT. Reports to UDOT will include corrective action plans for hazards identified. Audit activities are reported monthly to UDOT in their monthly meetings with UTA.

3.9.4 FOLLOW-UP / ACTION PLANS

Departments and other organizational units are responsible for implementing their respective approved recommendations and corrective action plans within established time frames. Future audits will determine compliance with this requirement.

3.9.5 RESOLVING PROBLEMS AND DISAGREEMENTS

Disagreements with audit findings may be challenged by the department supervisor or manager to the internal auditor or audit group. A review of the requirements and findings/non-conformances written up will be made. A written reply will be made within 30 days. If a disagreement still remains, the issue will be elevated to the GMSSC meeting. A full review of the findings and disagreements will be presented at that time. The GMSSC members will make a decision for an equitable resolution.

3.9.6 USE OF A WRITTEN CHECKLIST

Written checklists are the preferred tool of conducting an audit. Written checklists of internal audit requirements will be used when conducting all internal audits and or evaluations. The auditor will make every effort to make certain that the department manager has received a copy of the checklist prior (one week) to the audit. If areas of concern arise that are not written on the checklist, and need to be investigated, the auditor may write the questions and make it a written part of the audit process. When a final report is given to the manager, a written record of questions or issues will be given to the department manager. Written checklists aid the department manager in knowing the expectations of regulations and the auditor prior to the audit experience.

3.9.7 TRACKING AND RESOLVING HAZARDS OR CONCERNS

Defects identified during inspections may be repaired immediately, if the situation allows it, by on-site employees and supervisors. Safety critical hazards that cannot receive immediate attention will be noted on the inspection checklist (see [APPENDIX B-5](#)). Items on this list are forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being written for each item. This will allow the work order system to track the defect until it is resolved. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the safety department hazard log and managed by the SSRC committee. A corrective action plan (CAP), responsible person, and date will be assigned and follow-up inspections will verify that the hazard has been resolved.

The majority of safety hazards and concerns are resolved immediately by employees and supervisors, and require no formal tracking process, other than the inspection checklist to show issues have been resolved. Some hazards or concerns that are not resolved in a reasonable manner or that involve other departments or require management review, are reported to the Rail Safety Committee (RSC) and Bus Safety Committee (BSC). If the matter is not resolved at this level, that it is referred to the Safety and Security Management Review Committee (SSRC). Please see the pertinent sections of the TASP describing RSC, SSRC, and hazard management processes.

3.10 DRUG AND ALCOHOL PROGRAM AND MEDICAL MONITORING

3.10.1 DRUG AND ALCOHOL PROGRAM

UTA is governed by the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and US DOT Drug and Alcohol standards found in 49 CFR Parts 40, 219, and 655. It is also governed by 49 CFR Part 29, the Drug Free Workplace Act. In response to these requirements, UTA has established a drug and alcohol policy including an addendum for FrontRunner rail services. This UTA Corporate Policy (UTA.01.05 Drug & Alcohol Policy) meets all of the above standards and is administered by UTA's designated employer representative (Department of Human Resources). The FTA and FRA regularly audit this policy and its effectiveness. The UTA drug and alcohol corporate policy and addendum for FrontRunner rail services are available to all UTA employees on the UTA intranet, under corporate policies.

3.10.2 MEDICAL MONITORING

Applying appropriate medical standards for safety-critical positions extends beyond a qualifying pre-employment examination. UTA has established ongoing standards for employees who perform safety-critical functions. Medical monitoring of employees whose conditions or physical and emotional health may not be acceptable in order to operate transit vehicles includes bus, special services, and light rail operators, as well as commuter rail locomotive operators. Biannual physical examinations are required for each of these employees. Annual physicals are conducted on employees whose results fall outside the established DOT requirements. Standard DOT physicals are performed with emphasis on vision, hearing, weight, drug screening, diabetes, blood pressure vitals, sleep apnea and a physical exam by a physician. Employee's emotional health is evaluated using the employee assistance program provider. This program allows for 24 hours-a-day, 7 days-a-week availability for employee evaluations or counseling. Evaluations include alcohol/drug abuse, marital matters, personal problems, mental health, financial issues, legal difficulties, and stress/anxiety matters.

3.11 PROCUREMENT

3.11.1 MEASURES AND CONTROLS FOR THE PROCUREMENT PROCESS

The Supply Chain Department facilitates and oversees all procurement activities at UTA. Supply Chain resides within the Finance Department which operates under the direction of the Chief Financial Officer, who also acts as the Chief Procurement Officer. Procurement and Contracts Specialists facilitate procurement for large projects or contracts. All other buying is accomplished by and through the Inventory Buyers and Contract Buyers. Supply Chain also manages parts and warehousing. UTA Internal Auditing reviews purchasing procedures and practices and makes reports directly to the UTA Board of Trustees.

Employees who enter in a request for goods or services using the requisition self-service portal in JD Edwards are responsible for identifying materials or services that are safety-critical in the Justification section of the request. Safety-critical items include any equipment, service or operation with a potential for major injury or damage to UTA equipment, passengers or employees. Requestors are responsible to include any supporting documentation to show that the requested materials or services meet Federal and State safety requirements, regulations, and standards in the Justification section of the requisition form. The requestor may enlist the help of the Safety Department to review these services or contracts for compliance with these regulations and standards prior to submitting the request. All purchasing requisitions are reviewed and approved at the department level by the requestor's direct supervisor. The safety department reviews and approves any requests for safety-critical items.

To ensure the acceptable products or services are delivered when orders are placed, vendors are provided with the specifications and required standards as supplied by the requestor in the requisition form. Prior to a contract being released, the contractor must agree to the contract language which requires personnel coming onto UTA property to follow all local, state, and federal safety and environmental laws.

All requests for the purchases of new hazardous chemical products must be recorded into a database, SafeTec, which includes a download of the chemicals safety data sheet (SDS) supplied from the vendor. Once in the database, safety and environmental administrators review the health, exposure, and other hazards for the product, and determine if the product is approved for purchase or rejected, or if safeguards should be implemented.

3.11.2 INSPECTION AND CONTROL OF MATERIALS

The Supply Chain Department handles quality assurance for day-to-day procurement activities. All materials received by UTA are inspected at the time of delivery. Receiving procedures requires inspection of received goods to assure that UTA is getting the items ordered and in the condition desired. Unauthorized hazardous chemicals or defective items are returned to the vendors and not accepted by UTA. Items and equipment received that have significant value and meet the definition of major capital assets defined in the corporate asset tracking policy are tracked in the Capital Asset Accounting System.

To further control safety, all specifications for parts and shop supplies are detailed on each part number in the item master file. Specifications include size, description, safety requirements, install instructions, warranty information, supplier requirements, and reorder guidelines. The information can be viewed by all maintenance and purchasing personnel but editing access to the field is tightly restricted to the Inventory Control Analysts and the Senior Supply Chain Manager to avoid accidental removal of data and/or specifications. Each time an item in inventory reaches calculated minimum reorder points, an automated requisition is generated by the inventory system. That form prints with all the information and instructions detailed above.

Periodically, Supply Chain personnel or safety administrators will randomly sample hardware, slings, lifting devices, etc. for compliance with specifications. Periodically items will be functionally tested to assure they meet standards.

The UTA Tools Management Program is used to maintain the inventory of UTA owned tools and certain personal mechanics tools if the tools require periodic calibration or verification. Tools are calibrated according to the manufacturers required specifications and a calibration log is maintained in the tool inventory system. Supply chain parts clerks are responsible for tracking and checking out UTA managed tools to mechanics. Any tools found outside of the manufacture's specifications or damaged tools are sent out for repair or replacement.

IV PROMOTION

Pillar IV of the Transit Agency Safety Plan is Safety Promotion. This section describes the responsibilities of staff to the safety program, and encouragement of others to follow established policies. It describes the committee structure established to form the means of discussing, solving and if necessary elevating safety issues and concerns to resolution. Training and certifications to enhance the qualifications and competencies of UTA staff are described, along with the reoccurring activities at UTA designed to promote and remind all employees about safety in the organization.

4.1 TASP IMPLEMENTATION ACTIVITIES AND RESPONSIBILITIES

4.1.1 TASP COMMITTEES AND POSITION RESPONSIBILITIES

UTA implements the TASP through a series of committees and department positions who have responsibility for specific areas, yet work in a coordinated manner to ensure the safety of the authority. As related in section I 3.2, safety is a key responsibility of all managers at UTA. All employees have the right to present safety concerns to their immediate supervisor, manager, or Safety Administrators. Any employee, supervisor, or manager that brings an incident, accident, safety concern, or hazard, in good faith will not be adversely affected, or be subjected to harassment or intimidation. These retaliations are not tolerated by UTA.

4.1.1.1 Safety Communication

UTA Bus, Rail and Maintenance committees communicate information regarding employee hazards and safety risks through displayed department safety boards. Hazard logs created through committees are displayed and available for employees to review. In addition department dashboards, memos and training may be provided to employees to communicate safety changes or hazard mitigations.

4.1.2 TASP COMMITTEES

UTA implements the TASP collaboratively through a series of committees coordinating bus and rail operation and maintenance services. Concerns, if not resolved by the manager or supervisor, will be referred to and addressed by the respective safety committee. The following hierarchy of committees at UTA are established to address all safety issues.

4.1.2.1 General Managers Safety and Security Committee (GMSSC)

The General Managers Safety and Security Committee is UTA's highest level safety committee, chaired by the general manager, ED. The committee is alternately chaired by the Safety and Security Director. The GMSSC is comprised of the UTA corporate staff, which includes the executives, and the rail and business unit general managers.

The GMSSC reviews and approves safety policies, goals, and objectives. It coordinates the support and resources needed to maintain high safety standards for all aspects of service and system safety. The ED through the GMSSC, is the ultimate authority for safety certification, system modification, and configuration management. This authority includes approving each project's safety and security certification statement.

The GMSSC committee meets quarterly to review reports on safety, accident trends, major accidents, urgent or safety critical concerns or hazards, internal and external audit findings, certification recommendations, items referred from the SSRC, and other items of concern to the GMSSC for comment, direction, resolution, and execution. Minutes are maintained and disseminated to members of the committee.

4.1.2.2 Safety and Security Review Committee (SSRC)

The Safety and Security Review Committee is a high-level system safety and security review and coordination committee overseeing on-going safety efforts within UTA. The committee is chaired by the Director of Safety & Security (DSS), and alternately chaired by the UTA security manager. The SSRC is comprised of the DSS, security manager and senior managers representing Rail Services (three managers), Bus Services (three), Capital Projects (one) and information technology (one). The committee oversees or takes the following actions:

- a. Forwards to GMSSC unresolved safety and security issues and required certifications
- b. Approves corrective action plans (CAP) for major accidents and safety critical items
- c. Decides unresolved hazards for bus and rail systems
- d. Ensures coordination of safety efforts between bus and rail systems
- e. Reviews safety and security certifications
- f. Approves management of change (MOC) solutions in the configuration management program
- g. Sets standards for and reviews results of or approves the following programs:
 - a. Hazard Management
 - b. Security
 - c. TASP updates
 - d. Project safety plans and procedures, including the following:
 - e. Rules compliance
 - f. Emergency management
 - g. Service inspection
 - h. Training and certification
 - i. Hazardous materials
 - j. Drugs and alcohol
- h. Ensures resolution of regulatory violations and non-compliance issues. (FRA, FTA, UDOT SSO, NTSB, OSHA, TSA, DHS)

Safety issues and actions are referred to the SSRC by design, construction, bus, rail, and fire / life safety committees. The SSRC may review as it selects, hazard analysis reports, risk assessments, corrective action reports, safety analysis, threat and vulnerability analysis, threat mitigations, hazard resolutions, NCRs, certification documentation, and fire/life safety concerns.

4.1.2.3 Management of Change (MOC) Teams

Configuration management within UTA consists of the CCC process during design and construction, and of the management of change (MOC) process during operations. The MOC process is more extensively examined in section III 4 of this TASP.

This process is controlled by the SSRC during operations. As part of this process MOC teams are assigned to resolve and implement corrective action plans (CAPs) to improve the system or correct an identified hazard. CAPs are developed by the respective safety committees (RSC, BSC) and approved by the SSRC. Responsible staff to lead the MOC team are recommended by the safety committee and approved by the SSRC. CAPs costing in excess of \$ 5,000 require SSRC approval.

MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment that may not require formal safety certification but which may have safety impacts.

4.1.2.4 Bus Safety Committee (BSC)

The bus safety committees coordinate on-going safety efforts within the operations and maintenance services of the bus system. They meet monthly to update and mitigate hazards in their facilities and on their systems. Committees are

formed for the Ogden, Salt Lake, Building-8, Timpanogos and Special Services business units. The BSC committees are chaired by the regional general manager's delegate, the committees consist of: up to any manager within the unit, one operator and one maintenance staff from each facility (one admin. representative, one union representative), and the Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The BSC chair position may be rotated annually, through the department's represented in the committee, with the new appointment made at the beginning of each year. The union appoints bargaining unit employees to the BSC annually to serve as safety representatives from the ranks of each department.

Committee members are granted an opportunity to speak, and to present safety issues to the BSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the BSC, and be available to others.

The BSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the BSC. Issues not resolved in the BSC, or safety critical hazards, are referred to the SSRC.

BSC actions will include the following:

- a. Reviews facility and operations system safety issues identified by members, staff, audits, or inspections
- b. Maintains local hazard log for all facility and operational hazards
- c. Assigns responsibility for correcting hazards
- d. Reviews open items for completion
- e. Ensure safety and regulatory rule compliance (FTA, OSHA)
- f. Regularly conduct inspections of facilities and operations to verify corrective actions, and to review safety in the system
- g. Report hazard log status and system safety review results to the SSRC

4.1.2.5 Facility (Admin) Safety Committee

The Facility (Admin) Safety Committee coordinates safety efforts for administrative employees working at Front Lines Headquarters (FLHQ). The committee chair is assigned by a department supervisor in coordination with the safety manager and may be an employ from any of the administrative departments at FLHQ. The committee is co-chaired by a Safety Administrator. Each of the administrative departments at FLHQ has a representative on the committee who is responsible for conducting monthly safety inspections in their assigned areas and voicing safety concerns to the committee. The committee meets monthly to update and mitigate hazards affecting administrative staff at FLHQ.

4.1.2.6 Rail Safety Committee (RSC)

The rail safety committees (RSC) coordinate on-going safety efforts within the operations and maintenance services of the rail system. They meet monthly to update and mitigate hazards in their facilities and on their systems. A committee is formed for TRAX (light rail) and for FrontRunner (commuter rail). The RGM appoints a chairman who may be a senior manager, or alternately chaired by the maintenance facility manager. The committees consist of the Operations manager or their appointed delegate, two representatives (one Union rep, one admin rep) from operations, LRV maintenance, Facility Maintenance, Maintenance of Way and a Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The corresponding maintenance facilities (Midvale, Jordan River, and Warm Springs rail service centers) are represented respectively on their RSC. The RSC chair position is rotated annually, through operations and the department represented in the committee, with a new appointment made at the beginning of each year. The union appoints bargaining unit employees to the RSC annually to serve as safety representatives from the ranks of each department, voicing safety concerns to the RSC.

Committee members are granted an opportunity to speak, and to present safety issues to the RSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the RSC, and be available to others.

The RSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the RSC. Issues not resolved in the RSC, or safety critical hazards, are referred to the SSRC.

RSC actions are similar to those listed under the BSC above. Additionally the RSC examines compliance with General Code of Operating Rules (GCOR), (FRA 49 CFR Part 214, 49 CFR 200-399; FTA 49 CFR 673).

4.1.2.7 Fire Life Safety and Security Committee (FLSSC)

The Fire Life Safety and Security Committee serves as a liaison between system safety, rail and bus service, and local police, fire and emergency response agencies. The FLSSC is chaired by a Safety Administrator, and alternately chaired by the Emergency Management Program Manager. Members include local police, fire, and EMS staff, and UTA's public safety, bus operations, and rail supervisors.

The FLSSC helps coordinate inspections and drills to verify the fire life safety and security emergency response, and familiarization and compliance in the system. Drills continue during revenue operations, per federal requirement, to maintain an effective inter-agency rapport.

4.1.2.8 Construction Safety Committee (CSC)

The Construction Safety Committee coordinates on-going safety efforts between construction contractors, reviews construction safety programs, conducts roadway worker protection training, and reviews claims summaries. The CSC is chaired by a Safety Administrator, and alternately chaired the UTA safety manager. The committee consists of the Capital Projects senior program manager-construction, Safety Administrators, RWP Manager, claims manager, contractor's safety managers, and construction managers. The CSC coordinates closely with the SSWG and participates in the PHA and TVA reviews.

The purpose and scope of the committee is to prevent accidents, illness, and casualties to UTA employees involved with all aspects of construction, inspection, and maintenance activities.

4.1.2.9 Configuration Control Committee (CCC)

The Configuration Control committee (CCC) has been established as a management tool to assist in evaluating recommended changes to a particular project and providing final approval for configuration and budget changes. The CCC's function is to address the need for continuity through the entire life of the project. It is essential that changes to the project be communicated through the proper channels and that all necessary personnel have been notified. More importantly, the function is to monitor, evaluate, recommend and carry out any changes in the scope of the project through all project stages.

The Capital Development SOP 003 has been developed to guide the CCC process and give direction and authority from the Director of Capital Projects to monitor progress of capital projects. This SOP also outlines the composition of the committee.

4.1.2.10 Activation Committee (AC)

The Activation Committee is a working committee of managers that meets regularly, combining safety and security verification process functions into UTA's construction, systems integration, and testing phases of new projects. The AC is made up of an activation manager and one manager from each of the following four supporting disciplines: Safety, (Capital) Civil, Systems and Operations.

UTA has instituted the use of the Activation Committee and the Hold Point process to bring on rail, new bus and facility projects. The membership of the committee may change slightly to best fit the role of the AC. The remainder of this section describes the project activation process.

Each discipline manager will be responsible for ensuring all certified items lists (CILs), procedures, tests, filing of documents, and any other assigned activities for his/her group are completed in accordance with applicable parts of the activation plan. Three of the four discipline managers, identified above, will each be assigned coordination responsibilities for one of the three activation primary functions-safety and security certification, system integration testing, and services. The AC will oversee and approve all activation documents and activities.

The Activation Manager (AM), with help from the AC, will ensure that the project follows the activation process, that all documents are properly completed and filed correctly, and that all necessary safety and security certifications are properly completed and signed before the project enters revenue service.

The AC will meet regularly to develop and finalize details of the AP specific to the project, and then manage activation activities against the plan. They will also discuss progress, issues, and concerns in regard to activation activities and requirements. Meeting minutes will be recorded and filed each time the committee meets. An action items list will be included with the minutes, and will be updated and discussed each time the committee meets to ensure responsibility and completion of items deemed critical to successful activation. The committee will create, maintain, and adhere to an activation-specific schedule, which will help to ensure completion of activation and start-up activities prior to scheduled revenue service dates.

Following commencement of revenue operations, the AC provides "lessons learned" input to planning and design teams, and for improved processes for the next activation.

4.1.2.11 Safety and Security Working Group (SSWG)

The Safety and Security Working Group (SSWG) is established by the Project Manager for each project that significantly changes the interaction of employees or patrons with the UTA system. The SSWG examines the design and specifications of safety and security critical systems on the project. The SSWG is chaired by the PM, project director, or a designee. Primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction and activation. The threat and vulnerability assessment (TVA), if conducted, is also coordinated by the SSWG.

The SSWG begins during the design phase and conducts regular review meetings, separate from ongoing design efforts, to focus specifically on safety issues. The project manager ensures that safety considerations are continually considered during regular design reviews. Design modifications that are recommended to be incorporated into the UTA design criteria are referred to the Capital Projects civil design manager for review at the design and construction meeting (DCM). Modifications are then forwarded to the Configuration Control Committee (CCC) for approval if the modifications are significant enough.

Core members:

- a. UTA Construction/Design Safety Admin
- b. UTA Security Manager
- c. UTA Video Security Admin
- d. UTA Mode Safety Admin, if applicable

Members at Large:

- a. UTA Project Manager
- b. Designer/Architect

- c. UTA Transit Police Officer
- d. End User to include, as applicable
- e. Facility Personnel

Operations

- a. MOW
- b. Admin Personnel
- c. ADA Specialist

Intent – to review systems from an end-user perspective, looking for hazards that can be 1) engineered out of the system, 2) corrected with SOP, procedures, etc. or 3) addressed with PPE.

The SSWG may not change the scope of the project, but may make decisions that relate directly to the remediation of specific hazards. To this end, it is best for the SSWG to be included in the scope phase of the project plan.

The SSWG defines the job specific CILS and creates and maintains the PHA. If the SSWG determines that the residual risk of a hazard cannot be reduced below Medium, then the SSWG presents its findings to the SSRC for final risk analysis.

4.1.2.12 Accident Evaluation Group (AEG)

The AEG is comprised of key UTA staff from various departments that would have a role in the development of a Corrective Action plan resulting in UTA involved accidents. UDOT SSO will also be an invited member to applicable AEG meetings and play an active role in identifying casual or contributing factors.

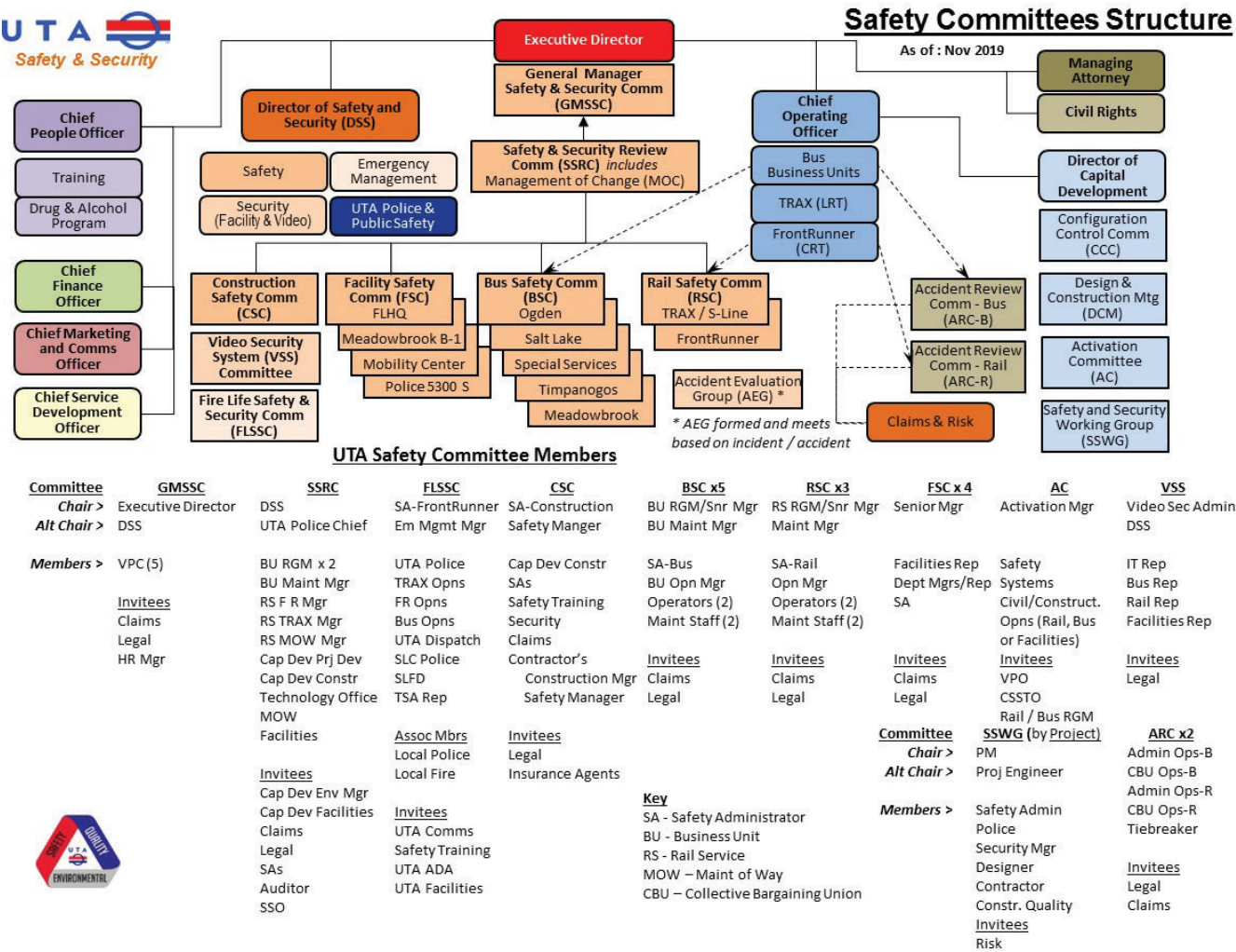
4.1.2.13 Accident Review Committee (ARC)

Accidents involving damage or injury are reviewed by the Accident Review Committee to determine whether it was avoidable or unavoidable. The ARC is coordinated through the claims department, and consists of two members of management, and two bargaining unit employees, who alternate chair the ARC. Each ARC will also have a tie-breaker member appointed, as accepted by management and the union.

Members of the ARC committee review each accident individually, and then render a sealed vote as to whether the accident is avoidable or unavoidable. The sealed votes are counted by the chair with a member of management, and a union representative. Avoidable accidents are charged against the operator or driver, and then classified for damage and injury severity, by UTA's claims unit. Avoidable severity classifications have varying degrees of disciplinary action, up to and including termination. See UTA Business Unit Standard Operating Procedure, No.BU6.8.1.7.

4.1.2.14 System Safety Committee Organizational Process Chart

UTA has formed a number of committees to combine and coordinate the efforts between system safety, rail service, capital projects, and other departments or agencies, to effectively address safety and security concerns. The current diagram of safety related committees is provided below.



4.1.3.1 System Safety and Related Tasks Matrix:

Safety Tasks	System Safety	Rail Ops.	Rail Veh. Maint	Rail MOW	Cap Dev	Fac. Maint	RSC/BSC	SSRC	GMSSC	UTA Board	HR
Prepare safety policy statements	P	S	S	S	S	S	RC, A	RC, A	A		S
Approve UTA corporate policy statements	S	S	S	S	S	S	S	S	A	A	S
Update TASP	P	RC,S	RC,S	P	RC,S	RC,S	S	RC, S	RC, A		RC,S
Hazard management process	P	S	S	S	S	S	P	P	P		
System modification	P	S	S	S	P	S	S	A			
Safety certification	P	S	S	S	P	S	S	P, RC	A		
Safety data collection and analysis	P	S	S	S	S	S	P	P	RC,A		
Accident/incident investigations	P	P	P	P		P	S	RC, A	RC,A		
Emergency management	P	S	S	S	S	S	S	RC, A	RC,A		
Internal safety audits and reviews	S	S	S	S	S	S	S	RC,A	RC,A		S
Rules compliance	P	P	P	P	P	P	S	RC,A			
Facilities/ equipment inspections	S	S	P	P	S	P	S	S			
Maintenance audits/inspections	S	S	P	P	S	P	S	S			
Training/ certification program-employees and contractors	P	P	P	P	P	P	S	S			
Configuration management/ control	P	S	S	S	P	S	S	RC,A	RC,A		
Local, state, federal requirements	P	P	P	P	P	P	S	S			
Hazardous material programs	P	S	P	P	P	P	S	S			
Drug and alcohol program	S	P	P	P	P	P	S	S			P
Procurement	S	P	P	P	P	P	S	RC,A			
Roadway worker program	P	S	P	P	P	P	S	S			
FRA rules, regulations, safety initiatives, programs	P	P	P	P	P	P	S	S			

P.....Primary Responsibility
 S.....Support Responsibility
 RC.....Review and Comment
 A.....Approval

4.1.3.2 Safety Department

The Safety Department has review responsibility for Design, Construction, Light Rail (TRAX), Commuter Rail (FrontRunner), Bus, and Paratransit safety. Safety Administrators in the department have specific responsibilities within their areas - but are coordinated to assist throughout the organization. The Safety Department also promotes safety within UTA through weekly safety messages, monthly safety posters and involving UTA employees by rewarding good acts of safety and ideas. UTA also promotes safety within the community through ongoing education outreach through Operation Life Saver, community safety fair and trucking association presentations.

4.1.3.2.1 *Director of Safety and Security*

UTA Safety Department is led by the Director of Safety and Security who has direct reporting responsibility to the ED. The DSS has been delegated specific responsibilities, by the GMED, for the management of: system safety, occupational safety and health, accident and incident investigation, the continuous hazard management process, the internal safety audit process, oversight of construction safety, safety and security certification, safety data collection and analysis, industrial hygiene, safety training, safety program implementation, regulatory compliance, and monitoring the implementation of the TASP.

The DSS typically meets with the GM weekly, typically during Corporate Staff and Executive Team meetings to provide updates on safety issues, safety priorities and hazard management and the impacts of budget reductions and resource constraints on the performance of safety-related maintenance activities and requirements. The DSS coordinates safety activities with all other executives.

DSS leads the GMSSC and the SSRC meetings, manages the Safety Administrator and coordinates construction safety with Capital Projects Department. DSS serves as the approving authority during the System Safety Certification Program "hold point" process.

The DSS coordinates all activities of the Safety Administrators serving the operational functions of rail and bus.

4.1.3.2.2 *Safety Administrator*

The Safety Administrators develop and administer system safety within UTA including Transit Systems, Construction and Instructional Design/Training. These responsibilities include: hazard mitigation and tracking logs, rules observations and compliance, developing, updating and conducting training on OSHA, SMS programs, and roadway worker protection for all contractors and administrative staff, conducts outreach in coordination with Planning and Public Relations, oversees safety curriculum, and maintains required training assignments, certifies safety trainers, oversees record keeping across UTA, completes weekly safety reports, coordinates with safety committees, coordinates FTA, FRA, UDOT SSO, TSA, OSHA activities and audits, conducts safety training programs, conducts and leads Fire Life Safety Committee activities and drills, enters and tracks NTD, and AIRGET accident data, oversees safety on all construction and renovation projects, conduct investigations, and inspections, verifies safety certification through activation phases of capital projects, collects safety data and prepares reports on incidents, accidents, and corrective actions plans.

4.1.3.2.3 *Emergency Management Program Manager*

The Emergency Management Program Manager (EMPM) has the responsibility for coordinating and implementing UTA's emergency management activities (planning, training, exercises, response, and recovery), ensuring plans, SOPs, and SOGs are relevant. Additionally, the EMPM strives to maintain the UTA emergency response supplies and equipment, coordinates UTA's response plans with external agencies, and oversees UTA's Emergency Preparedness Plan, and Emergency Response Plan's.

4.1.3.2.4 *UTA Chief of Police / Public Safety Manager*

The UTA Chief of Police / Public Safety Manager reports to the Chief Operating Officer and is responsible for the day-to-day management of the safety and security of all operations, maintenance, and administration facilities of UTA rail, bus, and paratransit systems.

4.1.3.2.5 *Roadway Worker Protection Program Manager*

The UTA RWP Program Manager reports to the Director of Safety and Security and is responsible for the day-to-day management of the Roadway Worker Protection Program.

4.1.3.3 Operations Department

4.1.3.3.1 Chief Operating Officer

The Chief Operating Officer reports directly to the ED and is responsible for the day-to-day management of the safe operation and maintenance of the UTA rail, bus, and paratransit systems. The COO coordinates the General Managers for Rail and Regional General Managers (bus) in accomplishing this mission. The COO collaborates with the Safety and Security Director and all members of the Executive Team to effectively implement this Transit Agency Safety Plan, Safety and Security Certification Program Plan, and Security Program Plans through the development and implementation of required plans, procedures, and processes. The COO also ensures appropriate resources are allocated for the implementation of safety projects and plans.

4.1.3.3.2 Light Rail General Manager

The Light Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling of all functions and activities of TRAX light rail and streetcar, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department) , budget, compliance, and customer service. Provides guidance in the development and implementation of standard operating procedures, safety regulations (with oversight from the Safety Department) , and fee schedules for Light Rail in compliance with federal, state, county and municipal rules and regulations. Oversees long-range planning and development of Light Rail programs and projects. Assists the Chief Operating Officer in developing programs to meet the needs of citizens. Helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission.

4.1.3.3.3 Commuter Rail General Manager

The Commuter Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling all functions and activities of FrontRunner Commuter Rail, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service, provides oversight and development and implementation of standard operating procedures, safety regulations, and fee schedules for commuter rail in compliance with federal, state, county and municipal rules and regulations. The Commuter Rail Service GM oversees long-range planning and development of Commuter Rail programs and projects, and assists the Chief Operating Officer in developing programs to meet the needs of citizens. Additionally the Commuter Rail Service GM helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission,

4.1.3.3.4 Director of Asset Management

The Director of Asset Management is responsible for all rail maintenance facilities and all rail corridor and system infrastructure (Maintenance of Way). The director ensures compliance with roadway worker protection training, training for all equipment workers within facilities.

The Director coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated.

4.1.3.3.5 Regional / Service General Managers (Bus/Special)

The Regional General Managers report to the COO and have the day-to-day responsibility for the safe operation of the bus and paratransit systems and maintenance facilities. The RGMs ensure compliance with driver and maintenance operations and safety training.

4.1.3.3.6 Chief Financial Officer

The Chief Financial Officer reports directly to the ED and has the responsibility for the offices of Accounting, Fares, Supply Chain, and Claims. Has responsibility for ensuring that only approved chemical and hazardous materials are

procured, the requesting departments have coordinated safety and environmental requirements of contracts prior to advertisement.

4.1.3.3.7 Director of Capital Projects

The Director of Capital Projects reports to the Chief Service Development Officer, and has the responsibility for project development and delivery, construction, State of Good Repair projects, environmental, and grant administration. The Director has responsibility for ensuring approved designers and contractors are retained, design criteria, safety programs for construction are in place on all projects, construction and systems integration testing for all new rail, bus and facility projects.

4.1.3.3.8 Senior Program Managers

Senior Program Managers report to the Director of Capital Projects and have responsibility for Project Delivery, Construction and Quality, and Environmental compliance and mitigation. System Safety Certification Program, with "hold points", is the responsibility of the SPM project delivery.

4.1.3.3.9 Information Technology Director

The IT Director reports to the Chief of Enterprise Strategy and is responsible for developing, maintaining and securing UTA's enterprise computer systems and architecture; ensuring appropriate backup and recovery during emergency services; researching and implementing new technology systems to enhance transit services, and electronic fare collection.

4.1.3.3.10 Chief of Planning and Engagement Officer

The Chief Planning and Engagement Officer reports directly to the ED. They oversee the planning department, Community Engagement, Customer Experience, Innovative Mobility Solutions, and Customer Service.

4.1.3.3.11 Director of Planning

The Planning Director reports to the Chief of Planning and Engagement Officer. They oversee a staff that is responsible for all the agencies' long range transit planning, strategic business planning, financial planning and funds programming, transit-oriented development planning, as well as project development and system optimization.

4.1.3.3.12 Senior Counsel to the Utah Transit Authority

The Senior Counsel reports directly to the ED, and is responsible to review and provide necessary legal advice on safety and environmental issues, managing liability and worker's compensation claims, reviewing new safety and environmental legislation, or regulations which may impact UTA's functions or operations,

4.1.3.3.13 Chief of Enterprise Strategy Officer

The Chief of Enterprise Strategy Officer oversees the Policy & Risk departments, Information Technology, Operations Analysis & Solutions, and Culture & Continuous Improvement.

4.2 TRAINING AND CERTIFICATION PROGRAM

4.2.1 EMPLOYEE AND CONTRACTOR SAFETY

Training and certification is a paramount concern, and as such UTA has developed a number of educational programs. The following employee classifications perform work that requires safety training and or certification:

- a. Train operators
- b. Operations personnel (hosts, report, etc.)
- c. Vehicle maintenance
- d. Maintenance of way (infrastructure/systems)
- e. Facility maintenance
- f. Passenger facilities maintenance
- g. Controllers
- h. Other personal and contractors that foul or potentially foul UTA's rail right of way

4.2.1.1 Line and Signal Technicians and Rail Maintenance workers

Line and Signal technicians and Rail Maintenance workers are required to complete roadway worker training on an annual basis. Line and Signal Technicians undergo training that is conducted by Union Pacific Railroad. This training consists of 4 two week phases and includes all elements related to signals and crossings and their maintenance, trouble shooting, and repair. In addition to signal training employees may participate in a lineman's correspondence course after completing all phases of the signalmen's school. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor. Rail Maintenance workers participate in two correspondence training courses: "Basic principles of track maintenance and advanced principles of track maintenance". After the completion of these courses a track maintenance worker must complete one year of maintenance work and must obtain approval of management before becoming a track inspector. Track Maintenance Supervisors must complete the same training in order to be able to inspect track. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor.

4.2.2 TRAINING AND CERTIFICATION FOR EMPLOYEES AND CONTRACTORS

UTA employees and contractor personnel, whether construction or service contractors, are required to be in compliance with applicable UTA rules and standard operating procedures (SOP) as well as local, state, and federal safety regulations. Service contractors who perform specific jobs under contract are required to be in compliance with specific safety or environmental laws that are or may be affected by their work.

UTA has developed a [Construction Safety Program Manual](#) that governs contractor safety specifically for contracted construction workers for UTA. This manual outlines procedures and responsibilities of UTA project managers and contractor personnel who contract with UTA to perform construction work activities. Additionally, the UTA safety goal is to achieve accident-free construction projects.

The UTA [Construction Safety Program Manual](#) reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in the manual and their own safety program, whichever is more stringent.

The UTA grants and contract administrator will review and implement into contract language requirements for the contract employees to meet. These contracts are written and reviewed by UTA's legal counsel as well as the contract administrator to assure that specific safety and environmental requirements for contract employees are met.

