



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 23, 2023

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** Viola Miller
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of August 9, 2023 Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
7. **Contracts, Disbursements and Grants**
 - a. Contract: FrontRunner WiFi Support (Boldyn Networks Transit US, LLC) Kyle Brimley
Jarvie Curtis
 - b. Contract: Replacement of HVAC System for Murray Police Building (UAEC, INC. DBA Utah Engineering) Guy Miner
 - c. Contract: Memorandum of Agreement Regarding Joint Participation in Transit Service and Facilities (Park City Municipal Corporation and High Valley Transit) Lorin Simpson
Hal Johnson
 - d. Change Order: Amendment 1 to Addendum 31 to the Master Collaborative Planning Agreement for a Transit Economic Impact Study (WFRC, MAG, UDOT) Nichol Bourdeaux
Russ Fox
 - e. Pre-Procurements Todd Mills
 - FrontRunner Wayfinding Signage
 - UTA Sustainability Audit
 - Mid-Valley BRT Construction

8. Discussion Items

- | | | |
|----|---|---|
| a. | UTA Bus Speed and Reliability Program (BSRP) | Russ Fox
Alex Beim
Matthew Gray |
| b. | December 2023 Change Day Update | Nichol Bourdeaux
Russ Fox
Eric Callison |
| c. | Proposed 2023-2027 Capital Plan Amendment and
2023 Capital Budget Amendment for the TRAX
Daybreak Station Project | David Hancock |

9. Other Business

Chair Carlton Christensen

- | | |
|----|---|
| a. | Next Meeting: Wednesday, September 13, 2023 at
9:00 a.m. |
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10. Closed Session

Chair Carlton Christensen

- | | |
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| a. | Strategy Session to Discuss Pending or Reasonably
Imminent Litigation |
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11. Open Session

Chair Carlton Christensen

12. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_IE0ZC9QNSeaPIYkWIDDlaQ and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - 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, August 22nd will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/23/2023

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

TITLE:

Approval of August 9, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the August 9, 2023, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday August 9, 2023 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/pm/sitemap/notice/850397.html>](https://www.utah.gov/pm/sitemap/notice/850397.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. 2023-08-09_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 9, 2023

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Kim Shanklin, UTA Chief People Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of July 26, 2023 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- Team Award - S-Curve Replacement Team
- FTA Visit
- OGX - August 26 Event

Federal Transit Administration (FTA) Visit

Jay Fox, UTA Executive Director, mentioned a visit from FTA Administrator Nuria Fernandez for the Ogden Express (OGX) ribbon cutting. According to Mr. Fox, Administrator Fernandez was impressed by the work of the UTA team and said UTA is “a model to the nation of how you can get things done and get them done well.”

OGX - August 26 Event

Mr. Fox reminded attendees there will be a public grand opening event for OGX on August 26, 2023.

Team Award - S-Curve Replacement Team

Mr. Fox was joined by Jared Scarbrough, UTA Director of Capital Construction. Mr. Scarbrough summarized the work on the S-curve rail replacement state of good repair project, which was completed on the TRAX Red Line between 900 East and 1100 East earlier this summer. Mr. Fox then recognized the team participating in the project.

b. Financial Report - June 2023

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory Andrews, UTA Senior Financial Analyst; Alisha Garrett, UTA Chief Enterprise Strategy Officer; Nichol Bourdeaux, UTA Chief Planning & Engagement Officer; Kyle Stockley, UTA Manager of Capital Vehicles; and David Hancock, UTA Director of Capital Development.

Ms. Miller and Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, headcount, and operating financial results. Mr. Hofer and Mr. Andrews discussed capital spending (including spending by project type).

Discussion ensued. Questions on the impact of large events and state of good repair projects on ridership, diesel fuel prices, favorable fringe costs, nature of the 3300/3500 South MAX express optimization, variance on IT managed reserves, timeline on the Paratransit Forward study, wayfinding plan implementation delays, and number of cars left of the TRAX seat replacement project were posed by the board and answered by staff.

Staff committed to provide more information to the board on ridership for large events and state of good repair projects.

Trustee Holbrook requested an update on the S-Line extension.

c. Investment Report - Second Quarter 2023

Ms. Miller was joined by Rob Lamph, UTA Assistant Treasurer. Mr. Lamph delivered the

second quarter 2023 investment report. As of June 30, 2023, the combined yield for UTA's accounts was 3.91%. Collectively, the agency's investments were mixed in their performance against the federal funds rate benchmark but were trending upward overall.

Discussion ensued. A question on liquid asset investments was posed by the board and answered by Mr. Lamph.

7. Contracts, Disbursements and Grants

a. **Contract: Purchase Five Used Bi-Level Commuter Rail Passenger Vehicles (North County Transit District)**

Mr. Stockley was joined by Zachary Thomas, UTA Acting Commuter Rail General Manager. Mr. Stockley requested the board approve a \$1,000,000 contract with North County Transit District (NCTD) for the purchase of five used bilevel commuter rail passenger vehicles. Mr. Stockley noted the NCTD vehicles will need to be overhauled prior to operating in revenue service and said a request for proposals for that work is currently being drafted.

Discussion ensued. Questions on the condition of the vehicles, availability of spare fleet vehicles, and commuter rail car overhaul schedule were posed by the board and answered by Mr. Stockley.

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

b. **Change Order: Traction Power Substations (TPSS) Rehabilitation Change Order #012 - New HVAC Systems (C3M Power Systems, LLC)**

Emilio Tovar, UTA Systems Engineer, requested the board approve a \$1,651,646 change order to the contract with C3M Power Systems, LLC for HVAC replacements or repairs on 18 traction power substations and related work. The total contract, including the change order, is \$45,999,874.

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.

8. Budget and Other Approvals

a. **TBA2023-08-01 Technical Budget Adjustment for Economic Impact Study**

Ms. Miller was joined by Mr. Armstrong and Annette Royle, UTA Director of Board Governance. Ms. Royle provided background information on the need for an economic impact of transit study.

Mr. Armstrong reviewed the technical budget adjustment, which increases the planning and engagement operating budget by \$275,000 for a UTA economic impact of transit study. The funds for the study will be moved from operating contingency funds

to the planning and engagement budget.

Discussion ensued. A question on the study area was posed by the board and answered by staff.

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

9. Discussion Items

a. Utah Valley Express (UVX) Zero Fare Expiration

Mr. Fox was joined by Ms. Miller; Ms. Bourdeaux; Mary DeLaMare-Schaefer, UTA Regional General Manager - Timpanogos Business Unit; and David Wilkins, Assistant Attorney General. Staff engaged the board in a dialogue on whether to (1) continue, through board resolution, offering zero fare for the UVX service, or (2) transition UVX to fare-based service.

The following considerations were reviewed as part of the conversation:

- History of UVX
- Zero fare background
- Funding zero fare
- Future UVX fare options
- Potential next steps

Discussion ensued. Questions on the nature of the understanding of zero fare on UVX with Brigham Young and Utah Valley universities, advantages of paying off the Utah County-related bond early, UVX operating and maintenance costs, and UVX demographics were posed by the board and answered by staff.

Trustee Acerson suggested holding a broader conversation on zero fare. Chair Christensen said Utah County is deserving of more transit service, but extending zero fare seems counterproductive unless the entire system shifts to zero fare (and he noted there does not seem to be a political appetite for the latter).

Chair Christensen recommended staff review bond payment options and coordinate any decision on UVX fares with the fare collection system replacement requirements.

Staff committed to provide more information on UVX/Utah County transit funding to the board.

10. Other Business

- a. Next Meeting: Wednesday, August 23, 2023 at 9:00 a.m.

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

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

12. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:33 a.m.

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:34 a.m.

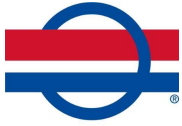
Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

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/pmnn/sitemap/notice/850397.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/246?view_id=1&redirect=true&h=d98ca349f8a201b68c2666c183bc8e10.

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

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/23/2023

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

TITLE:

Executive Director's Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Kyle Brimley, IT Director
Jarvie Curtis, IT Manager of Communications and Deployment

TITLE:

Contract: FrontRunner WiFi Support (Boldyn Networks Transit US, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute a five-year contract and associated disbursements with Boldyn Networks Transit US, LLC in the amount of \$2,081,986.74.

BACKGROUND:

UTA has had an onboard WiFi solution providing communications to our passengers since 2015. The system has had support contracts from different vendors since the beginning. The system being used is one of a few in the nation that utilize trackside communications as well as cellular connectivity to fail over when the trackside network is experiencing coverage or hardware issues. Over the last three years UTA has invested heavily into the system providing data rates up to 900 mbps. This added bandwidth will allow UTA to utilize the network for data offload of real-time passenger counts, onboard camera system in the event of an emergency, vehicle diagnostics, and positive train control systems.