4.2.3 WORK-REQUIRED TRAINING FOR EMPLOYEES AND CONTRACTORS

All UTA employees and contractor personnel that will be working in the TRAX or FrontRunner corridors, who foul or have the potential to foul the tracks (within 10' of centerline of track), must receive the roadway worker protection training prior to beginning their work.

Contractors are responsible to train their employees on OSHA-required training prior to performing UTA projects. Other related training that contract employees and UTA employees will be current on includes the following:

- a. Hazard communication
- b. Blood-borne pathogen awareness hazardous energy control
- c. General safety awareness
- d. Work-required training for safety sensitive employees and contractors

Employees and contractors, who are under a legal contract with UTA, are obligated to comply with specific safety and environmental requirements and demonstrate quality of workmanship by observation and records reviews. Employees and or contract employees will meet the training, inspections, testing, and maintenance specifications as outlined in 49 CFR as it relates to commuter rail vehicle maintenance and personnel training. UTA supervisors, managers, and Safety Administrators are authorized to make regular observations of work being performed and will determine whether or not safety and environmental requirements are being complied with. The quality of materials and construction processes will also be reviewed by designated quality assurance personnel. Training courses given to employees and contractors will require that tests be completed prior to the completion of coursework. These will be the primary methods used to assure that compliance is obtained.

UTA identified tasks related to the inspection, testing, and maintenance required by Part 238.109 that must be performed on each type of equipment that FrontRunner operates.

Required Training	Train Operators	Controllers	Line & signal	Rail Maint.	Veh. Maint.	Facilities M.
RWP	Annual	Annual	Annual	Annual	Annual	Annual
Basic Track Principles	-	-	-	Optional	-	-
Advanced Track Principles	-	-	-	Optional	-	-
Signal Cert	-	-	Initial	-	-	-
Lineman's Course	-	-	Optional	-	-	-
Blood-borne path	-	-	-	-	Annual	-
Lock out/Tag out	-	-	Annual	-	Annual	Annual
Train license (N.S.T)	-	-	-	-	Initial	-
Blue flag protection	-	-	-	-	Annual	-
Forklift	-	-	Biennial	Biennial	Biennial	Biennial
Train operator cert	Initial	-	-	-	-	-
Train operator re-cert	Annual	-	-	-	-	-
Controller Cert	-	Initial	-	-	-	-
Controller Re-cert	-	Biennial	-	-	-	-
Hazard Comm	Initial	Initial	Initial	Initial	Initial	Initial
Equip Cert	-	-	Initial	Initial	Initial	Initial

4.2.4 EMPLOYEE AND CONTRACTOR SAFETY PROGRAMS

UTA has a multifaceted employee safety program. This program is developed by the operations performance office in conjunction with the various UTA departments affected by the program. The program is generally described in the UTA TASP, the Construction Safety Manual, the FrontRunner and TRAX rulebooks, and the Environmental Compliance Policy Manual. By this program, UTA, its management, staff, and employees are required to follow all applicable local, state, and federal regulations addressing safety. These regulations include the employee right to know provisions. The program also addresses standard industry practice for safety requirements. Within the operations performance office, the Safety Administrators are responsible to work with the line authority management to assure safety policy provisions are appropriate and being followed at Rail Services.

4.2.5 CONSTRUCTION SAFETY REQUIREMENTS

The construction safety program is developed and managed by UTA Safety Administrators. This program defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All contractors and UTA employees must comply with Occupation Safety and Health Administration (OSHA) rules and the requirements of the construction safety program, UTA Rail Services rule books, SOPs, and individual company contract agreements with UTA.

Contractors who have personnel working around rail systems may be regulated by 49 CFR Part 214, the Roadway Worker Protection Act. Responsive to that requirement, UTA has established a training and certification class for rail roadway workers. All construction and UTA employees who may work on or near the tracks are required to attend this training annually and obtain a certification card or sticker to keep on their person.

The UTA construction safety program will be reviewed and updated on a bi-annual (two-year) basis. The Safety Administrator will have primary responsibility for this update. The Safety Administrator will also be the responsible party for participating in the Federal Transit Administration (FTA Triennial Audits 49 CFR 673 as they are conducted each three-year cycle.

4.2.6 TRAINING AND CERTIFICATION TRAINING, COURSES, EDUCATION

Training Administrators maintain electronic training records for the following items: RWP, blood borne pathogens, hazardous communications, Train operator certification, Train operator re-certification, controller certification, controller re-certification, train equipment certification, train license (N.S.T.), lockout tag out, blue flag protection and forklift certification. All safety related courses that are conducted in a classroom environment or through computer-based delivery are also maintained electronically by the Training Administrators.

Records for the following training: lineman's course, signal certification and basic/advanced track principles are maintained in the employee training records, in paper form and are available for audit and review. These records are available directly from the rail department managers. The training supervisor and management review the training records to determine completion. Most training is done annually, with all operators, employees, and supervisors being trained in the same month.

4.2.6.1 Safety Administrators Certification

The Safety Department recognizes the FTA Transportation Safety Institute (TSI) to administer transit safety and security training certifications for all Safety Administrators at UTA. All Safety Administrators will complete the TSSP

within the first two years of their safety assignment. This certification involves the successful completion of the Transit Safety and Security Program Certificate as outlined by TSI training manual. Courses required are:

- a. Transit Rail/Bus System Safety
- b. Transit Rail/Bus Incident Investigation
- c. Effectively Managing Transit Emergencies
- d. Safety Management Systems
- e. SMS Awareness CBT
- f. SMS Assurance Webinar

Note: Safety refresher training is typically held during safety department meetings.

UTA Safety Administrators are TSSP Certified through the Transportation Safety Institute and are eligible to receive additional safety certification through the World Safety Organization. Safety related instruction is emphasized through UTA's corporate policies and procedures, maintained on UTA's intranet.

4.3 LOCAL, STATE, AND FEDERAL REQUIREMENTS

4.3.1 CORPORATE POLICIES

The board of trustees, in their Policy Operational Directive for Safety (2.1. Safety No. 1.2.1), creates the foundation that ensures the safety of employees, passengers, and the general public. The following corporate standards are incorporated into UTA's corporate policies that include local codes, state, federal, and OES&H standards and other safety initiatives. Safety requirements are applicable to UTA employees, contractors, passengers, and the general public.

- 4.3.1 Employee and Public Safety
- 4.3.5 Fire Protection and Evacuation Plans
- 4.3.6 Hazard Communication or Right to Know Policy (OSHA)
- 4.3.12 Personal Protective Equipment
- 4.3.15 Responding to Employee Complaints and Concerns
- 4.3.17 Safety Committee
- 4.3.20 Visitor Access
- 4.3.22 Safety Shoes (SOP) (Renumbered U 2.1.2.3)
- 4.3.23 Emergency Notification Policy
- 4.3.24 Safety Glasses Policy

4.3.1.1 Operations Safety Standards

- OSH 4.211 Machine Equipment Safety Guarding Plan
- OSH 4.146 Confined Space entry
- OSH 4.1030 Exposure Control (BBP)
- OSH 4.22 Fall Protection
- OSH 4.147 Hazard Energy Control
- OSH 4.95 Hearing Protection
- OSH 4.33 Hot Work
- OSH 4.176 Power Industrial Truck and Forklift Safety
- OSH 4.179 Overhead lifting
- OSH 4.1903 Regulatory Inspection Response
- OSH 4.134 Respiratory protection
- OSH 4.25 Roadway Response Safety
- OSH 4.5 Safety Inspections and Audits
- OSH 4.94 Spray Painting Operation
- OSH 4.21-30 Walk and Working Surfaces

4.3.1.2 IV 3.3 Health and Environmental

- 4.4.1 Environmental Protection (Renumbered 4.1.5)
- 4.4.1-1 Environmental Protection (SOP)
- 4.4.2 Battery Recycling (SOP)
- 4.4.3 Electronic Waste and Mercury-Containing Equipment (SOP)
- 4.4.4 Hazardous Waste Management (SOP)
- 4.4.5 Parts Washer Solution Management (SOP)
- 4.4.6 Industrial Waste Water (SOP)
- 4.4.7 Public Transit Shelter Cleaning (SOP)
- 4.4.8 Spill Response and Reporting (SOP)

- 4.4.9 Storm Water Pollution Prevention (SOP)
- 4.4.10 Universal Waste Management (SOP)
- 4.4.11 Used Oil Filter Management (SOP)
- 4.4.12 Used Oil Management (SOP)
- 4.4.13 Vehicle Engine Idling

4.3.2 OCCUPATIONAL, ENVIRONMENTAL, SAFETY AND HEALTH (OES&H)

An important aspect of safety compliance falls under Occupational, Environmental, Safety and Health (OES&H) rules, regulations, guidance, and initiatives. UTA's Safety Administrators work closely with managers, supervisors, and employees to ensure understanding of the various requirements of OES&H, as well as to other federal, state, and local rules, standards, and ordinances. All UTA employees receive awareness training on environmental management procedures, aspects and commitments in their New Employee Orientation presentation. New employees are also trained by their supervisors on department environmental procedures involving SDS and hazard communication, recycling, spill response, excess idling, energy management, water conservation and reducing the UTA carbon footprint (greenhouse gas reduction).

The UTA Environmental Corporate Policy specifically requires UTA to be in compliance with legal requirements of all local, state, and federal laws.

Contractors performing work at UTA facilities, who bring chemicals onto UTA property, are required to participate in a Contractor Environmental Briefing which is presented to the contractor by the Environmental Compliance Administrator. During this briefing, UTA will understand what chemicals may be brought onto UTA property and understand the potential for spills or releases and impact on UTA if the chemicals are not handled according to manufacturer's recommendations. Copies of chemical Safety Data Sheets are provided to UTA by the contractors. Contractors must present their work plan and employee personal protection procedures for handling chemicals associated with the contracted work at UTA. At the conclusion of the contractor briefing, the contractor is required to sign the briefing with the Environmental Compliance Administrator. Contractor personnel who demonstrate a lack of understanding of applicable rules and procedures may be removed from the work site and require additional safety training be conducted. Briefing packages are maintained in the Environmental Department files. Additionally completed package briefings are kept on record with the UTA contracts department.

4.3.2.1 Construction Safety

Construction safety is administered in accordance with contract specifications, and applicable Federal, State and local safety requirements. The UTA Safety Administrator-Construction has primary responsibility for safety oversight of construction projects. The program is based on, and complies with applicable federal, state, and local safety codes and regulations, including UOSH. Procedures have been established for the control of operating hazards, including but not limited to chemicals, noise, cut and abrasion injuries, strain, and sprain injuries. Contractors are required to comply with these requirements for the safety of their own employees as well as to safeguard UTA employees, contractors, passengers and the public.

Engineering and Project Management approves the contractor's safety program plan and supporting documentation, with the concurrence of the Safety Department. Particular emphasis is placed on work that may affect UTA operations, passengers, facilities, and personnel. All contractors working in the UTA rail rights of way, or interfacing with UTA Rail Operations are required to attend Roadway Worker Protection (RWP) safety training. This training covers track access, right of way flagging, and operating procedures. Audits of the contractors are conducted to assure compliance with Federal and State Law, and the UTA requirements.

4.3.2.2 Employee and Contractor Awareness of FRA Requirements

UTA employees and contractors are required to be aware of and comply with specific FRA regulations. Roadway Worker Protection (RWP) (49 CFR 214) is a safety requirement that employees and contractors must follow. Employees and contractors who may foul the tracks or have potential to foul the tracks while performing their work are required to receive specific Roadway Worker Protection training before they perform roadway work. The rail control centers have established a Work Permit which must be completed and submitted for approval prior to working on the tracks. Contractors and employees must receive RWP training and verify competency through testing. Track Access Coordinator reviews and verifies training requirements prior to approving work permits. Safety personnel and Rail Supervisor personnel may remove an employee or contractor from a worksite if he/she demonstrates a lack of knowledge and understanding of applicable RWP rules and procedures.

Contracts require compliance with specific UOSH regulations and employee safety programs as applicable to the work being performed. Safety personnel and rail supervisory personally conduct inspections of contractor worksites to assess contractor employee knowledge of and compliance with regulatory and contract requirements. Deficiencies are brought to the attention of contractor project managers for corrective action.

Specific UTA employees must comply with Hours of Service requirements set forth by the FRA while in the performance of specific job duties. Currently Train Operators, Operations Supervisor/Controllers and Line and Signal Technicians must comply with Hours of Service requirements.

4.3.2.3 Personal Protective Equipment

Appropriate personal protective equipment (PPE) such as safety glasses, safety boots, gloves, face shields and work uniforms, etc. is provided and is required to be used in performing various work by UTA personnel. This equipment is evaluated and approved by the safety department prior to procurement. Employees who are required to wear approved safety work boots use a tool or uniform allowance or may use a UTA P-card to make the purchase. UTA provides personal protective equipment and supervisors approve purchases as needed by the employees.

4.3.2.4 Safety and Industrial Hygiene Studies and Reviews

The safety department is responsible for monitoring facility compliance with applicable UOSH standards (29 CFR 1910, General Industry and 29 CFR 1926 Construction Standards). Safety personnel work with managers and supervisors to develop programs to ensure a safe and healthful work environment. Safety department performs periodic safety audits / inspections of facilities and work equipment. The safety department develops processes for safety procedures such as confined space, blood borne pathogens, hazard communication, respiratory protection, and personal protective equipment.

Industrial hygiene studies are conducted periodically to evaluate the degree of employee exposure to chemical and or physical agents encountered in the work environment. The evaluation results are utilized to determine the necessary corrective action, including implementation of engineering and administrative controls required and the use of PPE. Examples of industrial hygiene testing performed include:

- a. Noise level monitoring
- b. Organic vapors or solvents
- c. Measuring the particulate level of air quality
- d. Concentrations of silica

4.3.2.5 Safety Training Effectiveness and Knowledge of Employees

UTA provides safety training for employees in accordance with UOSH requirements. Employees are tested on their knowledge of the course materials upon completion of the course. Supervisors are required to assess employee knowledge as necessary. Safety department personnel perform observations of employee and supervisor knowledge of

safety regulatory requirements as part of facility and work site inspections and audits and may recommend refresher training as required.

4.3.3 FEDERAL RAILROAD ADMINISTRATION AND TRAX LIGHT RAIL

UTA's light rail service (TRAX) is one of the few transit agencies in America that is also regulated by the FRA, in addition to FTA, and UDOT SSO agencies. Portions of UTA's light railroad tracks share limited freight operations with railroad operators through temporal separation, and as such come under FRA jurisdiction. UTA ensures compliance with FRA regulations, as specified by 49 CFR Parts 213 to 240. UTA has received FRA waivers for a number of the CFR parts, as defined by a number of waiver agreements.

Joint FRA/FTA policy statements explain how these agencies coordinate their safety authority.

UTA rail Safety Administrators work closely with the FRA to ensure compliance, and to develop safety initiatives and programs to satisfy regulatory requirements.

4.3.4 FEDERAL RAILROAD ADMINISTRATION AND FRONTRUNNER COMMUTER RAIL

It is the intent of this Transit Agency Safety Plan to meet all of the applicable FRA requirements for commuter rail (FrontRunner) as well as the Light Rail system. This plan will not identify all of the specific requirements of 49 CFR; however, it will identify the parts that will be regulated by the FRA. Specific standard operating procedures (SOP) will be developed in each of the operating areas of maintenance and operations, with the exception of waivers that have been approved by the FRA for the operation of the Light Rail system. These procedures will identify the inspection, testing, and maintenance of numerous tasks. The following is a list of Code of Federal Railroad Administration Regulations (49 CFR) relating to commuter rail operating equipment on standard gage rail that operates on or is connected to the general railroad system. This list is taken from the Manual for the Development of System Safety Program Plans for Commuter Railroads published May 15, 2006 by APTA.

Part	49 CFR Title	Purpose or Brief Summary of the Standard
213	Track Safety Guidelines	Prescribes minimum safety requirements for railroad track maintenance.
214	Railroad Workplace Safety	Prevent accidents and injury while working on or near the track. Roadway Worker Protection Parts A, B, C, D.
217	Railroad Operating Rules	Rules and practices with respect to the operation of trains and equipment on the general railroad.
218	Railroad Operating Practices	Contains the minimum requirements for operating rules and practices, timetables, and special instructions.
219	Control of Alcohol and Drug Use	Prevent accidents in railroad operations that result from impairment of employees by alcohol or drugs.
40	Transportation Workplace Drug Testing	DOT procedures for drug and alcohol testing in the workplace.
220	Radio Guidelines and Procedures	Minimum requirements governing the use of wireless communication with railroad operations.

221	Rear-End Marking Devices	Minimum requirements governing highly visible marking devices for the trailing end of the rear car for all passenger, commuter, and freight trains.
222	Use of Locomotive Horns at Public Grade Crossings	To provide safety at public highway-rail grade crossings by requiring locomotive horn use at public highway rail-grade.
223	Safety Glazing Standards - Locomotives	Provides minimum standards for glazing materials in order to protect railroad employees and passengers from objects striking windows of locomotive, caboose, and passenger cars.
225	Railroad Accident and incidents Reports, Classifications, and Investigations	Provide FRA accurate information concerning hazards and risks that exist on the nation's railroads.
228	Hours of Service of Railroad Employees	Prescribes reporting and record keeping requirements with respect to the hours of service of certain railroad employees. (See SOP 101.09)
229	Railroad Locomotive Safety Guidelines	This part prescribes minimum federal safety standards for all locomotives except those propelled by steam power.
231	Railroad Safety Appliance Guidelines	Appliances such as hand braking applications, coupling, running boards, ladders, steps, clearances, roof handholds, side handholds, etc.
232	Brake System Safety Standards for Freight and Other Non-Passenger Trains and Equipment; End of Train Devices	Sub-part "E" is for passenger trains; prescribes federal safety standards for freight and other non-passenger train brake systems and equipment. Sub-part "E" of this part prescribes federal safety standards not only for freight and other non-passenger trains, but also for passenger train brake systems.
233	Signal System Reporting Requirements	This part prescribes reporting requirements with respect to methods of train operation, block signal systems, automatic train stop, train control, and cab signal systems, or other similar appliances, methods, and systems.
234	Grade Crossing Signal System Safety	This part imposes minimum maintenance, inspection, and testing standards for highway-rail grade-crossing warning systems. This part also prescribes standards for the reporting of failures of such systems and prescribes minimum actions railroads must take when such warning systems malfunction.
236	Rules the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems,	This part establishes the minimum requirements for rules, standards, and instructions for testing, inspection, and maintenance of train signal devices and appliances.
238	Passenger Equipment Safety Standards	The purpose of this part is to establish minimum safety planning requirements that will lead to the prevention of collisions, derailments, and other occurrences involving railroad passenger equipment that causes injury or death to railroad employees, railroad passengers, or the general public; and occurrences to the extent they cannot be prevented.

239	Passenger Train Emergency Preparedness	Applies to passenger railroads and prescribes minimum federal safety standards for the preparation, adoption, and implementation of emergency preparedness plans by railroads connected with the operation of passenger trains, and requires each affected railroad to instruct its employees on the provisions of its plan.
240	Qualifications and Certification of Locomotive Engineers	Applies to all railroads, and establishes the minimum federal safety standards for training, testing, certification, and monitoring of all locomotive engineers to whom it applies regardless of the fact that a person may have a job classification title other than that of locomotive engineer.

V APPENDICES

Appendix A: INTERNAL REVIEW SCHEDULE (2020-2023)

UTA TRAX Internal Review Schedule SAFETY, 2021 to 2023						As of: 30 November 2020		
#	TASP (SSPP) Internal Review Item/Chapter Departments Audited	Audit Frequency	UDOT Scheduled date	UDOT Notice Y/N	Date Last Completed	UTA Next Audit Date Completed / Due Date		
						2021	2022	2023
1	Policy Statement, and Authority for Transit Agency Safety Plan (TASP) {Rail System Safety}	*Triennial			11/20			2023
2	TASP Goals and Objectives {Rail System Safety}	*Triennial			11/19		2022	
3	Overview of Management Structure {Rail System Safety}	*Triennial			11/20			2023
4	TASP Control and Update Procedure {Rail System Safety}	*Triennial			11/19		2022	
5	TASP Implementation Activities and Responsibilities {Rail System Safety}	*Triennial			11/20			2023
6	Hazard Management Process {Rail System Safety, Capital Development, Rail Safety Comm (RSC), Rail Activation Comm (RAC), Safety & Security Review Comm (SSRC)}	Triennial			11/19		2022	
7	System Modification {Capital Development , RAC, SSRC, Fire Life Safety & Security Committee (FLSSC)}	Triennial			10/18	2021		
8	Safety Certification {Capital Development , RAC, SSRC, FLSSC}	*Triennial			11/19		2022	
9	Safety Data Collection and Analysis {Rail System Safety, Rail Operations, Claims}	Triennial			11/20			2023
10	Accident/Incident Notifications Investigations – also Includes FR and TRAX FRA reporting AirNet. {Rail System Safety, Rail Opns, MOW, Vehicle Maint}	Annual			11/20	2021	2022	2023
11	Emergency Management Program {	Triennial			11/19		2022	
12	Internal Safety Audits/Reviews {Rail System Safety, Public Safety}	Triennial			11/20			2023
13	Rule Compliance {Rail Operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	*Triennial			11/19		2022	
14	Facilities, and Equipment Inspections {MOW facilities, Passenger Services Facilities, SRC, Vehicle Maintenance}	*Triennial			10/18	2021		
15	Maintenance Audits, and Inspections {Vehicle Maint, Rail Systems, Rail Infrastructure}	Triennial			11/19		2022	
16	Training and Certification Program for Employees and Contractors {Rail Operation Training, Vehicle Maintenance Training, MOW Training }	Triennial			10/18	2021		
17	Configuration Management and Control {Capital Development , RAC, SSRC, FLSSC}	Triennial			10/18	2021		
18	Local, State, and Federal Requirements {Rail operations, MOW, Vehicle Maintenance, Passenger Services Facilities}	Triennial			11/20			2023

19	Hazardous Materials Program {MOW, Vehicle Maintenance, Environment}	Triennial			11/20			2023
20	Drug and Alcohol Program {HR, Rail Operations}	Triennial			10/18	2021		
21	Procurement {Purchasing, Vehicle Maint, MOW, Capital Dev}	Triennial			10/18	2021		
22	System Security {Public Safety}	Triennial			See Security Below			
*was annual								

UTA Internal Review Schedule - SECURITY 2021 to 2023

Item #	System Security Plan (SSP) Internal Review Item	Date/ Frequency	UDOT Scheduled date	Notice to UDOT ?	Date Last Completed	UTA Next Audit Date Completed / Due Date	
1	Policy Statements	Triennial				2022	
2	System Description	Triennial				2022	
3	Management of the System Security Program	Triennial				2022	
4	System Security Program Components	Triennial				2022	
5	Threat and Vulnerability Identification, Assessment and Resolution	Triennial			11/20		2023
6	Implementation and Evaluation of the System Security Plan (SSP)	Triennial			11/20		2023
7	Modification of the SSP	Triennial			11/20		2023

UTA External Review Schedule - SAFETY 2015 to 2018

External Reviewing Agency	Date / Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Expected Schedule Date
FTA	Triennial		NA		
UDOT SSO	Triennial		NA		
Safety Management System (SMS) OSHAS 18001	Recert: Triennial Update: Annual		NA		

UTA External Review Schedule – SECURITY 2015 to 2018

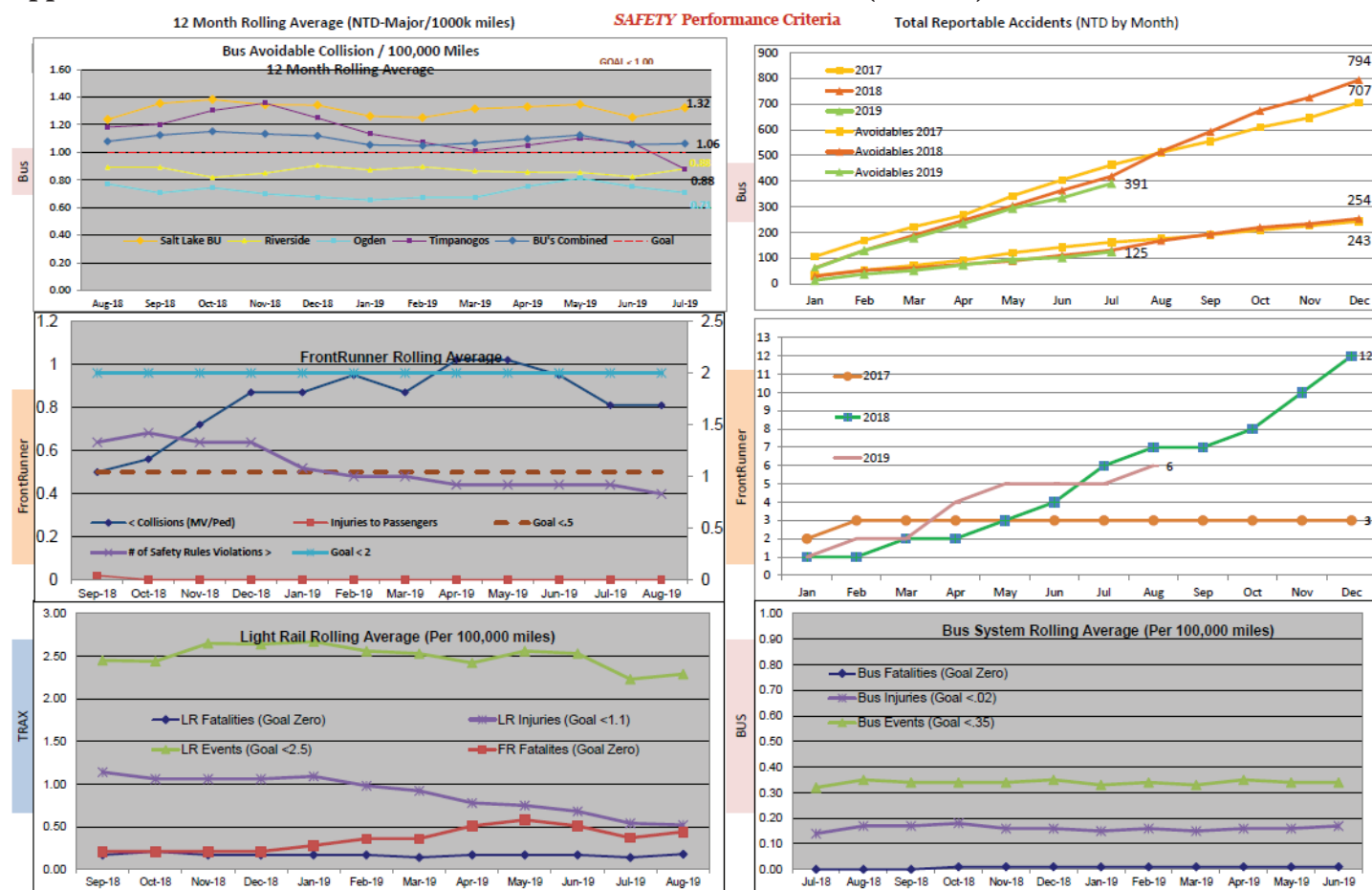
External Reviewing Agency	Date/Frequency	Scheduled date	Notice Given UDOT SSO	Date Last Completed	Date next Scheduled
TSA BASE Audit	Triennial		NA		

Appendix B: SAMPLE DOCUMENTS

Appendix B-1 SAFETY DASHBOARD (SAMPLE)



Appendix B-2 COLLISIONS/INJURIES ROLLING AVERAGE INDEX (SAMPLE)



Appendix B-3 INTERNAL AUDIT INSPECTION CHECKLISTS AND SCHEDULE (SAMPLE)

SSPP Element # 2: Goal and Objectives

SSPP Element # 2: Goal and Objectives Table

A clear definition of the goals and objectives for UTAs safety program and stated management responsibilities to ensure that they are achieved.

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
Document Review	Review the TASP to: • Ensure that it clearly defines the goals for UTAs safety program. • Ensure that it clearly identifies the objectives necessary for achieving the stated goals. • Ensure that it identifies management responsibilities necessary to achieve all goals and objectives. • Ensure that it includes a process for determining whether UTA met its safety goals and objectives.		
Rules Review	UTA goals should be reflected in the rule book. Usually there is a cover page with high level safety goals.		
Records Review	• Review documentation used to measure and track UTAs activity to meet the goals and objectives specified in the TASP : ○ For example, if UTA set a goal of reducing grade crossing collisions by 10%, has this been accomplished? Is it tracked and reported on? • Review documentation used to report to UTAs GM/ED/CEO or other UTA Senior Managers regarding the safety performance of the agency (i.e., monthly or annual safety reports, quarterly viewgraph presentations, etc.). • Make a determination regarding the adequacy of the safety information provided to UTA's Executive Leadership. ○ Is UTAs Executive Leadership receiving sufficient information to ensure that UTA is		

UTA Safety Revised 4/7/2020

3 | UTA Internal- Goals and Objectives -Audit Procedure

SSPP Element # 2: Goal and Objectives Table

A clear definition of the goals and objectives for UTAs safety program and stated management responsibilities to ensure that they are achieved.

VERIFICATION METHOD	RECOMMENDED ACTIVITIES	COMPLIANT YES/NO	COMMENTS
	meeting its safety goals and objectives? Are rules violations and other key safety measurements being tracked and reported to UTAs Executive Leadership?		
Interviews with UTAs Senior Management	Addressed in the meeting conducted for SSPP Element #1.		
Interviews with UTA Safety Personnel	Meet with UTA Chief of Safety and Safety Department representatives to: - Review the goals and objectives and determine if those goals have been achieved. - Obtain examples of how goals are evaluated (metrics/measures). - Determine whether the stated goals and objectives should be revised. - Determine whether management responsibilities are adequately identified for the goals and objectives.		
Interviews with Other UTA Personnel	Covered in the interviews conducted for SSPP Element #1.		
Field Observations			
Inspections and Measurements			

UTA Safety Revised 4/7/2020

Appendix B-4 FACILITY PM INSPECTION CHECKLIST (SAMPLE)

Unit	Description	Service Type	Scheduled Date	Inspection Date	Status	Work Order
100000	Meadowbrook Facility Yard	MONTHLY	02/01/2012	02/29/2012	On Time	798434
111010	RUPS EMERGENCY GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798489
130007	Parallellogram Platform Hoist	MONTHLY	02/01/2012	02/28/2012	On Time	798507
130310	EMERG.GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798508
130340	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798509
130350	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798510
130360	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798511
130440	SUMP PUMP	MONTHLY	02/01/2012	02/29/2012	On Time	798512
130450	SUMP PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798513
130460	ENGINE COOLANT PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798514
130470	AUTO TRANS FLUID PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798515
130490	DIFF.OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798516
130500	ENGINE OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798517
131970	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798520
132660	Rotary Screw Air Compressor	MONTHLY	02/01/2012	02/28/2012	On Time	798521
132760	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798523
132770	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798524
132780	Bus Hoist (above ground hoist)	MONTHLY	02/01/2012	02/28/2012	On Time	798525
140050	DIESEL PUMP 1A	MONTHLY	02/01/2012	02/14/2012	On Time	798527
140070	DIESEL PUMP 1B	MONTHLY	02/01/2012	02/14/2012	On Time	798529
140090	DIESEL PUMP 1C	MONTHLY	02/01/2012	02/14/2012	On Time	798531
140120	Diesel Dispenser	MONTHLY	02/01/2012	02/28/2012	On Time	798533
140140	UNLEADED PUMP2B	MONTHLY	02/01/2012	02/28/2012	On Time	798535
140810	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798541
140820	Soap Pump and Mixer	MONTHLY	02/01/2012	02/28/2012	On Time	798542
150001	Platform Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798544
150130	SUMP PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798545
150190	BRUSH ARM ASSEM	MONTHLY	02/01/2012	02/28/2012	On Time	798546
150200	MOP GEAR MOTOR	MONTHLY	02/01/2012	02/28/2012	On Time	798547
150210	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798548
150220	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798549
150300	WATER RECLAIM PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798551
150400	PARALLELOGRAM LIFT	MONTHLY	02/01/2012	02/29/2012	On Time	798552
150630	Hot Water Pressure Washer	MONTHLY	02/01/2012	02/28/2012	On Time	798553
150850	Parallel Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798554
160120	Canopy A Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798556
160130	Canopy A South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798557
160140	Canopy B Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798558
160150	Canopy B South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798559
160160	Canopy C Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798560
160170	Canopy C South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798561
160180	Canopy D Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798562
160190	Canopy D South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798563
160200	Canopy E Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798564
160210	Canopy E South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798565
170001	Emergency Generator	MONTHLY	02/01/2012	02/07/2012	On Time	798567
180730	AMER. CLEANER STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798582
180740	L & A STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798583
180870	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798585
180880	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798586
182250	AIR DRYER	MONTHLY	02/01/2012	02/14/2012	On Time	798600
183250	Oil Water Separator	MONTHLY	02/01/2012	02/28/2012	On Time	798604
183280	Hunter Scissor Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798605
183970	Parts Washer	MONTHLY	02/01/2012	02/10/2012	On Time	798609

Inspection Summary:

Total Inspections:	54	
Total Overdue Inspections:	0	0.00%
Total Inspections Completed Late:	0	0.00%
Total Inspections Completed Early:	0	0.00%
Total Inspections Completed on Time:	54	100.00%
Total Inspections Due this Current Month that have not been Completed Yet:	0	0.00%

Early: Any inspections done in the months previous to when they were scheduled to be done.

Late: Any inspections done in the months after they were scheduled to be done.

On time: Any inspections done within the same month they were scheduled.

Appendix B-5 MONTHLY SAFETY ENVIRONMENTAL CHECK LIST (SAMPLE)

Monthly Facility and Shop Inspection Checklist														Revision Date 10/21/2013									
- Correct Unsafe Conditions Immediately -														Revision number 1									
Date:				= Not applicable				= Not required (note comment if issue is found)															
Safety Administrator:		Name:		Satisfactory or																			
Signature:				Unsatisfactory																			
Maintenance Safety Rep:		Name:																					
Signature:				Bay	Bay	Bay	Bay	Bay	Bay	Bay	Bay	Bay	Bay	Bay	M.	Paint							
				1	2	3	4	5	6	7	8	9	Shop	Parts	B								
1. Are Floors Clean/Clear of Debris?				S	S	S																	
2. Are Blue Flag Chains serviceable at both ends of the bay?				S	S	S																	
3. Are fire extinguishers ready available? Check two for current insp.				S	S	S																	
4. Does overhead lighting properly work?				1	S	S																	
5. Are hoses and equipment properly stored?				S	2	S																	
6. Are containers properly stored and labeled?				S	S	3																	
7. Are Safety glass area lines visible and in good condition?				S	S	S																	
8. Are compressed gas cylinders properly stored? (Chained)						S																	
9. Are Safety Chains in place?					S	S																	
10. Are pits clear of rags, trash and other debris					S	S																	
11. Are Bio-Hazard kits available and properly stocked?				S																			
12. Are Face Shields available for blow down pit?					S																		
13. Are Safety Chains in place around Wheel truing pit?						S																	
14. Are pit fans in working order (Check 3 random fans)																							
15. Is the oil storage area free of slip hazards?																							
16. Do eye wash stations / showers have current inspection?						S																	
17. Is the spill kit available and properly stocked?																							
18. Are Safety Glasses, gloves and respirators available																							
19. Are Cranes inspected prior to use? Are inspections current?						S																	
20. Are safety guards in place?																							
Findings/comments:																							
1. Several Lights are out. Work order needs to be placed																							
2. Hoses were strung out across bay 2 no employees in area																							
3. Containers in cleaning area were unlabeled.																							
Note: Customize location and area to be inspected to make it specific to your facility																							

Appendix C: BLANK FORMS

Appendix C-1 NON-CONFORMANCE CORRECTIVE ACTION PLAN (NCAP) FORM

Accountable Manager/Owner: <i>Click here to enter text.</i>		Corrective Action Plan #: <i>Click here to enter text.</i>
Category: <i>Choose an item.</i>	Issue Identified by: <i>Choose an item.</i>	IHR: <i>Enter Initial Hazard Rating.</i>
Location: <i>Click here to enter text.</i>	Department: <i>Enter responsible Dep.</i>	FHR: <i>Enter Final Hazard Rating.</i>
Assigned to: <i>Click here to enter text.</i>		Date Assigned: <i>Click here to enter a date.</i>

Description of Non-Conformance/Safety Hazard: <i>Click here to enter text. Provide a detailed description of the Non-Conformity or safety hazard.</i>

Root Cause Analysis: <i>Click here to enter text. Provide information regarding cause or contributing factors (If applicable).</i>

Corrective Action Plan: <i>Click here to enter text. Provide a detailed plan and/or list of corrective actions.</i>
Proposed Implementation Date: <i>Click here to enter a date.</i>
Corrective Action Plan Initial Approval by UDOT SSO: <i>Click here to enter a date.</i>

Resolution Of Corrective Action Plan: <i>Click here to enter text. Provide a detailed description of actions implemented.</i>

Accountable Manager/Owner:	Sign and date below when CAP been completed and documented.	
Name: <i>Click here to enter text.</i>	Date: <i>Click here to enter a date.</i>	Signature:

SSO Manager: <i>(If Applicable)</i>	CAP Verification and Final Approval (Actual Implementation Date)	
Name: James W. Golden	Date:	Signature:

Appendix C-2 SAFETY SUGGESTION/HAZARD REPORT FORM

Use this form for safety questions, suggestions and reporting hazards. Your Supervisor will respond to your suggestions or forward it to your UTA Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations

Name: _____ Date: _____
(Not required unless you want feedback)

Bus/Rail route or Facility: _____ Direction:_____ Time: _____

Safety Question, Suggestion, or Hazard: *(Be as specific as possible)*

Proposed Solution: *(Be as specific as possible)*

Response:

Would you like a response? Yes: [] No: []

Supervisors Initials: _____	Date Received: _____	Response Date:_____
Suggestion forwarded to: _____	Forward Date: _____	
Person or Committee responding: _____	Response Date:_____	
Reviewed by RGM: _____	Date Reviewed:_____	
	Date Closed:_____	

Appendix C-3 SAFETY AND SECURITY CERTIFIABLE ITEMS CHECKLIST

 Certifiable Element: Revenue Readiness Sub-element: Fire, Safety and Security Documents and Training	Safety and Security Certification Certifiable Items Checklist	Verification: _____ Date: _____

Location	Means of Verification	Status
Discipline: Revenue Readiness Contract No: Site/Area: Sugar House Street Car	<u>Construction</u> CM= Measurement CT= Test CV= Visual Inspection <u>Design</u> PS= Plans and Specifications S= Submittal CN/CO= Change Notice/Order <u>Commissioning</u> T= Test V= Visual Inspection R=Review	C= Closed O= Open O/W= Open with identified workaround

Item No.	Certifiable Item Description	Certifiable Item Verification				Certifiable Item Status	
		Reference Documentation (As applicable)	Verified By	Date	Means of Verification	Status	Description of Workaround
1	Fire protection & Alarm systems, (Facilities)	Local FD jurisdiction site review			T, V, R		
2	UTA Emergency Notification & Regulator Notification	SSPP section 10, UTA SOP 4.2.23			V, R		
3	Functional Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
4	Table Top Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
5	Emergency Preparedness Plan (EPP) Review	EPP, 49 CFR 659					
6	System Safety Program Plan (SSPP) Review	49 CFR 659, SSO Procedures/Std.			R		
7	System Security Plan (SSP) Review	SSP, 49 CFR 659 Security Haz Log			R		
8	Vehicle familiarization orientation (FD, PD, SWAT)	Familiarization Training			V, R		
9	Emergency Response Evacuation (Facilities)	EPP, 49 CFR 659,			R		
10	Threat and Vulnerability Analysis (TVA)	SSP, 49 CFR 659					
11	Preliminary Hazard Analysis (PHA)	SSPP section 6, 8, SSCP, RAP			R		
12	Operations Hazard Analysis (OHA)	SSPP section 6, 8, SSCP, RAP			R		
13	Hold Points 1,2 ,3 process review and verification	SSPP Section 8, RAP, SSCP			R		
14							

Safety and Security Certification
 Certifiable Items List
 RAC Approved 3/29/2013 Rev. 2.0

Note: Only list items which are safety and/or security critical

Page 1 of 1

Appendix C-4 UTA SAFETY CERTIFICATION HOLD POINT APPROVAL FORMS

See following pages for hold point forms 1, 2, and 3.

System Integration Readiness Review Report

Hold Point #1

Project: _____

This Hold Point Review is established to verify readiness to enter the System Integration Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- ☐ 1. Appropriate Civil, GC, Systems CILs complete (see items identified on attached index).
- ☐ 2. Appropriate Contractor Stand Alone Testing complete (see items identified on attached index).
- ☐ 3. UDOT Surveillance Reports completed and deficiencies corrected.
- ☐ 4. Public Awareness Safety Outreach Plan measures started and ongoing.
- ☐ 5. Preliminary Hazard Analysis completed/ Hazards mitigated.
- ☐ 6. TVA completed.
- ☐ 7. Rail Corridor ready for System Integration.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Mgr. – Carolyn Anderson Date

Systems Discipline Mgr. – Jared Scarbrough Date

Safety Discipline Mgr. – Travis Shingleton Date

Civil Discipline Mgr. – Grey Turner Date

Dir. of Safety and Security – Sheldon Shaw Date

System Integration Readiness Review Report

Hold Point #2

Project: _____

This Hold Point Review is established to verify readiness to enter the Pre-Revenue Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- ☐ 1. Grade Crossing CILs Complete.
- ☐ 2. Systems CILs Complete.
- ☐ 3. System Integration Testing and Documentation Complete.
- ☐ 4. Operational Hazard Analysis Complete.
- ☐ 5. Transfer of permitting process (Track Access) from Contractor to UTA Operations Complete.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

- 5. _____
- 6. _____
- 7. _____
- 8. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Mgr. – Carolyn Anderson Date

Systems Discipline Mgr. – Jared Scarbrough Date

Safety Discipline Mgr. – Travis Shingleton Date

Civil Discipline Mgr. – Grey Turner Date

Dir. of Safety and Security – Sheldon Shaw Date

System Integration Readiness Review Report

Hold Point #3

Project: _____

This Hold Point Review is established to verify readiness to enter the Revenue Operations Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- ☐ 1. Previous Hold Point Review Documents are signed and complete.
- ☐ 2. CILs are complete, with any workarounds noted, approved, and implemented.
- ☐ 3. Pre-Revenue operator training/testing/drills, Pre-Revenue Operations are complete.
- ☐ 4. Grand Opening Plan and Public Outreach Plan developed.
- ☐ 5. Agency Reviews completed and notifications given.
- ☐ 6. Safety & Security Certification Verification Report (SSCVR) is finished and ready to submit.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved workaround:

(Describe below, include responsible party).

- 9. _____
- 10. _____
- 11. _____
- 12. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Mgr. – Carolyn Anderson Date

Systems Discipline Mgr. – Jared Scarbrough Date

Safety Discipline Mgr. – Travis Shingleton Date

Civil Discipline Mgr. – Grey Turner Date

Dir. of Safety and Security – Sheldon Shaw Date

Executive Director Date

Appendix C-5 MANAGEMENT OF CHANGE (MOC) APPROVAL AND VERIFICATION DOCUMENT

Title:	MOC #:	Date Initiated:
Team Lead/Members:		
Description:		
Evaluation/Solutions:		
Recommendation:		
Cost/Funding Source/Schedule/POC :		
Proposed changes to existing Design Criteria/Specs/Procedures:		
Enclosures/Drawings/Photos/Attachments:		

CONCURRENCE

The following UTA staff have reviewed the evaluation and concur with the recommended modifications.

Name	Position	Signature	Date
Comments / Provisions:			

APPROVAL

Indicates approval "to go do". Requires signatures from any two SSRC members.

Name	Position	Signature	Date
SSRC Date:			
Comments / Provisions:			

COMPLETION VERIFICATION

Enclosures:	☐ Photos	☐ Drawings	☐ Specifications	☐ Other:
As Built Plans	Dated:	Copy to:	Name:	Signature:

Design Criteria updated?*	☐ Yes ☐ No	If yes, Date:

**If yes, copy must be provided.*

ACCEPTANCE

Work is completed and accepted. Requires signatures from any two SSRC members.

Name	Position	Signature	Date
SSRC Date:			

Appendix C-6 SAFETY DEPARTMENT INVESTIGATION FORM

 SAFETY INVESTIGATION FORM		Report #: Enter # here.
		NTD Reportable: Yes/No/NA
BASIC INFORMATION		
Date of Incident: Click here to enter a date.	Time: Click here to enter time. Select AM or PM	Location: Click here to enter text.
Report type: Choose an item.	Type of Investigation: Choose an item.	GPS Coordinates:
Mode: Choose an item.	Train/Bus #:	DOT Crossing #: Click here to enter text.
Op./Emp. #:	Vehicle ID's:	# of Cars in Consist:
Weather Conditions: Clear/Cloudy, (Rain/Snow), (Wind), (Enter Temperature)		
NOTIFICATIONS		
UDOT SSO Notified:	OSHA Notified: Yes/No/NA	FRA Territory: Yes/No/NA
National Response Center (NTSB/FRA Notified): Yes/No/NA		Case #: Enter NRC Case # here.
Transportation Operations Center (FTA Notified): Yes/No/NA ; Choose an item.		
EVENT SUMMARY		
Description of Event: Provide a detailed description of the incident, including a clear sequence of events.		
INVESTIGATION		
# of Fatalities:	# of Serious Injuries:	# of Other Injuries:
# Pass on Transit:		
# Pass in POV:		
Were vehicles towed from the scene due to disabling damages: Yes/No/NA		
Damages to POV Veh (\$): Click here to enter text.	Damages to Transit Veh (\$): Click here to enter text.	Total Damages (\$): Click here to enter text.
Accident Evaluation Group Held? Yes/No/NA		AEG Members: Click here to enter text.
Give a brief review of outcomes resulting from AEG: Enter text here.		
Corrective Action Plan: Enter the Corrective Action Plan (CAP) number.		
FACTORS		
1. Communication:	7. Ped Treatments:	13. Weather Conditions:
2. Crossing Operation:	8. Rules/Policies:	14. Work Environment:
3. Drug/Alcohol Use:	9. Sight Lines:	15. Distracted Behavior:
4. Fatigue Management:	10. Train Functionality:	16. Failure to Yield:
5. Lighting:	11. Vehicle Speeds:	17. Medical Condition:
6. Location History:	12. Warning Signage:	18. Other:
Give brief explanation of any contributing factors: Enter text here.		
DOCUMENTATION		
UTA Police Report:	Radio Recordings:	Vehicle Recorder Download:
External Police Report:	Video Recordings:	Grade Crossing Download:
Medical Examiners report:	Scene Photos:	Damage Estimates:
Employee Green Sheet:	Controller Log:	Maintenance Records:
Supervisors Report:	Drug/Alcohol Testing:	Operator Certification:
Witness Statements:	Bulletins/Orders:	HOS of Service:
Measurements:	Employee History:	Employee Injury Report:
Documentation Notes or Explanations: Enter text here.		

Appendix C-7 TRAX SUPERVISOR'S ACCIDENT/INCIDENT REPORT FORM

Supervisor's Accident/Incident Report Form			
Date of Accident:	Time:	Photos?:	Damage Estimate:
Supervisor name:		Asst. Supervisor name:	
Location of Accident:			City:
DOT Crossing #:			
UTA Information			
Operators Name:		Employee #:	SS#: SSN on File
Operators Supervisor:		Department:	
Vehicle ID's:		Train #:	Block #

Police Investigation -		
Police Department:	Officer name:	
Case #:	Citation issued:	If yes, to whom:
What was citation for?		

Number of Other Vehicles Involved:					
Vehicle #2					
Driver Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
DL:	DL State:	Sex:	Date of Birth:		
Year:	Make:	Model:	Color:	Plate#:	State:
Owner Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
Insurance Co.:		Policy #:			
Agent:		Phone:			
Vehicle #3					
Driver Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
DL:	DL State:	Sex:	Date of Birth:		
Year:	Make:	Model:	Color:	Plate#:	State:
Owner Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
Insurance Co.:		Policy #:			
Agent:		Phone:			
Vehicle #4					
Driver Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
DL:	DL State:	Sex:	Date of Birth:		
Year:	Make:	Model:	Color:	Plate#:	State:
Owner Name:		H Phone:		W Phone:	
Address:		City:		State:	Zip:
Insurance Co.:		Policy #:			
Agent:		Phone:			

Damaged Property Reports:			
Property #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			
Property #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Property #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Number of Injured Parties:			
Injured #1			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #2			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #3			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			

Number of Witnesses:			
Witness #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			

First Report of Injury-			
Supervisor:	Date:	Time:	
Drug Testing -			
Supervisor:			
Drug test ordered:	Type of test:	Date ordered:	Time ordered
Alcohol test done within 2 hours after accident?		If no, why not:	

Description of Accident/Incident (all items must be completed)			
Estimated Train speed:	Posted Speed:	Timetable Direction:	
Weather Conditions:	Road Surface Conditions:	Track Conditions:	
Light Conditions:			
Train was:	Vehicle #2 was:	Vehicle #3 was:	
Traffic Controls:	Last RailService signal : - if stop indication, was bypass : authorized:		

Narratives	
Supervisors' Findings:	
Probable Cause:	

Accident/Incident Report Form (Complete ALL fields)												
Claim #:		OFFICE USE ONLY				IF AL		LIAB FP		SUBRO CL		
Cause Code:												
TRANSIT VEHICLE INFORMATION (Vehicle #1)												
Camera Activation: Did you manually activate the security camera? ☐ YES ☐ NO ☐ N/A explain:												
Employee name:						Cell #:			Badge #:			
Employee's Supervisor:				Scene Supervisor:				Division:				
Accident Date:		Time:		TCC Notified: ☐ YES ☐ NO		Location:			City:			
UTA Vehicle/Train #:			Block #:			Route/Run #:			# of Passengers:		# of Courtesy Cards:	
Describe Damage to UTA Property:												
POLICE INVESTIGATION												
Police Investigation: Yes No				If no police investigation please explain why:								
Police Department:						Case #:			Citation: Yes No			
Officer's name:						To whom was citation issued:						
OTHER VEHICLE INFORMATION												
Vehicle #2						Vehicle #3						
Driver Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ DL #: _____ State: _____ Insurer: _____ Policy #: _____						Driver Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ DL #: _____ State: _____ Insurer: _____ Policy #: _____						
Vehicle Information Year: _____ Make: _____ Model: _____ Color: _____ Plate #: _____ State: _____						Vehicle Information Year: _____ Make: _____ Model: _____ Color: _____ Plate #: _____ State: _____						
Owner Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ Describe Damage: _____						Owner Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ Describe Damage: _____						
INJURY INFORMATION												
Injured #1						Injured #2						
Name: _____ Phone: _____						Name: _____ Phone: _____						
Address: _____						Address: _____						
City: _____ State: _____ Zip: _____						City: _____ State: _____ Zip: _____						
CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian						CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian						
Describe injury:						Describe injury:						
Transported by ambulance: Yes No Where: _____						Transported by ambulance: Yes No Where: _____						
If a UTA passenger he/she was:						If a UTA passenger he/she was:						
☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting						☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting						
PROPERTY DAMAGE INFORMATION - (other than vehicles)												
Owner's Name: _____ Phone: _____						Describe the property and damage:						
Address: _____												
City: _____ State: _____ Zip: _____												

Recommendations:	

Describe UTA Vehicle Damage:

Accident Classifications - ☒ Check if applicable

If damage does not meet one of the criteria below – describe here:

Property Damage

Enter the vehicle number in each applicable zone of damage using the zone key for the type of vehicle.

Passenger Vehicle										Sport Utility Vehicle										Pickup Truck							
1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Roof	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Bedside, Wheel, Front Panel	Bumper, Tail lights, Rear panel	Inner Bed	Roof, Rear glass, Back panel	Hood, Cowl
15	6	11	11	12	13	15	6	8	3	20	5	14	14	16	6	10	8	2	5	19	9	20	12	11	8	12	9

Personal Injury

Put in the number of persons injured under each classification

	Other Vehicle Passenger/Driver	UTA Passenger	Pedestrian
Class A: Bruising, Abrasions, Minor to Moderate Bleeding, Sprains and Strains:			
Class B: Unconsciousness, Fractures, Severe Bleeding:			
Class C: Death, Paralysis, Dismemberment:			
Totals:			

Accident Diagram

Appendix C-8 BUS SUPERVISORS ACCIDENT/INCIDENT REPORT FORM

Accident/Incident Report Form (Complete ALL fields)															
Claim #:		OFFICE USE ONLY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">IF</td> <td style="width: 33%; text-align: center;">LIAB</td> <td style="width: 33%; text-align: center;">SUBRO</td> </tr> <tr> <td style="text-align: center;">AL</td> <td style="text-align: center;">FP</td> <td style="text-align: center;">GL</td> </tr> </table>		IF	LIAB	SUBRO	AL	FP	GL	Cause Code:	
IF	LIAB	SUBRO													
AL	FP	GL													
TRANSIT VEHICLE INFORMATION (Vehicle #1)															
Operator name:						Badge #:									
Supervisor:				Scene Supervisor:											
Accident Date:		Military Time of accident: Military Time reported:		Location:			City:								
UTA Vehicle #:		Block #:		Route #:		# of Passengers:		# of Courtesy Cards:							
Check Division		Operations ☐ 21 MBK ☐ 22 TIMP ☐ 23 MT OGD ☐ 24 CNTL ☐ 29 RVRS ☐ TRAX		Maintenance ☐ 31 MBK ☐ 32 TIMP ☐ 33 MT OGD ☐ 34 CNTL ☐ 39 RVRS ☐ TRAX		☐ OTHER									
Describe Damage to UTA Property:															
POLICE INVESTIGATION															
Police Investigation: Yes No		Police Department:			Case #:		Citation: Yes No								
Officer's name:				To whom was citation issued:											
OTHER VEHICLE INFORMATION															
Vehicle #2					Vehicle #3										
Driver Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ DL #: _____ State: _____ Insurer: _____ Policy #: _____					Driver Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ DL #: _____ State: _____ Insurer: _____ Policy #: _____										
Vehicle Information Plate #: _____ State: _____ Year: _____ Make: _____ Model: _____ Color: _____					Vehicle Information Plate #: _____ State: _____ Year: _____ Make: _____ Model: _____ Color: _____										
Owner Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ Describe Damage: _____					Owner Information Name: _____ Phone: _____ Address: _____ City: _____ State: _____ Zip: _____ Describe Damage: _____										
INJURY INFORMATION															
Injured #1					Injured #2										
Name: _____ Phone: _____					Name: _____ Phone: _____										
Address: _____					Address: _____										
City: _____ State: _____ Zip: _____					City: _____ State: _____ Zip: _____										
CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian					CHECK ONE (indicate vehicle #) ☐ Driver (Veh #) ☐ Passenger (Veh #) ☐ Pedestrian										
Describe injury: _____					Describe injury: _____										
Transported by ambulance: Yes No Where: _____					Transported by ambulance: Yes No Where: _____										
If a UTA passenger he/she was:					If a UTA passenger he/she was:										
☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting					☐ Boarding ☐ Alighting ☐ Standing ☐ Sitting										
If a UTA passenger was he/she carrying anything: Yes No					If a UTA passenger was he/she carrying anything: Yes No										
If yes, what? _____					If yes, what? _____										
PROPERTY DAMAGE INFORMATION - (other than vehicles)															
Owner's Name: _____ Phone: _____					Describe the property and damage:										
Address: _____															
City: _____ State: _____ Zip: _____															

DESCRIPTION OF ACCIDENT/INCIDENT									
Weather Conditions:	clear	cloudy	raining (light heavy)	snowing (light heavy)	fog (light heavy)				
Road Surface Conditions:	dry	wet	muddy	snowy	icy	oily	other:		
Light Conditions:	daylight	dawn or dusk	darkness (street lights)			darkness (no street lights)			
Bus was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Vehicle #2 was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Vehicle #3 was:	stopped	stopping	starting	changing lanes	moving to curb	moving from curb	turning left	turning right	going straight
Traffic Controls:	traffic signal	stop sign	yield sign	police officer	none	other:			
What happened:									
(Attach a separate sheet if more room is needed)									
ACCIDENT DIAGRAM									
Vehicle	Bus #1	#2	#3	Indicate North with an arrow in the circle.					
Travel Speed									
Posted Speed									
Employee Signature:									
Dispatcher/Supervisor Signature:				Time:					
This form has been completed correctly.				Date:					

V. PREVIOUS MEDICAL TREATMENT (providing incomplete information may constitute fraud)

Have you injured or had pain/symptoms in this area before? Yes _____ No _____

If yes, please explain: _____

Please list all medical practitioners or facilities previously involved with treatment of this area. _____

VI. EMPLOYEE SIGNATURE**WORKERS'S COMPENSATION INFORMATION**

- "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."
- The first three days of lost time for an on-the-job injury are not compensated unless you are off duty more than two weeks. You may use accrued sick leave or vacation time for those first three days.
- If your doctor releases you to modified or light duty, and modified or light duty is available, acceptance is mandatory. Failure to accept light duty will result in loss of compensation benefits.
- It is your responsibility to contact your supervisor and dispatch regularly to let them know of your work status.
- It is your responsibility to make sure your time is properly coded for worker's compensation time, vacations, and holidays. Contact your supervisor at least weekly.

I have read and understand the above information. The information I have provided on this form is true and accurate.

Employee signature: _____ Date: _____

VII. SUPERVISOR'S VERIFICATION

I have reviewed this report. I will complete a supervisor's report and submit it to the Office of General Counsel, Claims Unit immediately.

Signature of supervisor
verifying the report: _____ Date: _____

QUESTIONS OR CONCERNS ABOUT THIS REPORT SHOULD BE DIRECTED TO TRICIA MCDONALD ext. 2311 OR 287-4534.

Appendix C-10 RAIL SERVICE CENTER SAFETY CHECKLISTS/AUDIT FORMS

Forms on the following two pages.



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Vehicle Number		Inspection Date	
Work Order Number		Mileage	

WARNING: TO PREVENT SERIOUS INJURY, ALL PERSONNEL DIRECTLY OR INDIRECTLY INVOLVED WITH THE INSPECTION, MAINTENANCE, REPAIR, AND OPERATION OF THESE VEHICLES MUST FOLLOW THE FOLLOWING PRECAUTIONS:

1. Observe all Utah Transit Authority safety rules and regulations.
2. The vehicle must be located in the assigned maintenance area or authorized track.
3. Ensure that the wheels are chocked when working on the brake system.
4. The vehicle must be keyed down, pantograph down and auxiliary off when working on roof or under the vehicle.
5. The catenary power must be removed and low voltage isolated. The stinger and shop track disconnect switch must be locked and red tag when working on roof and when handling equipment electrical connections or when checking electrical continuity.
6. Ensure that the area is well ventilated when working with materials that produce dangerous fumes and wear protective gear when handling materials that are injurious to the skin or eyes.
7. To protect against flying debris, wear protective gear when cleaning using compressed air.
8. When handling heavy components, it is your responsibility to select a lifting apparatus of adequate type and capacity for the weight and size involved.
9. When fasteners removed from car equipment are not satisfactory for re-use, care must be taken to select replacements that match the originals.
10. Follow all WARNINGS, CAUTIONS and NOTES found throughout S70 RUNNING MAINTENANCE MANUAL.

SPECIAL INSTRUCTIONS:

1. Fill in Badge #, Name, Signature, Initial and Date in BLACK or BLUE ink in the space provided below.
2. Fill in initials in BLACK or BLUE ink besides EACH inspection task you completed.
3. Make comments in the space provided at the end of the inspection. Identify the comment to the specific inspection line number.
4. Findings requiring a repair must be reported immediately to the supervisor.
5. Report material shortages to the supervisor.
6. Report damaged or missing tools.
7. Clean up your work area.

Badge #	Inspector's Name	Signature	Initial	Date

Line	Inspection	A-End	B-End
1.	Check the Headlights and the Railroad Light for proper operation\condition.	_____	_____
2.	Check the Marker Lights and the Brake\ Tail Turn Lights for proper operation and condition.	_____	_____
3.	Check the Vehicle Fault Light (White), the Brakes Status Light (Red), and the Door Status Light (Yellow) for proper operation and condition.	_____	_____
4.	Verify proper operation of the HVAC System.	_____	_____
5.	Verify illumination and proper operation of all Destination signs and Train Number signs.	_____	_____
6.	Verify the Cab Light for proper operation.	_____	_____
7.	Check the Radio for proper operation.	_____	_____
8.	Verify the presence of the Fire Extinguisher.	_____	_____
9.	Check P.A. System, Passenger Intercom System and Automated Message System for proper operation.	_____	_____
10.	Check the VOD Display Function.	_____	_____
11.	Check the camera display for proper operation.	_____	_____
12.	Check if Bypass seals are installed and intact.	_____	_____
13.	Perform a Console Lamp Test.	_____	_____

LRV Maintenance Department
S70 Daily Preventive Maintenance Inspection
Revision Date: 01/24/2012

Page 1 of 2



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Line	Inspection	A-End	B-End
14.	Verify proper operation of all Cab Pushbuttons and Foot pedals (Including Horn & Gong).	_____	_____
15.	Check the Sanding system for proper operation.	_____	_____
16.	Verify the operation of the Track Brakes.	_____	_____
17.	Verify proper operation and quality of the Windshield Wipers and Washer.	_____	_____
18.	Fill washer reservoir and inspect washer tubing for damage or loose connection to nozzle.	_____	_____
19.	Verify proper operation and illumination of all Doors, Door Pushbuttons, Warning Lights & Buzzer.	_____	_____
20.	Verify all Interior and Exterior Consoles and Panels are secure.	_____	_____
21.	Check the Hand Rails and Stanchions for damage or loose fit.	_____	_____
22.	Check the Passenger Seats and Cushions for missing hardware and cuts or tears. Replace the cushions if necessary.	_____	_____
23.	Check the level of sand in Sand boxes.	_____	_____
24.	Check the Passenger Windows for damages and graffiti.	_____	_____
25.	Check the Passenger Lights for normal operation.	_____	_____
26.	Inspect Coupler's Mechanical and Electrical Head for damage.	_____	_____
27.	Visually Inspect the Wheel-sets for completeness or damage.	_____	_____
	_____ A-truck _____ C-truck _____ B-truck		

Vehicle Finding Log:

Item #	Finding	Logged By:		Status (Work Order Number)
		Badge	Initial	

This certifies that light rail vehicle # _____ was inspected and found to present no potential safety hazards. No items requiring repairs for safe operation exist except as noted. Findings found are described in the Vehicle Finding Log.

Supervisor's Signature: _____

Date: _____

Supervisors' Name: _____

Badge #: _____

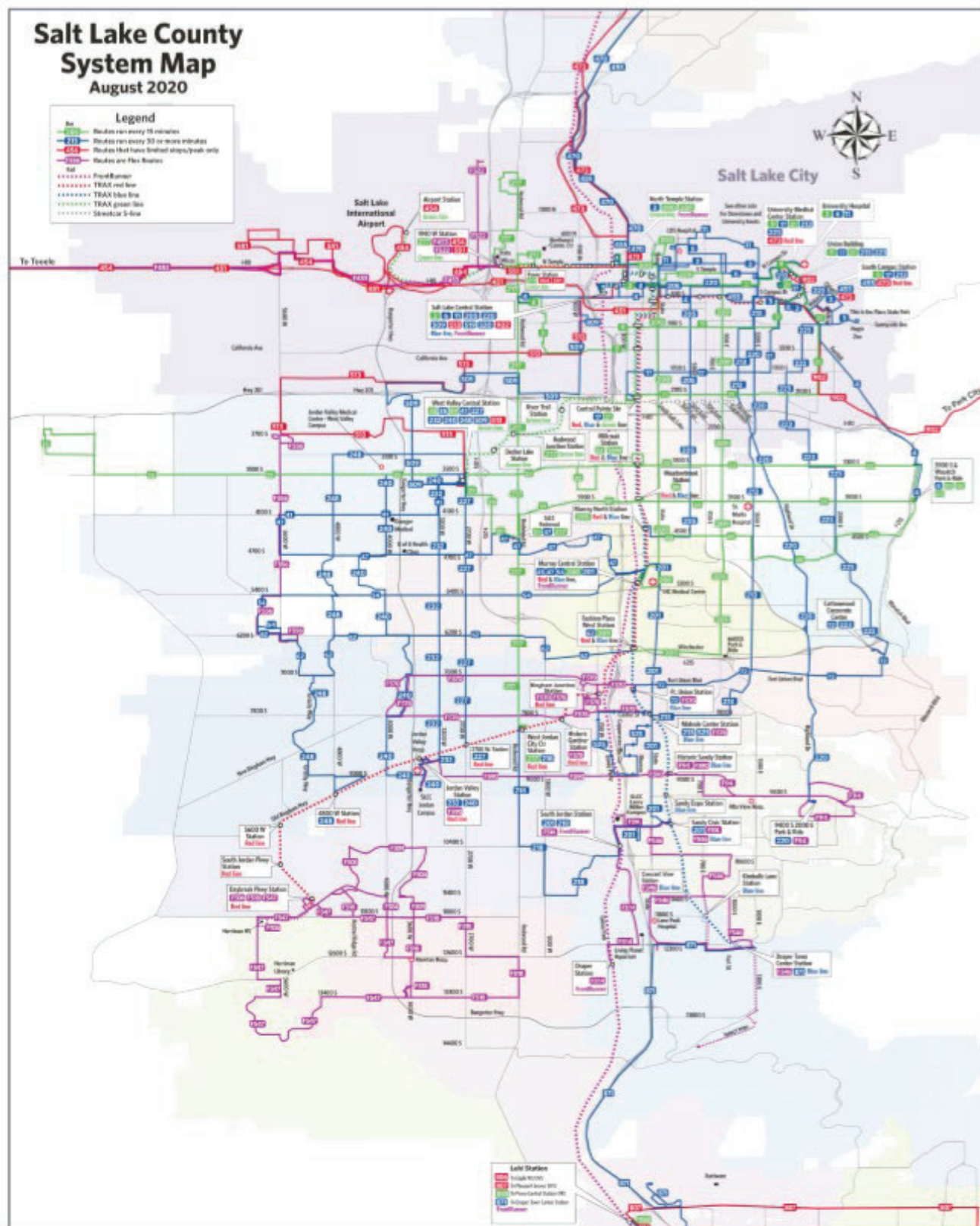
LRV Maintenance Department
S70 Daily Preventive Maintenance Inspection
Revision Date: 01/24/2012

Page 2 of 2

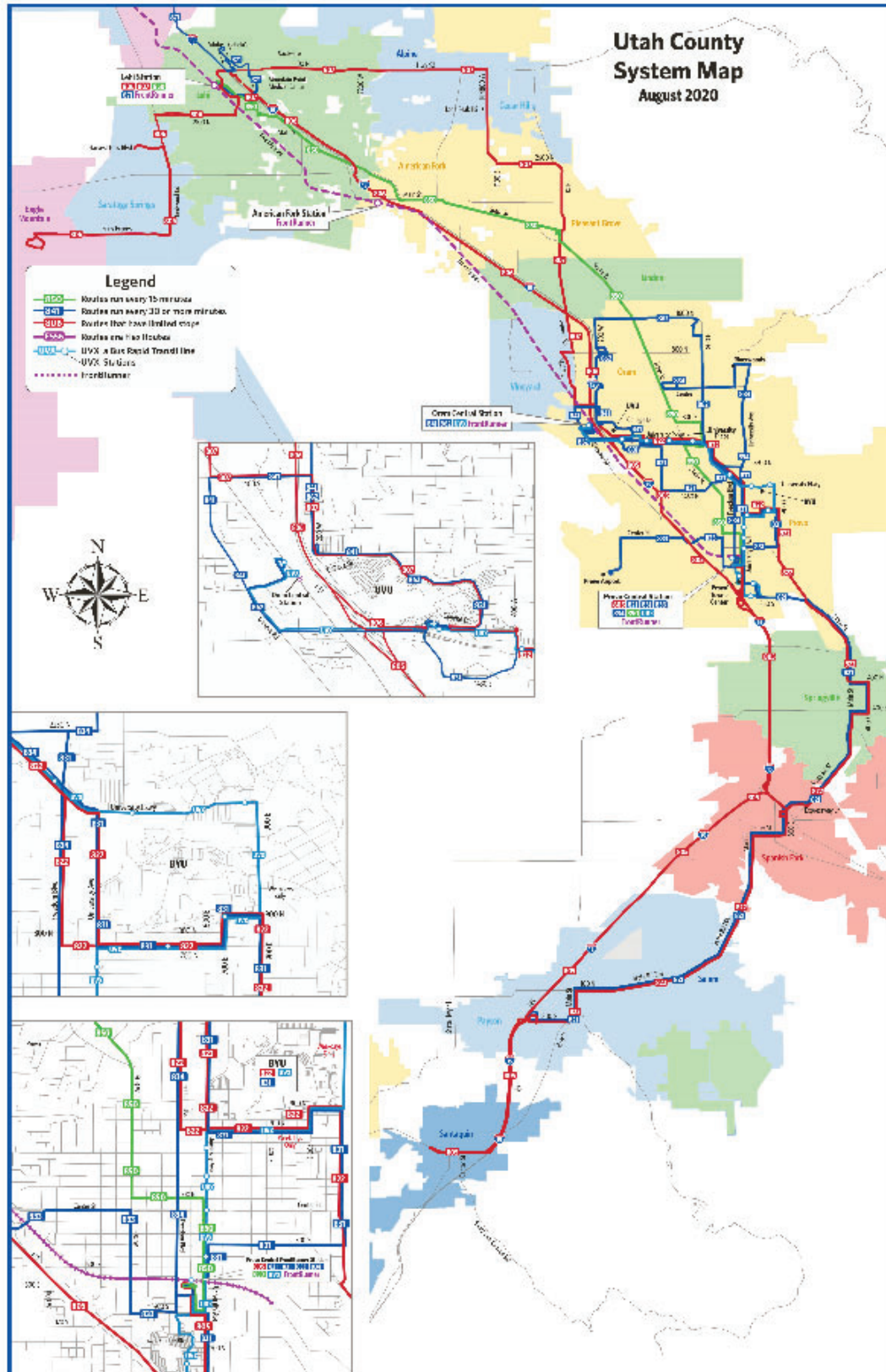
 Roadway Worker Protection On-Track Safety Spot Check Form		
BASIC INFORMATION		
Date:	Time: AM/PM	Location:
UTA Department:	Contractor:	Subcontractor:
Work Permit: Y/N	Work Permit Holder:	
Work Permit Activated: Y/N	RWIC:	
Radio: Y/N		
WORK PERFORMED		
Description of Work:		
LONE WORKER		
Is the employee a Lone Worker?	Y/N	
Is the employee wearing proper P.P.E.?	Y/N	
Has the Lone Worker filled out the Statement Of On-Track Safety?	Y/N	
Does the Lone Worker have the Statement Of On-Track Safety in possession?	Y/N	
Does the Lone Worker have a current RWP Card in possession?	Y/N	
Is the Statement of On-Track Safety correctly filled out?	Y/N	
WORK GROUP		
Was a Job Briefing held prior to fouling?	Y/N	
Is the employee wearing proper P.P.E.	Y/N	
Can the worker properly identify the Roadway Worker In Charge?	Y/N	{RWIC} Name:
Can the worker properly identify the Watchman / Lookout?	Y/N	{W/L} Name:
Is Train Approach Warning being used?	Y/N	Signal Used?
Does each Worker have a current RWP Card in possession?	Y/N	
Can worker properly identify designated safe place to clear?	Y/N	
Can worker correctly identify the work zone limits?	Y/N	
SPECIAL CONDITIONS:		
Conditions:		
NOTES		
Spot Check conducted by:		
Signature:		

Appendix D: SYSTEM MAPS

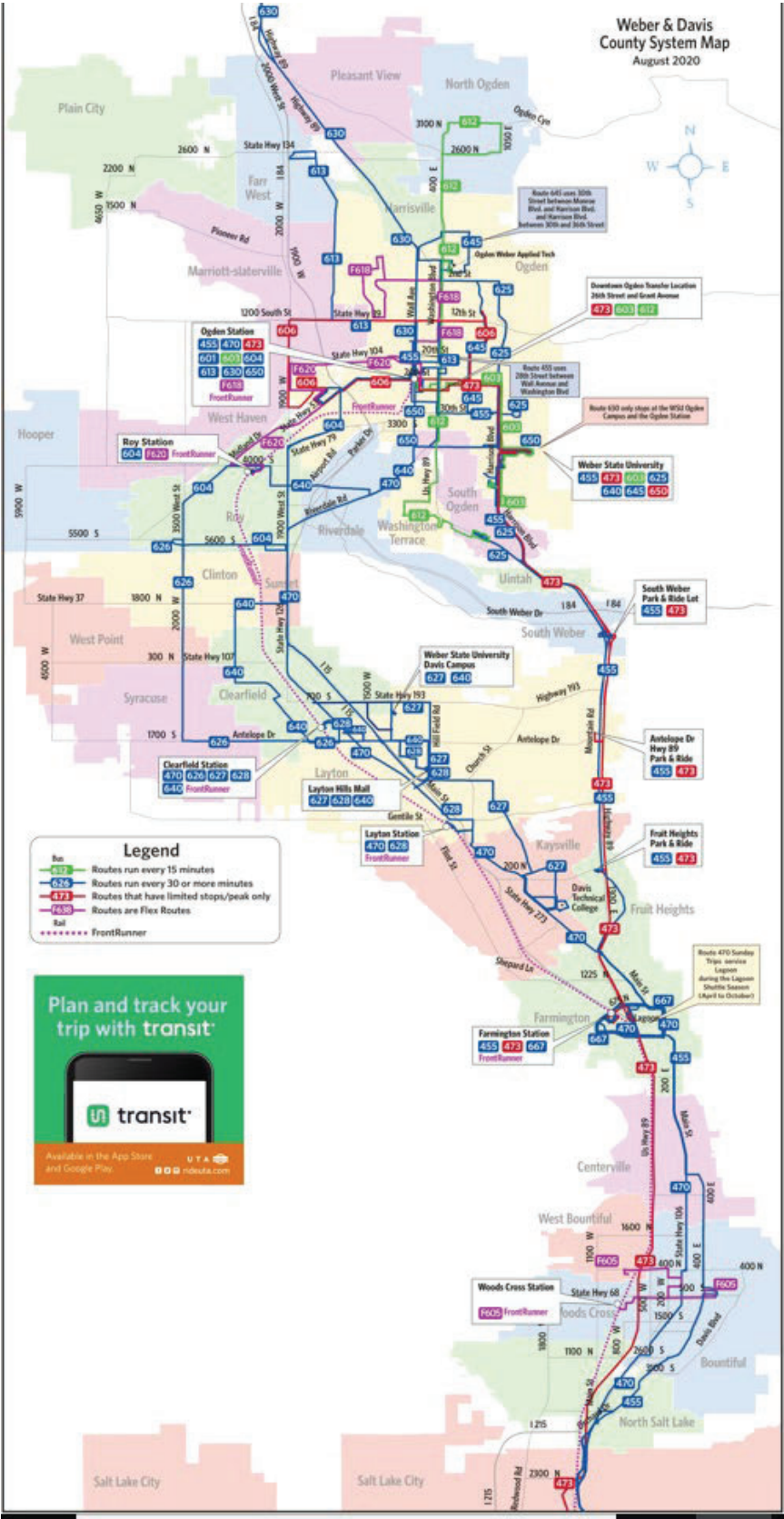
Appendix D-1 SALT LAKE BUS SYSTEM MAP



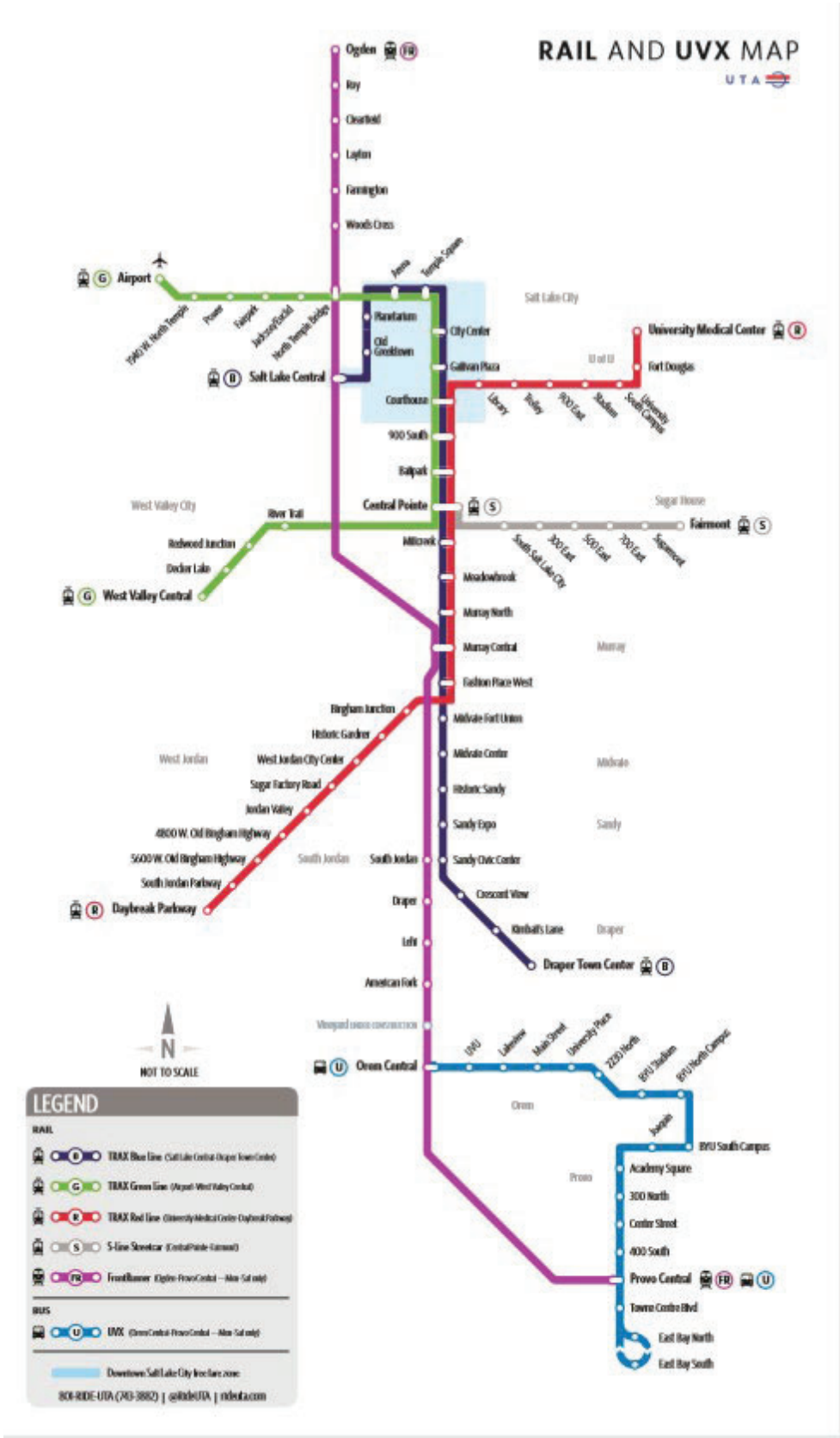
Appendix D-2 UTAH COUNTY SYSTEM MAP



Appendix D-3 WEBER, NORTH DAVIS AND BOX ELDER COUNTY SYSTEM MAP



Appendix D-4 RAIL (TRAX AND FRONTRUNNER) AND UVX MAP





U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Kyle Stockley, Rail Infrastructure Manager

TITLE:

Contract: Vanpool Replacement Vehicles (Young Chevrolet Layton)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve purchase of 35 Vanpool vehicles and associated disbursements to Young Chevrolet Layton in the amount of \$1,150,310.