DISCUSSION:

As UTA continues to strive to bring the best ride to our customer base, we will need to have the support of an integrator to achieve that. The current system is being built to be a single communication point for all onboard systems that would need to have connection back to any database. The execution of the proposed contract will provide network support, design, and deployment of new onboard WiFi technologies. The contract is for five years of support services using a mixture of operations and state of good repair budgets. It will allow UTA to maintain the system and continue to give the best experience for our riders.

This RFP had two respondents that were evaluated following UTA's procurement guidelines.

CONTRACT SUMMARY:

Contractor Name:	Boldyn Networks Transit US, LLC
Contract Number:	23-03713
Base Contract Effective Dates:	09-01-2023 Thru 08-31-2028
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$2,081,986.74
Procurement Method:	RFP
Budget Authority:	Capital & Local

ALTERNATIVES:

If this contract is not approved, we would need to go out to RFP again and extend the contract with GBS.

FISCAL IMPACT:

The Service Contract is funded by 5200.50353.92

Hardware and SGR is funded by 5246.50339.90

ATTACHMENTS:

5 Year Contract



UTA CONTRACT # 22-03713

FrontRunner WiFi

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

RECITALS

WHEREAS, on May 18, 2023, UTA received competitive proposals to provide FRONTRUNNER WIFI SYSTEM UPGRADE AND SUPPORT 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 23-03713 (the "RFP"); and

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

WHEREAS, the RESPONSE TO UTA FRONTRUNNER WIFI SYSTEM UPGRADE AND SUPPORT RFP 23-03713 DATED MAY 18TH, 2023 proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (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 for purchases of Goods and Services (made via purchase order or other agreed order method) during the [REDACTED]. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under 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 Contract (including any exhibits and attachments hereto).
 - 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 - 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

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 and reasonable prior notice to Contractor, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the onsite manufacturing or assembly process. Contractor will make reasonable efforts to obtain for UTA, upon reasonable prior notice, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA. Notwithstanding the foregoing, Goods or Services not rejected or accepted within 15 days of delivery shall be deemed accepted by UTA.
- d. Title to all Goods will pass to UTA upon delivery to UTA. Contractor warrants that Goods 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 invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with Exhibit B. 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 or delayed. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any mutually agreed or finally determined claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES; DISCLAIMER OF WARRANTIES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) at the time of delivery to UTA and Services performed shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of [REDACTED] from the date that a Good has been delivered or a Service has been performed, as applicable, in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform such Good or such Service that is defective or in any material way fails to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards,

Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

- e. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR PROVIDES THE GOODS AND SERVICES "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CONTRACTOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. UTA SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE GOODS AND SERVICES, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR SHALL HAVE NO LIABILITY THEREFOR.

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

Any deliverables first prepared or first developed by the Contractor pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services; provided Contractor has been fully paid for such Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor or any subcontractor, Contractor hereby grants UTA a fully paid, non-assignable perpetual license to use such intellectual property solely 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 solely in connection with this Contract and provided any third party to whom such information is disclosed shall be required to enter into a confidentiality agreement with Contractor in a form to be mutually agreed by the parties.

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 third party liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in breach of this Contract or Contractor's negligence or willful misconduct. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee

of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the breach of this Contract by UTA or the negligence or willful misconduct of UTA or the Indemnitees.

12. **LIMITATION OF LIABILITY**

Consequential Damages Waiver

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability

EXCEPT FOR [REDACTED] CONTRACTOR'S CUMULATIVE LIABILITY UNDER THIS CONTRACT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) [REDACTED]

13. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the 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) \$2,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim \$1,000,000

Annual Aggregate

\$2,000,000

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

5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

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

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

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

14. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement of any intellectual property rights relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on such claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit

held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated. The foregoing obligations do not apply with respect to portions or components of the Goods and/or Services (i) not supplied by Contractor, (ii) made in whole or in part in accordance with UTA's specifications, (iii) that are modified after delivery by Contractor, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where UTA continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where UTA's use of the Goods and/or Services is not strictly in accordance with this Contract.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within thirty (30) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

15. **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.

16. **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).

17. **USE OF SUBCONTRACTORS**

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

18. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA reasonably 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, and such request shall be treated as a Change Order pursuant to Section 22. 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

19. **ASSIGNMENT OF CONTRACT**

This Contract shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns, provided, however, Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Contract to an affiliate or a successor in interest.

20. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA’s ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA reasonably 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, and such request shall be treated as a Change Order pursuant to Section 22. 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.

21. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Goods to be delivered or the Services to be performed under this Contract (the “Work”). Any such order shall be specifically identified as a “Suspension of Work Order” issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage. A [REDACTED]
- 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. UTA shall pay Contractor its reasonable costs incurred as a result of the Suspension of Work Order and grant Contractor any appropriate extension of the Term.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, UTA shall pay Contractor an equitable amount to reflect costs incurred, including, but not limited to, work-in progress, Contract close-out costs, subcontractor termination costs that cannot be reasonably mitigated, reasonable costs incurred as a result of the Suspension of Work Order and profit on work performed and work-in-progress.
- 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.

22. **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, [REDACTED] 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.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all Goods delivered and 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 reasonable questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **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:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

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

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

- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within 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.
- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 32 of this Contract.

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

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

25. **FINDINGS CONFIDENTIAL**

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

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

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

The parties agree that Contractor may from time to time develop external communications in relation to this Contract, subject to UTA's written approval which shall not be unreasonably delayed or withheld. Contractor agrees to give UTA reasonable advance time for review of any material submitted to UTA for approval.

26. **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.

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is [REDACTED], 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 [REDACTED].

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is [REDACTED], 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 (8[REDACTED]).

29. **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.

30. **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



669 West 200 South

Salt Lake City, UT 84101



If to Contractor:

Boldyn Networks Transit US, LLC

ATTN: Legal Department

1400 Broadway, 17th Floor

New York, New York 10018

legal@transitwireless.com



UTAH TRANSIT AUTHORITY

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.

31. **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 and the performance of the Work.

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 [REDACTED] / Contractor's Project Manager	Five calendar days
UTA's [REDACTED] / Contractor's [REDACTED]	Five calendar days
UTA's [REDACTED] / Contractor's [REDACTED]	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, provided UTA continues to pay for the performance of such Work.

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.

32. 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.

33. 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


34. SEVERABILITY

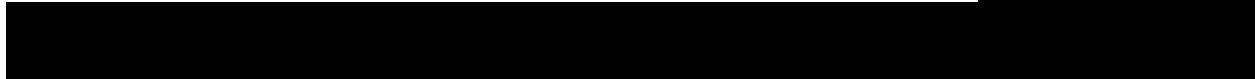
Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. AMENDMENTS

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

36. 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 or any other events which are beyond that party's reasonable control. 



37. 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.

38. 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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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, 14, 15, 24,25, 26, 31, 32, 33, 34, 36, 37, 40 and 43.

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 _____

Alisha Garrett

Chief Financial Officer

Date

BOLDYN NETWORKS TRANSIT US LLC:



By _____

Jay Fox

Executive Director

Date

By _____

Mike Bell

UTA Legal Counsel

Exhibit A

1.0 SCOPE OF WORK

Exhibit A to 23-03713



4 Response to Scope of Work Requirements

Please respond to the list below with compliance status as well as an explanation of the service if compliant. If not compliant, no explanation is needed. Article descriptions follow the overview.

SOW Description

Article	Requirements	Compliant	Explanation
1	Replacement of the mobile access routers	Must Have	See Section 4.1 below
2	24/7/365 Network operations support and monitoring	Must Have	See Section 4.2 below
3	Weekly and Monthly usage and operational reports	Must Have	See Section 4.3 below
4	96-hour response time to configuration changes	Desired Requirement	See Section 4.4 below
5	Software and programming updates/upgrades and support	Desired Requirement	See Section 4.5 below
6	Onsite technician for troubleshooting and maintenance	Desired Requirement	See Section 4.6 below
7	Hardware support for updates, upgrades, and repairs	Must Have	See Section 4.7 below
8	Trouble ticket management system	Must Have	See Section 4.8 below
9	Capability to support current RADWIN network	Must Have	See Section 4.9 below
10	List of parts cost for repairs	Must Have	See Section 4.10 below

4.1 Article 1 – Replacement of the mobile access routers

The Request for Proposal (RFP) requires the replacement of the current mobile access router with like equipment that supports both the trackside network and cellular communication. The mobile access router serves as the primary means of communication for the system and is responsible for maintaining a reliable connection between the system and the trackside network. The replacement equipment should have similar functionality and features to the current router, including the ability to automatically fail over to cellular communication when the trackside network is unavailable. The vendor will be responsible for ensuring that the replacement equipment is compatible with the system and that it can be seamlessly integrated

without any disruption to the system's operation. Additionally, the vendor will provide technical support and training to the client's team to ensure that they can effectively manage and maintain the new equipment. This requirement ensures that the system remains reliable and functional, even in situations where the primary means of communication is unavailable. Any new proposals for new hardware shall meet the requirement in Article 4.