BACKGROUND:

The vanpool vans being replaced have a minimum of 125k miles and are 4+ yrs old, although most vans are closer to 8-12 yrs old on average. The vanpool vans that are replaced are generally repurposed as UTA support fleet vehicles and used for several more years, reducing the need to procure more support fleet vehicles.

DISCUSSION:

This purchase order is for replacement Rideshare vans for UTA's Rideshare service. The requisition includes thirty-five (35) seven-passenger minivans at an estimated \$33000 each. These vans will be procured using an existing State of Utah contract.

CONTRACT SUMMARY:

Contractor Name:	Young Chevrolet Layton (State Contract)
Contract Number:	State Contract # MA3799, UTA PO # 16745
Base Contract Effective Dates:	State Contract current thru 9/30/26, vehicles ship as soon as possible
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$1,150,310
Procurement Method:	State Cooperative Contract
Funding Sources:	Financed

ALTERNATIVES:

Defer replacements to future budget year.

FISCAL IMPACT:

This project is included in the 2021 Capital budget

ATTACHMENTS:

PO 16745 to Young Chevrolet

State Contract MA3799

Young Chevrolet, Inc PO BOX 684 Layton UT 84041			PURCHASE ORDER NUMBER OG	16745
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority	VENDOR NUMBER 1106390	PO DATE 11/3/2021
SEND INVOICE TO:	SHIP TO:	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		DJ BYBEE	Freight Pre-pay And Add
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Burton, Amanda	1 of 1

Confirmation: Do not Duplicate Utah Transit Authority Is Tax Exempt	Total PO Value: 1,150,310.00	Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009668	2/28/22	35 EA	40-6232.68912	7 pass minivan toyota sienna Mike Romero	32866.0000	1,150,310.00

Per state of Utah Contract MA3799 EXP 9/30/2026

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

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

Contract # MA3799**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>Young Chevrolet Company</u>		
Name		
<u>3450 Wall Ave</u>		
Address		
<u>Ogden</u>	<u>UT</u>	<u>84401</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Rick Bailey Phone #801-710-4401 Email rbailey@youngauto.net
 Vendor #29647E Commodity Code #25100

2. CONTRACT PORTFOLIO NAME:
- Vehicles

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
- New vehicles to Eligible Users throughout the State of Utah

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#
- NH21-79
- .

5. CONTRACT PERIOD: Effective Date:
- 10/1/2021
- Termination Date:
- 9/30/2026
- unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Payment: Prompt Payment Discount (if any):
- NA
- .

7. Administrative Fee, as described in the Solicitation and Attachment A:
- .25% or 1/4th of 1%
- .

8. ATTACHMENT A: State of Utah Standard Terms and Conditions for
- ☒
- Goods
- ☒
- Services, or
- ☐
- IT

ATTACHMENT B: Scope of Work

ATTACHMENT C: Price ListATTACHMENT D: Technical Response Form**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #NH21-79.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Rick Bailey
 Rick Bailey (Oct 6, 2021 17:29 MDT)

10/06/2021

Contractor's signature

Date

Rick Bailey, Fleet Director

Type or Print Name and Title

STATE

[Signature]

10/07/2021

Director, Division of Purchasing

Date

Kayla Medina

Division of Purchasing Contact Person

801-957-7146

Telephone Number

NA

Fax Number

kaylamedina@utah.gov

Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
 11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **REPORTS AND FEES:**
- Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
 - Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 - Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

Attachment B: Scope of Work

This contract is set up as a multiple award contract based upon established terms under 63G-6a-113. The Established Catalog Price as defined in 63G-6a-103(33) have been submitted by the contractor and accepted as reasonable. Contractor agrees to maintain its catalog prices and update the Division of Purchasing of any changes to pricing

I. Scope of Work

1. Overview:

- a. Dealerships are encouraged to work closely with the manufacturer in obtaining any additional discounts; such as bid assistance, etc., that may be passed on to the State.
- b. All quotes should be inclusive of dealer overhead, profit, registration fees, an initial tank of gas and/or alternative fuel up to \$50.00 per vehicle, preparation and pre-delivery servicing expenses, and on-site customer delivery.
- c. Some ordering entities who lack the ability to generate an order worksheet may require the dealership's services in providing customer support and assistance.

2. Pricing, Delivery, and Payment:

- a. The State intends to pay for manufacturer-to-dealer destination charges. With the exception of a change to pricing and/or destination charges initiated by the manufacturer, the destination charges shall be fixed for the contract period. Changes made by the manufacturer shall be validated by the manufacturer. Any decreases in pricing shall be passed immediately to the State.
- b. Charges, such as shop/service manuals, third key, decal application, or pass-through code charges may be added to the invoice as separate line items.
- c. All prices, discounts, equipment, etc., shall be verifiable. In cases where prices or equipment are in dispute, dealers shall consult directly with the manufacturer and provide to the satisfaction of the ordering entity written documentation to support the price.
- d. Delivery schedules must be accurate. Dealers should make every effort possible to confirm factory acceptance of order, build date, and scheduled delivery. Dealers shall notify ordering entities within 14 days of order placement.
- e. State agencies shall make prompt payment to the dealer according to State established policies. Ordering entities shall make payments within fourteen (14) calendar days from the date of an approved invoice. This clause supersedes the payment time frame specified in Clause 24 of the State's Standard Terms and Conditions. The dealer is authorized to assess a finance charge to all late payments, provided the late payment is clearly the fault of the ordering entity. This finance charge cannot exceed the late payment interest rate as described in Clause 24 in the State's Standard Terms and Conditions. The dealer shall make prompt payment to the manufacturer. Any invoice from the manufacturer received by the ordering entity will be returned to the dealership for resolution. The State of Utah and Eligible Users assume no responsibility for unpaid invoices submitted by the manufacturer.

- f. Prior to delivery of any vehicle, the dealer should make arrangements with the ordering entity for the purpose of conducting a physical inventory of the vehicle(s). Pre-delivery servicing and adjustments shall be made to include (but not limited to) those listed below:
- i. All adjustments required to meet Utah safety inspection requirements and emission control certifications;
 - ii. Tune engine for Eligible Users location altitude;
 - iii. Adjust all accessories to optimal working condition;
 - iv. Inspect electrical, braking and suspension systems;
 - v. Charge battery;
 - vi. Align front end (and rear end if applicable);
 - vii. Inflate tires to optimal pressure;
 - viii. Computer spin balance all wheels including spare;
 - ix. Lubricate engine and chassis. Fill all lubrication reservoirs (crankcase power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures. Affix a plastic static type sticker to upper left windshield advising of the next recommended servicing;
 - x. Service cooling system with permanent type antifreeze and summer coolant for -20 deg. F; and fill windshield washer fluid reservoir(s) with a type suitable to -20 deg. F.;
 - xi. Vehicle(s) shall be ready for immediate operation and should include a full tank(s) of gas and/or alternative fuel up to \$50.00. Cost of gas and/or alternative fuel shall be included in the dealer quote.
 - xii. Vehicle(s) must be clean and thoroughly detailed inside and out prior to delivery. All upholstery and floor protection is to be removed. Manufacturer's floor mats are to be placed, window decals removed and all adhesive cleaned from the vehicle. Vehicle must be delivered free of any decal or other attached item identifying the dealer. The vehicle is expected to be completely cleaned and operational at the time of delivery/pickup;
 - xiii. All factory defects must be corrected prior to delivery; and
 - xiv. Two (2) sets of pre-tested keys marked with the VIN number. The vehicle key code must be provided, attached to the keys.

3. Registration:

- a. Dealer agrees to be responsible for properly registering and affixing to all State agency vehicles the state authorized "EX" type centennial plates prior to delivery.
- b. Ordering entities may elect to register their own vehicle(s). Should an ordering entity wish to register their own vehicle, the ordering entity will advise the dealer at the time the order is placed. In such case, the dealer should take this into account when delivering a quote.

4. Documentation:

- a. The following items should be delivered with each vehicle
 - i. Operators (owners) Manual
 - ii. Manufacturer's Warranty Information
 - iii. * Original Odometer Statement properly signed
 - iv. * Manufacturer's Statement of Origin (MSO) properly signed

- v. * Application for Title properly completed and signed
 - vi. Manufacturer's specifications attached to vehicle
 - vii. Signed pre-delivery checklist certifying completion of the above items, and those listed in Pricing and Delivery.
 - viii. Window Sticker
 - ix. Copy of Odometer Statement for dealership plated vehicles
 - x. Contract of Sale
- (* Denotes documentation that must be provided only to those entities registering their own vehicle.

5. Advertising:

- a. No advertising, such as the dealer's name, logo, emblems or license plate holders are to be placed on any vehicle ordered under this contract. Dealer will be responsible for any costs incurred for removal of such items if the dealer is not compliant with this clause.

6. Invoice:

- a. The dealer agrees to deliver a copy of the invoice with the vehicle. The original invoice should be mailed or delivered within 24 hours of the time the vehicle is delivered

Attachment C

CHEVROLET 2022MY Price List for State Contract

*OPTION PRICING WILL BE PASSED ON AT VQ1 PRICE USING INITIAL PRICING

NOTE: #N/A indicates that either vehicle pricing or incentives are currently unavailable from the Manufacturer. Will update as soon as they are available.

Model Description	Code	Style Name	MSRP	MSRP DISC.	FINAL COST	STATE ADMIN FEE	NET PRICE
BLAZER	1NK26	2LT FWD	\$34,595.00	22.4%	\$26,844.60	\$67.11	\$26,911.71
BLAZER	1NR26	2LT AWD	\$37,295.00	21.3%	\$29,339.40	\$73.35	\$29,412.75
BLAZER	1NK26	3LT FWD	\$38,795.00	20.8%	\$30,725.20	\$76.81	\$30,802.01
BLAZER	1NR26	3LT AWD	\$41,495.00	19.9%	\$33,220.20	\$83.05	\$33,303.25
BLAZER	1NL26	RS FWD	\$42,295.00	19.7%	\$33,959.40	\$84.90	\$34,044.30
BLAZER	1NM26	PREMIER FWD	\$42,295.00	17.6%	\$34,836.40	\$87.09	\$34,923.49
BLAZER	1NS26	RS AWD	\$45,195.00	18.9%	\$36,639.00	\$91.60	\$36,730.60
BLAZER	1NT26	PREMIER AWD	\$45,195.00	17.0%	\$37,516.00	\$93.79	\$37,609.79
BOLT EUV	1FF48	2LT	\$33,995.00	14.6%	\$29,041.00	\$72.60	\$29,113.60
BOLT EUV	1FG48	PREMIER	\$38,495.00	#N/A	#N/A	#N/A	#N/A
BOLT EV	1FB48	1LT	\$31,995.00	18.6%	\$26,043.00	\$65.11	\$26,108.11
BOLT EV	1FC48	2LT	\$35,195.00	18.2%	\$28,794.80	\$71.99	\$28,866.79
CAMARO	1AG37	1LS COUPE	\$26,195.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AG37	1LT COUPE	\$26,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AG37	1LT CONVERTIBLE	\$32,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AH37	2LT COUPE	\$28,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AH37	3LT COUPE	\$32,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AH37	2LT CONVERTIBLE	\$34,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AH37	3LT CONVERTIBLE	\$38,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AJ37	LT1 COUPE	\$35,195.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AJ37	1SS COUPE	\$38,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AJ37	LT1 CONVERTIBLE	\$41,195.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AJ37	1SS CONVERTIBLE	\$44,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AK37	2SS COUPE	\$43,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AK37	2SS CONVERTIBLE	\$49,695.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AL37	ZL1 COUPE	\$64,195.00	#N/A	#N/A	#N/A	#N/A
CAMARO	1AL37	ZL1 CONVERTIBLE	\$70,195.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12M43	2WD WT CREW CAB SHORT BOX	\$28,295.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12M43	4WD WT CREW CAB SHORT BOX	\$33,295.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12M53	2WD WT EXT CAB	\$26,395.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12M53	4WD WT EXT CAB	\$30,295.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12N43	2WD LT CREW CAB SHORT BOX	\$30,895.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12N43	4WD LT CREW CAB SHORT BOX	\$35,595.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12N53	2WD LT EXT CAB	\$28,895.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12N53	4WD LT EXT CAB	\$32,595.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12P43	2WD Z71 CREW CAB SHORT BOX	\$35,995.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12P43	4WD ZR2 CREW CAB SHORT BOX	\$45,395.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12P473	4WD Z71 CREW CAB SHORT BOX	\$39,195.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12P53	4WD Z71 EXT CAB	\$37,695.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12P53	4WD ZR2 EXT CAB	\$43,795.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12T43	4WD WT CREW CAB LONG BOX	\$34,195.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12T53	2WD WT CREW CAB LONG BOX	\$30,595.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12U43	4WD LT CREW CAB LONG BOX	\$36,495.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12U53	2WD LT CREW CAB LONG BOX	\$33,095.00	#N/A	#N/A	#N/A	#N/A
COLORADO	12V43	4WD Z71 CREW CAV LONG BOX	\$39,795.00	#N/A	#N/A	#N/A	#N/A
EQUINOX	1XP26	FWD LS	\$26,995.00	26.5%	\$19,840.20	\$49.60	\$19,889.80
EQUINOX	1XP26	FWD 1FL	\$27,195.00	23.9%	\$20,704.00	\$51.76	\$20,755.76
EQUINOX	1XR26	FWD LT	\$28,095.00	25.3%	\$20,982.60	\$52.46	\$21,035.06
EQUINOX	1XX26	AWD LS	\$28,595.00	25.0%	\$21,452.60	\$53.63	\$21,506.23
EQUINOX	1XR26	FWD 2FL	\$28,495.00	22.8%	\$21,997.20	\$54.99	\$22,052.19
EQUINOX	1XX26	AWD 1FL	\$28,795.00	23.0%	\$22,182.40	\$55.46	\$22,237.86
EQUINOX	1XY26	AWD LT	\$29,695.00	23.9%	\$22,595.00	\$56.49	\$22,651.49
EQUINOX	1XY26	AWD 2FL	\$30,095.00	20.7%	\$23,875.60	\$59.69	\$23,935.29
EQUINOX	1XS26	FWD PREMIER	\$32,195.00	23.3%	\$24,708.00	\$61.77	\$24,769.77
EQUINOX	1XZ26	AWD PREMIER	\$33,795.00	20.9%	\$26,726.40	\$66.82	\$26,793.22
EXPRESS CARGO VAN	CG23405	2500 CARGO VAN	\$34,295.00	#N/A	#N/A	#N/A	#N/A
EXPRESS CARGO VAN	CG23705	2500 EXT WB CARGO VAN	\$36,195.00	#N/A	#N/A	#N/A	#N/A
EXPRESS CARGO VAN	CG33405	3500 CARGO VAN	\$37,395.00	#N/A	#N/A	#N/A	#N/A
EXPRESS CARGO VAN	CG33705	3500 EXT WB CARGO VAN	\$38,195.00	#N/A	#N/A	#N/A	#N/A
EXPRESS PASSENGER VAN	CG23406	2500 PASSENGER VAN	\$38,495.00	#N/A	#N/A	#N/A	#N/A
EXPRESS PASSENGER VAN	CG33406	3500 PASSENGER VAN	\$39,695.00	#N/A	#N/A	#N/A	#N/A
EXPRESS PASSENGER VAN	CG33706	3500 EXT WB PASSENGER VAN	\$40,495.00	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	P11003	2WD REG CAB 109"	\$47,895.00	22.5%	\$37,137.33	\$92.84	\$37,230.17

LOW CAB FORWARD	CP12003	2WD REG CAB 132.5"	\$48,725.00	22.5%	\$37,775.60	\$94.44	\$37,870.04
LOW CAB FORWARD	CP13003	2WD REG CAB 150"	\$49,900.00	22.5%	\$38,679.18	\$96.70	\$38,775.88
LOW CAB FORWARD	CP14003	2WD REG CAB 176"	\$50,545.00	22.5%	\$39,175.18	\$97.94	\$39,273.12
LOW CAB FORWARD	CP31003	2WD REG CAB 109"	\$50,625.00	22.5%	\$39,236.70	\$98.09	\$39,334.79
LOW CAB FORWARD	CP32003	2WD REG CAB 132.5"	\$51,450.00	22.5%	\$39,871.13	\$99.68	\$39,970.81
LOW CAB FORWARD	CP33003	2WD REG CAB 150"	\$52,625.00	22.5%	\$40,774.70	\$101.94	\$40,876.64
LOW CAB FORWARD	CP34003	2WD REG CAB 176"	\$53,260.00	22.5%	\$41,263.02	\$103.16	\$41,366.18
LOW CAB FORWARD	CP13043	2WD CREW CAB 150"	\$56,000.00	22.6%	\$43,370.08	\$108.43	\$43,478.51
LOW CAB FORWARD	CP14043	2WD CREW CAB 176"	\$56,645.00	22.6%	\$43,866.08	\$109.67	\$43,975.75
LOW CAB FORWARD	CP33043	2WD CREW CAB 150"	\$58,725.00	22.6%	\$45,465.60	\$113.66	\$45,579.26
LOW CAB FORWARD	CP34043	2WD CREW CAB 176"	\$59,360.00	22.6%	\$45,953.92	\$114.88	\$46,068.80
LOW CAB FORWARD	CT31003	2WD REG CAB 109"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT32003	2WD REG CAB 132.5"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT33003	2WD REG CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT33043	2WD CREW CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT34003	2WD REG CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT34043	2WD CREW CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT41003	2WD REG CAB 109"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT42003	2WD REG CAB 132.5"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT43003	2WD REG CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT43043	2WD CREW CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT44003	2WD REG CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT44043	2WD CREW CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT51003	2WD REG CAB 109"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT52003	2WD REG CAB 132.5"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT53003	2WD REG CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT53043	2WD CREW CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT54003	2WD REG CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT54043	2WD CREW CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT55003	2WD REG CAB 200"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT61003	2WD REG CAB 109"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT62003	2WD REG CAB 132.5"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT63003	2WD REG CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT63043	2WD CREW CAB 150"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT64003	2WD REG CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT64043	2WD CREW CAB 176"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT65003	2WD REG CAB 200"	#N/A	#N/A	#N/A	#N/A	#N/A
LOW CAB FORWARD	CT66003	2WD REG CAB 212"	#N/A	#N/A	#N/A	#N/A	#N/A
MALIBU	1ZC69	4DR SDN	\$24,395.00	#N/A	#N/A	#N/A	#N/A
MALIBU	1ZD69	4DR SDN	\$27,795.00	#N/A	#N/A	#N/A	#N/A
MALIBU	1ZF69	4DR SDN	\$34,495.00	#N/A	#N/A	#N/A	#N/A
MALIBU	1ZS69	4DR SDN	\$25,395.00	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 1LZ LTZ	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 1SP RST	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18543	2WD CREW CAB 147" 3LZ HIGH COUNTRY	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18743	2WD CREW CAB 157" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18743	2WD CREW CAB 157" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18743	2WD CREW CAB 157" 1SP RST	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18743	2WD CREW CAB 157" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18753	2WD DOUBLE CAB 147" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18753	2WD DOUBLE CAB 147" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18753	2WD DOUBLE CAB 147" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CC18903	2WD REG CAB 140" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 1LZ LTZ	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 1SP RST	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 2CX CUSTOM TRAIL BOSS	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 2FL LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 2LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18543	4WD CREW CAB 147" 3LZ HIGH COUNTRY	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 1LZ LTZ	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 1SP RST	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 2CX CUSTOM TRAIL BOSS	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 2LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18743	4WD CREW CAB 157" 3LZ HIGH COUNTRY	#N/A	#N/A	#N/A	#N/A	#N/A

SILVERADO 1500	CK18753	4WD DOUBLE CAB 147" 1CX CUSTOM	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18753	4WD DOUBLE CAB 147" 1LT LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18753	4WD DOUBLE CAB 147" 1SP RST	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18753	4WD DOUBLE CAB 147" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18753	4WD DOUBLE CAB 147" 2FL LT	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 1500	CK18903	4WD REG CAB 140" 1WT WORK TRUCK	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO 2500	CC20903	2WD REG CAB 142" 1WT	\$38,690.00	29.6%	\$27,249.80	\$68.12	\$27,317.92
SILVERADO 2500	CC20753	2WD DOUBLE CAB 149" 1WT	\$41,090.00	30.9%	\$28,410.20	\$71.03	\$28,481.23
SILVERADO 2500	CC20953	2WD DOUBLE CAB 162" 1WT	\$41,290.00	30.7%	\$28,599.40	\$71.50	\$28,670.90
SILVERADO 2500	CK20903	4WD REG CAB 142" 1WT	\$41,490.00	29.4%	\$29,288.60	\$73.22	\$29,361.82
SILVERADO 2500	CC20753	2WD DOUBLE CAB 149" 1CX	\$43,090.00	31.4%	\$29,558.00	\$73.90	\$29,631.90
SILVERADO 2500	CC20953	2WD DOUBLE CAB 162" 1CX	\$43,290.00	31.3%	\$29,741.00	\$74.35	\$29,815.35
SILVERADO 2500	CC20743	2WD CREW CAB 159" 1WT	\$42,890.00	29.3%	\$30,303.00	\$75.76	\$30,378.76
SILVERADO 2500	CC20753	2WD DOUBLE CAB 149" 1LT	\$44,790.00	32.3%	\$30,320.40	\$75.80	\$30,396.20
SILVERADO 2500	CK20753	4WD DOUBLE CAB 149" 1WT	\$43,890.00	30.6%	\$30,449.00	\$76.12	\$30,525.12
SILVERADO 2500	CC20943	2WD CREW CAB 172" 1WT	\$43,090.00	29.2%	\$30,492.20	\$76.23	\$30,568.43
SILVERADO 2500	CC20953	2WD DOUBLE CAB 162" 1LT	\$44,990.00	32.2%	\$30,501.60	\$76.25	\$30,577.85
SILVERADO 2500	CK20953	4WD DOUBLE CAB 162" 1WT	\$44,090.00	30.5%	\$30,638.20	\$76.60	\$30,714.80
SILVERADO 2500	CC20903	2WD REG CAB 142" 1LT	\$42,790.00	28.0%	\$30,800.40	\$77.00	\$30,877.40
SILVERADO 2500	CC20743	2WD CREW CAB 159" 1CX	\$44,890.00	30.1%	\$31,397.00	\$78.49	\$31,475.49
SILVERADO 2500	CK20753	4WD DOUBLE CAB 149" 1CX	\$45,890.00	31.3%	\$31,513.00	\$78.78	\$31,591.78
SILVERADO 2500	CK20903	4WD REG CAB 142" 1LT	\$45,590.00	30.8%	\$31,545.20	\$78.86	\$31,624.06
SILVERADO 2500	CC20943	2WD CREW CAB 172" 1CX	\$45,090.00	30.0%	\$31,580.20	\$78.95	\$31,659.15
SILVERADO 2500	CK20953	4WD DOUBLE CAB 162" 1CX	\$46,090.00	31.2%	\$31,696.20	\$79.24	\$31,775.44
SILVERADO 2500	CC20743	2WD CREW CAB 159" 1LT	\$46,590.00	31.0%	\$32,141.20	\$80.35	\$32,221.55
SILVERADO 2500	CK20753	4WD DOUBLE CAB 149" 1LT	\$47,590.00	32.2%	\$32,247.20	\$80.62	\$32,327.82
SILVERADO 2500	CC20943	2WD CREW CAB 172" 1LT	\$46,790.00	30.9%	\$32,322.40	\$80.81	\$32,403.21
SILVERADO 2500	CK20743	4WD CREW CAB 159" 1WT	\$45,690.00	29.2%	\$32,341.80	\$80.85	\$32,422.65
SILVERADO 2500	CK20953	4WD DOUBLE CAB 162" 1LT	\$47,790.00	32.1%	\$32,428.40	\$81.07	\$32,509.47
SILVERADO 2500	CK20943	4WD CREW CAB 172" 1WT	\$45,890.00	29.1%	\$32,531.00	\$81.33	\$32,612.33
SILVERADO 2500	CK20743	4WD CREW CAB 159" 1CX	\$47,690.00	30.1%	\$33,351.80	\$83.38	\$33,435.18
SILVERADO 2500	CK20943	4WD CREW CAB 172" 1CX	\$47,890.00	30.0%	\$33,535.00	\$83.84	\$33,618.84
SILVERADO 2500	CK20743	4WD CREW CAB 159" 1LT	\$49,390.00	31.0%	\$34,068.00	\$85.17	\$34,153.17
SILVERADO 2500	CK20943	4WD CREW CAB 172" 1LT	\$49,590.00	30.9%	\$34,249.20	\$85.62	\$34,334.82
SILVERADO 2500	CC20753	2WD DOUBLE CAB 149" 1LZ	\$52,890.00	28.3%	\$37,921.00	\$94.80	\$38,015.80
SILVERADO 2500	CC20953	2WD DOUBLE CAB 162" 1LZ	\$53,090.00	28.2%	\$38,102.20	\$95.26	\$38,197.46
SILVERADO 2500	CC20743	2WD CREW CAB 159" 1LZ	\$54,690.00	27.3%	\$39,741.80	\$99.35	\$39,841.15
SILVERADO 2500	CK20753	4WD DOUBLE CAB 149" 1LZ	\$55,690.00	28.4%	\$39,847.80	\$99.62	\$39,947.42
SILVERADO 2500	CC20943	2WD CREW CAB 172" 1LZ	\$54,890.00	27.3%	\$39,923.00	\$99.81	\$40,022.81
SILVERADO 2500	CK20953	4WD DOUBLE CAB 162" 1LZ	\$55,890.00	28.4%	\$40,029.00	\$100.07	\$40,129.07
SILVERADO 2500	CK20743	4WD CREW CAB 159" 1LZ	\$57,490.00	27.5%	\$41,668.60	\$104.17	\$41,772.77
SILVERADO 2500	CK20943	4WD CREW CAB 172" 1LZ	\$57,690.00	27.5%	\$41,849.80	\$104.62	\$41,954.42
SILVERADO 2500	CK20743	4WD CREW CAB 159" 3LZ	\$66,490.00	26.2%	\$49,049.60	\$122.62	\$49,172.22
SILVERADO 2500	CK20943	4WD CREW CAB 172" 3LZ	\$66,690.00	26.2%	\$49,230.80	\$123.08	\$49,353.88
SILVERADO 3500	CC30903	2WD REG CAB 142" 1WT	\$38,195.00	33.0%	\$25,585.00	\$63.96	\$25,648.96
SILVERADO 3500	CC30953	2WD DOUBLE CAB 162" 1WT	\$40,795.00	34.2%	\$26,856.60	\$67.14	\$26,923.74
SILVERADO 3500	CK30903	4WD REG CAB 142" 1WT	\$40,995.00	32.8%	\$27,539.80	\$68.85	\$27,608.65
SILVERADO 3500	CC30743	2WD CREW CAB 159" 1WT	\$42,395.00	32.7%	\$28,522.20	\$71.31	\$28,593.51
SILVERADO 3500	CC30943	2WD CREW CAB 172" 1WT	\$42,595.00	32.6%	\$28,705.40	\$71.76	\$28,777.16
SILVERADO 3500	CK30953	4WD DOUBLE CAB 162" 1WT	\$43,595.00	33.9%	\$28,811.40	\$72.03	\$28,883.43
SILVERADO 3500	CC30903	2WD REG CAB 142" 1LT	\$42,295.00	31.4%	\$29,000.60	\$72.50	\$29,073.10
SILVERADO 3500	CC30953	2WD DOUBLE CAB 162" 1LT	\$44,495.00	32.8%	\$29,883.80	\$74.71	\$29,958.51
SILVERADO 3500	CK30743	4WD CREW CAB 159" 1WT	\$45,195.00	32.6%	\$30,477.00	\$76.19	\$30,553.19
SILVERADO 3500	CK30943	4WD CREW CAB 172" 1WT	\$45,395.00	32.5%	\$30,660.20	\$76.65	\$30,736.85
SILVERADO 3500	CK30903	4WD REG CAB 142" 1LT	\$45,095.00	31.4%	\$30,927.40	\$77.32	\$31,004.72
SILVERADO 3500	CC30743	2WD CREW CAB 159" 1LT	\$46,095.00	31.6%	\$31,533.40	\$78.83	\$31,612.23
SILVERADO 3500	CK30953	4WD DOUBLE CAB 162" 1LT	\$47,295.00	32.7%	\$31,810.60	\$79.53	\$31,890.13
SILVERADO 3500	CC30943	2WD CREW CAB 172" 1LT	\$47,495.00	30.9%	\$32,801.80	\$82.00	\$32,883.80
SILVERADO 3500	CK30743	4WD CREW CAB 159" 1LT	\$48,895.00	31.6%	\$33,460.20	\$83.65	\$33,543.85
SILVERADO 3500	CK30943	4WD CREW CAB 172" 1LT	\$49,095.00	31.5%	\$33,641.40	\$84.10	\$33,725.50
SILVERADO 3500	CC30743	2WD CREW CAB 159" 1LZ	\$54,195.00	27.8%	\$39,134.00	\$97.84	\$39,231.84
SILVERADO 3500	CC30943	2WD CREW CAB 172" 1LZ	\$54,395.00	27.7%	\$39,305.20	\$98.26	\$39,403.46
SILVERADO 3500	CK30743	4WD CREW CAB 159" 1LZ	\$56,995.00	28.0%	\$41,050.80	\$102.63	\$41,153.43
SILVERADO 3500	CK30943	4WD CREW CAB 172" 1LZ	\$57,195.00	27.9%	\$41,232.00	\$103.08	\$41,335.08
SILVERADO 3500	CK30743	4WD CREW CAB 159" 3LZ	\$65,995.00	26.6%	\$48,441.80	\$121.10	\$48,562.90
SILVERADO 3500	CK30943	4WD CREW CAB 172" 3LZ	\$66,195.00	26.5%	\$48,623.00	\$121.56	\$48,744.56
SILVERADO 3500 CHASSIS	CC31043	2WD REG CAB 171" WB, 84.5" CA 1WT	\$37,495.00	34.7%	\$24,483.80	\$61.21	\$24,545.01
SILVERADO 3500 CHASSIS	CC31003	2WD REG CAB 146" WB, 60" CA 1WT	\$37,295.00	33.4%	\$24,820.60	\$62.05	\$24,882.65
SILVERADO 3500 CHASSIS	CK31043	4WD REG CAB 171" WB, 84.5" CA 1WT	\$40,295.00	34.4%	\$26,438.60	\$66.10	\$26,504.70
SILVERADO 3500 CHASSIS	CK31003	4WD REG CAB 146" WB, 60" CA 1WT	\$40,095.00	33.2%	\$26,775.40	\$66.94	\$26,842.34
SILVERADO 3500 CHASSIS	CC31043	2WD REG CAB 171" WB, 84.5" CA 1LT	\$41,495.00	33.1%	\$27,755.80	\$69.39	\$27,825.19
SILVERADO 3500 CHASSIS	CC31003	2WD REG CAB 146" WB, 60" CA 1LT	\$41,295.00	32.0%	\$28,094.60	\$70.24	\$28,164.84
SILVERADO 3500 CHASSIS	CC31403	2WD CREW CAB 177" WB, 60" CA 1WT	\$41,695.00	30.8%	\$28,851.00	\$72.13	\$28,923.13