Transit Wireless Response

Transit Wireless will replace the existing mobile access routers. Please see Section 2.1 of this proposal for additional details.

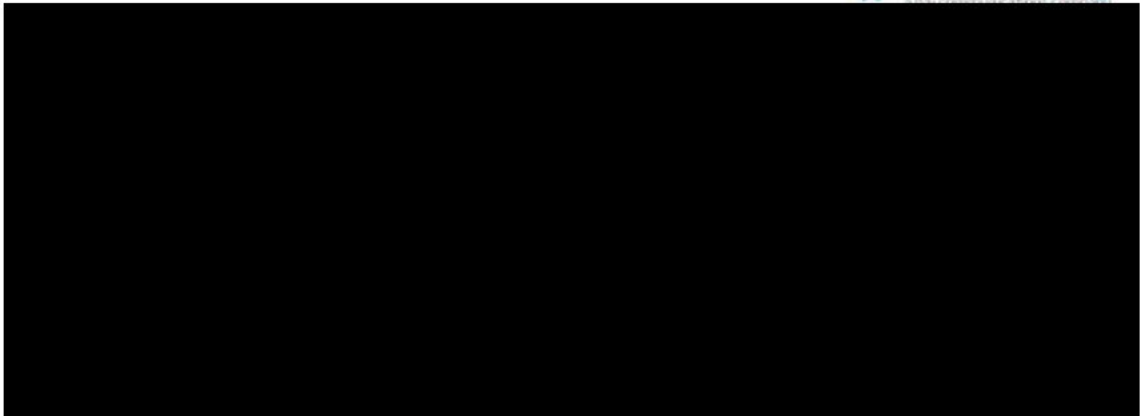
4.2 Article 2 – 24/7/365 Network operations support and monitoring

The Request for Proposal (RFP) requires 24/7/365 Network Operations Center (NOC) support to ensure the uninterrupted availability and functionality of the system. The NOC team will be responsible for monitoring the system, detecting, and resolving issues, and providing immediate support in case of any incidents. The team should be composed of qualified professionals with extensive knowledge in network operations, infrastructure, and security. They should possess strong problem-solving skills, be able to work under pressure, and have excellent communication skills. Additionally, the NOC team should have access to state-of-the-art monitoring and management tools to ensure optimal performance and timely response to any issues that may arise.

Transit Wireless Response

We have a primary NOC in the United States (and if needed a secondary / back up NOC) with the objective of 24/7/365 availability, with state-of-the art monitoring, and management tools, and an optimal blend of automation & manned expertise.

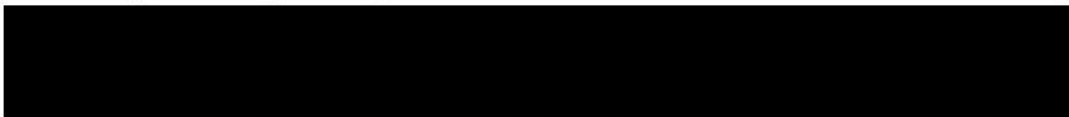
- Service notifications are automatically tracked using top-of-the-line software.
- Our team strives for 1st contact resolution and ensures ITIL best practices are followed and SLA's and OLA's are met.
- Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds to effectively address network issues that first contact does not immediately resolve.
- We not only ensure networks are operating at peak performance, but regular maintenance and upgrades are implemented on a consistent schedule.
- Our teams work directly with carriers/suppliers to maintain optimized network performance levels and implement future technology as it evolves.
- We will provide dashboard access that allows UTA personnel to review rider experience, connectivity, performance, and other network characteristics of the solution historically and in real-time.



Centralized operations include:

- Software supporting industry standard SMNP Monitoring
- Product-specific reporting and analytics
- Tech support and issue notifications
- Identification and assessment of network performance concerns.

Our OSS (Operations Support System) has been built with industry best practice tools to enable all processes to provide operational excellence.



In addition, API integrations between all systems allows for standardization across multiple functions. Automations have been implemented to minimize MTTR (Mean Time To Repair) and increase operational efficiency.

4.3 Article 3 – Weekly and Monthly usage and operational reports

The Request for Proposal (RFP) requires weekly and monthly operational reports to be submitted to the client for review. These reports should provide a detailed overview of the system's performance, including uptime, availability, and any incidents that occurred during the reporting period. The reports should also include information on the number of support requests received, their resolution times, and any trends observed. In addition to operational metrics, the reports should provide insights into the system's capacity, performance, and areas for improvement. The reports should be presented in a clear and concise format, with visual aids such as graphs and charts to aid in understanding. These reports will be used by the client to evaluate the system's performance and identify any necessary improvements or modifications that may be required to ensure optimal system operation.

Transit Wireless Response

Transit Wireless / BAI provides a periodic summary of network monitoring & performance analysis. Our Network Operation Center has been performing these services for years, and is staffed by dedicated and passionate team members with subject matter expertise, and multiple tiers of support with NOC Technicians, Network Technicians, Network Engineers, Architects and Designers.

We employ Best Practice Standard Processes & state-of-the-art tools that handle Event Reporting, Incident Management, Trouble Tickets, Configuration management, Fault management, Performance management, service requests and resolution in a methodical manner, with formal notifications / communications.

We will perform the necessary data collection, system monitoring, and fault detection, and provide the necessary reporting on Performance Monitoring, Capacity Planning, system availability, Security Monitoring, Network and Client Usage, and Network Dashboards.

4.4 Article 4 – 96-hour response time to configuration changes

The Request for Proposal (RFP) requires a 96-hour response time to configuration changes made by the client. This response time includes the acknowledgement of the requested change, analysis of the impact of the change, and implementation of the change in the production environment. The vendor will provide a dedicated team to handle all configuration change requests promptly and effectively. The team will have the necessary skills and expertise to evaluate the proposed changes, recommend any necessary modifications, and implement them in a timely and efficient manner. The vendor will also ensure that all changes are tested thoroughly before implementation to minimize the risk of any system disruption. The 96-hour response time requirement ensures that the client's business operations are not interrupted and that changes are implemented promptly to meet their requirements.

Transit Wireless Response

Our Product Development and Solutions Engineering teams will take a design approach to any changes and make recommendations to the UTA technical team. We always test any configuration changes in a lab environment before rolling out to the production network.

Any formal change request will be immediately tracked, acknowledged, and analyzed by our experts. Our on-site support will be assisted by our NOC SMEs as well. Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds, to analyze, and support any timely configuration changes and minimize interruptions to business operations.

Depending on the priority / severity of the configuration requests, they will be scheduled and addressed appropriately.

4.5 Article 5 – Software and programming updates/upgrades and support

The Request for Proposal (RFP) requires the vendor to provide support for software and programming updates/upgrades throughout the system's lifecycle. This support should include assistance with updating software components, implementing new software releases, and upgrading the system's programming as needed. The vendor should provide a well-defined process for identifying and implementing updates and upgrades, including testing procedures to ensure that changes do not impact the system's stability or reliability. The vendor should also provide technical support to address any issues that arise during the update or upgrade process, as well as training to ensure that the client's team can effectively manage and maintain the updated system. This requirement ensures that the system remains current with the latest software and programming updates, maximizing its functionality and performance, while minimizing the risk of system failure or downtime

Transit Wireless Response

Our NOC has state-of-the-art management and maintenance processes and tools to support and track any needed software & programming updates, upgrades, and implementation of new software releases. We not only ensure networks are operating at peak performance, but regular maintenance and upgrades are implemented on a consistent schedule. We verify that the system stays current, and up to date with the latest software releases, and our support teams monitor any upgrade processes to maintain performance.

4.6 Article 6 – Onsite technician for troubleshooting and maintenance

The Request for Proposal (RFP) requires the vendor to provide an onsite technician to support the trackside network. The technician will be responsible for monitoring the network, identifying and addressing any issues that arise, and performing routine maintenance and upgrades as needed. The technician will also be responsible for ensuring that the trackside and onboard network meets all required standards for safety and reliability, and that it is in compliance with all relevant regulations and guidelines. The technician should have extensive knowledge and experience with trackside network systems, including wireless communication protocols and radio frequency (RF) technologies. The technician should also possess strong problem-solving skills and be able to work effectively under pressure. The onsite technician requirement ensures that the trackside network remains operational and reliable, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

In our multi-tier 24/7/365 support structure, we will have on-site technical support backed by a team of engineers and SMEs at the NOC and nationwide level.