SILVERADO 3500 CHASSIS	CK31043	4WD REG CAB 171" WB, 84.5" CA 1LT	\$44,295.00	33.0%	\$29,682.60	\$74.21	\$29,756.81
SILVERADO 3500 CHASSIS	CK31003	4WD REG CAB 146" WB, 60" CA 1LT	\$44,095.00	31.9%	\$30,021.40	\$75.05	\$30,096.45
SILVERADO 3500 CHASSIS	CK31403	4WD CREW CAB 177" WB, 60" CA 1WT	\$44,495.00	31.7%	\$30,377.80	\$75.94	\$30,453.74
SILVERADO 3500 CHASSIS	CC31403	2WD CREW CAB 177" WB, 60" CA 1LT	\$45,295.00	30.0%	\$31,718.60	\$79.30	\$31,797.90
SILVERADO 3500 CHASSIS	CK31403	4WD CREW CAB 177" WB, 60" CA 1LT	\$48,095.00	30.0%	\$33,645.40	\$84.11	\$33,729.51
SILVERADO MEDIUM DUTY	CC56043	2WD CREW CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CC56043	2WD CREW CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CC56403	2WD REG CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CK56043	4WD CREW CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CK56043	4WD CREW CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CK56403	4WD REG CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SILVERADO MEDIUM DUTY	CK56403	4WD REG CAB	#N/A	#N/A	#N/A	#N/A	#N/A
SPARK	1DR48	LS CVT 1SB	\$15,695.00	23.9%	\$11,946.40	\$29.87	\$11,976.27
SPARK	1DR48	LS MANUAL 1SA	\$14,595.00	17.9%	\$11,982.40	\$29.96	\$12,012.36
SPARK	1DS48	1LT CVT 1SD	\$17,595.00	22.4%	\$13,650.50	\$34.13	\$13,684.63
SPARK	1DS48	LT MANUAL 1SC	\$16,495.00	17.0%	\$13,688.50	\$34.22	\$13,722.72
SPARK	1DQ48	ACTIV CVT 1SH	\$18,695.00	20.8%	\$14,814.40	\$37.04	\$14,851.44
SPARK	1DQ48	ACTIV MANUAL 1SG	\$17,595.00	15.6%	\$14,852.40	\$37.13	\$14,889.53
SPARK	1DT48	2LT CVT 1SF	\$19,095.00	21.2%	\$15,053.00	\$37.63	\$15,090.63
SPARK	1DT48	2LT MANUAL 1SE	\$17,995.00	16.1%	\$15,091.00	\$37.73	\$15,128.73
SUBURBAN	CK10906	4WD 1FL	\$54,100.00	23.2%	\$41,566.60	\$103.92	\$41,670.52
SUBURBAN	CK10906	4WD LS 1LS	\$55,400.00	22.8%	\$42,757.40	\$106.89	\$42,864.29
SUBURBAN	CK10906	4WD LT 1LT	\$60,800.00	21.5%	\$47,703.80	\$119.26	\$47,823.06
SUBURBAN	CK10906	4WD Z71 2Z7	\$63,000.00	21.1%	\$49,719.00	\$124.30	\$49,843.30
SUBURBAN	CK10906	4WD RST 1SP	\$64,000.00	20.9%	\$50,635.00	\$126.59	\$50,761.59
SUBURBAN	CK10906	4WD PREMIER 1LZ	\$68,800.00	20.0%	\$55,031.80	\$137.58	\$55,169.38
SUBURBAN	CK10906	4WD HIGH COUNTRY 3LZ	\$75,700.00	19.0%	\$61,352.20	\$153.38	\$61,505.58
TAHOE	CK10706	4WD 4DR 1FL POLICE	\$53,095.00	25.0%	\$39,811.40	\$99.53	\$39,910.93
TAHOE	CK10706	4WD 4DR 1FL SSV	\$53,095.00	25.0%	\$39,811.40	\$99.53	\$39,910.93
TAHOE	CK10706	4WD 4DR 1FL	\$53,095.00	24.5%	\$40,061.40	\$100.15	\$40,161.55
TAHOE	CK10706	4WD 4DR LS 1LS	\$54,395.00	24.2%	\$41,252.20	\$103.13	\$41,355.33
TAHOE	CK10706	4WD 4DR LT 1LT	\$59,795.00	22.7%	\$46,198.60	\$115.50	\$46,314.10
TAHOE	CK10706	4WD 4DR Z71 2Z7	\$61,995.00	22.2%	\$48,213.80	\$120.53	\$48,334.33
TAHOE	CK10706	4WD 4DR RST 1SP	\$62,995.00	22.0%	\$49,129.80	\$122.82	\$49,252.62
TAHOE	CK10706	4WD 4DR PREMIER 1LZ	\$67,795.00	21.0%	\$53,526.60	\$133.82	\$53,660.42
TAHOE	CK10706	4WD 4DR HIGH COUNTRY 3LZ	\$74,695.00	19.9%	\$59,847.00	\$149.62	\$59,996.62
TRAILBLAZER	1TR56	FWD 4DR LS	\$22,795.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TS56	FWD 4DR ACTIV	\$26,895.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TT56	FWD 4DR RS	\$26,895.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TU56	FWD 4DR LT	\$24,995.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TV56	AWD 4DR LS	\$24,795.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TW56	AWD 4DR LT	\$26,995.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TX56	AWD 4DR ACTIV	\$28,395.00	#N/A	#N/A	#N/A	#N/A
TRAILBLAZER	1TY56	AWD 4DR RS	\$28,395.00	#N/A	#N/A	#N/A	#N/A
TRAVERSE	1NB56	FWD 4DR LS	\$34,895.00	30.6%	\$24,215.80	\$60.54	\$24,276.34
TRAVERSE	1NB56	FWD 4DR 1FL	\$35,195.00	30.0%	\$24,634.00	\$61.59	\$24,695.59
TRAVERSE	1NV56	AWD 4DR LS	\$36,895.00	29.4%	\$26,059.80	\$65.15	\$26,124.95
TRAVERSE	1NV56	AWD 4DR 1FL	\$37,195.00	29.1%	\$26,378.00	\$65.95	\$26,443.95
TRAVERSE	1NC56	FWD 4DR 1LT CLOTH	\$37,395.00	29.1%	\$26,520.80	\$66.30	\$26,587.10
TRAVERSE	1NC56	FWD 4DR 2FL	\$37,420.00	28.5%	\$26,769.90	\$66.92	\$26,836.82
TRAVERSE	1NW56	AWD 4DR 2FL	\$39,420.00	27.4%	\$28,613.90	\$71.53	\$28,685.43
TRAVERSE	1NW56	AWD 4DR 1LT CLOTH	\$41,195.00	27.1%	\$30,025.00	\$75.06	\$30,100.06
TRAVERSE	1NC56	FWD 4DR 3LT LEATHER	\$41,095.00	25.2%	\$30,742.60	\$76.86	\$30,819.46
TRAVERSE	1NW56	AWD 4DR 3LT LEATHER	\$43,095.00	24.4%	\$32,590.60	\$81.48	\$32,672.08
TRAVERSE	1NC56	FWD 4DR RS	\$45,395.00	26.0%	\$33,579.80	\$83.95	\$33,663.75
TRAVERSE	1NE56	FWD 4DR PREMIER	\$47,795.00	25.4%	\$35,649.40	\$89.12	\$35,738.52
TRAVERSE	1NW56	AWD 4DR RS	\$47,395.00	22.9%	\$36,532.80	\$91.33	\$36,624.13
TRAVERSE	1NX56	AWD 4DR PREMIER	\$50,395.00	24.0%	\$38,323.80	\$95.81	\$38,419.61
TRAVERSE	1NE56	FWD 4DR HIGH COUNTRY	\$52,395.00	21.3%	\$41,245.80	\$103.11	\$41,348.91
TRAVERSE	1NX56	AWD 4DR HIGH COUNTRY	\$54,595.00	22.0%	\$42,564.60	\$106.41	\$42,671.01
TRAX	1JR76	AWD 4DR LS	\$23,215.00	18.4%	\$18,947.68	\$47.37	\$18,995.05
TRAX	1JS76	AWD 4DR LT	\$25,015.00	17.5%	\$20,624.88	\$51.56	\$20,676.44
TRAX	1JU76	FWD 4DR LS	\$22,595.00	#N/A	#N/A	#N/A	#N/A
TRAX	1JV76	FWD 4DR LT	\$24,395.00	#N/A	#N/A	#N/A	#N/A

1. Criteria 1: Describe the type of Fleet discounts that would be available to all users within the State of Utah:

Dealer Response Here:

- 1- Dealer Discounts (Reduces price from MSRP to Fleet Sales Price)
- 2- Dealer/Mfr Order Discount (Advertising Discounts, Delivery Credits, Holdback, etc.)
- 3- Government Bid Assistance (Mfr Rebates and Incentives designated for use with Government entities)

2. Criteria 2: Describe your customer service process should any problems develop during the course of the purchase or ownership thereafter. What is the process for resolving customers concerns:

Dealer Response Here:

Young Automotive Group is committed to giving the customer an exceptional customer experience problem free. However if any problems arise the following is how we are committed to resolving all issues related to this process:

- Designated Government Representative will be responsive and work to diligently to resolve all issues in a satisfactory and timely manner.
- If the designated Government Representative is unable to resolve any problems in either a satisfactory or timely manner the matter may be escalated to Rick Bailey at 801-710-4401, Fleet Director.
- Manufacturer Warranty will be in place on all vehicles purchased and will apply at any Franchise Dealership in the end user's area.
- Dealer is committed to connecting end users directly to the manufacturer if needed and be a liaison from them to the manufacturer on any and all warranty claims.

3. Describe the type of warranty that is available. Are varying levels of extended warranties able to be purchased? Please describe any available extended warranty options

Dealer Response Here:

- Manufacturer warranties apply to all new vehicles purchased. The minimum warranty covers the entire vehicle from bumper to bumper for a minimum of 3 years or 36,000 miles. These warranties typically don't include wear and tear items like tires or brake pads, these standards and guidelines are set by the manufacturer and we follow these.
- Additional warranties may include tires, paint, corrosion, etc.
- Extended Warranties are available for purchase on all vehicles however pricing would have to be determined based on the following criteria: Length of Coverage, Services Covered, Miles, deductible etc. Special Government discounts and pricing would apply.

4. Describe the quality of the delivery process? Is the customer required to go to the dealership? Can you deliver the vehicle to a pre-determined location? Are there delivery fees associated with delivery

Dealer Response Here:

The delivery process is expected to be a "smooth" and timely process to get vehicles to the end users in the expected condition as quickly as possible.

Once a vehicle is delivered we will contact the end user and get any details pertinent to the deal like plating information and delivery information and make arrangements to get the vehicle to them. We offer delivery to any location in the state although if it is greater than 75 miles we inform the customer that there is a fee for delivery and give them the option to pick up the vehicles from the dealership or arrange their own transport.

Vehicles will be PDI'd, fueled and washed upon delivery. We can accommodate electronic signing of documents or physical documents whichever is preferred.

It is our commitment to deliver vehicles to the end users from the time the vehicles arrive at the dealership in a maximum of 7 days. The only exception to this would be infrequent extenuating circumstances that will be communicated immediately to the end user.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Kyle Stockley, Rail Infrastructure Manager

TITLE:

Contract: HVAC Overhaul on SD100 and SD160 Light Rail Vehicles (Merak North America LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Merak North America LLC. to overhaul the HVAC units on the light rail vehicles for a total of \$1,598,000.

BACKGROUND:

As part of the Light Rail Overhaul Program, the HVAC units on the light rail vehicles need to be overhauled. The contract would overhaul 2 HVAC units on each of the forty SD100 and SD160 light rail vehicles.

DISCUSSION:

UTA conducted a full and open competition using an Invitation for Bids (IFB). The winning bidder was Merak North America, LLC (Merak). Merak will provide the parts and labor to overhaul the HVAC units and all overhaul work will be performed at the Contractors' facility. UTA will be responsible for the removal and the reinstallation of the units.

The contract would be effective through 12/8/2023. The funding is covered by the Light Rail Overhaul program budget. The price is fixed at \$1,598,000.

CONTRACT SUMMARY:

Contractor Name:	Merak North America, LLC.
Contract Number:	21-03455
Base Contract Effective Dates:	12/15/2021 to 12/08/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$1,598,000 Firm Fixed Price
Procurement Method:	IFB-Low Bid
Funding Sources:	Light Rail Overhaul Program

ALTERNATIVES:

If we do not overhaul the HVAC units on the light rail vehicles, they will not operate as intended which will cause significant customer complaints and service delays.

FISCAL IMPACT:

This budget for this work is included in the 2021-2025 Capital Program

ATTACHMENTS:

Contract

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 21-03455

SD 100/160 HVAC Overhaul Kits

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

RECITALS

WHEREAS, on August 25, 2021, UTA received competitive Bids to provide the replacement parts specifically for the overhaul of the two different ThermoKing HVAC units used by UTA. UTA's SD 100 and 160 Light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training, and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in IFB 21-03455 (the "IFB"); and

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

WHEREAS, the SD 100/160 HVAC Overhaul kits IFB dated July 1, 2021, bid submitted by the Contractor in response to the IFB ("Contractor's Bid") was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

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

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 8, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Bid including, without limitation, all federal certifications (as applicable);
 3. 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 Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

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

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to UTA.
- c. Within thirty (30) days after delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. During such thirty (30) day period, UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract. If Contractor is unable or refuses to correct such Goods within a reasonable period of time from the date of receipt by Contractor of UTA's notice to defect, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. If UTA has not expressly accepted or rejected the Goods within such thirty (30) day period, the Goods shall be deemed accepted by UTA. Neither UTA's inspection of the production processes, production progress, or deemed acceptance, (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to dispute (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. Payment for all invoice amounts not specifically disputed by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants, for a period of two (2) years from the date that the Goods are delivered (the "Warranty Period"), that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that during the Warranty Period all Goods and Services shall be of the quality specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time during the Warranty Period, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are included in the scope of supply defined in Exhibit A and are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor's documentation and this Contract, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

All other warranties or conditions, express or implied, including without limitation, warranties of merchantability, non-infringement or fitness for a particular purpose are hereby disclaimed by contractor and its affiliates to the extent permitted by applicable law.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation assembly and installation drawings, specifications, manuals, and reports, shall become the property of UTA, except for any pre-existing intellectual property associated therewith but not paid for under the contract, which shall remain the property of Contractor, 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, no later than termination or expiration of this Contract. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables is, includes or incorporates the intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property solely for UTA's operation, maintenance, and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, 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 to the extent caused, or alleged to be caused, in whole or in part, by the negligent 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 Indemnatee, 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 negligence of UTA or the Indemnitees or any third party. The forgoing indemnity is the sole and exclusive remedy of UTA against Contractor and the sole and exclusive liability of Contractor to UTA for the cause of action giving rise to the indemnity obligation.

12. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum

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

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

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

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

Policy shall contain a waiver of subrogation against UTA.

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

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

- e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent reasonably approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA 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.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third party claims of any kind or nature whatsoever on account of the infringement of such third party's intellectual property rights by Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of non-payment by Contractor for any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within a reasonable period of time 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 reasonable 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 a reasonable period of time after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all reasonable costs incurred and expenditures made by UTA to satisfy such claim.

- c. The forgoing indemnities are the sole and exclusive remedy of UTA against Contractor and the sole and exclusive liability of Contractor to UTA for the causes of action giving rise to the indemnity obligation.

14. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. STANDARD OF CARE.

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

16. USE OF SUBCONTRACTORS

- a. Contractor shall give advance written notification to UTA of any proposed subcontract exceeding \$100,000 (not indicated in Contractor's Bid) negotiated with respect to the Work. UTA shall have the right to approve all such subcontractors, such approval not to be withheld or delayed 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 in accordance with the agreement between Contractor and its subcontractor.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that all subcontracts shall comply with all applicable laws

17. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with

all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to Contractor's performance under this Contract. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, except for any assignment to a parent, affiliate or subsidiary of Contractor which is the same legal entity as the contractor, and any attempted transfer in violation of this restriction shall be void.

20. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt, up to a maximum of 90 days, 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 comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

21. TERMINATION

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of 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 thirty (30) days written notice to cure such default:
 - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other 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.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) upon payment therefore, deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - 1. In the Scope of Services;
 - 2. In the Statement of Work or Specifications
 - 3. In the schedule or completion dates applicable to the Work.
- b. 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.
- c. A change in the Work described in subparagraphs 1 through 3 above 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. For changes which are out of scope i.e. not included in subparagraphs 1 through 3 above, mutual agreement is required. The Contractor shall not be responsible for performance under any out-of-scope Change Order until it has been mutually agreed and executed by the parties hereto.

- d. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
 1. The date, circumstances, and source of the change; and
 2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.
- e. Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within thirty (30) 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.
- f. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit 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 during normal working hours, upon prior written notice to Contractor, for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. No copies of requested records shall be furnished to UTA or designated audit parties.

24. FINDINGS CONFIDENTIAL

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors, or UTA under this Contract are considered

confidential and shall not be made available to any person, organization, or entity without consent in writing from the other party.

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

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

25. **PUBLIC INFORMATION**

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

26. **PROJECT MANAGER**

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

27. **CONTRACT ADMINISTRATOR**

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

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Jolene Higgins
 669 West 200 South
 Salt Lake City, UT 84101
 jhiggins@rideuta.com

If to Contractor:

Merak North America, LLC.

ATTN: Account Manager, Logan White
 1 Arthur Peck Drive
 Westminster, MD 21157
 Logan.White@knorrbrake.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. Except for an action for injunction or other interlocutory relief, no party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley/Merak's Project Manager, Paul Vartz	Five calendar days
UTA's Director of Asset Management David Hancock/Merak's Director of Rail Services, Derek Hurst	Five calendar days
UTA's Contractor's Chief Service Development Officer Mary DeLoretto/Merak's Corporate Council, Jason Stansbury	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.

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY 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 reasonable costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Except for the obligation to pay amounts when due, neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, pandemic and any other cause which are beyond that party's reasonable control.

36. **NO THIRD PARTY BENEFICIARIES**

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

37. **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.

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. **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.

40. **SALES TAX EXEMPT**

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

41. **SURVIVAL**

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

This space intentionally left blank

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

UTAH TRANSIT AUTHORITY:

By _____
Mary DeLoretto
Interim Executive Director
Date: _____

By _____
David Hancock
Director of Asser Management
Date: _____

Approved as to Content and Form
DocuSigned by: _____ 11/19/2021
Mike Bell

Mike Bell
Assistant Attorney General

UTA Counsel

Reviewed & Recommended

DocuSigned by: _____ 11/19/2021
Kyle Stockley

Kyle Stockley
Rail Infrastructure Project Manager

UTA Project Code: SGR040

MERAK NORTH AMERICA, LLC:

By _____
Derek Hurst
Director, Rail Services
Date: 11/22/2021

Exhibit A

Scope of Work

1. Overhaul of HVAC Units

- a. General - UTA has in operation 23 SD100 and 17 SD160 Siemens light rail vehicles (LRVs) outfitted with ThermoKing unitized HVAC units utilizing R-407C refrigerant. Each LRV is provided with two roof-mounted units. Contractor shall overhaul HVAC units including replacement parts.
- b. HVAC overhaul scope of work to include the cleaning, disassembly, refurbishment, repair (as necessary) and testing of the HVAC units. The Contractor will be provided with a maximum of 4 HVAC units at any one time. To the extent possible, shipments to and from UTA will be in sets of 2 HVAC units. The overhaul procedure shall be as specified in section e of the IFB. UTA personnel shall be responsible for the removal and installation of the HVAC units and any associated components from the vehicles. All mounting hardware and fasteners shall also be sourced and fitted by UTA except as otherwise specified. Shipping costs to and from UTA's facility shall be the responsibility of the Contractor. See Section j of the IFB for additional information.
- c. Overhaul Activities - On receipt, each HVAC shall undergo a thorough inspection and testing process to ascertain the condition of the unit prior to the commencement of any overhaul activities. APTA-RT-VIM-RP-04-02 shall be used as a guide for the receiving inspection. The Contractor shall perform a functional test of the unit to confirm proper operation prior to beginning any disassembly work. It is the responsibility of the Contractor to change any defective item that is required, whether or not the part is listed in the OEM manuals.
 - 1) Any out of scope work identified shall be brought to the attention of UTA before any remedial work is undertaken.
 - 2) All additional costs of repair or replacement not included in the midlife overhaul scope must be approved by UTA in writing on a case-by-case basis.
- i. During the overhaul process all parts shall be inspected for cracks, breaks and any obvious physical damage.
 - 1) Inspect all wires and terminals for any obvious physical damage. If found, replace defective wire or terminals.
 - 2) Inspect hinges and latches for bends or wear. If found, replace defective hinge or latch.
 - 3) Inspect for missing or damaged decals and replace as required.
 - 4) Report any other damage to UTA for disposition.
- ii. All gaskets, sealing compounds, o-rings, and other elastomeric components shall be replaced with new.
- iii. The Contractor shall reassemble the HVAC unit in accordance with the OEM procedures.

- d. Testing and Final Inspection - The Contractor shall ensure that the refurbished HVAC unit is functioning and operating properly, was inspected, measured, repaired, and painted according to the procedures mutually agreed upon with UTA. The Contractor shall utilize a test set-up for the HVAC unit simulating operation as if installed on the vehicle.
- 1) Operation of the unit shall include all phases of heating and cooling.
 - 2) Simulated signals shall be generated using an HVAC portable test unit.
- i. Each overhauled unit shall be operated for one hour cycling through all heating and cooling modes as a burn-in test prior to shipment.
 - ii. Each overhauled HVAC unit must bear a stamp or tag identifying the overhaul date.
- e. Documentation - Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:
- | | |
|---|---------------------------------|
| 1) Project Schedule | NTP + 30 days |
| 2) Quality Assurance Plan | NTP + 30 days |
| 3) Receiving Inspection and Test Procedures | NTP + 30 days |
| 4) First Article Inspection Plan | NTP + 60 days |
| 5) Pre-shipment Inspection and Test Procedures | NTP + 60 days |
| 6) Shipping preparation and securement procedures | NTP + 60 days |
| 7) Detailed work procedures | NTP + 30 days |
| 8) Inspection and Test Reports | 5 days prior to Shipment to UTA |
- i. A Quality Control Log Sheet for each HVAC unit overhauled. The sheets must be used to record all inspection and test data and must accompany the HVAC unit from receipt through return to UTA.
 - 1) At a minimum, the log sheet must include the serial number of the HVAC unit, test and inspection procedures and results, dates on which the inspection or test was conducted, and identification of the individual responsible for the work.
 - 2) The sheet must reserve space for the inspector/tester to enter comments for clarification or unusual conditions.
- f. Quality Requirements - The Contractor shall include the Option work in the Quality Assurance plan described in Section h of the IFB. Upon prior written notice to Contractor, UTA shall have the right, during normal business hours, to inspect the Contractor's repair shop and any repaired HVAC before it is returned to UTA. UTA shall also have the right to witness any repairs performed on the unit assembly. The Contractor shall notify UTA when repair work will be performed, and when the first unit assembly is ready and available for First Article Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections. The Contractor shall successfully complete a quality inspection and functional test each unit before the unit is returned to UTA.

Exhibit B

Price

Overhaul of HVAC Units including parts	QTY	Firm Fixed Price (each)	Extended Firm Fixed Price
SD100	46	\$19,975.00	\$918,850.00
SD160	34	\$19,975.00	\$679,150.00

Contractor shall invoice UTA when each completed HVAC unit is received by UTA

All shipping costs included in the price above.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Todd Provost, Director of Capital Development
Hal Johnson, Manager of Project Research and Development

TITLE:

Contract: Final Design for Midvalley Connector (Jacobs Engineering)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute a design contract and associated disbursements with Jacobs Engineering for the Midvalley Connector Project in the amount of \$1,759,534.

BACKGROUND:

Taylorsville City currently has a contract with Jacobs Engineering to complete the design and produce an advertising set of plans for the Midvalley Connector BRT project. A decision was made to obtain a federal grant for the project and have UTA manage Jacobs Engineering. Jacobs, under their contract with Taylorsville, completed 60% design plans. The balance of the contract between Jacobs and Taylorsville was used to update the environmental document. A new design contract signed between UTA and Jacobs Engineering will progress the design from 60% to an advertising project.

DISCUSSION:

A designer needs to be procured to progress the project to 100% design and produce an advertising package for construction in 2022. Jacobs has completed 60% of the design for the Midvalley Connector BRT project under a contract with Taylorsville City. The UTA Sole Source Board approved this contract as a sole source to Jacobs based on their prior work on the project.

CONTRACT SUMMARY:

Contractor Name:	Jacobs Engineering
Contract Number:	21-03502BM
Base Contract Effective Dates:	Dec 2021-Dec 31, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$1,759,534
Procurement Method:	Sole source
Funding Sources:	UTA and Partner funds

ALTERNATIVES:

Conduct a new procurement. This would delay the project and likely add project construction cost escalation due to inflation.

FISCAL IMPACT:

Funds are budgeted for in the 2021 and 2022 UTA capital budgets

ATTACHMENTS:

Contract

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #21-03502BM Mid-Valley Bus Rapid Transit Design

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 JACOBS ENGINEERING GROUP, INC., a State of Delaware Corporation (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for completion of Mid-Valley Bus Rapid Transit (BRT) Design; and

WHEREAS, Consultant qualified as a sole source provider for this project because it had partially completed the Mid-Valley BRT design under as former contract with Taylorsville City; and

WHEREAS, On September 13, 2021 , UTA issued a notice of intent to make a sole source award to Consultant which invited interested parties to submit proposals to perform the services described in the notice; and

WHEREAS, There being no firms that objected to the proposed sole source award or expressed an intent to provide a proposal for design completion, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work; and

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules,

- d. ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- e. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- f. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, 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 Consultant.

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. Consultant shall complete all Work no later than December 31, 2022. This mutually agreed upon completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant 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 Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent

document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's SOLE SOURCE 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 consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant

shall not be entitled to rely on any other manner or method of direction.

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

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

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

9. **INVOICING PROCEDURES**

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant 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 Consultant under the Contract. Payment for all invoice amounts

not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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

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

11. **USE OF SUBCONTRACTORS**

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

12. **KEY PERSONNEL**

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

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to

this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

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

14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

If Consultant(a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any 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 Consultant 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 Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available

CONTRACTOR'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 - C. Information developed by or in the custody of Consultant before entering into this Contract;
 - D. Information developed by Consultant 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.**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). 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**

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") asserted by third parties for personal injury (including death) and/or property damage, brought or made against or incurred by any of the Indemnitees, to the proportionate extent resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant 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 Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, 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 Indemnatee, 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 Consultant 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 the 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 limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability Stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements provided that the coverage is written on a "following form" basis.

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 included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subcontractor is exempt under UCA, AND when such Consultant 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, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed

to include the following provisions:

1. 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 (except for Professional Liability and Worker's Compensation policies) with respect to all other available sources.
 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA (except for Professional Liability Insurance). Contractor's insurance shall be primary (except for Professional Liability and Worker's Compensation) with respect to any insurance carried by UTA. Consultant 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 insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. 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 Consultant, 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 include 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-Consultant policies.

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

20. **OTHER INDEMNITIES**

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

21. **INDEPENDENT Consultant**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director of Supply Chain/Contractor's [SECOND LEVEL]	Five calendar days
UTA's Chief Finance Officer/Contractor's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

of such courts.

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Brian Motes

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 Consultant:

Jason Phillips

6440 S. Millrock Dr, Suite 300,

Holladay, Utah 84124

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

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

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

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

34. **SEVERABILITY**

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

35. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **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.

i. **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 _____

Name _____

Title _____

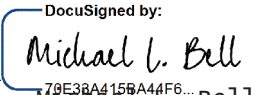
Date _____

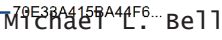
By _____

Name _____

Title _____

Date _____

By  _____

Name  _____

Title Utah Assistant Attorney General

Date 11/19/2021

UTA Legal Counsel

JACOBS ENGINEERING GROUP, INC.:

By  _____

Name Jeanne Work

Title Operations Leader

Date 11/18/2021

By N/a - not applicable

Name _____

Title _____

Date _____

Exhibit A

Midvalley Connector BRT Final Design

EXECUTIVE SUMMARY

The purpose of the project is to provide design services for a new bus rapid transit (BRT) facility from Murray City through Taylorsville City into West Valley City. Initial work on this project was advanced under a Taylorsville project/contract, primarily an environmental assessment and initial design, which are detailed below. The final design portion of this scope was carried forward from the Taylorsville City project/contract, with some scope additions at the request of Utah Transit Authority (UTA).

An Environmental Assessment was prepared for the BRT facility from Murray Central TRAX Station to the Salt Lake Community College (SLCC) Redwood Campus, then to West Valley Central TRAX Station. Final design for this project was initiated for this project in 2019, with design progression on many elements reaching the 60% level. Other elements are not as advanced or are at a concept level. The scope of services for this contract is to complete the design, prepare an advertisement package for the entire project and provide design support during construction. The project includes dedicated BRT lanes, center stations and a complete street, urban designed corridor along 4500/4700 South, west of I-15 from East Atherton Drive to Redwood Road, a new transit hub at SLCC, new stations and reconfiguration of the Murray Central and West Valley TRAX Stations to accommodate BRT. The rest of the route BRT busses will travel in mixed traffic flow and be served by side stations.

PROJECT ASSUMPTIONS AND UNKNOWNNS

The scope includes (task numbering is maintained from initial Taylorsville City design contract):

- Task 1: Project management
- Task 2: Stakeholder and Public Outreach
- Tasks 5: Survey and Mapping
- Task 7: Geotechnical
- Task 8E: Design for Advertisement
- Task 10: Utilities
- Task 11: Right of Way
- Task 12B: Stations and Transit Plazas
- Task 13: Design Services During Construction

General Assumptions:

- Branding will be done by the UTA and cities.
- Station names shown in the plans are for design reference. Final station names will be determined by UTA with input and collaboration from stakeholders.
- Station design completed to date will not be used. New center and side station designs will be developed and used as a typical BRT Station for future UTA BRT systems.
- Assume platform height and sizes for this project are set.
 - Estimated design hours are based on no changes to platform dimensions or platform height (this project is not level boarding).
- Right of way lines developed in the initial design and presented in the Environmental Assessment will be used for acquisition. UTA has indicated no changes to these right of way lines will be made; therefore, station and transit plaza configuration design will be limited to the space available.
- SLCC Hub Design is at a 90% level; assume no design changes. Effort in the estimate is for minor revisions and preparing the design to be included in the project advertisement package
- West Valley Central Station is at a concept level
- Stations at 4700 S and 2700 W and Vine St are at a concept level
- Civil design elements (roadway, drainage, signing, striping, retaining walls, signals, etc..) are at a 60% level.
- Box culvert extension design is at a 30% level (Type Selection Report)
- ATMS/fiber will be project wide, design has not started
- Utility design level varies, most locations beyond 30%, but not at 60%

- Design schedule is eight months.

TEAM

- Jacobs (project management; Murray to and including SLCC segment: project wide: stations, landscaping, ATMS/fiber, retaining walls and support for public outreach)
- Avenue (from SLCC to West Valley segment)
- KCI (utilities)
- ESI (survey and right-of-way)
- Terracon (geotechnical)

Final Design Scope of Work

TASK 1: PROJECT MANAGEMENT

Objective: Prepare for and hold weekly internal design team meetings. Weekly project management meetings will be held with the UTA, attended by the Jacobs Project Manager. Monthly stakeholder committee meetings are included as part of Task 2.

Deliverables:

- Meeting minutes
- Schedule updates
- Invoicing

Tasks and Assumptions:

- 8-month schedule
- Monthly invoicing
- Monthly schedule and budget dashboard updates
- Maintenance of a risk register

TASK 2: STAKEHOLDER AND PUBLIC OUTREACH

Objective: Work with UTA and project stakeholders to continue implementation of the public involvement plan developed during Phase 1. This task also includes misc. project support to UTA and overall support for project readiness.

The project steering committee will continue to meet monthly and include the following participants:

- City of Taylorsville
- Murray City
- West Valley City
- Utah Department of Transportation (UDOT)
- UTA
- Wasatch Front Regional Council (WFRC)
- SLCC
- Salt Lake County

Deliverables:

- Maintain stakeholder database
- Project-branded website
- Meeting minutes

Tasks and Assumptions:

- Maintain a stakeholder/public database, project-branded website and email.
- Organize and facilitate monthly steering committee meetings, including preparation of meeting materials.
- Support and preparation for up to three (3) city council updates as needed; one for Taylorsville, Murray and West Valley City, including preparation of presentations/materials; up to one (1) Jacobs staff member will attend each meeting.
- Jacobs PM to attend business outreach meetings, which will include up to 4 one-hour one-on-one meetings targeted directly

businesses and/or neighborhoods directly adjacent to the BRT alignment.

- Overall BRT system branding will be developed by stakeholders (i.e., UTA and cities).

TASK 5: SURVEYING AND MAPPING

Objective: Provide survey and mapping for design services to supplement data already collected in 2016-2019.

ESI will utilize existing project control and the exiting topography (ExTopo) developed by ESI engineering in 2016-2019.

ESI will perform topographic survey, map utility data marked by KCI, and determine existing right of way within the following areas:

- At the intersection of Sunstone Road and Murray-Taylorsville Rd.
- Assume 50' on all legs, 10' beyond apparent right of way.

ESI will collect UAS Drone Survey of the corridor for high-resolution photogrammetry of current conditions to visually identify any changes that were made after the original topographic survey.

See attached Scope of Services provided by ESI for assumptions and associated deliverables.

Deliverables:

- Survey point data and .dgn files (extopo, points and dtm)
- Orthometric drone imagery
- Provide all SUE location data to KCI for their use

Tasks and Assumptions:

- Assume survey control sheets produced for UDOT's Redwood Road project will be used for work called out on SLCC Campus

TASK 7: GEOTECHNICAL

Objective: Field exploration and data for fifty-two borings and three test pits is complete and a draft geotechnical report produced. Field exploration is still needed at West Valley Central Station and SLCC. Geotechnical investigations include sufficient field and laboratory work (including borings, test pits, soil tests, subsurface investigations, and laboratory testing as needed) for the preparation of station platform design. Provide support and review of the project plans and specifications for site preparation, foundation, and pavement construction.

Terracon will complete remaining field work, update and finalize the geotechnical report
Produce soil data sheets associated with the box culvert extension.

See attached Scope of Services provided by Terracon for assumptions and associated deliverables.

Assumptions:

- No pavement design is included, assume to match existing pavement.

TASK 8: DEVELOP PLANS

Objective:

Scope for developing plans, specifications and engineers estimate for advertisement.

Task 8E: Develop Advertisement Plans

Objective: Address comments provided at 60% comment review meeting associated with the previous Taylorsville design contract, finalize the design and compile an advertisement package including plans, specifications and an engineer's estimate for final review.

Tasks and Assumptions:

- Design will conform to UTA's 2014 BRT Design Criteria and current UDOT standards.
- Active transportation and streetscape designs will be consistent with the concepts developed in Phase 1, adopted/existing active transportation and streetscape plans for Murray, West Valley, and SLCC. AASHTO and NACTO design guides will also be used for active transportation design elements.
- The North Jordan Canal box culvert will be lengthened on the north side; the existing culvert will remain in place. Follow UDOT's SDDM process.
 - Address TSR comments and obtain UDOT approval
 - Finalize situation and layout sheet and obtain UDOT approval (3S1,3S2)
 - Design and Detail Culvert (3S6)

- Complete structure documents and obtain UDOT approval (4SM, 4S4)
- Planting and Irrigation plans will be limited to the new landscape areas within the ROW along the complete street section of 4700 S between East Atherton Drive and Redwood Road. Final permits will not be prepared as part of this contract.
- Incorporate comments from 60% design review and UTA constructability review
- Finalize design for roadway, drainage, signing, striping, signal, lighting, culvert extension and utility relocations
- Develop removal plans
- Develop detail for each station
- Finalize landscaping and urban design elements
 - Irrigation design is at a 30% level
- Generate final project documents – Plans, Specifications, Measurement & Payment, Acceptance and Documentation; compile into advertising package(s); assume one advertising package
- Calculate quantities and develop Engineers Estimate
- Design ATMS to provide station communications along the entire route
- Complete Jacobs QC process and documentation
- MOT plan will not include traffic control design
- Based on 60% coordination meetings provide communications system design, including PIS, TVM and cameras
- Electrical power design for stations and hubs
- Lighting designs for stations and site lighting, parking lots
- Design Electric bus charging stations. One future and one existing at both West Valley Central and Murray Central Stations.
- Design restroom facilities at Murray Central and SLCC HUB (prefabricated three room building)
- Coordinate design with UTA Operations, Fares, Maintenance, and UTA customer experience team
- Check ADA compliance of facilities at Murray Central as they tie into project. (Presume compliance)
- Integrate the 90% SLCC HUB plans into the project. Allow for overhead building at the HUB.
- Design Traffic Signal at intersection of Murray Taylorsville Road and Sunstone Road (Maintained by County)
 - Complete signal warrant and timing analysis considering existing signal at 500 West
 - Design approach is to stay within the existing ROW. Including modifying the curb and gutter location at the intersection to match the east leg, to provide space for the signal equipment.
- Produce Certifiable Items list and verify each item with signatures
- Verify implementation of the preliminary hazard analysis into the plans.
- 60% design review associated with the Taylorsville contract has occurred, resubmittal of these design elements is not included
- To accommodate the 8-month design schedule, UTA will complete design package reviews within 2 weeks.

Deliverables:

- 30% and 60% review packages will be limited to the following project elements
 - Station design (canopy system and platform element layout)
 - Box culvert extension
 - WVC hub; 4700 S 2700 W and Vine St side stations
- 90% (PS&E) review for all project elements
- MOT plan
- Bid Item List
- Quantities
- Updated cost estimate (Engineer's Estimate)
- Advertisement bid package

TASK 10: UTILITIES

Objective: Locate utilities within the previous limits completed in 2019 to confirm the information in the exutil file and update the information. Assist UTA to determine methods of resolution for utilities that will be affected by the proposed construction. Develop designs of the agreed relocations or other work including all calculations, plans, details, and quantities and coordinate this effort with the utility owner.

See attached Scope of Services provided by KCI for assumptions and associated deliverables.

Deliverables:

- Utility conflict matrix
- Existing utility file
- Utility plans

- Design for relocated wet utilities

Tasks and Assumptions:

- Update utility plans with utilities installed after utility data collected in 2019 and new information at West Valley Central Station 4700 S 2700 W Station and the new signal at Sunstone
 - Utility plans for project wide fiber installation will be Quality Level D
- Design efforts for dry utilities requiring relocation will be supplied by the utility owner. Limits of conflict and location for relocated utility will be provided by the designer.
- Waterlines and sewer line along 4700 South are adequately deep and will not require relocation due to widening and construction of the pavement section.
- Design efforts for wet utilities requiring relocation will be provided by the design team.
- Assume details for waterline loops will be provided by owner for conflicts with storm drain.
- Design will include raising lids, boxes and valves, etc. to grade.
- Coordination with Rocky Mountain Power for Load Centers for the BRT stations.

TASK 11: RIGHT-OF-WAY

Objective: Establish right-of-way requirements, ownership of each property acquisition and prepare maps/figures for each individual property. Support UTA to shepherd the submittal, review and approval of ROW documents through the UDOT process and also support UTA's ROW team during the appraisal and negotiations of the acquisition process by producing figures, meeting with property owners.

See attached Scope of Services provided by ESI for identifying existing right-of-way and property lines, assumptions and associated deliverables.