The on-site technician can perform routine checks and maintenance of the trackside and onboard systems.

Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds to analyze and support any troubleshooting needs.

We pride ourselves in maintaining high network availability and minimizing downtime, and also ensuring equipment and personnel safety throughout the network.

4.7 Article 7 – Hardware support for updates, upgrades, and repairs

The Request for Proposal (RFP) requires the vendor to provide comprehensive hardware support for upgrades, updates, and repairs for both the trackside and onboard network. This support should include assistance with identifying and procuring replacement parts, performing routine maintenance and repairs, and implementing hardware upgrades and updates as needed. The vendor should have a well-defined process for managing hardware support requests, including procedures for tracking and managing inventory, scheduling repairs, and providing technical assistance to the client's team as needed. The vendor should also provide training and technical support to ensure that the client's team can effectively manage and maintain the hardware components of the system. This requirement ensures that the system remains reliable and functional, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

In addition to maintaining and performing software updates, our team and NOC have established proven processes for hardware upgrades, repairs, and maintaining spares, integrated with our supply chain. We have been maintaining networks for some of the largest transit systems in the world while maintaining industry best availability times. Regular hardware maintenance and upgrades are implemented on a consistent schedule.

4.8 Article 8 – Trouble ticket management system

The Request for Proposal (RFP) requires the vendor to have a robust trouble ticket management system to track, manage, and resolve support requests related to the system. The system should provide a centralized platform for logging, tracking, and managing all support requests received from the client. The vendor should provide detailed information on the trouble ticket system being used, including its capabilities, limitations, and integration with other systems used by the vendor. The system should provide a user-friendly interface for creating and managing trouble tickets, as well as for tracking the status of requests and communicating with the client's team. The vendor should also have a defined process for managing trouble tickets, including procedures for escalation and prioritization based on severity and impact on system operation. This requirement ensures that the vendor is equipped to manage support requests efficiently and effectively from the client, minimizing the risk of system failure or downtime, and ensuring the system remains operational and reliable.

Transit Wireless Response

We maintain sophisticated, state-of-the-art Trouble Ticket management systems shared across our two NOCs. Organizations need a robust means tracking and managing trouble

It provides employees and users multiple ways to report issues for resolution and manage the assessment, assignment and investigation of tickets. Degree of urgency and risk factors can be categorized. Each case is also assigned detailed notes regarding solutions, timelines, follow ups and if any escalation is needed.

4.9 Article 9 – Capability to support current RADWIN network

The Request for Proposal (RFP) requires the vendor to support the existing RADWIN hardware listed in the Bill of Materials (BOM) provided by the client. The vendor should have extensive experience and knowledge of RADWIN hardware, including its capabilities and limitations, and be able to provide support for all components listed in the BOM. This support should include assistance with hardware installation and configuration, firmware updates, troubleshooting, and repairs. The vendor should have access to all necessary RADWIN hardware components and be able to procure replacement parts as needed. The vendor should also provide technical support and training to the client's team to ensure that they can effectively manage and maintain the RADWIN hardware components of the system. This requirement ensures that the system remains operational and reliable, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

Transit Wireless will assume responsibility for operating all the inherited network elements including access points, switches and both onboard and trackside RADWIN. Transit

4.10 Article 10 – List of parts cost for repairs

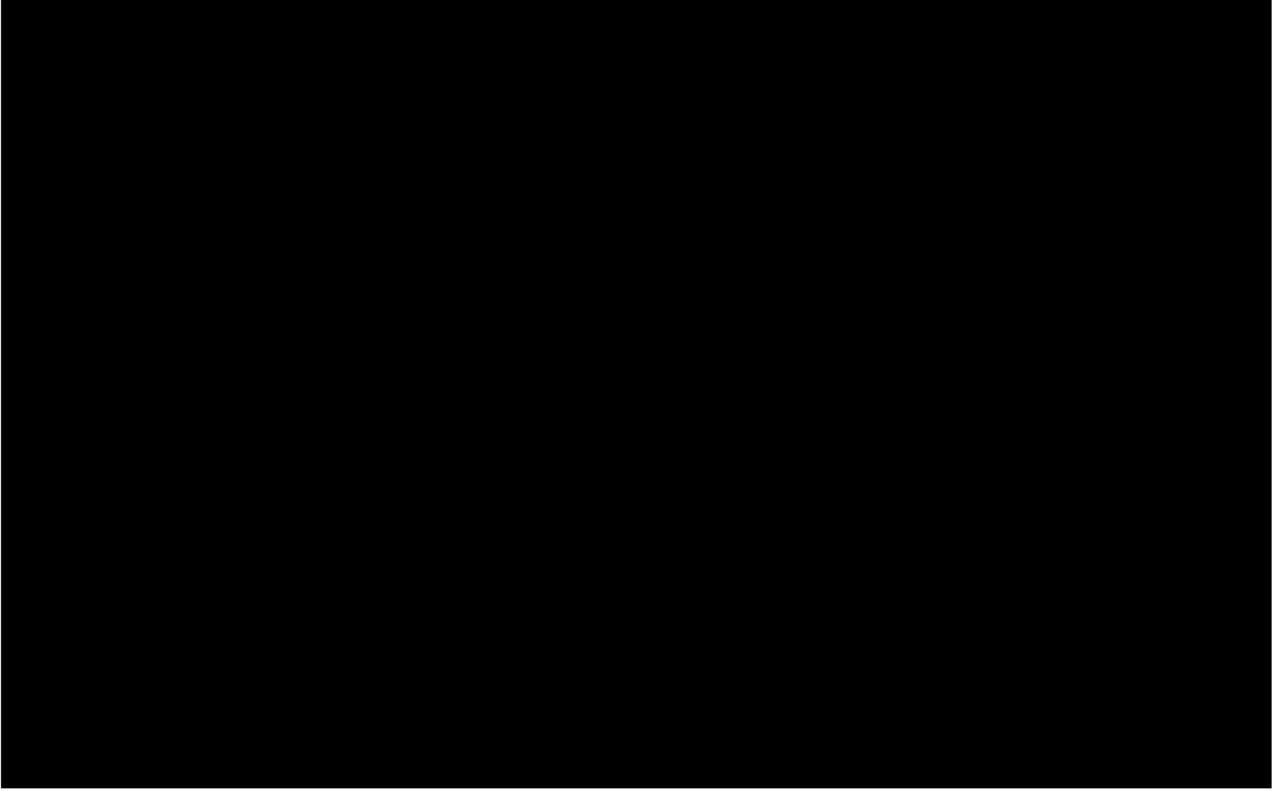
The Request for Proposal (RFP) requires the vendor to provide a detailed cost estimate for the equipment listed in the Bill of Materials (BOM) for the duration of the contract. The vendor should include a breakdown of costs for each component listed in the BOM, including all necessary hardware, software, licensing, and maintenance and support fees. Additionally, the vendor should provide an annual CPI (Consumer Price Index) increase for the duration of the

contract, to ensure that the contract price remains in line with inflation. The vendor should provide a transparent and itemized pricing model that clearly outlines the cost of each component and the associated CPI increase. This requirement ensures that the client has a clear understanding of the costs associated with the project and can effectively manage their budget over the duration of the contract.

Transit Wireless Response

Transit Wireless has provided the required equipment estimates and cost breakdowns to address this requirement in the accompanying Price Proposal response.

Network Diagram



Boldyn Networks Proposal to
**Utah Transit
Authority (UTA)**
for
**FrontRunner Wi-Fi
System Upgrade and
Support**

Contract Exhibit A – Statement of Work Addendum
Request for Proposal (RFP) 23-03713
July 31, 2023





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This addendum provides additional detail to Exhibit A Scope of Work (SOW) of UTA Contract #22-03713, outlining the specific tasks, deliverables, timeline, and other details relevant to the project.

Boldyn Networks Deliverables

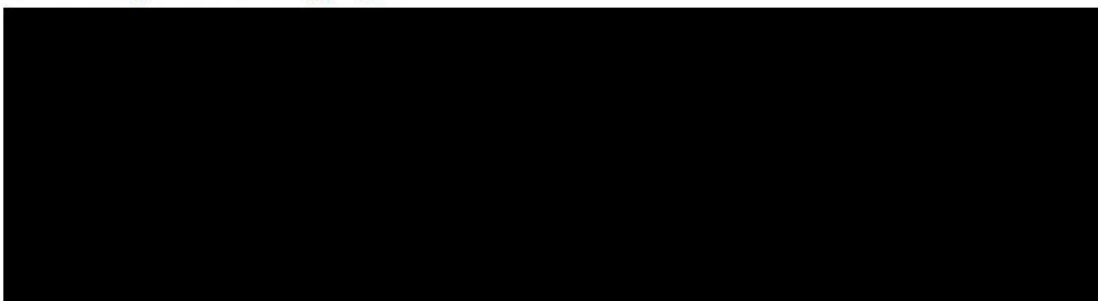
On-board Computing Platform



Cellular Modems



Link Management and Aggregation



Captive Portal

Boldyn Networks will provide a basic captive portal that will provide the passengers with the functionality to accept terms and conditions/privacy policy and authenticate onto the network. Any additional features are not included in this scope of work. The terms and conditions and privacy policy shall be defined by Boldyn Networks.

Approach – Onboard/Trackside

On receipt of a Notification to Proceed, Boldyn Networks will engage with the UTA project team to define project tasks and assign dates for deliverables. Below is a summary of the main activities that will be performed to deliver the solution to UTA:

Vehicle Site Survey – This activity will be performed to capture all the necessary technical information onboard to deliver a 30% design to UTA for approval. The site survey will provide



Boldyn Networks an opportunity to ascertain the mechanical and physical aspects of the existing solution in order to understand the requirements for interfacing with the existing on-board components (e.g., available rack space for the MEC-AR, cable connectors and whether any adapter cables will be required, understand the existing power distribution on the vehicle and any power conditioning needs for the solution. An initial network discovery will be performed at this stage.

Conceptual Design (30%) – The Conceptual Design document presents the technical findings from the initial vehicle site survey and contains a summary of the components required for the solution, installation locations, a high-level system overview diagram, cable adaptations, etc. Initial findings from the network discovery will be documented as part of this submittal.

Intermediate Design (80%) – The output of this effort will be to document the solution to be deployed on the first train (Proof of Concept). This document contains a higher level of detail including the IP schema of the entire end-to-end solution, detailed interconnect drawings, electrical diagrams, interfacing material, and a full Bill of Materials and datasheets for all installed components.

First Article Inspection (FAI)/Factory Acceptance Test (FAT): This activity is performed to validate the solution before it is installed on a vehicle. It demonstrates, in a lab environment, the end-to-end network interoperability of the solution.

Proof of Concept (PoC) – Once the FAI/FAT is complete, and the solution meets the functional requirements in a lab environment, the solution will be installed on a vehicle. Any findings from this phase will be gathered and included in the final design. The modification procedure documentation is derived from this phase during the initial installation of the equipment.

Final Design (As built) – This is the final design package for delivery to UTA. It contains all relevant documentation that details all aspects of the end-to-end solution. Any system diagrams or drawings are redlined for configuration management purposes.

Fleet Installation – Using the approved finalized design, installation, commissioning and testing of the remainder of the fleet will be completed. Commissioning and test reports will be retained and delivered to UTA.

End-to-End Network Management – Boldyn Networks and UTA will establish a procedure for performing cut over from the legacy solution to ensure a seamless continuation to the service.

Operations and Maintenance of RADWIN Trackside Wi-Fi Network

Our Network Operations Center (NOC) is the single point-of-contact for our managed wireless infrastructure, including our large transit projects, and as such, this RADWIN trackside network will be integrated to the NOC to support ongoing operations & maintenance.

This centralized operation center (with 24/7/365 availability) will support System Monitoring, product-specific reporting and analytics, tech support and issue notifications, and the identification and assessment of network performance concerns.

Service notifications are automatically tracked, and we strive for 1st contact resolution in accordance with industry standards. Tier 2 engineers and Tier 3 subject matter experts, who have extensive wireless service backgrounds, address network issues that first contact does not immediately resolve.

Boldyn Networks will provide regular maintenance and updates as scheduled by Boldyn Networks. Dashboard access will be provided that allows UTA personnel to review connectivity, performance, and other network characteristics of the solution historically and in real-time.

Our typical response times and restoration target times are based on priority and severity of the



- **Response Time** is the time between the notification of a problem (Ticket / alarm) and commencement of the problem solving.
- **Restoration Time** is the time between the notification of a problem (Ticket / alarm) and resolution of the problem solving, and implementation of the solution. It is not applicable to the issues/events to the extent caused by the Service Availability Exclusions.


Timeline

At this stage, there are several unknown factors that could potentially impact the project timeline. As these uncertainties are clarified, the timeline can be refined accordingly. The following table represents key tasks and milestones required for the delivery of products and services to UTA under the Statement of Work, along with an estimated period for completion. It is expected that following commencement of the project a detailed project schedule will be jointly agreed between Boldyn Networks and UTA.

Activity	Estimated Period	Comment
Noticed to Proceed (NTP) from UTA		
Mobilization (Procurement)		
Pre-Deployment (Surveys/Configuration/Integration)		
30% Conceptual Design		
80% Design		
Home Agent Configuration		
Proof of Concept		
Network Configuration/Integration Complete		
Partial Start of Operations and Maintenance Services		
Final Design Acceptance		
Updated MAR Installations		
MAR Installations Completed		
Start of comprehensive full fleet Operations and Maintenance Services		
Submission of Final Solution Design Documentation		



Assumptions

- All existing active network equipment and peripheral components installed are operating correctly.
- RADWIN Trackside coverage extends to the railyard.
- 
- Existing Onboard equipment (APs (Access Points), switches, antennas and cabling), with the exception of the MAR, meets current uptime and performance requirements.
- The existing trackside solution (RADWIN) meets current uptime and performance requirements.
- All existing antennas and RF (Radio Frequency) cabling are in a state of good repair.
- Home Agents will be hosted in Boldyn Networks data centers.
- A transition process will take place with UTA to establish requirements to allow Boldyn Networks to take over the management of the trackside network without additional cost to Boldyn Networks.
- All existing device management interface login credentials can be provided and then changed to ensure system access integrity is maintained.
- The existing captive portal is owned/provided by the incumbent Wi-Fi provider and will not be available for use with the upgraded solution.
- Boldyn Networks will commence the monitoring and management of each MAR as they enter service. Upon completion of all 22 MAR upgrades, Boldyn Networks will then commence the monitoring and management of all associated network elements.

UTA Responsibilities

- UTA will provide a detailed fleet vehicle list. Boldyn Networks requires this information to ensure all network entities will be properly monitored and managed.
- UTA will ensure vehicle availability for installations in-line with the schedule period.
- UTA will provide management interface login credentials to the existing active components of the solution.
- UTA to provide a full network diagram that includes the end-to-end IP/VLAN schema for the existing onboard and trackside network solution.
- UTA to supply Boldyn Networks with trackside (RADWIN) and existing onboard hardware with current configurations to allow Boldyn Networks to perform system integration in a lab to establish interoperability prior to the PoC and for demonstration during the FAT (Factory Acceptance Test).
- UTA to confirm a transition plan is in place with the existing provider of operations and maintenance for the FrontRunner Wi-Fi on-board and trackside network, to ensure continuity of service during the solution deployment period.



Boldyn Networks Proposal to
**Utah Transit
Authority (UTA)**
for
**FrontRunner Wi-Fi
System Upgrade and
Support**

Contract Exhibit B – Payment Terms Addendum
Request for Proposal (RFP) 23-03713
July 31, 2023