Deliverables:

- Existing right-of-way and property lines in the vicinity of proposed improvements and stations
- Right-of-way needs showing acquisition and easement limits necessary to complete the project
- Map and/or figures showing the right-of-way requirements (ownership, acquisition areas)
- Develop right-of-way plans and documents

Tasks and Assumptions:

- Impacted parcels are identified in the September 2021 Midvalley Connector Environmental Assessment (acquisition on 34 parcels and 75 temporary construction easements).
- Assume one parcel impacted at intersection of Sunstone Rd and Murray-Taylorsville Expressway (includes acquisition and temporary construction easement)
- Assume right of way documents for 76 parcels to follow UDOT Right of Way development standards
- Support UTA's ROW acquisition team during negotiation and appraisal processes, assume on half (38) the parcels

TASK 12: STATIONS AND TRANSIT PLAZAS

Objective: Engineer and design the layout and aesthetics of each station based on a concept to be developed with UTA and the station location and park-and-ride layouts developed as part of the 2021 EA and the *Taylorsville Expressway BRT Master Plan*. This will establish the final design intent by developing the final scale, character, relationships, estimate and appearances of all elements in the conceptual site/landscape development plan.

The design team will implement pedestrian and bicycle connections to adjacent properties, destinations and trails as shown in the 2021 EA. These Improvements include: sidewalks, bike paths, multi-use paths and enhanced crosswalks.

Task 12B: Stations and Transit Plazas 100% Design

Deliverables:

- 30%, 60% and 100% station shelter and platform design for:
 - Three transit hubs (Murray Central, SLCC, WVC Central)
 - Three center stations on 4500/4700 S
 - Nine pairs of side stations (Vine St, Murray Blvd, Sunstone, Monte Vista, Golden Living, 4700 S 2700 W, State Complex, 2700 W 4100 S, 2700 W 3800 S)

Tasks and Assumptions:

- Develop standard BRT UTA stations for the project that will be used on other BRT projects.

- New station design will be developed. Current 60% plans will be replaced with new concepts and redesigns.
 - Assume a maximum of three concepts will be evaluated. Jacobs will host a station kickoff meeting with UTA staff to discuss and develop ideas for the three concepts
 - Jacobs will meet with UTA staff every two weeks to review progression on the development of the three concepts
 - Assume a maximum of six weeks for UTA to evaluate and select a concept to be designed
 - Assume the station meetings will be in an online format
 - Selected design concept will be applied to establish design for center and side stations
 - Assume shelters will be conventional and accessible by walking up
- The individual shelter designs will use the same column, roof, materials and furnishings with minor variations on the size and placement based on the specific site conditions.
- Station locations remain unchanged from the locations shown in 2021 Environmental Assessment

TASK 13: DESIGN SERVICES DURING CONSTRUCTION

Objective: Provide support services during the construction period performed under UTA staff.

Deliverables:

- RFI responses
- Design Changes

Tasks and Assumptions:

- Jacobs to provide responses to Contractor-generated Requests for Information (RFI), design, clarifications, corrections, revisions, supplemental drawings, specifications, updates, and decisions as required and requested by the resident engineer within the time allotted by the resident engineer so as not to delay construction or procurement, and in no case in more than five working day of said request from the resident engineer.
- Prepare design changes and designs requested by UTA during the course of construction in a timely fashion so as not to delay construction
- Assist in the review of product submittals and shop drawings; and assist UTA with the timely preparation of documents
- SITE SAFETY; CONTRACTOR MEANS AND METHODS. The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work
- UTA has indicated that a majority of the Services During Construction effort will be covered by UTA and/or Program Management staff. The level of effort for design Services During Construction is assumed to be 200 hours. If more hours are required to complete support services, additional hours will be added via a contract modification.

Exhibit B**FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE**

The contract will be for a Not to Exceed price amount of **\$1,759,533.22**.
 Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager.

DETAILED PRICING WITH DETAILED EFFORT AND HOURS

JACOBS Estimate Summary Midvalley Connector Final Design 10/25/2021		
	Hours	Estimated Cost
Project Management	628	\$118,497.16
Stakeholder & Public Outreach	72	\$17,445.66
Surveying and Mapping ESI	0	\$0.00
Geotechnical Terracon	0	\$0.00
Develop Advertisement Plans (90% & 100% submittals)	3,805	\$489,543.08
Utilities	784	\$95,389.12
Right of Way	40	\$11,292.83
Stations and Transit Plazas	2,012	\$321,943.89
Design Support During Construction	200	\$35,898.20
Subtotal		\$1,090,009.94
Subconsultants		
Avenue		\$329,242.06
ESI maps and deeds for acquisition		\$229,854.88
KCI		\$95,166.34
Terracon		\$14,700.00
Total subconsultants		\$668,963.28
Direct Costs		\$560.00
DESIGN FEE TOTAL		\$1,759,533.22

Exhibit C

FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Consultant shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Consultant agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Consultant shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Consultant agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Consultant agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

CHANGES TO FEDERAL REQUIREMENTS

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

CIVIL RIGHTS REQUIREMENTS

In accordance with Federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal

Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

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

CLEAN AIR [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Consultant agrees that it will not use any violating facilities. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

DEBARMENT AND SUSPENSION [Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that

its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (vi) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Consultant must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Consultant is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Consultant nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Consultant to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Consultant achieves compliance with respect to these requirements and/or (iv) disqualifying Consultant from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is race neutral. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Consultant is required to document sufficient DBE participation to meet the applicable goal. If Consultant is unable to meet the applicable goal, Consultant must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Officer's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Consultant contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and Consultant groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Consultant shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Consultant shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Consultant is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Consultant may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Consultant shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Consultant has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Consultant shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Consultant shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Consultant shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

ENERGY CONSERVATION

Consultant shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Consultant to the extent the US Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Consultant, to the extent the federal government deems appropriate.

Consultant shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Consultant shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

LOBBYING [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

PATENT RIGHTS AND RIGHTS IN DATA [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Consultant shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved

the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the federal government. Without the copyright owner’s consent, the Federal Government may not extend its federal license to any other party.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Consultant using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Consultant agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Consultant shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

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

(5) Data developed by Consultant and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Consultant identifies those data in writing at the time of delivery of the Contract work.

(6) Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

RECYCLED PRODUCTS

Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

UTA and Consultant intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such

disputes by appropriate management level officials within UTA and Contractor's organization.

Unless otherwise directed by UTA, Consultant shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Consultant arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

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

SEISMIC SAFETY [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Consultant agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Consultant shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Domestic Preference

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

For purposes of this Contract, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.

- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
 - a. Huawei Technologies Company
 - b. ZTE Corporation
 - c. Hytera Communications Corporation
 - d. Hangzhou Hikvision Digital Technology Company
 - e. Dahua Technology Company
 - f. Any subsidiary of the above listed entities.

TERMINATION

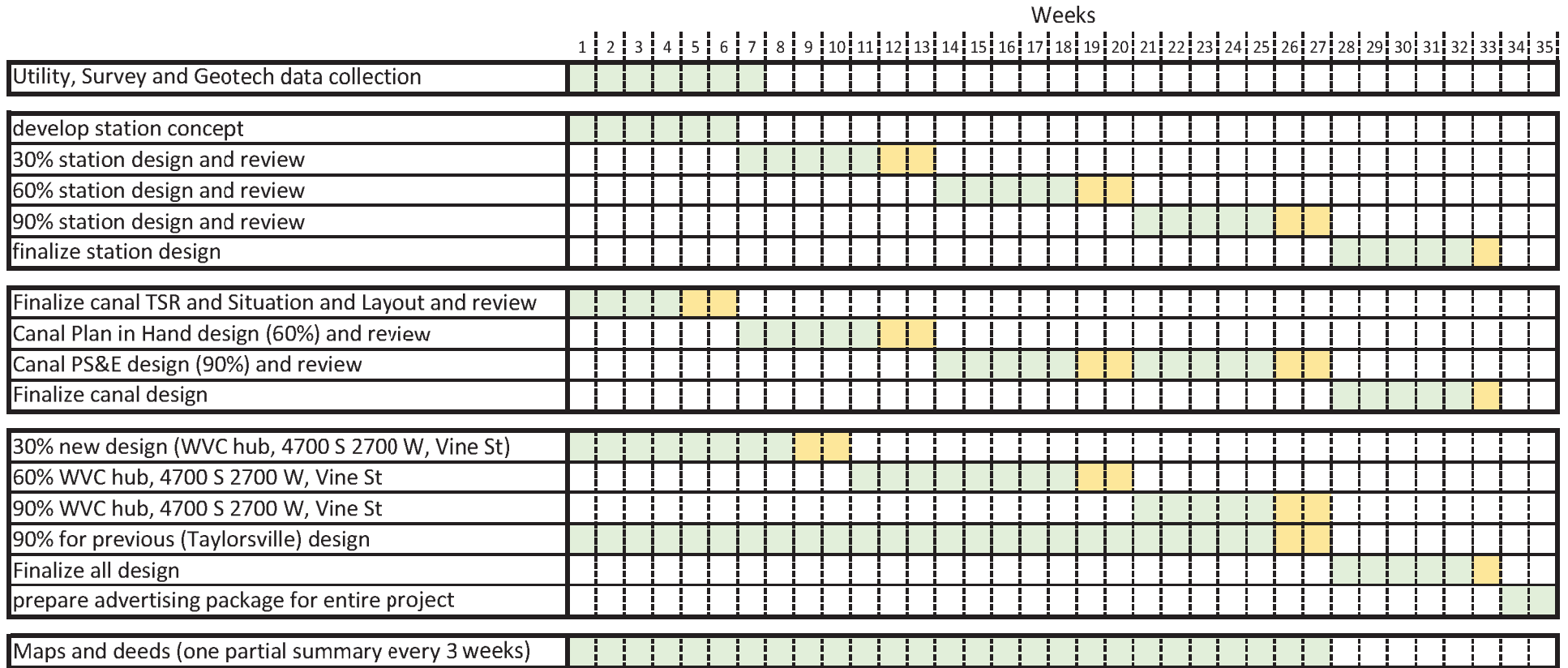
Upon written notice to Consultant, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding

consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

UTA may terminate this contract in whole or in part, for UTA's convenience or because of the failure of Consultant to fulfill the contract obligations. UTA shall terminate by delivering to Consultant a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

Accept Terms of Clauses *Juanne J. Work* Date 11/18/2021
Company Name Jacobs Engineering Group Inc.
Federal I.D. No. 95-4081636

Exhibit D Midvalley BRT Final Design Schedule (8 months)



Legend

Design Period

Review Period



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

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

TITLE:

Change Order: Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride Modification No. 5 (Tooele County Health and Aging Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve one-year extension and authorize Executive Director to execute contract amendment 5 and associated disbursements with Tooele County Health and Aging Services for route deviation and on-demand service in the amount of \$756,849.

BACKGROUND:

UTA has contracted route deviation and on-demand service in the Tooele County area for many years. During this time Tooele County Health and Aging Services has been the primary contractor and has proven to be a good partner. Tooele County Health and Aging Services is familiar with UTA processes, policies and expectations and will continue to provide excellent service in Tooele County. Staff is confident the contractor will continue meeting or exceeding service expectations.

DISCUSSION:

UTA staff is requesting approval of one-year contract extension with Tooele County Health and Aging Services to provide route deviation and on-demand service in the amount of \$756,849. This is a one-year extension to the contract which will bring the total contract amount to \$4,058,568. The effective date of this contract extension will be January 1, 2022 through December 31, 2022. The cost breakdown for this service is as follows:

On Demand Service: Monthly Fixed \$28,863
Annual Fixed \$346,356

Flex Route Service: Monthly Fixed \$5,529
Annual Fixed \$66,348
Hourly Rate \$50.65 X Planned hours 6,794.5 = **\$344,145**
Total = \$756,849

CONTRACT SUMMARY:

Contractor Name:	Tooele County Health and Aging Services
Contract Number:	16-1951PP-5
Base Contract Effective Dates:	January 1, 2017 through December 31, 2021
Extended Contract Dates:	January 1, 2022 through December 31, 2022
Existing Contract Value:	\$3,301,719
Amendment Amount:	\$756,849
New/Total Amount Contract Value:	\$4,058,568
Procurement Method:	RFP best value
Funding Sources:	Operating Budget

ALTERNATIVES:

If this contract is not executed, UTA would be required to provide the Flex and On-Demand service. UTA is not in a position to take on these essential services at this time.

FISCAL IMPACT:

Funding is budgeted in Special Services' operating budget.

ATTACHMENTS:

1. Contract modification 5
2. Original contract

Modification No. 5
To
FLEX ROUTE DEVIATION TRANSPORTATION SERVICES AND
ON-DEMAND ACCESSIBLE SHARED RIDE AGREEMENT
UTA CONTRACT No. 16-1951PP

Background:

- A. Tooele County Health and Aging Services (hereinafter "County") and Utah Transit Authority (hereinafter "UTA") entered into a **FLEX ROUTE DEVIATION TRANSPORTATION SERVICES AND ON-DEMAND ACCESSIBLE SHARED RIDE AGREEMENT (UTA CONTRACT No. 16-1951PP)** (hereinafter "Agreement") effective January 1, 2017.
- B. The term of the Agreement including all option years is due to expire on December 31, 2021.
- C. The Parties desire to continue the contract for an additional year until December 31, 2022.

Modification No. 5:

- 1. The Parties hereby agree to the extend the term of the contract until December 31, 2022.
- 2. Pricing for this additional year shall be as shown in Exhibits 1 and 2. Exhibit 1 contains the agreed upon pricing for Flex Route Services; Exhibit 2 contains the agreed upon pricing for On Demand Services.
- 3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed
As of the last date written below:

**TOOELE COUNTY
AGING SERVICES:**

DocuSigned by:
By: Jeff Coombs
F53A38B7548C4E3...
Name: Jeff Coombs
Title: Executive Director
Date: 12/2/2021

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

UTAH TRANSIT AUTHORITY

By: _____
Mary DeLoretto, Interim Executive Director
Date:

By: _____
Cherryl Beveridge
Interim Chief Operating Officer
Date:

By: _____
Ryan Taylor – Special Services GM
Date:

Date:

**EXHIBIT 1 – FLEX ROUTE DEVIATON TRANSPORTATION SERVCIES PRICING
FOR 2022**

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL

OPTION 2: FLEX ROUTE DEVIATION TRANSPORTATION SERVICES

WITH REVISIONS

Note: The separate pricing will include Support Services office space that will accommodate drivers, ability to maintain constant voice contact with all in service drivers, Road support personnel, Dispatch/Scheduling personnel, data recording and data retention capabilities. There will also be a requirement for Vehicle maintenance compliance activities to insure UTA's assets are kept to the highest standards as outlined further in the RFP document.

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price	2022 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,545	1,591	1,639	1,688	1739
c. Mobility Manager	0	700	721	743	765
d. UTA Lead Worker	1,133	1397	1439	1482	1525
TOTAL MONTHLY FIXED	\$4,178	\$5,188	\$5,299	\$5,413	\$5,529

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area <u>Hourly Rate</u>
Year 2: January 1, 2018, through December 31, 2018,	\$ <u>43.22</u>
Year 3: January 1, 2019, through March 31, 2019,	\$ <u>44.52</u>
Year 3: April 1, 2019, through December 31, 2019,	\$ <u>46.23</u>
Year 4: January 1, 2020, through December 31, 2020,	\$ <u>47.61</u>
Year 5: January 1, 2021, through December 31, 2021,	\$ <u>49.03</u>
ADDITIONAL YEAR: Jan 1, 2022, to Dec 31, 2022,	\$ <u>50.65</u>

**EXHIBIT 2 – ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES
FOR 2022**

OPTION 1 – ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES

DESCRIPTION	QTY	U/ISSUE	MONTHLY RATE	YEARLY AMOUNT
For Year 2022				
13. Providing Vehicles – 3 small accessible vehicles and 2 passenger type vehicles	12	Month	\$ <u>0</u>	\$ <u>0</u>
14. Facility – Capable of Vehicle Storage & Operations Support Services	12	Month	\$ <u>0</u>	\$ <u>0</u>
15. Lead Contact Person	12	Month	\$ <u>765</u>	\$ <u>9,180</u>
16. Drivers, Dispatch/ Scheduling Support	12	Month	\$ <u>19,865</u>	\$ <u>238,380</u>
17. Road Support Personnel Data Recording & Data Retention	12	Month	\$ <u>5,729</u>	\$ <u>68,748</u>
18. Vehicle Maintenance	12	Month	\$ <u>2,504</u>	\$ <u>30,048</u>
TOTAL AMOUNT			\$ <u>28,863</u>	\$ <u>346,356</u>

U T A
REQUEST FOR PROPOSALS

CONTRACT NUMBER UT 16-1951PP

For

**FLEX ROUTE DEVIATION TRANSPORTATION SERVICES AND
ON-DEMAND ACCESSIBLE SHARED RIDE AGREEMENT**

THIS ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 31th day of January, 2017 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the "Authority"), and **TOOELE COUNTY HEALTH AND AGING SERVICES**, a County Government, whose principal place of business is 151 North Maint, Tooele, UT 84074, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Authority, is the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, the Authority desires to engage the Contractor to provide the route deviation services and complementary paratransit services in the Authority's Tooele County Service Area (the "Services"), all as described in this Agreement; and

WHEREAS the Contractor is willing and able to provide the Services upon the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Services to be Performed by Contractor. Contractor shall provide Services in portions of Tooele County (the cities of Tooele, Stansbury Park and Grantsville) in full accordance with the terms and conditions set forth in, or reasonably implied by: (i) this Contract (inclusive of Exhibits A, A-1, B, B-3, B-5, B-6, C, C-1, D, E, F, G, H, I, J, K, L and M); and (ii) the Authority's Request For Proposals UT-16-1951PP (the terms and conditions of which are incorporated herein). The parties hereby acknowledge that changes to the Services described in this Contract and in the incorporated Request for Proposals may

become necessary as the result of changed conditions during the term of this Agreement, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective January 1, 2017 and terminate December 31, 2019. At the Authority's sole option, this Agreement may be extended for three (3) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this Paragraph 3.
 - A. The Authority shall have the right to terminate this Agreement at any time by providing sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience, the Authority shall pay Contractor for Services satisfactorily completed as of the effective date of termination and for reasonable contract close-out costs, including subcontract termination fees that have been reasonably mitigated by Contractor. The Authority shall not be responsible for anticipated profits based on Services not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to the Authority. If Contractor has any property in its possession belonging to the Authority, Contractor will account for the same, and dispose of it in the manner the Authority directs.
 - B. If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within fifteen (15) days after receipt of written notice from the Authority, The Authority may, at its discretion:
 1. Terminate this Agreement (in whole or in part) for default and complete the Services using other contractors or the Authority's own forces, in which event Contractor shall be liable for all incremental costs so incurred by the Authority;
 2. Pursue other remedies available under this Agreement (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by this Agreement (including by payment of liquidated or stipulated amounts), pursue other remedies available at law.
 - C. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. the Authority shall calculate any termination damages payable under this Agreement, 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 Paragraph 3 are cumulative and not exclusive.

4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively-bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
5. Compensation of Contractor.
 - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments and bonuses agreed between the parties pursuant to Exhibit A-1 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.
 - B. Subject to Paragraph 5(C) below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit C of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.
 - C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5(C) include, but are not limited to, the following:
 1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Work/Minimum Requirements" set forth in Exhibit B.
 2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the "Records and Reporting Forms" set forth in Exhibit C, and required by the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the scope or manner of the Services performed by the Contractor or to modify the "Scope of Work/Minimum Requirements" set forth in Exhibit B (provided that any such changes that increase the Contractor's costs in performing Services shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).
6. Insurance Requirements. The Contractor shall not perform any Services under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this Paragraph 6 and such insurance has been approved by the Authority.
 - A. The Contractor shall secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Contractor and the Authority from claims for bodily injury, death or property damage, general liability claims which may arise from operations under this Agreement and which will protect Contractor from worker's compensation claims which may arise from operations under this Agreement.
 - B. The Contractor shall require its subcontractors to secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the subcontractor, Contractor and the Authority from claims for bodily injury, death or property damage; general liability claims, which may arise from operations under this Agreement and which will protect subcontractor from worker's compensation claims which may arise from operations under this Agreement. Subcontractor's commercial general liability and automobile liability insurance shall provide that Contractor, its parent, subsidiaries, elected and appointed officials, employees, and agents and Authority, are names as additional insureds.
 - C. The Contractor shall deliver and shall require any of its subcontractors to deliver the certificate(s) of insurance to the Authority prior to the commencement of Services under this Agreement and thereafter upon request by the Authority. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days advance written notice to the Authority of the intention to cancel. The commercial general liability and automobile liability policies shall provide that the Utah Transit Authority is an additional insured in connection with performance of the Services. The amounts of such insurance shall comply with the laws of the State of Utah, but in any event shall not be less than the following:
 1. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.

2. Commercial General Liability Insurance with limits no less than a Two Million Dollar (\$2,000,000) limit per occurrence, Four Million Dollar aggregate (\$4,000,000) limit in any policy year.
3. Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000) which could include a combination of primary auto liability insurance and excess liability insurance totaling \$2,000,000 and which must include statutory no-fault benefits, with the exception of no-fault medical benefits which will be in the amount of Five Thousand Dollars (\$5,000).

7. Indemnification.

- A. The Contractor shall indemnify, defend and hold harmless the Authority and its trustees, officers, employees, agents and funding parties (collectively the "Indemnified Parties") from and against any loss, damage, injury, liability, suits, costs, proceedings and other claims (hereinafter collectively referred to as "Claims") arising out of the performance of this Agreement or which are caused in whole or in part by the acts, omissions, failure to act, or negligence of the Contractor or any of its officers, employees, subcontractors, agents or volunteers. The Contractor's obligations under this Paragraph 7 shall not apply to any Claims that arise out of the sole negligence of an Indemnified Party.
- B. Contractor shall defend all suits brought with respect to a Claim and shall pay all incidental costs and expenses, including attorneys' fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which the Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts or claims that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, the Contractor shall immediately notify the Authority of its belief that the Claim arises out of the sole negligence of the Indemnified Parties. The participation in the defense of a Claim by an Indemnified Party does not relieve the Contractor of any obligation under this Agreement. However, if the Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel, except in cases where the Indemnified Party retains separate counsel due to a claim by Contractor that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, if a finding is later made that the Claim did not arise out of the sole negligence of the Indemnified Parties, then Contractor shall reimburse the Indemnified Parties for all costs and attorney's fees incurred by the Indemnified Parties.
- C. For the avoidance of doubt, the following expenses are included within above-referenced the definition of Claim:

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement; and
 2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the Services.
8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Services including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to Services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
 - B. The Contractor shall deliver to the Authority all original records specific to service delivery customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall maintain the required records under this Paragraph 8 for a period of no less than ten (10) years following the expiration or termination of this Agreement. In the event this Agreement is terminated for any reason, the Authority shall have the right, at its option, to take possession of all original records Contractor is required to keep under this Paragraph 8(B). No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or Services provided under this Agreement at any time.
 - C. The Contractor agrees to not use the names and addresses of riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
 - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all Services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients of the Services, and the Contractor hereby agrees to cooperate in informing all such

applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in paragraph 9.6 of the "Scope of Work/Minimum Requirements" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.

10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 287-2857, then by following the instructions as listed in Exhibit B, Scope of Services, paragraph 9.7, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibits F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of its rights to receive the Services, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment, the Authority shall be liable for any breach or default hereof. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the Services without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the Services, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.
12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances including, without limitation the federal requirements set forth in Exhibit M.
13. Representations and Warranties of Contractor. In conjunction with the Services, the Contractor makes the following representations and warranties:
 - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.

- B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The obligation specified in this Paragraph 15 shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
- B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
- C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
- D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's Services under this Agreement. The proposed training program shall describe the length of classroom and on-

road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. Unless otherwise expressly stated in this Paragraph 16, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this Paragraph 16, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Paragraph 9.6 of Exhibit B and paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions of the Authority's policies and procedures however, this shall not be construed as

to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.

- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority. The Contractor shall research the driving record and BCI level criminal history record of all prospective employees providing service under this Agreement and have the findings available to the Authority upon request. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training, and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
- A. In the performance of the Services, the Contractor will use the vehicles listed in Exhibit B-3 which will be provided to the Contractor by the Authority.
 - B. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
 - C. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing Services under the terms of this Agreement.
 - D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such Services are prorated in accordance with the provisions set forth in Exhibit A.

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C-1. Failure to manually and electronically record the correct arrival time and departure time for both pick-up and drop-off for each stop/trip, appropriate information for stop/trips not provided for various reasons (no show,), the correct fare payment (including marking Medicaid trips with the correct Medicaid ID number) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Governing Law. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect.
23. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
25. Incorporation. This Agreement in its entirety consists of these general terms and condition, consisting of twenty-five (25) paragraphs, eighteen (18) exhibits, and eight (8) attachments, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

Exhibit A:	Terms of Compensation
Exhibit A-1:	Service Standards and Payment Adjustments
Exhibit B:	Scope of Services
Exhibit B-1:	Tooele Service Days and Hours
Exhibit B-2:	Not Used

Contract 16-1951PP
Flex Route Deviation Transportation Services and
On-Demand Accessible Shared Ride Services

Exhibit B-3: Tooele Service Area Project Vehicles
Exhibit B-5: Spill Response & Reporting Standard Operating Procedures
Exhibit B-6: Engine Idling Standard Operating Procedures
Exhibit C: Accident/Incident Reporting Forms
Exhibit C-1: Route Deviation Manifest and Reports
Exhibit D: Vehicle Maintenance Procedures
Exhibit E: The Authority's Equal Employment Opportunity Policy
Exhibit F: UTA Drug and Alcohol Policy Statement
Exhibit G: Monthly Operating Report Form
Exhibit H: National Transit Database Report Form
Exhibit I: Service Concern Form
Exhibit J: Radio Cancellation Log
Exhibit K: Service Point and Community Access SOP
Exhibit L: UTA Liquidated Damages Form
Exhibit M: FTA Standard Contract Terms

Attachment A: Affirmative Action and Disadvantaged Business Enterprise Statement
Attachment A-1: Disadvantaged Business Enterprise Participation Form
Attachment A-2: Letters of Intent to Subcontract with DBE Firms
Attachment A-3: Good Faith Efforts Documentation Form
Attachment B: Buy America Certificate
Attachment C: Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion from Transactions Financed in Part by the U.S. Government
Attachment D: Certification of Restrictions on Lobbying
Attachment E: Cargo Preference - Use of United States-Flag Vessels

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

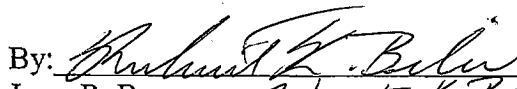
**TOOELE COUNTY
AGING SERVICES:**

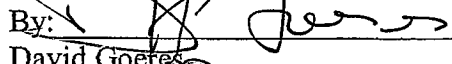
By: 
Name: Sherrie Ahlstrom
Title: Aging Services Director

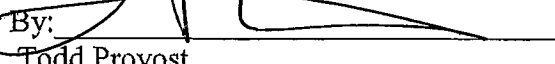
Approved as to Form


UTA Legal Counsel

UTAH TRANSIT AUTHORITY

By: 
~~Jerry R. Benson~~ Robert K. Bites
Acting President/CEO

By: 
David Goeres
Chief Safety, Security & Technology Office

By: 
Todd Provost
VP of Opns, Capital & Assets

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL

OPTION 2: FLEX ROUTE DEVIATION TRANSPORTATION SERVICES WITH REVISIONS

Note: The separate pricing will include Support Services office space that will accommodate drivers, ability to maintain constant voice contact with all in service drivers, Road support personnel, Dispatch/Scheduling personnel, data recording and data retention capabilities. There will also be a requirement for Vehicle maintenance compliance activities to insure UTA's assets are kept to the highest standards as outlined further in the RFP document.

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2017 Fixed Price	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,500	1,545	1,591	1,639	1,688
c. Mobility Manager	0	0	3,618	3,727	3,839
d. UTA Lead Worker	1,100	1,133	2,382	2,454	2,528
TOTAL MONTHLY FIXED	\$4,100	\$4,178	\$9,091	\$9,320	\$9,555

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area <u>Hourly Rate</u>
Year 1: January 1, 2017 through December 31, 2018	\$ <u>41.96</u>
Year 2: January 1, 2018 through December 31, 2019	\$ <u>43.22</u>
Year 3: January 1, 2019 through December 31, 2020	\$ <u>44.52</u>
Year 4: January 1, 2020 through December 31, 2021	\$ <u>45.86</u>
Year 5: January 1, 2021 through December 31, 2022	\$ <u>47.24</u>

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL
DETAILED BREAKDOWN OF COSTS
OPTION 2 – FLEX ROUTE DEVIATION TRANSPORTATION SERVICES
WITH REVISIONS

1. Fixed Fees Itemized

a. **Building Rent:** Our Transportation Department has a large office space for our Mobility Manager, Lead Worker, Scheduling and Dispatch, Maintenance Crew, and Drivers. There is also a conference room and a break room. The fixed price for this new and large area is \$1,500 for 2017. This rate will remain the same for the 5 years of the contract.

b. **Support Services:** These charges include utilities, IT Support, Aging management and accounting support, etc. The fixed monthly price for 2017 is \$1,500, with a 3% estimated increase each year.

c. **Mobility Manager:** Our Mobility Manager's salary is currently covered at 100% for 2017 and 2018 through an FTA 5310 Grant. UTA will apply for the 5310 Grant for years 2019-2021, thus 50% of the Mobility Manager's salary is charged to this Flex Route, and the other 50% is being charged to the On-Demand Program. This salary is increased 3% each year to cover the rising cost of wages and benefits.

d. **UTA Lead Worker:** One half of our UTA Lead Worker's salary is covered by our FTA Grant for the years 2017 and 2018. Of the salary half remaining, it is split between the On-Demand Accessible Ride Services and the Flex Route Deviation Services. For the years 2017 and 2018, one-fourth of the lead worker's salary and benefits are charged to this Flex Route Service. For the years 2019 through 2021, 50% of her salary is charged to this program, with a 3% increase each year to cover the increased cost of wages and benefits.

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

The hourly rates for dedicated vehicles includes vehicle maintenance and insurance costs, as well as the salaries and benefits of two 40-hour full time drivers, two 32-hour drivers, and two part-time backup drivers. This cost also includes 50% of the salaries and benefits cost of the maintenance employee. This hourly rate is increased at an estimated rate of 3% per year.

SCOPE OF WORK/SERVICES

1. FLEX ROUTE DEVIATION TRANSPORTATION SERVICES: UTA seeks a contractor to provide the Flex Route Deviation Services in three (3) cities of Tooele County. The Contractor is expected to procure a facility capable of operating and maintaining services as identified in this RFP. The Contractor may choose to store buses overnight at the UTA facility located at 90 South Garnet Street, Suite 2, building 659, Tooele, UT. The Contractor will be expected to assess path of travel from an origin or destination to the Authority's route deviation set forth in "Exhibit K, Service Point and Community Access Form". The Authority will award the contract for Route Deviation Service based on the best overall value proposed to the Authority.

Tooele Area

UTA began operating route deviation services in Tooele, Stansbury Park and Grantsville in September 2009. Currently there are three (3) routes being scheduled during regular weekdays. Route F400, F401, and F402. Total miles traveled in 2015 for the route F400 were 44,459 for a monthly average of 4,445 total miles. Total monthly ridership is 9,049. Average monthly ridership is 904 unlinked passenger trips. Total miles traveled in 2015 for the route F401 through August were 58,814 for a monthly average of 5881. Beginning September F401 runs only 2 trips in the am/pm peak and interlines with the F402. With an average of 100 riders per month. For route F402, weekday service began Sept. 2015. Total miles traveled were 2,456, with monthly average of 1228. 705 passenger trips were provided with an average of 352 unlinked passenger trips. Weekday service and no service on UTA recognized holidays is currently being operated.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

New Year's Day

Thanksgiving Day

Christmas Day

The Authority MAY provide the contractor(s) with four (4) accessible vehicles and one (1) passenger van to support the Tooele County Service or the contractor(s) may provide their own vehicles. A list of the UTA vehicles is included as Exhibits B-3 of the Sample Agreement in Part IV of this RFP. If the vehicles are provided, these vehicles are to be used by the contractor(s) only in the provision of services identified in this RFP. The vehicles that may be provided by the Authority will be kept in the custody and control of the contractor(s) during the contract term, and

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

the contractor(s) will be solely responsible for all repairs, maintenance, preventative maintenance and other work with respect to such vehicles.

The Authority will provide one computer. Additional computers must be provided by the Contractor. The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the Authority, must provide the Authority access and right of usage to the Authority of Contractor provided software. The Authority will provide the following software programs:

- Trapeze Paratransit
- Trapeze Reports
- UTA Customer Complaint
- UTA SARA (community assessment program)
- UTA Radio Log
- UTA radio communication and UTA farebox for Route Deviation vehicles
- Various excel documents for tracking purposes
- UTA Lost and Found

If the vehicles set forth in Exhibits B-3 are provided they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement.

Maintenance with respect to all vehicles (including the vehicles set forth in Exhibits B-3 and other vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP, Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will process all complaints at a central location. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into UTA's customer concerns software) to the Authority of the findings.
2. The Authority will provide a customer support staff member for mediation of issues.

3. The Authority will provide an ADA compliance staff member for mediation of issues and ADA compliance guidance.
4. Hardware: One (1) computer
5. Software: Trapeze Para and reports, Customer Concerns, Radio Log, SARA, Lost & Found, Excel Documents for Tracking, UTA Radio Communication (may be via cell phone), UTA farebox.

The Authority intends to perform all reservation and scheduling work relative to the Route Deviation Services with the Authority's own forces. The proposal for Route Deviation Service should therefore assume that the Contractor(s) will receive predetermined routes and schedules from the Authority.

2. ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES

This is a new service and the Authority may choose to operate this service as follows:

Riders may request trips seven (7) day advance notice up to two (2) hours' notice, within Tooele City, Grantsville, and Stansbury Park. Dedicated vehicles operating between 7:00 A.M. and 7:00 P.M. with only weekday services and no service on UTA recognized holidays. The Authority will award the contract for On-Demand Accessible Shared Ride Services based on the best overall value proposed to the Authority.

Tooele Area

UTA currently operates three (3) Flex Route Deviation services and three (3) Commuter Bus services in Tooele, Stansbury Park and Grantsville cities, during regular weekdays. Routes F400, F401, and F402 and Routes 451, 453 and 454.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

Authority, must provide the Authority access and right of usage to the Authority for Contractor provided software. The Authority will provide the following software programs:

- UTA Customer Complaint processes
- RidePilot Scheduling/Dispatching software (UTA sponsored open source software) and reporting capabilities
- Various excel documents for tracking purposes

Contractor to bid services using 3 small accessible vehicles and 2 non accessible passenger vehicles. If UTA vehicles are used during the course of this contract, they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement. If contractor owned vehicles are used during the course of this contract a replacement cycle schedule will be included as part of the RFP and contract.

Maintenance with respect to all vehicles and vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP as Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

By this procurement, the Authority intends to enter into a one (1) year contract with the option for four (4) additional one (1) year consecutive agreements with a contractor to operate On-Demand shared ride services on behalf of the Authority in Tooele County. The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will provide customer service outreach standards and expectations including a flow chart to ensure the Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into a UTA's approved software system) findings.
2. The Authority will provide a customer support staff member for mediation of issues.
3. Software: RidePilot Scheduling, reporting and/or Excel Documents for tracking Customer Concerns, Service productivity goals and measurements, Vehicle, Driver compliances or any future identified reporting requirement, put into writing by the Authority.

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

The contractor will perform all reservation and scheduling work relative to the **On Demand Accessible Shared Ride Service** requests. Trip scheduling requests will be available from 7 days up to 2 hours in advance *during regular business hours* before requested trip. The driver's and any support staff availability schedules will be based on the community's needs and service demands. Any shift changes which could include adding days of the week, including holidays, adding more service hours will be implemented upon fifteen (15) days written notice from the Authority.

The initial start of services under this agreement will provide be Monday-Friday 7:00 AM to 7:00 PM, with no UTA recognized holiday or weekend service requirements.

The intent of the service is to seek trip solutions by maximizing the available resources of vehicles, and driver's to assist with each community's transportation needs. Combining trips for a shared ride experience, and negotiating scheduled pick up times to allow more rides is an expectation. Tracking of unmet needs and all cancellations performed be each customer will be part of the data collection.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): G.J. LaBonty, Manager, Customer Experience
Jaron Robertson, Director Innovative Mobility Solutions

TITLE:

Change Order: Mobile Transit App Bundled Features Upgrade (Transit)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Interim Executive Director execute Addendum No. 1 to UTA Contract No. 19-03018TP, with its associated disbursements, for Transit App Features Upgrade.

BACKGROUND:

In May of 2019 UTA entered into a UTA Contract No. 19-03018TP with 9280-0366 Quebec Inc ("Transit"), a Canadian transit app company. UTA was looking for a partnership with a mobile app developer for the purposes of endorsing one mobile transit trip planning tool across the entire UTA service area. This agreement was a no-cost agreement between Transit and UTA with the conditions that UTA would promote Transit as our 'preferred' mobile trip planning app. UTA did agree to fund a launch and advertising campaign in the summer of 2019 as part of the agreement. Since this agreement was executed, the app has been instrumental in helping more than 20,000 customers find and plan their transit trips. When this contract was executed, UTA had a longer-term vision of ways that the Transit app could be upgraded to include features that would benefit both the customers and UTA (i.e., integrated fare payments). UTA began discussions this year with Transit about the incorporation of some of these added features. Transit prepared a 'menu' of bundled features, shown in Appendix 2 of the agreement. This Addendum No. 1 is for Bundle 1 features which includes Transit Royale (a gamification of the app for our customers), Rider Happiness Survey (delivered quarterly), Historical Service Alert Reports and UTA on Demand integration with the app.