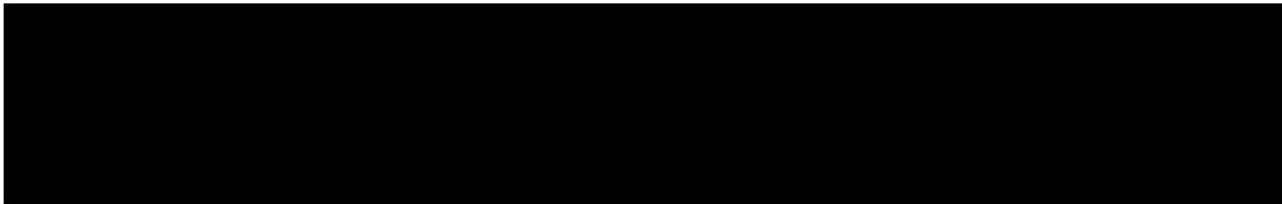


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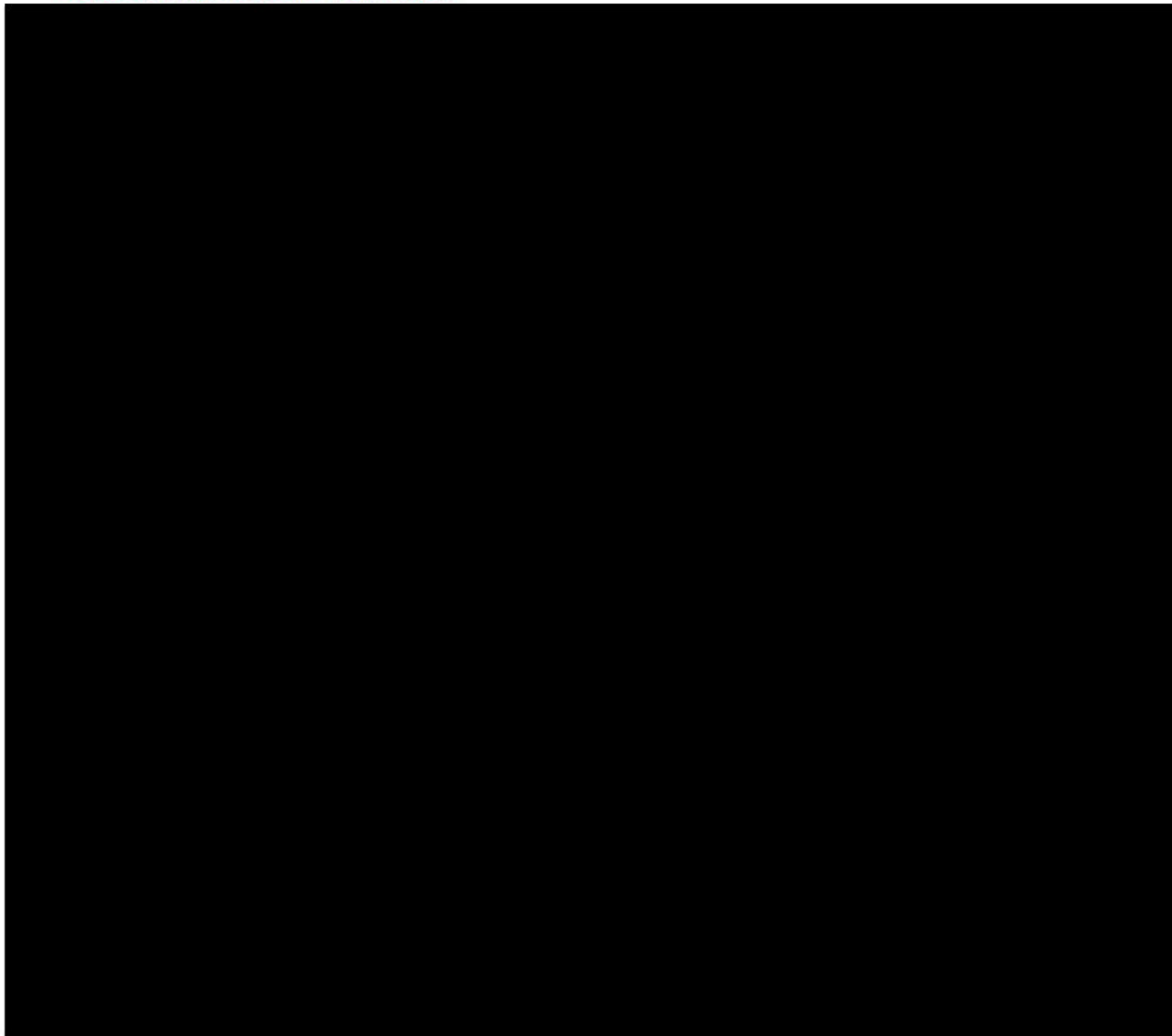
Contents



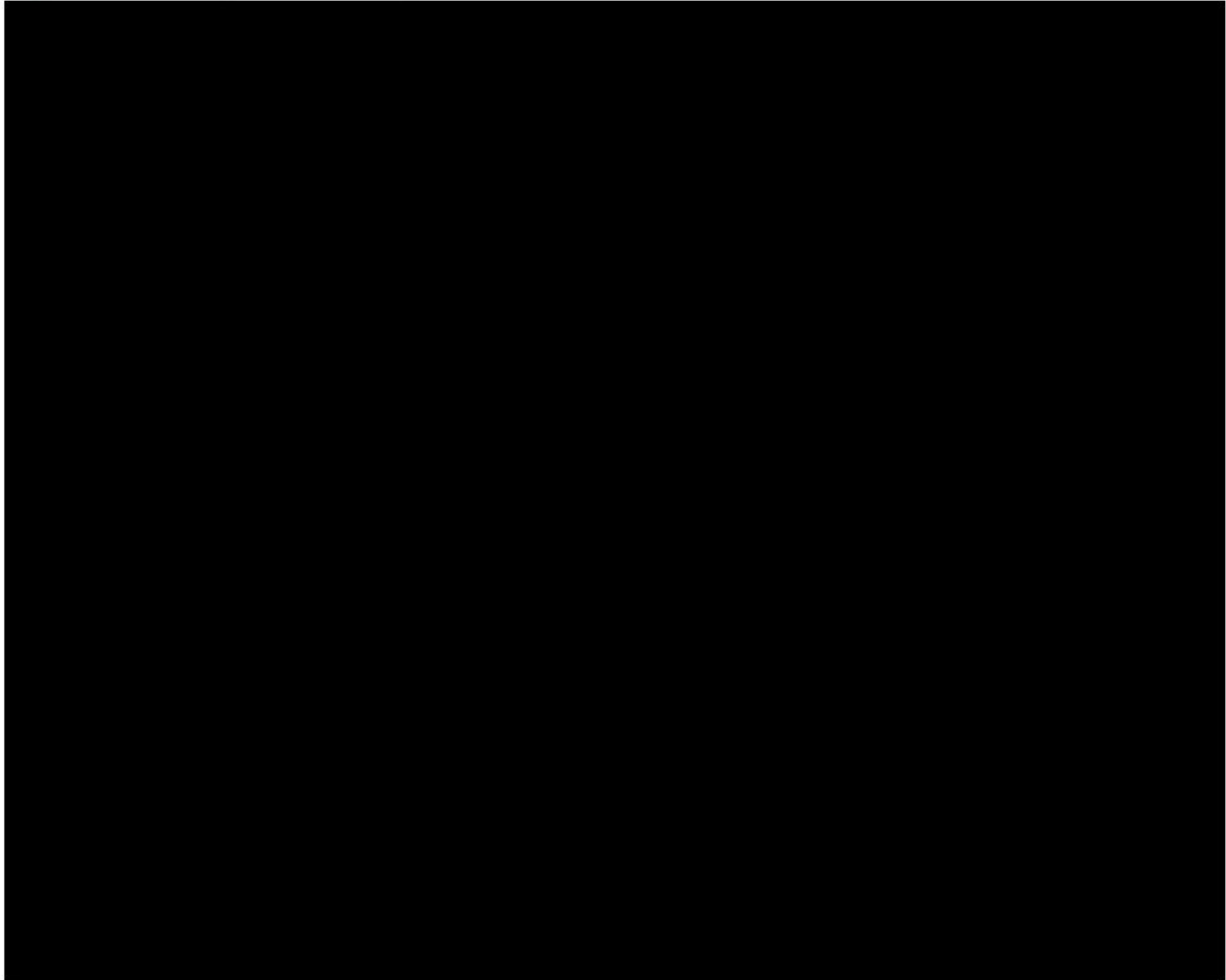
Payment Milestone Schedule

For the products and services outlined in the Exhibit A Statement of Work (SOW), Boldyn Network will be paid the fees outlined in Exhibit B based on the following Payment Milestone Schedule for both Capital Expenditure (Capex) and Operational Expenditure (Opex).

Capital Expenditure Payments



Operational Expenditure Payments





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

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

TITLE:

Contract: Replacement of HVAC System for Murray Police Building (UAEC, INC. DBA Utah Engineering)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Ratify purchase order 17085 under which UTA executed an Emergency Procurement for a new HVAC system for the UTA Police Station under the State of Utah contract with UEAC Inc. dba Utah Engineering for the amount of \$338,152.00.

BACKGROUND:

The HVAC system at the Murray Police Station has been failing for nearly a year. In May of 2023, the system suffered a critical failure. Floor 2 has no conditioned air. Floor 1 receives enough conditioned air to allow occupants to function. The failed unit is no longer supported by the manufacturer and repair parts are unavailable. UEAC INC. DBA Utah Engineering has identified a replacement at the cost of \$338,152.00

DISCUSSION:

On 21 July 2023. UTA issued an Emergency Procurement under PO 17085 against State Contract MA3371 to UEAC, INC DBA Utah Engineering for \$338,152.00. UTA Staff is requesting ratification of purchase order 17085 to replace the failed HVAC unit at Murray Police Station with a Mitsubishi Electric City Multi VRF System in the amount of \$338,152.00. The scope of the contract includes removing the existing HVAC unit and replacing it with a new supportable, energy efficient, multizone unit. This purchase from UEAC INC. dba Utah Engineering will be made under State Contract MA3371. Additional bids were solicited for this project, but the price

under the State Contract was significantly lower. Work is scheduled to begin on or about 15 September 2023.

CONTRACT SUMMARY:

Contractor Name:	UEAC INC. DBA Utah Engineering
Contract Number:	State Contract # MA3371 UTA Purchase Order # 17085
Base Contract Effective Dates:	15 September 2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$338,152.00
Procurement Method:	Emergency Procurement against State Contract MA3371
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

There are no viable alternatives. The present HVAC system is no longer supported by the manufacturer. Repair parts are not available. Replacing the system is the only alternative.

FISCAL IMPACT:

Funds are budgeted in the 2023 Facilities Managed Reserve account in the 2023-2027 Capital Plan

ATTACHMENTS:

Purchase Order

UEAC, Inc 30200 South West Temple Salt Lake City UT 84115		 Utah Transit Authority <i>An Equal Opportunity Employer</i>		PURCHASE ORDER NUMBER	OF	17085
				PO Number Must Appear On All Invoices And Shipments		
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101		SHIP TO: ATTENTION: RECEIVING 3600 S 700 W Salt Lake City UT 84119		VENDOR NUMBER	PO DATE	
				1513723	7/21/2023	
ORDER TAKEN BY TROY WALL		BUYER Miller, Brent		FOB	PAGE NUMBER	
				*	1 of 1	

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 338,152.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00012383	8/31/23	1 EA	40-1653.63000.3003	Replace HVAC system Police bld State Contract MA3371 - JJ	338152.0000	338,152.00

TAX EXEMPT SERVICE ORDER - UTA TAX EXEMPT CERT# 11991324-200-STC
 *** See attachments (5) Utah State Contract MA3371, 230607 Piping Layouts, 230607 UTA Police 3 Material Specs, revised Quote dated July 10th 2023, and UTA SOW ***
 UTA standard Terms and Conditions referenced in this P.O. take precedence over the Contractor's (UEAC, Inc (dba Utah Engineering)) terms and conditions.
 07/21/23 PO issued based on Terms & Conditions of Utah State Contract MA3371
 For Emergency Procurement placed Johnny Johnson / Guy Miner UTA Police Headquarters HVAC System Failure
 law UTA's Scope of Work below and UEAC, Inc (dba Utah Engineering) revised Quote dated July 10th, 2023

Certificate of Insurance (COI) required for On-Site Service.
 The CGL Policy shall be endorsed to include the 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 the behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.
 CGL and Workers' Compensation – Policies shall contain a waiver of subrogation against the Utah Transit Authority

Pricing \$338,152.00 to include: All Labor, Materials, Equipment, Travel, Installation, and Disposal of all materials as indicated on attached revised Quote dated July 10th 2023 and as defined in UTA's Statement of Work (SOW) below:
 Service Site Location:
 Utah Transit Authority – Police Headquarters
 200 West Vine Street
 Murray, UT 84107

SCOPE OF WORK (SOW)
 See Attached PDF for Piping Layout
 MP101 - Level 1 Mitsubishi Piping Plan
 MP102 - Level 2 Mitsubishi Piping Plan
 MP103 - Roof Mitsubishi Piping Plan
 MP201 - Mitsubishi Piping Schematics
 *Note omit unisex 209A & unisex 210A


- See Attached Excel File for Specification
1. Quotation
 2. Unit Quantities
 3. System Images
 4. Equipment Detailed Schedules
 5. Equipment Submittals
 6. MITSUBISHI ELECTRIC CITY MULTI VRF OUTDOOR UNIT SCHEDULE
- Joint Venture with APS & UTA, Contact Paul Tubbs for technical information on equipment. (Applied Product Solutions)
 Contact Project manager, Johnny Johnson 801-557-7637 johnson@rideuta.com to schedule onsite service
 Project engineer, Paul Tubbs 801-940-6767 Paul.t@apsprep.com
 RSS: 12383-OU-00001

- Scope of work (continued)
1. Contractor shall remove and dispose old system in a legal manner.
 2. Contractor shall install Mitsubishi Electric City Multi VRF System in two level building.
 3. UTA shall do all 120/208, 480 3ph volts wiring, contractor shall install all low voltage control wiring.
 4. Building will be occupied while this work is done, contractor shall have one level at a time to complete work, will start on second floor first.
 5. All wall board that needs to be removed shall be removed and re-installed by contractor to include all painting to match existing color and texture.
 6. Contractor shall have all parts before starting work.
 7. Contractor shall have two weeks to complete each floor, fine for delay, \$200 per day unless negotiated.
 8. All line-sets shall be insulated with 1/2" wall foam.
 9. Contractor shall provide and install condensation drains to industry standards. If pumps area needed, will need to use Mitsubishi units.
 10. Contractor shall provide all roof jacks and curbs, shall match roof membrane standards.
 11. Contractor shall provide and install wall controller, BACnet interface cards, include programming integration into ALERTON system, factory startup and commissioning.
 12. Contractor shall provide redline drawings of control wiring and parts catalog of equipment used.
 13. Contractor shall provide red line drawing for all refrigeration lines.
 14. UTA will provide a fenced off area behind building for parts storage.

Ship Method: Ground Supplier Truck (No Freight Charge to UTA)
 FOB: Destination - UTA, SLC, UT
 Payment Terms: Net30
 Contract Buyer: Brent Miller 801-287-3009 brmiller@rideuta.com
 Ref: PO Order Type 'OF' EMERGENCY ORDER

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. 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.

DocuSigned by:

 70E33A415BA44F6...
 Mike Bell

7/21/2023

Utah Assistant Attorney General



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Lorin Simpson, Special Project Manager
Hal Johnson, Acting Director of Innovative Mobility Solutions

TITLE:

Contract: Memorandum of Agreement Regarding Joint Participation in Transit Service and Facilities (Park City Municipal Corporation and High Valley Transit)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute a Memorandum of Agreement and associated disbursements to Park City Municipal Corporation (PC) in the amount of \$942,989 and to High Valley Transit (HVT) in the amount of \$524,130 as well as the required receipt of disbursement from Park City Municipal Corporation in the amount of \$835,607 and from High Valley Transit in the amount of \$131,795.24 to UTA.

BACKGROUND:

In August 2011, UTA entered into an Interlocal Agreement with Summit County and Park City regarding joint participation in the funding and operation of transit service between Salt Lake City and Park City (Park City Connect or PCC). The 2011 ILA noted that Park City and Summit County would contribute funding toward a vehicle replacement account and operating costs.

In September 2020, UTA and Park City entered a second Interlocal Agreement regarding collaboration in the procurement and operation of battery electric buses, charging equipment and charging stations to be used for the PCC. UTA and PC were awarded a FTA No/Low grant for two electric buses. As part of the grant, UTA secured a commitment from Rocky Mountain Power to provide \$500,000 in funding for a local match. Park City was also awarded six electric buses with federal section 5311 grant funds.

In July 2021, Park City and High Valley Transit entered into an Interlocal Agreement which transferred responsibility for operating a public transit system in unincorporated Summit County, including to and from Kimball Junction to Salt Lake City (PCC), from Park City to High Valley Transit.

In September 2021, Park City and Summit County issued a notice of the intent to terminate the 2011 ILA.

In December 2021, UTA entered into a Memorandum of Agreement with High Valley Transit to recognize HVT as the successor in interest to PC and Summit County under the 2011 ILA and provided for continuation of services under the 2011 agreement.

In December 2022, UTA entered into a Memorandum of Understanding, which granted HVT permission to operate transit service between Kimball Junction and Salt Lake Central Station at its own cost until at least January 1, 2024, and furthermore recognized that all obligations under the 2011 ILA were extinguished, except for the amounts owed by UTA for bus replacement costs, the amounts owed to UTA for Operational Costs and the completion of current responsibilities under corresponding grants.

The parties recognize the need to delineate the remaining rights and obligations of each party under the 2011 and 2020 ILA's and corresponding grants received.

DISCUSSION:

The rights and obligations of each Party under the 2011 and 2020 ILA's have been overcome by events due to a multi-phased change of responsibility for Park City Connect from UTA, PC and Summit County to HVT. Therefore, this Memorandum of Understanding is necessary.

It provides clarity regarding the remaining amounts owed between the Parties for any and all previous ILA's, MOA's, and MOU's as we transition full ownership and responsibility for the service to HVT. It also includes clarity about responsibility for the current procurement of PCC replacement vehicles, construction of respective charging equipment and coordination of corresponding grants received by the parties.