DISCUSSION:

The price is deemed fair and reasonable based on market surveys conducted on similar products and services. Additional transit app bundles and features may be added at any time during the life of the contract. Two

additional one-year options may be exercised at UTA's discretion. The total cost for Bundle 1 for three years is \$208,065 (\$66,000 per year with a 5% escalation per year). Since Board approval is currently being requested for only Bundle No. 1 for a price of \$208, 065, additional bundles or option periods which exceed Board approval thresholds will be brought back to the Board for additional approvals.

CONTRACT SUMMARY:

Contractor Name:	9280-0366 Quebec Inc., "Transit"
Contract Number:	19-03018TP-1
Base Contract Effective Dates:	Original Cooperation Agreement term: May 1, 2019 - May 1, 2024 (including option years)
Extended Contract Dates:	Addendum 1 term: December 15, 2021 - February 1, 2023 plus 2 one year options
Existing Contract Value:	\$0
Amendment Amount:	\$208,065
New/Total Amount Contract Value:	\$208,065
Procurement Method:	RFQ, Best Value
Funding Sources:	Operating budgets of Innovative Mobility Services and Customer Experience

ALTERNATIVES:

No alternatives

FISCAL IMPACT:

\$208,065 from approved budgets

ATTACHMENTS:

Addendum No.1 to Cooperative Agreement - Contract 19-03018TP

Cooperative Agreement - Contract 19-03018TP

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**ADDENDUM NO. 1 TO COOPERATION AGREEMENT (UTA
CONTRACT 19-03018TP)
AKA “BUNDLED FEATURES AGREEMENT”**

This Addendum No. 1 to the Cooperation Agreement between 9280-0366 Québec Inc., (“**Transit**”), and the Utah Transit Authority (“**UTA**”), also known as the Bundled Features Agreement and the Exhibits attached hereto (the “**Agreement**”), is entered into as of the latest signature date below (the “**Effective Date**”). The terms of this Addendum shall prevail over the terms of the Cooperation Agreement in case of any conflict or inconsistency. Transit and UTA are referred to collectively as the “**Parties**”.

WHEREAS Transit commercializes a mobile application that aggregates urban transport options and data which enables end users to find their best local options for a given transit trip (the “**Application**” or “**App**”));

WHEREAS UTA will pay Transit to release features of a new subscription service called Transit Royale (the “**Offering**”) into the Application in order to allow end-users (the “**End Users**”) of the Service to have an easy to use, enjoyable and premium experience with the App at no additional cost to them;

WHEREAS UTA wishes to also have access to Royale and some of the other features (together, the “**Supplemental Features**”) associated with the App as described in Appendix 1;

WHEREAS the Parties wish to develop a beneficial business relationship as described in this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. ACCESS

- 1.1 Access.** The Parties acknowledge that the quality, availability and status of the Offering depend solely on Transit.
- 1.2 Termination.** In case the Offering cannot be provided by Transit under the terms of this agreement, for any reason, this Agreement may be terminated by Transit without additional liability to UTA.
- 1.3 No Disclosure.** Nothing in this Agreement shall be interpreted as obligating Transit to disclose the terms and conditions of any commercial agreement with any other public transit agency,
- 1.4 Collaboration.** Transit agrees to use reasonable efforts to collaborate with UTA to address any shortcomings in the Offering.

2. OBLIGATIONS OF TRANSIT

- 2.1** Subject to the payment of applicable fees as outlined in Section 4, Transit shall use reasonable efforts to perform the integration of the Offering into the Application and have the Offering available to End Users by February 1, 2022 (the “**Go-Live Date**”).
- 2.2 Features.** Transit shall provide features regarding the Offering as well as the Supplemental Features set forth in Appendix 2 and described as ‘Bundle 1’.
- 2.3 Designs.** Transit shall implement the features of the Offering on the Go-Live Date, or at a

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

time to be mutually agreed by the Parties, using a design substantially similar to the current design of the App, and such designs may be updated from time to time. Implementation and release of updated designs related to the Offering shall be coordinated with UTA.

2.4 Support. Transit shall provide support regarding the Offering as set forth in Appendix 4.

3. MUTUAL OBLIGATIONS

3.1 Each party shall engage in the marketing activities set forth in Appendix 5.

4. FEES

- 4.1** In accordance with the pricing found in Appendix 2, UTA agrees to the monthly service fee associated with Bundle 1 of \$5,500 per month, which shall not exceed \$66,000 annually (payable in advance upon receipt of a quarterly invoice from Transit).
- 4.2** If UTA exercises its option to renew the agreement, as described in Section 7.1, the Bundle 1 fee shall increase by 5% per year. For clarity, the fee would be \$5,775 per month starting one (1) year from the Go-Live Date, and \$6,064 per month starting two (2) years from the Go-Live Date.
- 4.3** UTA reserves the right to upgrade to Bundle 2 or Bundle 3 at any time with written notice to Transit and UTA agrees to the monthly service fees associated with these Bundles as found in Appendix 2. If UTA upgrades to Bundle 2 or 3, they shall be required to maintain such bundle until the end of the then current term. Transit shall also agree to maintain the listed prices for Bundle 2 or Bundle 3 for at least one (1) year from the Effective Date after which they may be subject to change.
- 4.4** As part of this Agreement there are no “one-time” or “up-front” costs assumed with any of the Bundles found in Appendix 2. Upfront costs associated with unbundled features will apply as found in Appendix 3. UTA reserves the right to purchase additional unbundled features with written notice to Transit.
- 4.5** UTA shall receive a three (3) month no cost pilot period of the ‘Rate My Ride’ feature when development of the feature is completed, and at a time reasonably determined by the Parties.

5. CONFIDENTIALITY

5.1 Confidential Information. Each Party shall retain in confidence all information received from the other Party pursuant to or in connection with this Agreement (whether received before or after the execution of this Agreement) that the other Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, **including the terms and conditions of this Agreement** (“Confidential Information”), and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under the terms of this Agreement. However both Parties recognize that UTA is subject to the Utah Government Records Access Management Act (GRAMA) and is required to abide by its provisions.

5.2 Restriction on Disclosure and Use. Each Party shall not (a) disclose, directly or indirectly, any Confidential Information of the other Party to any person without the prior written approval of the other Party, except to its employees or consultants who need to have access to such Confidential Information for the purposes of this Agreement and to its legal and financial advisors as required in the ordinary course of that Party’s business; provided,

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

however, that a Party shall remain liable for any breach of the confidentiality obligations by any such person; or (b) use, disclose or make a copy of any of the other Party's Confidential Information otherwise than for the purposes of this Agreement, and each Party must immediately notify the other Party if it becomes aware of any unauthorized access to, or use or disclosure of, any of the other Party's Confidential Information.

5.3 Exceptions. Notwithstanding the foregoing, the restrictions set forth above will not apply to (i) information previously known to the receiving Party without reference to the disclosing Party's Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the receiving Party, (iii) information that is independently developed by either of the Parties, provided that there is sufficient documented records to establish independent development or (iv) information required to be disclosed pursuant to applicable law, provided that, unless prohibited by law, any Party required by law to disclose Confidential Information shall promptly notify the other Party and reasonably cooperate with the other Party to ensure that such disclosure is strictly limited to what is necessary and that reasonable measures are taken to ensure that the Confidential Information is kept confidential following the disclosure. Notwithstanding, the Parties recognize that UTA is subject to the Utah Government Records Access & Management Act (GRAMA) (UCA 63G-2-101 et. seq.) and must comply with the provisions thereof.

5.4 Access to Information. UTA shall promptly notify Transit if Confidential Information, including the terms and conditions of this Agreement, may be publicly released pursuant to access to information legislation. The Parties agree to cooperate reasonably to take any lawful measures in order to justify the non-release of Transit confidential information.

5.5 Safeguards. UTA warrants that it uses a controlled access environment which will enable it to control access and use of data about End Users and that its personnel are informed about the confidential nature of such data.

5.6 Return or Destruction of Confidential Information. Upon termination of this Agreement for any reason, each Party will promptly deliver to the other Party (i) all documents or records (including magnetic tapes, disks, and other media used to back up computer files, and all copies thereof) containing Confidential Information disclosed hereunder, or destroy the same, if so requested, without retaining any copy thereof.

6. IP AND DATA

6.1 Nothing in this Agreement shall be interpreted as affording UTA any ownership interest in or license to use the Application or any software provided by Transit beyond the rights and obligations currently described in the UTA-Transit End User Data Agreement between the Parties.

6.2 All data derived from the interactions of End-Users with the Application that is captured, recorded or generated by Transit in the course of providing the Offering ("**Transit Data**") shall be owned by Transit and nothing in this Agreement shall be interpreted as affording UTA any ownership interest in Transit Data. This Agreement shall not impose any restriction on Transit's processing of Transit Data. This provision shall supersede any contrary provision in a previous agreement.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- 6.3** The Parties agree to provide each other with data as set forth in the definitions found in **Appendix 1**. Each Party agrees to treat any data provided by the other Party as the other Party's Confidential Information provided it qualifies as Confidential Information under the conditions described in Paragraph 5.1 above.
- 6.4 License to Use Transit Marks.** Transit hereby grants UTA a limited, non-exclusive, revocable and non-transferable license during the Term to use and display the Transit Marks (as defined below) on a royalty-free basis, for the sole purpose of UTA performing any mutually agreed upon marketing activities and performing its obligations hereunder.
- 6.5 License to Use UTA Marks.** UTA hereby grants Transit a time-limited, non-exclusive, revocable, and non-transferable license during the Term to use and display UTA Marks (as defined below) on a royalty-free basis for the sole purpose of Transit performing its obligations under this Agreement and any mutually agreed upon marketing activities.
- 6.6 Marks.** For purposes of this Agreement, the term "**Marks**" shall mean those trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of a Party. Each Party shall comply with the other Party's instructions and directives regarding the use of the Marks, and shall identify each owner as the respective owner of their Marks in any use or display thereof. Each Party shall use Marks only in the registered or agreed style and shall not use such Marks as part of the corporate or any trade name. Each Party shall not use the other Party's Marks in any way to associate its overall business and services to such Marks.

7. TERM, DOWNGRADE OR UPGRADE, AND TERMINATION

- 7.1 Term.** This Agreement is effective as of the Effective Date and shall continue for one (1) year from the Go-Live Date. UTA shall have the option to extend the Agreement for two additional one-year option periods. However, this Addendum No. 1 may not extend beyond the period of the Cooperation Agreement.
- 7.2 Downgrade or Upgrade.** UTA may also downgrade to a lower bundle by providing Transit written notice ninety (90) days before the end of the then current term. UTA shall also have the option to upgrade from Bundle 1 to Bundle 2 or 3 as specified in Section 4.3 above.
- 7.3 Termination for Breach.** Either Party may terminate this Agreement upon breach by the other Party of a term of this Agreement, and such breaching Party does not cure such breach within thirty (30) days of notice thereof from the non-breaching Party, which must specify the nature of the breach with reasonable particularity, or as otherwise expressly provided in the Agreement.
- 7.4 Termination for Insolvency.** Either Party may terminate this Agreement in the event that the other Party starts bankruptcy or insolvency proceedings, has any proceeding instituted or commenced against it to adjudicate it a bankrupt or insolvent, or to petition it into bankruptcy, or to seek liquidation, winding-up, reorganization or arrangement, relief from or composition of its debts, or ceases operating as a going concern, under any applicable law.
- 7.5 Fees after Termination.** All Fees that become payable while the Agreement is in force shall remain payable under the terms described above.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

7.6 Survival. Notwithstanding the termination of this Agreement for any reason, those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

8. WARRANTY AND INDEMNIFICATION

8.1 Warranty. Except for non-API related failures, or other failures that are due to UTA or through no fault of Transit, Transit warrants that its Application will function for its intended purpose for the term of this Agreement.

8.2 Liability. Transit's liability to UTA under this Agreement shall be limited to (a) repair and/or replacement of the defective elements of the Application, based on mutual agreement (or b) the fees effectively paid by UTA to Transit in relation with the Offering. Transit shall not have any direct obligation nor assume any liability nor provide any warranty to UTA except as expressly set forth in this Agreement.

8.3 Indirect Damages. Except with respect to indemnification obligations set forth in Section 8.5 hereof, neither Party shall in any event be responsible or liable, including to the other Party, whether in contract, civil liability, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary or punitive damages, or for any loss of profit, data, revenue or business, failure to make anticipated savings or cost of substitute goods or services arising in whole or in part from EndUsers' use of the Application, to the Offering or otherwise related to this Agreement.

8.4 Third-Party Content. The Application may enable linking to other websites or resources on the Internet. These other websites are not under Transit's control, and UTA acknowledges that Transit is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Transit or any association with its operators. UTA further acknowledges and agrees that Transit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

8.5 Indemnification. Each Party shall defend, at its expense, indemnify and hold harmless the other Party, its affiliates and their respective officers, directors, agents, owners, shareholders and employees, from and against any damages, costs, expenses (including reasonable attorneys' fees) and liabilities arising from or in connection with any and all third-party claims, actions or proceedings arising out of or attributable to (i) the infringement of third-party intellectual property right by goods, services or content provided by such party to the other party pursuant to this Agreement; (ii) the violation of privacy protection laws and regulations by such party; (iii) the breach of confidentiality obligation by such party. Notwithstanding, the Parties recognize that UTA is a public entity and as such is subject to the Utah Governmental Immunity Act and the liability limits contained therein.

9. INVOICING PROCEDURES

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to 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.

10. **INSURANCE REQUIREMENTS**

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

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

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

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

2. Automobile Liability

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

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

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- 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).

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. 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.

11. 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.

12. GENERAL

12.1 Assignment. No Party may assign, subcontract or otherwise transfer this Agreement nor any rights or obligations under this Agreement without both other Party’s prior written consent and provided that such assignee, subcontractor or person agrees in writing to be bound to the terms of this Agreement. Notwithstanding the foregoing, either Party may assign or otherwise transfer this Agreement or its rights or obligations under this Agreement to an affiliate of such Party or in the case of an acquirer of all or substantially all of the assets of such Party relating to this Agreement, provided that such affiliate or acquirer agrees in writing to be bound to the terms of this Agreement.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

12.2 Notices.

- a) Notice to Transit shall be addressed to:

9280-0366 Québec Inc.
5333 Avenue Casgrain, Suite 803
Montréal, Québec
H2T 1X3

Attention: Jake Sion
Telephone: +1-514-699-0615
Email: jake@transitapp.com

- b) Notice to UTA shall be addressed to:

Utah Transit Authority
669 W 200 S
Salt Lake City, Utah 84101

Attention: G.J. LaBonty
Telephone: +1-801-237-1979
Email: glabonty@rideuta.com

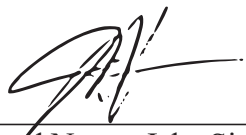
Attention: Jaron Robertson
Telephone: +1-801-287-2161
Email: jrobertson@rideuta.com

12.3 Governing Law; Venue. This Agreement will be governed and construed under the laws applicable in the State of Utah without regard to conflicts of law provisions. The Parties agree that the courts of Salt Lake City, Utah will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

9280-0366 Québec Inc.

By: 

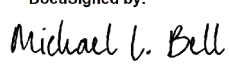
Printed Name: Jake Sion
Title: COO

UTA

By: _____
Printed Name: G.J. LaBonty
Title: Manager of Customer Experience

Printed Name: Nichol Bourdeaux
Title: Chief Planning and Engagement Officer

Printed Name: Mary DeLoretto
Interim Executive Director

DocuSigned by:


Printed Name: Michael Bell
Title: Assistant Attorney General
UTA Counsel

11/16/2021

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

Appendix 1 – Supplemental FeaturesTransit Royale

- Gift Transit Royale to all UTA riders for free
- Ability to use the UTA app icon and branding at UTA's discretion

Ridership Happiness Benchmark Survey (RHB)

- Quarterly full North American report
- Access to topline statistics from UTA riders
- Access to raw data from all respondents

Historical Service Alerts

- Extraction of service alerts going back to Jan 1, 2021
- Export of service alerts created in the Transit Dashboard into GTFS-RT on an ongoing basis

UTA On Demand integration

- Micro transit service integrated into Transit for mode discovery, trip planning, and deep-linking to book trips
- Additional changes to micro transit to accommodate future zones or changes to existing zones
- Restoring the integration with new Via APIs, and all future new zones
- Note: all fees in the existing Integration Agreement signed on January 13, 2021 will be replaced by these fees moving forward. Aside from the fees, the other terms and conditions of the Integration Agreement remain in effect.

Ticketing with any one of Transit's current mobile ticketing partners (Bytemark, Masabi, Token Transit)

- Feature set shall include visual validation, QR code validation, pay with cash, fare capping, and account based ticketing (subject to the capabilities of the mobile ticketing partner)
- Additional fees will be assessed by the mobile ticketing partner but Transit's integration for the features described above shall be provided at no supplemental cost to UTA

GREENBike Integration

- Purchase and unlock bikes within Transit subject to GREENBike approval

Rate My Ride (Free access for 3 months, and otherwise subject to a supplemental cost as described in Appendix 2 below)

- Access to rate my ride responses from End Users, with a target of approximately 750-1000 responses per week
- Work with Transit to mutually determine questions
- Work with Transit to create dashboards or connect to CRM or other systems for responses

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

Appendix 2 – Bundles

	Upfront Cost	Ongoing Cost
Bundle 1 - Transit Royale - Ridership Happiness Survey - Historical Service Alert Reports - UTA On Demand integration	\$0	\$5,500/Month \$66,000/Annually
Bundle 2 - Transit Royale - Ridership Happiness Survey - Historical Service Alert Reports - UTA On Demand integration - Rate My Ride	\$0	\$9,000/Month \$108,000/Annually
Bundle 3 - Transit Royale - Ridership Happiness Survey - Historical Service Alert Reports - UTA On Demand integration - Rate My Ride - Ticketing - GREENBike Integration	\$0	\$13,500/Month \$162,000/Annually

Appendix 3 – Unbundled Features*

Feature	Upfront Cost	Ongoing Cost
Transit Royale	\$0	\$3,000/Month \$36,000/Annually
- Gift Transit Royale to all agency riders for free - Ability to use your app icon and branding		
Ridership Happiness Benchmarking Survey (RHB)	\$0	\$833/Month \$9,996/Annually
- Quarterly full North American report - Access to topline statistics from UTA riders - Access to raw data from all respondents		
UTA On Demand integration	\$0	\$1,400/Month \$16,800/Annually
Micro-transit service integrated into Transit for mode discovery, trip planning, and deep-linking to book trips		

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- Additional changes to micro-transit to accommodate future zone changes - Restoring the integration with new Via APIs, and all future new zones		
Historical Service Alerts - Extraction of service alerts going back to Jan 1, 2021 - Export of service alerts created in the Dashboard on an ongoing basis	\$10,000	\$500/Month \$6,000/Annually
Rate My Ride 750-1000 responses per week - Work with Transit to determine questions - Work with Transit to create dashboards or connect to CRM or other systems for responses	\$20,000	\$43,500/Month \$522,000/Annually
Ticketing with any one of our current partners (Bytemark, Masabi, or Token Transit) Feature set (depends on partner) includes visual validation, QR code validation, pay with cash, fare capping, account based ticketing	\$0	\$3,000/Month \$36,000/Annually
GREENBike Integration Purchase and unlock bikes within Transit	\$15,000	\$2,000/Monthly \$24,000/Annually

*** Minimum 1yr commitment on any unbundled feature purchased individually**

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

Appendix 4 – Support

A. End User Support. Upon referral by UTA or directly from an End User, Transit shall respond to End Users' inquiries relating to the Offering that are transferred by email to info@transitapp.com, and which the UTA's customer service is unable to answer. Transit shall acknowledge its receipt of any End User inquiry referred by UTA within six (6) hours during normal business hours, being between 9 AM and 5 PM Eastern Time from Monday to Friday and excluding statutory holidays in Quebec, and respond within one (1) business day. Transit shall have no obligation to respond to End Users' inquiries that are transferred through any other channel, such as by telephone.

B. Technical Support. In the event that the App or the Offering is not functioning according to UTA's expectations, including but not limited to disrupting the End User's ability to use the trip planning features of the App, UTA shall contact Transit's project manager which at the time of this Agreement shall be G.J. LaBonty (glabonty@rideuta.com)

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

Appendix 5 – Marketing

The Parties agree to work together in good faith to promote the availability of the Offering to UTA riders at a mutually agreed time.

Cooperation Agreement

This Cooperation Agreement (the “Agreement”) is made between Utah Transit Authority (“UTA”), a large public transit district organized pursuant to the laws of the State of Utah, and 9280-0366 Québec (“Transit”), a company incorporated under the laws of Quebec, is effectively made this 1st day of May, 2019.

RECITALS

WHEREAS UTA is a public transit authority serving the Wasatch Front in Utah and desires to make access to transit information more readily available to the public;

WHEREAS Transit has developed and implemented a mobile application that aggregates urban transport options enabling end users to find their best options for a given trip (the “Application” or “App”);

WHEREAS the Parties wish to develop a beneficial business relationship as described in this Agreement; and

WHEREAS the Parties wish to work together to enable end users of the Application (“End Users”) to access transit information;

Now, THEREFORE, Transit and UTA hereby agree as follows:

1. **Mutual Cooperation.** The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and if necessary, shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the purpose described herein.
2. **Purpose.** UTA agrees to promote and market the Application to its riders. In exchange, Transit agrees to provide UTA with support, tools, customizations of the Application, and access to aggregate End User data (the “Cooperation”).
3. **Launch Schedule.** The parties contemplate announcing their Cooperation within four weeks of signing this Agreement (“Launch”).
4. **Transit’s Obligations.** Transit agrees to provide:
 - 4.1. **End User Support.** Transit agrees to supply UTA with documentation for common service inquiries arising out of use of the Application (“Support Documents”). Upon referral by UTA, Transit agrees to respond to End User inquiries relating to the Application that are transferred by email to info@transitapp.com or Twitter @transitapp, and which UTA’s customer support staff is unable to answer. Transit agrees to respond to any End User inquiry referred by UTA within one (1) business day. Transit will not have any obligation to respond to End User inquiries that are transferred through any other channel, such as by telephone.

4.2. **Agency Support.** Transit agrees to provide UTA access to its data team in order to maintain and improve static and real-time data quality in the Application. Transit's data team will respond to data inquiries that are transferred by email to data@transitapp.com. Transit will also consider UTA feedback when building or iterating on Application features. Transit will respond to more general inquiries that are transferred by email to partners@transitapp.com.

4.3. **Design Support.** Transit's Marketing and Communications staff will provide UTA with feedback on design and messaging for any public communications about the Application. Transit will respond to design and communications inquiries that are transferred by email to partners@transitapp.com.

4.4. **Data Maintenance.** Every night at 4AM ET, Transit's servers will automatically check to see if any changes have been made to UTA's schedule information ("GTFS") by comparing it to the live version in the Application. If there are any changes to the GTFS, Transit will automatically download and process the new version. The GTFS will then automatically be downloaded to the End User device the next time the Application is launched, ensuring schedule data is always accurate for End Users. The GTFS data can also be re-processed within four hours upon request during business hours. Transit will respond to GTFS re-processing requests that are transferred by email to data@transitapp.com.

4.5. **Application Customization.** Transit agrees to include a section in the settings page of the Application titled "UTA" that includes links to agency-specific information or services ("App Customization"), as shown in Exhibit B. The App Customization will include links of UTA's choosing, such as the Customer Service phone number, social media accounts, the UTA GoRide app, safety information or fare rules webpage. The App Customization will be geo-localized and only appear in the Application if it is opened in UTA's service area. At Transit's sole discretion, it may choose not to incorporate certain links requested by the agency. Transit will launch the App Customization through the next available App update following signature of the Agreement.

4.6. **End User Data.** During the Term, Transit agrees to provide UTA with access to certain raw data ("End User Data") as set forth in Exhibit A. UTA agrees to treat data provided by Transit as its confidential information to the full extent permitted under the Utah Government Records Access and Management Act ("GRAMA") (Utah Code §63G-2-101. Et Seq.) and Transit will remain the sole owner of End User Data. Transit hereby grants to UTA a limited, revocable, worldwide, non-sublicensable, non-transferable, royalty-free right and license to use the End User Data solely for the internal and explicit purpose of improving UTA system planning and operations (the "License"). Except as required by GRAMA, UTA agrees not to transfer, sell, or

commercialize End User Data. Except as required by GRAMA, any and all third parties shall enter into a separate agreement with Transit prior to accessing End User Data. End User Data cannot be publicly disclosed without the prior written approval of Transit except as required by GRAMA. Transit reserves the right to modify, at its sole discretion, the End User Data shared with UTA to ensure compliance with Transit's privacy policy, and all applicable state and federal laws. The End User Data shall be made available to UTA on an as-requested basis, not to exceed one request per month, except as required by GRAMA. UTA acknowledges and agrees that Transit is the sole owner of the Application (including improvements made based on the feedback communicated by UTA), and, insofar as improvements are made based on the data communicated by UTA (the "Improvements"), UTA hereby agrees it will make no claims of intellectual property rights to such improvements, and where Transit is not by law the first owner of such Improvements, UTA hereby assigns and transfers to Transit any and all right, title and interest it has or may have in the Improvements and represents and warrants that it has received or shall receive waivers from all of its employees, directors and contractors of any and all moral rights they have or may have in such Improvements.

4.7. **Additional Deliverables.** Transit agrees to provide UTA with access to a tool through which UTA can send service disruption messages to End Users, as well as monitor usage stats of the Application (the "Dashboard"), as seen in Exhibit B.

4.8. **Other Services.** During the Term, UTA may request custom development beyond what is included in this Agreement. Significant modifications and custom features specifically requested by UTA that are deemed not to be onerous by Transit, in its sole discretion, will be priced and provided for under a separate statement of work to be negotiated between the parties and memorialized in writing.

5. **UTA's Obligations.** UTA agrees and accepts to promote Transit in the following ways:

5.1. **Public Communications.** UTA will endorse the application in various public communications activities that involve mobile trip planning information. Communication efforts may include UTA's website, Customer Service call center, social media, news media, conference speaking engagements, events, community meetings, and any other public channels (the "Endorsed App"). UTA shall not endorse, recommend, or promote any trip planning mobile application other than Transit in all public communications. UTA agrees to follow Transit's brand guidelines documentation whenever it promotes or makes mention of the Application.

5.2. **Press Release.** At a date to be mutually agreed by the parties, UTA agrees to issue a

press release endorsing Transit as its preferred third-party trip planning application (the “Announcement”). UTA agrees to share the Announcement with all media contacts on its press list and to provide the list to Transit. The parties agree to cooperate in drafting the Announcement, and final wording shall be approved by both parties. The parties may mutually agree to merge the Announcement with other UTA news in order to increase the likelihood of media attention.

5.3. Transit and UTA agree not to issue any press releases or communications to the news media pertaining to the agreement without the knowledge and approval of the other party.

5.4. **Website & Mobile Website.** UTA agrees to include a link to download the Application on its desktop website in a location that is easily accessible, and will reference Transit as the Endorsed App for trip planning on all other website pages that mention real-time information, transit schedules, trip planning, or mobile applications. UTA shall also ensure that customers can distinguish the Application as the Endorsed App from any other mobile trip planning applications mentioned on UTA’s website. Transit will supply UTA with documentation that enables it to integrate an application install banner on its mobile website (the “Smart Banner”). The parties will mutually agree upon the final design and placement of the Application on UTA’s website and mobile website, with such approval not to be unreasonably withheld.

5.5. **Social Media.** UTA agrees to regularly promote Transit as the Endorsed App for trip planning through its social media channels to its riders, and direct riders to the Application whenever asked about transit trip planning. When referring to the App on Twitter, UTA agrees to include Transit’s handle @transitapp. When referring to the App on Facebook, UTA agrees to tag Transit (@transitapp). UTA agrees to also tag Transit in response to any technical issues with the App identified by End Users through Twitter and Facebook.

5.6. **Customer Support Channels.** UTA employees will direct riders who call or email UTA’s Customer Service Department regarding trip planning to use the Application. In all cases, if the End User may not know about the App, UTA agrees to inform them about Transit. UTA employees agree to relay information regarding any technical issues identified by End Users to info@transitapp.com .

5.7. **Promotional Campaign.** Following the Announcement, UTA agrees to run a promotional campaign marketing the Application to its riders (the “Promotional Campaign”). The Promotional Campaign may include, but is not limited to or required to include, paid social media ads, digital screens across the network, posters inside and/or outside vehicles, posters at transit

stops, handouts at major transit centers, and inclusion on paper schedules. UTA agrees that the Promotional Campaign will have a market value equal to or in excess of \$25,000.00 CDN, excluding any physical printing costs. The parties will work together to determine the most successful marketing channels for the Promotional Campaign, and direct resources to that channel. The parties will jointly approve the final design and messaging of all aspects of the Promotional Campaign, with such approval not to be unreasonably withheld. Transit may also provide design and copywriting support for the Promotional Campaign as detailed in Section 4.3. UTA agrees to complete the promotional campaign within three (3) months of Launch. In the event of a contract renewal, the parties hereby agree to discuss future promotional campaigns with each other in good faith.

5.8. Data Maintenance. UTA agrees to make reasonable efforts to maintain its GTFS data, and GTFS-realtime data, according to industry standards as defined in the GTFS best practices available here : <http://gtfs.org/>.

6. Publicity. In addition to the activities agreed upon in Section 5, the Parties agree to discuss various marketing opportunities with each other in good faith. Notwithstanding the foregoing, neither Party shall issue or approve any press release, public announcement, advertising or marketing materials concerning this Agreement, or identifying, mentioning or using the name of the other party, without obtaining the prior approval of such other party, which approval shall be in such other party's sole discretion.

7. Confidentiality. All information provided to a party by the other party under this Agreement shall be treated in accordance with that Non-Disclosure Agreement between the parties dated as of [REDACTED] ("NDA").

8. Intellectual Property. All intellectual property including but not limited to patents, trademarks, trade names and all trade secrets, technical know-how, specifications, formulas, standards, procedures, new product ideas, source codes, and the like related to one of the parties or owned by one of the parties (the "Proprietary Information") will at all times be and remain the exclusive property of said party, and this Agreement will not in any manner constitute a license to the other party to use the Proprietary Information except as specifically stated herein or to the extent required to satisfy its obligations under this Agreement.

9. Warranty and Indemnification. Each party hereto will indemnify, defend and hold the other party, its officers, directors, agents, and employees and affiliates, harmless from and against any and all liability, loss, damage, cost or expense, including reasonable and necessary attorney's fees, which may at

any time be incurred by reason of any claim, suit or action arising as a direct result out of (i) any act or omission to act which is the responsibility of the indemnifying party as provided in this Agreement, or of the indemnifying party's employees, subcontractors, agents or affiliates; or (ii) a breach of any material representation, warranty or covenant of the indemnifying party hereunder; or (iii) the negligence or willful misconduct of the indemnifying party or of the indemnifying party's employees, subcontractors, agents or affiliates. The indemnified party will give the indemnifying party prompt written notice of any claim, suit or action for which such party believes the indemnifying party's obligation to indemnify, defend and hold harmless will apply and the indemnifying party will be given the opportunity to control the defense of such lawsuit and the indemnified party will cooperate fully in the defense of such lawsuit. The Parties recognize and acknowledge that UTA is a governmental entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. THE APPLICATION, END USER DATA AND SERVICES RENDERED BY TRANSIT UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY AS TO THEIR ADEQUACY, UNINTERRUPTED USE, OR FITNESS FOR THEIR PURPOSE. UTA SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE APPLICATION, END USER DATA AND SERVICES RENDERED BY TRANSIT DEPEND ON THIRD PARTY TECHNOLOGY, AND TRANSIT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY TECHNOLOGY. Transit shall in no event be responsible or liable to any third party, whether in contract, warranty, tort or delict (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, or for any loss of profit, data, revenue or business, arising in whole or in part from (i) End User use of the Application or (ii) UTA's use of the End User Data, even if Transit has been advised of the possibility of such damages. Where Transit cannot exclude its liability under this Agreement, such liability shall be limited to the fees disbursed by UTA to Transit under this Agreement during the year in which the event that gave rise to such claim occurred. The Application may enable linking to other websites or resources on the Internet. These other websites are not under Transit's control, and UTA acknowledges that Transit is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Transit or any association with its operators. UTA further acknowledges and agrees that Transit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. For the avoidance of doubt, UTA is solely responsible for its use of End User Data and shall indemnify,

defend and hold Transit and its officers, directors, agents and employees and affiliates harmless from and against any and all liability, loss, damage, cost or expense relating to End User Data, including, without limitation, UTA's reliance on and/or use of such End User Data.

10. **Term.** The term of this Agreement shall be for a period of one year beginning on the date of signing of this Agreement. ("Term"). The Agreement will automatically renew for additional one-year periods for up to five years. Either party may terminate this Agreement for any reason by giving ninety (90) day's written notice to the non-terminating party.

11. **Assignment.** UTA may not assign, subcontract or otherwise transfer this Agreement or any rights or obligations hereunder without Transit's prior written consent, which consent will not be unreasonably withheld, and provided that such assignee, subcontractor or person agrees in writing to be bound to the terms of this Agreement. Transit may assign or otherwise transfer this Agreement or any rights or obligations hereunder without UTA's consent.

12. **Independent Contractors.** In giving effect to this Agreement, neither party shall be or be deemed an agent, employee or franchisee of the other party for any purpose. The parties agree that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. Except as specifically provided for in this Agreement, neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other party. The parties agree not to use the terms "agent" or "agency" or any other word connoting agency to describe the co-operative relationship of the parties. Should the terms "partnership" or "partner" or any other word connoting partnership be used to describe the co-operative relationship of the parties, each party agrees to make it clear to third parties that these terms refer only to the spirit of co-operation between the parties and do not describe or create the legal status of partners, joint venturers or any other form of legal organization or entity.

13. **Accessibility.** Transit agrees that it will ensure that the App is accessible to people with disabilities and will comply with all applicable laws and regulations, as well as industry standards, regarding accessibility.

14. **Notices.** Except as otherwise provided in this Agreement, all notices, authorizations, demands, requests, consents or other communications (in this paragraph, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be deemed received upon the date of transmission by email, provided that receipt of such email is electronically confirmed by non-automated reply mail, or upon the date of delivery as indicated by Federal Express or other internationally recognized receipted overnight or courier service, at the following addresses:

In the case of a notice to Transit:

9280-0366 Québec Inc., 5333 Avenue Casgrain Suite 803, Montréal QC H2T 1X3

Attention: Sophie Le Blanc

Telephone: 613-791-6791

Email: sophie@transit.app

And in the case of a notice to UTA:

Teressa Pickett

669 West 200 South

Salt Lake City, Utah 84101

Telephone: 801-236-4754

Email: tpickett@rideuta.com

Any party may change its address for notice by giving notice to the other party as provided in this paragraph.

15. **Entire Agreement.** This Agreement, together with any related statement of work, is the entire agreement of the parties as to the subject matter and supersedes all prior written and oral agreements and understandings relating to same.

16. **Applicable Laws.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. The parties hereto agree that any disputes regarding this Agreement shall be resolved exclusively in courts located Salt Lake City, Utah and the parties hereby submit to the jurisdiction of those courts.

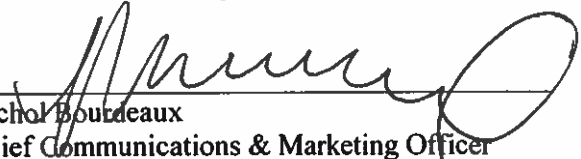
17. **Language.** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

9280-0366 Québec

David Block-Schachter
Chief Business Officer

Utah Transit Authority



Nichol Bourdeaux
Chief Communications & Marketing Officer



Laura Hansen
Director of Planning

Approved as to Form



UTA Compliance Officer

EXHIBIT A – End User Data

Transit is prepared to share End User Data with UTA to help improve operations and support planning initiatives. This exhibit describes the End User Data Transit will share with UTA, and the format of the End User Data. Upon request, Transit can provide access to historical data beginning on January 1st, 2017.

Overview

End User Data will be shared with UTA in a CSV file format. The End User data will contain aggregate and anonymous information about Transit usage in UTA's service area, including user locations, origin-destinations, and App usage.

Locations Data

The locations file contains information on where an End User was located when they used the Application:

latitude	longitude	timestamp
35.79872	-78.65966	2017-04-24 06:47:09 -0400
35.76412	-78.699566	1969-12-31 19:00:00 -0500
35.787509	-78.781559	1969-12-31 19:00:00 -0500

- latitude: a user's latitude at the beginning of a session.
- longitude: a user's longitude at the beginning of a session.
- timestamp: the time a particular action took place.

Trips Data

The trips file contains information about a-to-b journeys planned by users:

start_latitude	start_longitude	end_latitude	end_longitude	timestamp
35.787518	-78.700287	35.838068	-78.678074	2017-04-24 10:34:35 -0400
35.787521	-78.700271	35.838068	-78.678074	2017-04-24 10:35:27 -0400
35.787553	-78.700539	35.839874	-78.678412	2017-04-24 10:43:06 -0400

User Data

The user file contains information about Transit usage:

feed_id	date	download	users	sessions	users_week	users_month
67	8/1/16	5	25	50	79	210
67	8/2/16	9	29	52	91	221
67	8/3/16	4	24	57	104	211

feed_id: the id of the GTFS feed for which usage is being counted.

download: the number of downloads for a given feed on a given day

users: the number of users who used Transit on a given day

sessions: the number of sessions on a given day (counting widget sessions + app sessions)

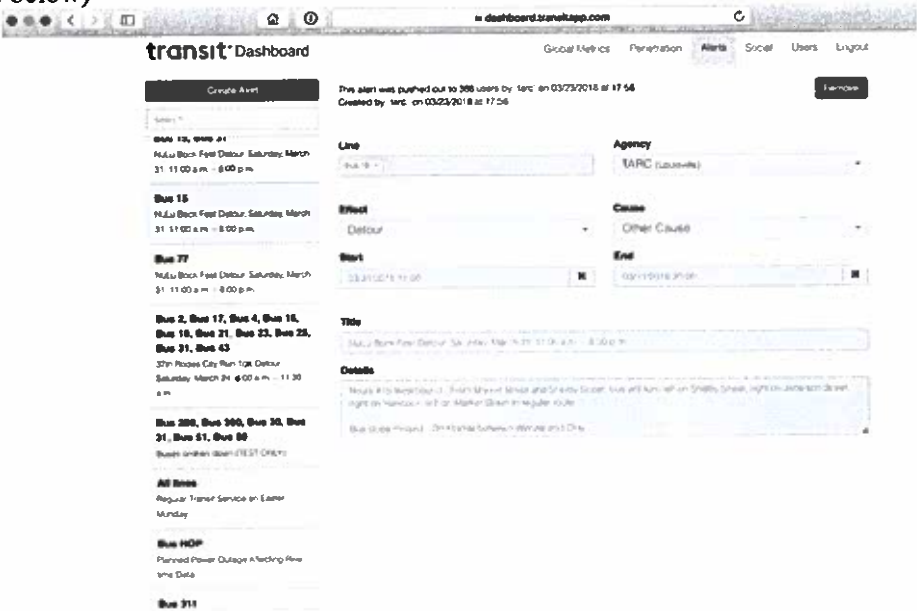
EXHIBIT B – Features

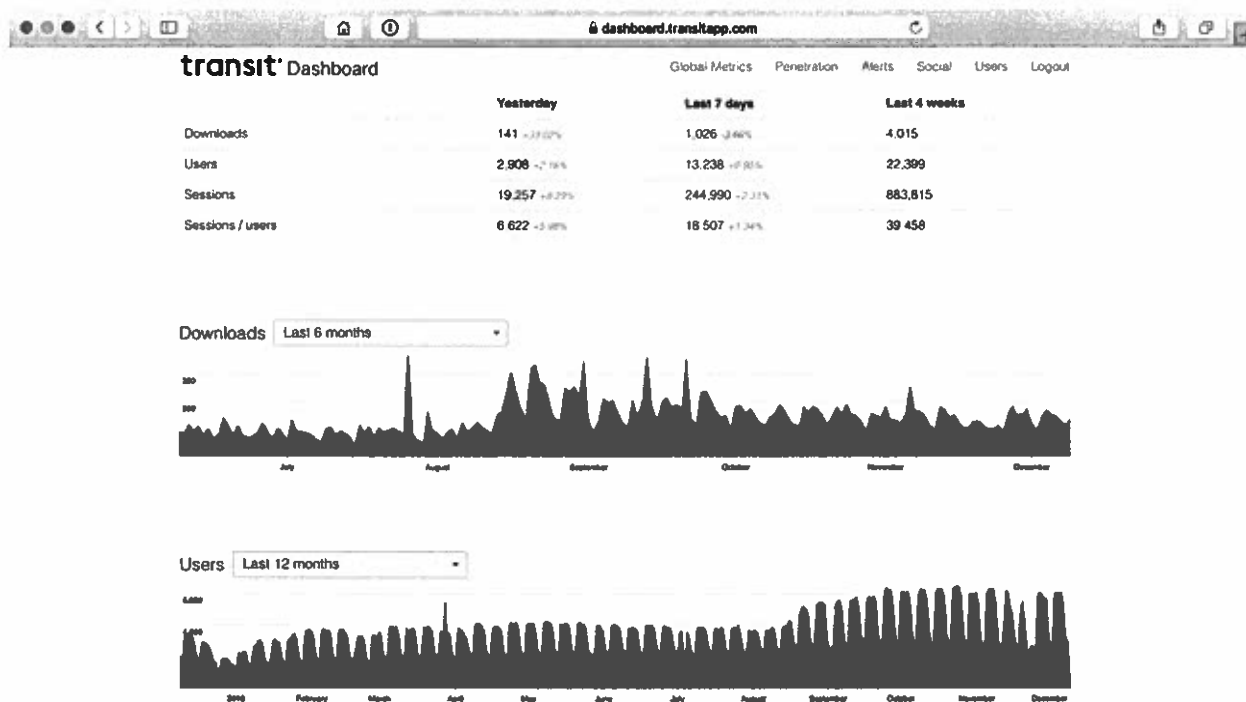
As described in Section 4.5 and 4.7 of the Agreement, Transit shall provide UTA with the following features:

- Customized and geo-localized UTA section in the settings page (example from Boston below)



- Access to the Dashboard (displayed on the next page) and service alerts tool (example from Louisville below)







Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

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

TITLE:

Change Order: Microtransit Master Service Agreement Service Order No. 2: Southern Salt Lake County Renewal (River North Transit LLC. - Via)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve the UTA-Via Service Order No. 2 and authorize Interim Executive Director to execute the contract and associated disbursements with River North Transit LLC (Via) for the Southern Salt Lake County UTA On-Demand microtransit service renewal for the amount of \$12,601,142.

BACKGROUND:

The Southern Salt Lake County UTA On-Demand microtransit service is the agency's first on-demand microtransit service and has been operational since November 2019. The service is a public private partnership with River North Transit LLC (Via) and has been operating under a previous Master Services Agreement (UTA Contract 19-03043) procured as part of the deployment and pilot phase of the service in 2019. The service order under the 2019 MSA expires on December 31, 2021, and UTA desires to renew the service for three years under the new Master Services Agreement with Via (UTA Contract 20-03399BM) which was procured through a competitive process and executed in 2021 and approved by the board on August 25, 2021.

DISCUSSION:

Service Order No.2 is the second service order under the UTA - Via Master Services Agreement (MSA) for On-Demand Technologies and Innovative Services. The MSA was executed in September 2021 after UTA completed a competitive procurement process for a long-term on-demand and microtransit vendor to support

expanded and new on-demand services and programs (UTA Contract 20-03399BM). This service order is a renewal of the UTA On-Demand Southern Salt Lake County microtransit service and moves the service from UTA Contract 19-03043 to UTA Contract 20-03999BM. The service is supported by UTA's Five-Year Service Plan and is included in the 2022 Innovative Mobility Solutions budget. The service order defines funding and operating parameters for the Southern Salt Lake County Service and is a three-year contract with Not-to-Exceed (NTE) annual expenses defined for each year. NTE amounts are not guaranteed spending amounts and are above the estimated cost to operate the service in years 2023 and 2024. These amounts include flexibly to expand the fleet, increase service hours, and market and promote the service as determined by UTA.

CONTRACT SUMMARY:

Contractor Name:	River North Transit LLC (Via)
Contract Number:	20-03399-2 BM
Base Contract Effective Dates:	Master Service Agreement: 8/25/21 through 8/25/26
Extended Contract Dates:	Service Order 2: 1/1/2022 - 12/31/2024
Existing Contract Value:	Service Order No. 1: \$1,740,000
Amendment Amount:	Service Order No. 2: \$12,601,142
New/Total Amount Contract Value:	\$14,341,142
Procurement Method:	RFP
Funding Sources:	2022 Innovative Mobility Solutions Budget

ALTERNATIVES:

The Southern Salt Lake County UTA On-Demand microtransit service is a planned service as part of the agencies Five-Year Service Plan.

FISCAL IMPACT:

- 2022 NTE Amount: \$3,054,967
 - 2023 NTE Amount: \$4,652,417
 - 2024 NTE Amount: \$4,893,758
 - Total Service Order No. 2 NTE Amount: \$12,601,142
-

ATTACHMENTS:

- Service Order No. 2 Under the On-Demand Technologies and Innovative Mobility Services Master Service Agreement

**SERVICE ORDER NO. 2 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-2**

**SERVICE ORDER NO. 2
UTA ON DEMAND – SOUTHERN SALT LAKE COUNTY DEPLOYMENT RENEWAL**

DATE: DECEMBER 15, 2021

1. Purpose

On September 1, 2021, each of River North Transit, LLC (“**Via**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled On-Demand Technologies and Innovative Mobility Services (the “**MSA**”). By this Service Order No. 2, the Parties agree to continue their collaboration on the UTA On Demand Deployment (hereinafter the “**Deployment**”) in southern Salt Lake County, Utah, which began in November 2019 pursuant to the Parties’ original Master Service Agreement (as amended up to the date hereof).

Under this Service Order No. 2 (the “**Service Order**”), Via will continue to provide UTA with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third-party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via’s Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

2. Effective Date; Duration

This Service Order shall take effect on January 1, 2022 (hereinafter the “**Effective Date**”), and the term of the Deployment under this Service Order shall be for a period of 36 (thirty-six) months from such date. The Appendices A, B, & C attached hereto may be amended annually to reflect updated agreements on service parameters, and deployment goals and objectives.

3. Fees

The Parties agree to reassess and renegotiate the fees charged by Via to UTA on an annual basis, if necessary, and to amend and include fees and a fee structure in the Appendices of this Service Order.

Any new regulatory fees imposed by a governmental entity related to the Services will be charged as a pass-through cost contingent on UTA’s advance agreement which will not be unreasonably withheld or delayed. UTA will have the option of decreasing other Services or expenses in order to off-set these additional fees.

4. Service Parameters

Pursuant to the MSA and in accordance with Appendix A and B, Via will provide access to a platform service (the “**Platform**”) through which Riders will be able to book and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

The Parties agree to collaborate toward the operation of two distinct, commingled service types to be served concurrently by the same Vehicle Fleet:

- (1) An on-demand microtransit service that shall be available to all eligible residents and visitors to the UTA On Demand service area, and which shall remain inclusive and accessible for persons with disabilities; and
- (2) A dedicated “Paratransit Connection” service, which shall be available to UTA Paratransit-eligible Riders for the purpose of transporting them between their home or other location inside the UTA On Demand service area and a UTA transit connection point (TRAX or FrontRunner station) inside the service area. In mutually agreed upon cases (such agreement in written email being sufficient), this service may also be used to transport Riders from the Riders’ home directly to another location inside the service area in a point-to-point fashion.

The Parties agree to amend this Service Order or its appendices annually with updated parameters regarding the service zone, service times, and vehicle fleet configuration, to be determined per the Parties’ mutual agreement.

Rider Fares: Rider fare and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.

Fare Revenue: UTA shall maintain its partner Braintree (or follow-on commercial vendor) account throughout the Deployment and shall collect and own all revenue from service fares (“farebox revenue”), net of Braintree service fees, in the account.

Payments: Via will ensure acceptance of Rider payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a “paper ticket” payment method and will be permitted to ride if the Driver Partner serving that Rider’s trip deems the paper ticket valid. Via will also provide a concierge booking service for Riders without smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA’s cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot (“Depot/Lot”) with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with, nor disrupt, UTA or UTA partner operations. Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanic services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA, Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided that the requirements in Section “Parking” above are met by UTA or a UTA partner as applicable.

5. Project Team & Governance

Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the “**Via Project Manager**”) who will lead Via’s Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the Deployment (the “**UTA Project Manager**”). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Service Order.

During the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Service Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform. Via will engage in a good faith effort to register Salt Lake County residents as Driver Partners.

Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation services in Spanish to customers using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

The Parties agree to collaborate towards the achievement of service goals and objectives. The Parties further agree to reassess and renegotiate annually the service goals and objectives, and to amend and include service goals and objectives in the Appendices of this Service Order. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review progress toward their agreed goals and objectives.

10. Data Sharing & Reporting

Via will share data from the Deployment, including data required for the National Transit Database (NTD) Form S-10. Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment, UTA may have the need to collect additional data ("**Additional Data**"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. UTA Fueling Card Network

UTA and Via agree to collaborate towards the use of UTA's contract with US Bank and the Voyager Fuel Card Network (hereafter "**Fuel Card**") to reduce overall Deployment expenses and use of the Fuel Card by Via's Driver Partners for the purpose of fueling the Vehicle Fleet. For the avoidance of doubt, both parties agree that Via's Vehicle Partner will be the administrator of the Fuel Card Program and that Via is merely responsible for collaborating with UTA and its Vehicle Partner as needed.

UTA will provide Via and its Vehicle Partner and Driver Partners access to the Fuel Card network and establish an independent "Via Account" for the sole purpose of fueling the Vehicle Fleet as part of the Deployment:

- UTA will pay the monthly fueling expenses incurred by the Via Account
- UTA may review, monitor, and/or report any fueling discrepancies or concerns to Via regarding use of the Fuel Card by Driver Partners

- UTA will support Via with any set up or on-boarding required to implement the Fuel Card and/or assist with any issues or concerns during the Deployment
- If the Vehicle Partner flags to UTA issues related to the Fuel Card malfunctioning or not being usable for any reason not due to the Vehicle Partner or the Driver Partner, then UTA will support the Vehicle Partner with troubleshooting as necessary to ensure resolution of the issue. Via's Vehicle Partner will administer the day-to-day usage of the Fuel Card by Driver Partners and establish appropriate measures to limit risk of Fuel Card misuse or fraud
- Via's Vehicle Partner will establish standard operating procedures for Fuel Card usage
- Via's Vehicle Partner will monitor and review monthly fuel usage and address any issues or concerns with Driver Partners
- Via and Via's Vehicle Partner will work with UTA to determine the best fueling locations within the service area which offer maximum fuel pricing discounts including the types of fuel used with the Vehicle Fleet
- Via will reimburse UTA for any charges made to the card due to either loss or fraudulent misuse of the Fuel Card by the Via's Driver Partners based on comparison of the revenue hours driven by each driver with the amount of fuel charged to the Fuel Card

UTA and Via agree that it is in the best interest of the Parties to minimize the use of a Driver Partner fueling a Fleet Vehicle with a personal card. However, in the event a Driver Partner experiences an issue with the Fuel Card which cannot be resolved, a Driver Partner or the Vehicle Partner may fuel a Fleet Vehicle at its own cost, and in each case be reimbursed as follows:

- Via will reimburse any Driver Partner who fuels a fleet vehicle with a personal card, ultimately passing through such expense to UTA
- Via will invoice UTA as part of the monthly service billing and provide a detailed summary for any Driver Partners or Vehicle Partner fuel reimbursements

If a Driver Partner fuels a Fleet Vehicle with a personal card, Via will make all reasonable efforts to notify the issue to UTA as to resolve the issue in a timely manner and mitigate the chances of a Driver Partner fueling a fleet vehicle with a personal card in the future. The Parties acknowledge that Via is free to delegate certain responsibilities to its Driver Partners. Such delegation does not affect privity between UTA and Via.

12. Timing; Scope

This Service Order shall enter into effect upon the aforementioned Effective Date. All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order No. 2 to be executed in duplicate as of the date first herein written.

Via: River North Transit, LLC	Customer: Utah Transit Authority
DocuSigned by:  EF1C5B8915AA496... ALEX LAVOIE Manager of River North Transit, LCC	Jaron Robertson Director, Innovative Mobility Solutions Nichol Bourdeaux Chief Planning and Engagement Officer Mary DeLoretto Interim Executive Director DocuSigned by:  70E33A415BA44F6... MICHAEL BELL Assistant Attorney General UTA Counsel 11/22/2021

Appendix A
UTA On Demand Powered by Via: Southern Salt Lake County Deployment Service Area



Appendix B: Deployment Parameters

The Parties agree to the following Deployment Parameters for the UTA On Demand Deployment in Southern Salt Lake County. Upon mutual agreement, the Parties may agree to subsequent modifications of these Parameters during the term of this Agreement.

- **Deployment Service Zone:** Approximately 71.1 square miles coverage zone in Salt Lake County, Utah. See Appendix A for a map of the service zone boundary.
- **Service Days/Hours:** The Deployment's operating hours shall be Monday through Friday, 4:00am to 12:15am (the following day); and Saturday, 6:00am to 1:15am (the following day).
- **Vehicle Fleet:** Via's Vehicle Partner will offer a fleet of up to twenty-four (24) branded, licensed and insured vehicles, including twelve (12) Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the 24 total vehicles, two (2) WAV and two (2) non-WAV vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties.

Appendix C:
Annual Not-to-Exceed Fees

Total Compensation: The not-to-exceed (NTE) total compensation for performance for the duration of the Service Order as covered by the MSA and all Addendum(s) is twelve million six hundred and one thousand one hundred and forty two dollars (\$12,601,142). These NTE amounts include, but are not limited to, service expenses for WAV retrofits, vehicle wrapping, driver pay, vehicle rental fees, live customer support, project operations, rider acquisition, technology, and dedicated IT operations. Annual expenses and NTEs are subject to downward adjustment based on actual revenue hours achieved. Annual NTE's shall be distributed as follows (exclusive of fuel):

- 2022 NTE: \$3,054,967
- 2023 NTE: \$4,652,417
- 2024 NTE: \$4,893,758



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
Tim Merrill, Assistant Attorney General
Monica Morton, Fares Director

TITLE:

UTA Ordinance Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees of Utah Transit Authority established under the Public Transit District Act adopted the UTA Ordinance in 2016. The adoption of rules and regulations ensure the orderly operation of the system and the safety, comfort, and well-being of its passengers, employees, and the general public. The adopted 2016 Ordinance governs civil penalties, including fines, and applicable state or local criminal penalties.

DISCUSSION:

A cross-functional team at UTA has been working collaboratively on updating the existing 2016 UTA Ordinance. The board will be presented with a recommendation to have three separate ordinances in lieu of just the one. These would include a fare payment ordinance, a criminal ordinance, and a trespassing ordinance. In addition, the presentation will include the first draft of the fare payment ordinance and the recommended timeline for adoption.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA Draft Ordinance - Fare Payment Compliance

UTA Ordinances

Fare Payment Compliance

Section 1. Definitions

“Administrative Citation” means a written administrative ticket issued by an Authorized Representative to a person for a violation of these Ordinances

“Appeals Officer” means the individual designated by the Executive Director to administer the appeal process set forth in this Ordinance.

“Authority” means the Utah Transit Authority.

“Authority Representative” means a UTA employee, Transit Police Officer or other agent who is authorized by job title, job description, specific assignment, or request of UTA to act pursuant to these Ordinances.

“Boarding Zone” means an area used for the loading or unloading of passengers from a Transit Vehicle, including the area adjacent to such locations.

“Hearing Officer” means the individual designated by the Executive Director to administer the adjudication process for Administrative Citations as set forth in this Ordinance.

“Infraction” means an offense designated as such pursuant to this Ordinance.

“Platform” means an area within or adjacent to a fixed guideway system specifically designed for the access of passengers as they load and unload from a Transit Vehicle.

“Proof of Fare Payment” means:

- 1) To display the digital image of an activated mobile ticket on a person’s mobile device and display the security feature on the ticket when asked;
- 2) To tap an electronic fare card on a card reader, and receive a positive signal, such as a green light, before boarding a Transit Vehicle;

- 3) To permit an Authorized Representative to scan an electronic fare card to determine if the card was tapped and valid;
- 4) To permit an Authorized Representative to visually validate fare media;
- 5) To display fare media and any accompanying identification when asked.

“Transit Vehicle” means a car, bus, railcar, or other mode operated by or on behalf of UTA for the movement of persons, including the appurtenances to and from such Transit Vehicles.

“Valid Fare Payment” means a fare media issued or authorized by UTA and used pursuant to the terms and conditions of the particular fare media, including:

- 1) A mobile ticket purchased in advance of travel through a mobile app and manually activated for use before entering a Boarding Zone or Platform;
- 2) An electronic fare card issued by UTA or an approved partner for use on UTA’s electronic card readers that is activate and not expired;
- 3) A prepaid ticket or period pass with a printed expiration date that is used before it expires;
- 4) A pass, ticket or other fare media authorized by UTA.

Section 2. Fare Payment

- A. A Person shall possess Valid Fare Payment while riding a Transit Vehicle.
- B. A person shall retain Proof of Fare Payment while on a Transit Vehicle and shall present it for inspection upon request.
- C. No person shall occupy a Platform or Boarding Zone without paying the applicable fare and exhibiting Proof of Fare Payment when asked by an Authorized Representative.
- D. No person shall possess fare media that has been tampered with or altered.
- E. A person shall not:
 - i. Board a Transit Vehicle without Valid Fare Payment;
 - ii. Use a discount ticket without being eligible;
 - iii. Duplicate, counterfeit, or alter a fare media;
 - iv. Transfer a nontransferable fare media;
 - v. Use expired fare media; or
 - vi. Falsely represent oneself as eligible for reduced fares.

- F. A violation of this Section is punishable as an Infraction.

Section 3. Fare Enforcement

- A. An Authority Representative may issue an Administrative Citation to a person who violates Section 2 of this Ordinance.
- B. Administrative Citations shall be resolved in one of the following ways:
- i. Within [14 - 30] days of receiving an Administrative Citation, by paying the fine associated with the Administrative Citation; or
 - ii. Within [14 - 30] days of receiving an Administrative Citation, by making contact with the Hearing Officer to:
 - a. Arrange payment of the fine to be made at a later date, or
 - b. Protest the Administrative Citation.

Section 4. Fines

- A. A person who receives an Administrative Citation shall be subject to the following fines:
- i. *First Offense.* A first offense shall be punishable by a fine of [\$25.00 / 50.00 / 75.00].
 - ii. *Second and subsequent offenses.* Second and subsequent offenses shall be punishable by a fine of [\$50.00 / 75.00 / 100.00 / 150.00].
- B. *Fine Payment.* Fine payments may be made by selecting an option on UTA's website payment portal or by calling and making payment with the assistance of the Hearing Officer.
- C. *Alternatives to Fines.* A person shall contact the Hearing Officer to arrange an alternative to full fine payment. Alternatives to full fine payment (such as community service or enrollment in a safety class) shall be listed on UTA's website payment portal.
- D. Fine payments shall be deemed delinquent when:
- i. Payment has not been made within [14 - 30] days from the date of issuance of the Administrative Citation and the individual has made no contact with UTA;

- ii. The payment deadline granted by the Hearing Officer has passed and payment has not been fully satisfied;
 - iii. The deadline to perform an alternative to full fine payment (such as community service) has passed without completion (in which case the original fine shall be imposed).
- E. Delinquent fines shall be subject to a delinquent fee of [\$10.00 / 25.00 / 50.00].
- F. Uncollected fines and delinquent fees which remain outstanding for more than 180 days may be turned over to civil collection.

Section 5. Protests

- A. If a person does not agree with the Administrative Citation they may protest to the Hearing Officer.
- B. The person shall submit a protest in one of the following ways:
 - i. online through the UTA's ticket resolution portal; or
 - ii. in person by speaking to the Hearing Officer; or
 - iii. in writing by mailing a protest to the Hearing Officer; or
 - iv. by telephone by speaking to the Hearing Officer.
- C. A protest shall be submitted within [14 – 30] days of the date the Administrative Citation was issued or the right to protest will be forfeited.
- D. The protest shall include the following information:
 - i. The person's name
 - ii. Mailing address
 - iii. Phone number
 - iv. Email, if the person wishes to communicate by email
 - v. The date and number of the Administrative Citation
 - vi. A statement as to the grounds for the protest.
- E. Upon receipt of a protest, the Hearing Officer shall perform an initial review and may:
 - a. Render a decision based on the information in their possession to dismiss the Administrative Citation; or
 - b. Schedule a hearing on the protest.

- F. A Notice of Hearing shall be mailed to the person (or emailed if an email address has been provided) at the address listed on the protest.
- G. At the Hearing Officer's discretion, the protest hearing may be held in person or virtually. Failure of the protestor to appear at the hearing shall result in the protest being dismissed.
- H. At the hearing, the protestor may offer a verbal statement. A representative from UTA may also make a statement. Either party may present to the Hearing Officer documentation or other evidence.
- I. The protestor bears the burden of proof to establish that the Administrative Citation was in error by a preponderance of the evidence.
- J. At the conclusion of the hearing, or as soon as practicable, the Hearing Officer shall render a verbal decision and document the action taken.
- K. In instances where the Hearing Officer upholds the Administrative Citation, the Officer shall inform the protestor of their right to appeal the decision within 10 days from the date of the decision.
- L. Any documentation presented at the hearing shall be preserved for until the period in which the protestor may appeal the decision of the Hearing Officer has expired.

Section 6. Right to Appeal

- A. A person may appeal a decision of the Hearing Officer by submitting a written request to the Appeals Officer within 10 days of the decision.
- B. The Hearing Officer shall forward the file to the Appeals Officer for a determination.
- C. The Appeals Officer shall notify the appealing party of the date and time of the appeals hearing. Failure to appear at an appeals hearing will result in dismissal of the appeal.
- D. The appeals hearing shall be a *de novo* hearing.
- E. At the appeals hearing, the appealing party may make an oral argument. A representative from UTA may make an oral argument.
- F. The appealing party bears the burden of proof to establish that the Administrative Citation was in error by a preponderance of the evidence.

- G. The Appeals Officer shall render a decision in writing within 30 days of the appeals hearing.
- H. The Appeals Officer's decision is the final administrative action related to an Administrative Citation.

DRAFT



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer

TITLE:

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

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt revisions to UTA Policy UTA.05.02 Paid Time Off - Administrative Employees

BACKGROUND:

UTA currently offers nine paid holidays. In 2021, staff researched other holiday policies and found most comparable organizations recognize Martin Luther King (MLK) as a regular paid holiday. UTA has updated this policy to include MLK Day as a holiday for administrative employees.

DISCUSSION:

UTA recognizes the importance of the MLK holiday and wants to begin recognizing this holiday moving forward. Not only does this make good sense from a best practice perspective, the Executive Team recognizes the importance of honoring this holiday within our community and for our employees. The policy update also includes clarification about UTA's Retiree Medical Program noted in Corporate Policy 6.5.4 Retirement.

ALTERNATIVES:

If UTA Policy UTA.05.02 revisions are not adopted, the current version of UTA.05.02 Paid Time Off - Administrative Employees approved in June 2021 will remain in effect.

FISCAL IMPACT:

Increase total administrative staff holidays by one holiday annually. These costs are already budgeted in the salary of administrative employees.

ATTACHMENTS:

UTA.05.02 Paid Time Off - Administrative Employees

UTAH TRANSIT AUTHORITY POLICY

No. UTA.05.02

PAID TIME OFF – ADMINISTRATIVE EMPLOYEES

1) **Purpose.**

Utah Transit Authority offers several types of Paid Time Off for administrative employees, including Sick Leave, Vacation time, Floating Holidays, Holidays, Bereavement Leave, Court Attendance/Jury Duty Leave, Military and Parental Leave.

2) **Definitions.**

For purposes of this policy and the associated Standard Operating Procedure, the following terms shall have the definitions and meanings set forth below:

“Administrative Employee” means an employee who is not subject to the Collective Bargaining Agreement.

“Authority” means the Utah Transit Authority.

“Dependent” means a spouse, a child under 19, or other legal dependent as defined by Internal Revenue Code § 152.

“Exempt Employee” means an employee who is exempt from the overtime provisions of the Fair Labor Standards Act.

“Floating Holiday” means up to two days per payroll year, in addition to the ten Holidays recognized by UTA, for the employee’s use.

“FML” means family medical leave as defined by the Family and Medical Leave Act of 1993.

“Full-Time Employee” means an employee who is regularly scheduled to work thirty (30) hours or more per week.

“Holiday” means one of the ten recognized Holidays listed in this policy.

“Incidental Illness” means an illness other than a serious illness as defined under the Family and Medical Leave Act of 1993.

“Introductory Period” means the first 90 calendar days of employment with Utah Transit Authority.

“Non-Exempt Employee” means an employee who is not exempt from the overtime provisions of the Fair Labor Standards Act.

“Other Medical Leave” means a leave of absence for an employee who does not qualify for FMLA for the employee's or dependent's illness as defined in this Policy.

“Part-Time Employee” means an employee who is regularly scheduled to work less than thirty hours per week.

“Safety-Sensitive Job” means a job which includes one or more of the following duties:

- a. operating a revenue service vehicle, including when not in revenue service.
- b. operating a non-revenue service vehicle, when required to be operated by a holder of Commercial Driver's License.
- c. controlling dispatch or movement of a revenue service vehicle; and
- d. maintaining (including repairs, overhaul, and rebuilding) a Revenue Service Vehicle or equipment used in revenue service; and
- e. carrying a firearm for security purposes.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualifying family member from participating in school or other daily activities.

“Sick Leave” means an Administrative Employee time-off benefit for use in the event of an employee’s or dependent's illness, injury, or medical appointment.

“Scheduled Sick Leave” means leave scheduled at least 48 hours in advance for an illness or injury of the employee or the employee's dependent.

“UTA” means Utah Transit Authority

“Vacation” means paid time accrued by the employee for their use.

3) Policy.

UTA provides various types of paid time-off for employee’s absence from work for personal reasons. These leaves are detailed below:

A. Sick Leave.

1. Sick leave is provided for employees as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. Sick Leave may be used for the employee's own, or their Dependent's, illness, injury, or medical appointment. Regular full- and part-time Administrative Employees who have completed their Introductory Period and have accrued Sick Leave may use sick leave. Employees using Sick Leave must directly notify their supervisor, providing as much notice as practicable.
2. Sick Leave is accrued at a rate of nine days per year (2.769 hours biweekly). Regular part-time Administrative Employees will accrue Sick Leave on a pro-rated basis based on the number of hours worked in each pay period.
3. All exempt-employees Sick Leave deductions will be charged against full day increments only in accordance with the Fair Labor Standards Act. No partial days will be deducted except as allowed under FMLA.
4. The Authority may request written medical certification of an illness or injury necessitating Sick Leave.

5. After five consecutive days of Sick Leave, employees must submit a medical note.
6. While on FMLA, employees use all available sick leave. Sick pay will not accrue during an unpaid leave of absence, while receiving worker's compensation, short- or long-term disability payments, or other insurance payments.
7. Employees who retire and meet the definition of "Retired Employee" per Corporate Policy Retirement 6.5.4, may convert up to 900 hours of sick pay into a Retiree Medical Account at time of retirement.

B. Vacation.

1. Accrued vacation time is provided to Regular full and part-time Administrative Employees. Employees who have completed their Introductory Period, have accrued Vacation time, and have received approval from their immediate supervisor may take Vacation. Employees who have an emergency need or pre-authorized reason to take vacation prior to the conclusion of the Introductory Period may seek prior approval with management.
2. Vacation time accrues according to an employee's date of hire and length of service with the Authority (except as outlined in section B.10):

Length of Service	Vacation Days Accrued
Date of Hire up to 3 years	13 days per year (104 hours)
3 up to 7 years	15 days per year (120 hours)
7 up to 9 years	17 days per year (136 hours)
9 up to 12 years	19 days per year (152 hours)
12 up to 16 years	21 days per year (168 hours)
16 up to 23 years	23 days per year (184 hours)
23 years or more	25 days per year (200 hours)

*The maximum accrual is 360 hours.

3. All exempt-employees vacation deductions will be charged against full day increments only in accordance with the Fair Labor Standards Act. No partial days will be deducted except as allowed under FMLA. All non-exempt employees vacation deductions must be used in one-hour increments.
4. Vacation pay is calculated based on using an employee's base rate of pay and is paid on regular paydays. Vacation pay is not considered hours worked for overtime calculation.
5. While on FMLA, employees must use available vacation after exhausting sick leave. However, employees may save 40 hours of vacation, provided they have not used 40 hours of vacation in the last rolling calendar year.
6. Vacation pay will not accrue during an unpaid leave of absence, while receiving worker's compensation, short- or long-term disability payments, or other insurance payments.
7. Employees who accrue 168 hours or more per year may elect to sell back up to 40 hours of vacation per year.
8. Providing an employee does not owe the Authority any money, an employee that terminates or retires from employment will be paid for all accrued, unused vacation time. The accrual amount paid cannot exceed 360 hours.
9. Executive Schedule: Board Trustees, the Executive Director, and department Chief Officers will receive an additional 7 days (56 hours) of allotted vacation days per year, not to exceed 30 days in total of vacation per year. This allotment will be deposited into

the executive's vacation bank with the first paycheck of each year. Executives with a start date on or before July 1st will receive seven (7) allotted vacation days, an executive with a start date after July 1st will receive 3.5 allotted vacation days.

C. Holidays. The following are paid Holidays:

New Year's Day	Pioneer Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Full-Time Administrative Employees will be paid eight (8) hours pay at their regular hourly rate for the holiday. Regular Part-Time Administrative Employees who are regularly scheduled to work 20 hours a week or less will receive (4) hours of holiday pay. Regular Part-Time Administrative Employees who are regularly scheduled to work more than 20 hours per week will receive (5) hours of holiday pay. Temporary Part-Time Employees and Interns are not eligible for holiday pay.

When a holiday falls within an employee's scheduled vacation, the employee will receive Holiday pay rather than vacation pay for that day.

Employees must work their assigned shift on the last scheduled day before and the first scheduled day after the holiday, except when the employee is on vacation or using a Floating Holiday.

Employees who are requested to work on a holiday or have a business need to work will be paid as a normal day worked and in addition, will receive another day off with pay for holiday worked or will be paid for hours worked as approved by management. The day off in lieu of a holiday worked may be taken during the period 10 days prior to the holiday, but in no case later than 30 days after the holiday. Days off in lieu taken prior to the holiday will not be paid until the day has been worked. Full-time employees who work on a holiday and are unable to take a day off in lieu of the holiday must receive manager approval to receive both pay for hours worked and eight hours of holiday pay.

D. Floating Holidays.

Eligible Full-Time and Part-Time Administrative Employees will be allowed two (2) Floating Holidays each payroll year. Full-Time Employees will receive two (2) eight-hour Floating Holidays, Part-Time Employees will receive two (2) four-hour Floating Holidays. Employees will choose the days they wish to use the Floating Holidays and provide at least twenty-four (24) hour notice. The use of a Floating Holiday will be subject to approval by the employee's supervisor. If the Floating Holidays are not used during the payroll year, they cannot be carried over into the next year. Eligible employees hired on or after January 1st but before July 1st will be entitled to two (2) Floating Holidays during the payroll year. Eligible employees hired on or after July 1st but before October 1st will be entitled to one (1) Floating Holiday during that payroll year. Eligible employees hired after October 1st will not be entitled to Floating Holidays during that payroll year.

E. Bereavement Leave.

1. Administrative Full- and Part- time employees may use Bereavement Leave associated with the death of an immediate family member without the loss of pay for a maximum of three (3) working days per instance of death.
2. For the purposes of Bereavement Leave “immediate family member” means a spouse, child (including step and foster), parent (including step and in-law), grandparent, sibling (including step and in-law), grandchild, and a child’s spouse.

F. Court Attendance Leave.

Administrative Employees are entitled to paid leave when required by a subpoena or at the request of the Authority to provide testimony at a trial or deposition as to matters relating to their employment at the Authority. While on Court Attendance Leave, employees will be paid at their regular rate of pay, less any reimbursement received for such appearance.

G. Jury-Duty Leave.

Full- and part-time Administrative Employees will be granted leave as needed to perform Jury-duty services in any municipal, county, state, or federal court, or before an administrative tribunal. Employees will be paid at their regular rate of pay, less any reimbursement received by the employee for Jury Duty service.

H. Military Leave.

A Military Leave of Absence will be granted if an employee is absent to serve in the Uniformed Service of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees will be reimbursed for the difference between the military rate of pay and their regular rate of pay up to a maximum period of six months each time the employee is called to active duty or required military training but no more than the actual number of days on active duty.

I. Parental Leave.

Parental leave will be provided to Full-Time Administrative Employees who have completed 12 months of employment prior to the birth of a child or adoption of a child to care for and bond with a newborn or a newly adopted or newly placed child. Four (4) weeks of approved paid Parental Leave may be taken within the six-month period immediately following the birth, adoption, or placement of a child with the employee. Parental Leave shall run concurrently with any Family and Medical Leave (FML) the employee has available.

J. Critical Incident Debriefing.

Any employee who, while working, observes or is involved in an incident which involves serious injury or death will be required to go through critical incident debriefing. The employee will remain off work during the critical incident debriefing and will be paid at their regular rate of pay. Pay received for critical incident debriefing is not considered hours worked for overtime calculation.

K. Exceptions.

Any exceptions or deviations from this policy require a written business case to be evaluated and approved by both the Chief People Officer as well as the department’s Chief Officer. The Board of Trustees will be notified of the exception, along with a summary of the business case, within five business days of the exception decision. Exception or deviations applying to the Executive Director will be approved by the Board of Trustees.

L. Policy Review.

This policy will be reviewed annually as required in Utah Code Section 17B-1-802.

4) Cross-References.

- Corporate Policy 6.1.12 Leave of Absence
- Corporate Policy 6.7.1.2 Administrative Employee Work Week and Schedule
- Corporate Policy 6.5.4 Retirement
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4335)
- Review of personnel policies (UCA 17B-1-802)
- The Public Distract Transit Act (UCA 17B-2a-808.1)

This UTA Policy was reviewed by UTA's Chief Officers on 10/06/2021, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

Kim Shanklin, Chief People Officer
Accountable Executive

Mary DeLoretto
Interim Executive Director

Approved as to form and content:

Counsel for the Authority

History

Date	Action	Owner
12/6/2005	Revised - 1.030 Sick Leave Policy	Chief People Officer
12/20/2005	Approved – 6.7.74 Sick Leave Corporate Policy Supersedes - 1.030 Sick Leave Policy	Chief People Officer
1/11/2007	Revised - 6.7.74 Sick Leave Corporate Policy	Chief People Officer
4/26/2011	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
8/23/2011	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
8/2/2016	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
06/24/2021	Rescinded Corporate Policies – 6.7.7.2 Administrative Employee Holidays. 6.7.7.3 Vacation - Administrative Employees. 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer

06/24/2021	Adopted – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
06/23/2021	Board Approved - UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
	Revised – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
	Revision Board Approved – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer

DRAFT



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Mary DeLoretto, Interim Executive Director
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

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 collective bargaining



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 12/15/2021

{This page Intentionally left Blank}