CONTRACT SUMMARY:

Contractor Name:	High Valley Transit, Park City Municipal Corp
Contract Number:	23-P00288
Base Contract Effective Dates:	August 24, 2011
Extended Contract Dates:	July 21, 2026
Existing Contract Value:	\$942,989 to Park City Municipal Corp, \$524,130 to High Valley Transit, \$835,607 from Park City Municipal Corp, \$131,795.24 from High Valley Transit
Amendment Amount:	N/A
New/Total Contract Value:	\$942,989 to Park City Municipal Corp, \$524,130 to High Valley Transit, \$835,607 from Park City Municipal Corp, \$131,795.24 from High Valley Transit
Procurement Method:	N/A
Budget Authority:	2023-2027 Capital Plan and liability accounts

ALTERNATIVES:

The primary obligations entered into in this Memorandum of Agreement would remain for UTA with or

without this MOA because of the multiple previous ILA's and agreements. Yet without this MOA, confusion amongst the parties would likely occur given the overlap and evolution of multiple agreements, parties involved and ownership of the service.

FISCAL IMPACT:

Amounts in the agreement that have been recorded as previous year impacts to UTA's financial position:

- \$131,795.24 has been previously recognized as local support, so this will allow UTA to receive the cash.
- \$524,130 to both High Valley Transit and Park City was previously netted out of local support revenues and placed in a hold account awaiting this agreement to disburse funds.
- \$442,989 was previously netted out of local support revenues and placed in a hold account awaiting this agreement to disburse funds.
- \$500,000 from Rocky Mountain Power was recognized as project revenues and will be removed with this agreement.

Amounts in the agreement that have budget in the 2023-2027 Capital Plan:

- \$835,607 from Park city will be recognized as project revenues in the 2023-2027 Capital Plan

This agreement will allow cash to transfer from the entities involved and the net effect to UTA's cash will be a loss of \$1,023,846.76.

ATTACHMENTS:

Memorandum of Understanding with Park City Municipal Corporation, High Valley Transit and UTA (UTA Contract 23-P00288)

Memorandum of Agreement**Between****Park City Municipal Corporation****High Valley Transit****And Utah Transit Authority**

This Memorandum of Agreement ("MOA") is entered into this _____ day of _____, 2023 (the "Effective Date"), by and among the UTAH TRANSIT AUTHORITY ("UTA"), PARK CITY MUNICIPAL CORPORATION ("PC"), and HIGH VALLEY TRANSIT DISTRICT ("HVT"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS

1. UTA, Summit County, and PC entered an Interlocal Agreement on or about August 24, 2011, ("2011 ILA") regarding joint participation in the funding and operation of transit service between Salt Lake City and Park City. The 2011 ILA noted that PC would contribute funding toward a vehicle replacement account. UTA provided the vehicles for service on the PC connect route to get the service started. To date UTA has received \$1,491,249.
2. UTA and PC entered into a 2nd Interlocal Agreement on or about September 11, 2020 ("2020 ILA") regarding collaboration in the procurement and operation of buses, charging equipment and charging stations. UTA and PC were awarded a grant for \$2,290,000.00 from the 2018 FTA No/Low program for two electric buses. As part of the grant UTA secured a commitment from Rocky Mountain Power to provide \$500,000 in funding for local match. PC was also awarded six (6) electric buses to replace diesel buses in the Volkswagen ("VW") settlement and an additional six (6) buses with federal section 5311 grant funds (the fourteen (14) buses together, the "2020 ILA Buses").
3. HVT and PC entered into an Interlocal Agreement on or about July 10, 2021 ("2021 ILA"), which transferred responsibility for operating a public transit system in unincorporated Summit County, including to and from Kimball Junction to Salt Lake City, from PC to HVT.
4. PC and Summit County issued a notice of intent to terminate the 2011 ILA to UTA on September 21, 2021.
5. HVT and UTA entered into a Memorandum of Agreement on December 28, 2021, which recognized HVT as the successor-in-interest to PC and Summit County under the 2011 ILA and provided for continuation of services under such ILA until the first to occur of execution of a new agreement or December 31, 2022.
6. HVT and UTA entered into a Memorandum of Understanding ("MOU") on December 8, 2022, which granted HVT permission to operate transit service between Kimball Junction and Salt Lake Central Station at its own cost until at least January 1, 2024, and furthermore recognized that all obligations under the 2011 ILA were extinguished, except for the amounts owed by UTA for bus replacement costs and the amounts owed to UTA for Operational Costs. The MOU did not affect the Party's rights and obligations under the 2020 ILA.
7. The Parties recognize the need to delineate the remaining rights and obligations of each Party under the 2011 and 2020 ILAs which have now been overcome by events.

NOW THEREFORE UTA, PC, and HVT AGREE AS FOLLOWS:

All rights and obligations of any Party described in the 2011 and 2020 Interlocal Cooperation Agreements are deemed to have been fulfilled and/or extinguished as the case may be **EXCEPT FOR THE FOLLOWING SPECIFICALLY DESCRIBED COMMITMENTS AND OBLIGATIONS:**

1. Current Funds Owed Between the Parties

- a. HVT owes UTA the amount of \$131,795.24 for Operation Costs due and owing under Section 3 of the 2011 ILA.
- b. UTA paid the sum of \$524,130 to PC and owes the sum of \$524,130 to HVT as reimbursement for bus replacement costs under Section 3 of the 2011 ILA.
- c. UTA owes the amount of \$442,989 to PC as the Local Match for the No/Low Grant. This payment shall be paid within 30 days of execution of this MOA.
- d. UTA owes the amount of \$500,000 to PC from the Rocky Mountain Power local match for the No/Low Grant. This payment shall be made within 30 days of the execution of this MOA.

2. Kimball Junction Charging Station Project

- a. UTA shall award and manage the design and construction contract(s) for an overhead charging station to be built at Kimball Junction according to the specifications contained in Exhibit A (the "Project").
- b. UTA assisted HVT in obtaining any required environmental clearance or permit but shall not assume HVT's obligation.
- c. HVT grants UTA and its contractor(s) a temporary construction easement to access the property on which the Charging Station will be built as shown in the diagram in Exhibit B.
- d. Once completed, the Charging Station will be turned over to HVT. HVT will own the station and be responsible for maintenance and all other associated expenses of operating the Charging Station. UTA shall provide a copy of all contract documents, maintenance agreements, and supporting documentation setting forth all maintenance and associated operation of the Charging Station.
- e. PC shall reimburse UTA for the full cost of design and construction of the Project from Grant and local matching funds -
- f. UTA shall provide Park City with invoices and supporting documentation on a monthly basis regarding construction.

3. Other Charging Stations

- a. Salt Lake Central Station
 - i. UTA constructed an overhead Charging Station at Salt Lake Central which may be used by HVT buses on a cost reimbursement basis.
 - ii. UTA paid for the design, construction, maintenance, and operation of such Charging Station. PC shall reimburse UTA the amount of \$835,607 from No/Low grant funding which represents the actual design and construction costs.
 - iii. Segoe Lily Facility
The Parties will amend the No/Low grant to reflect two depot chargers to be built at Segoe Lily Facility by HVT instead of at UTA Depot District.

- c. UTA and HVT may, by mutual agreement, change the location of chargers or charging stations described above, if circumstances so warrant.
- d. HVT and PC may, by mutual agreement with UTA, purchase additional chargers, and/or vehicles from Gillig by using purchase options from UTA's base contract via an assignment of contract rights by UTA and with the consent of Gillig.

4. Bus Donation for Destruction

- a. UTA donated two diesel buses which PC is obligated to destroy under the terms of the VW Settlement.
- b. UTA delivered said vehicles and respective titles to PC on March 10, 2023. PC shall be responsible for actual destruction of the vehicles according to FTA and EPA requirements. Vehicle id numbers are: 1M8PDMPA06P057017, and 1M8PDMPA76P057015.

5. Acquisition of Vehicles

UTA issued a request for proposal on July 20, 2020 for electric buses and charging infrastructure. PC was invited to review the scope and participate in the process. On October 23, UTA received 4 proposals. PC was invited to participate in the evaluation committee. Based on technical and price review Gillig was selected as the vendor for the project. The contract contains a base order as well as options. Each entity will be responsible for the final design and configuration of their vehicles.

In the case of future purchases made by PC or HVT through assignment of contract rights, that party will be responsible to administer and manage such procurement action. Any procurement through an assignment of UTA contract rights will require UTA and contractor concurrence.

Pursuant to the 2021 ILA, PC will transfer title of eight (8) of the 2020 ILA Buses to HVT.

HOLD HARMLESS/INDEMNITY

Each Party to this MOA shall hold the other Parties harmless from and shall indemnify the other Parties for any damages or injuries caused by the Party causing the injury or damage. However, nothing in this MOA waives any defenses or limitations under the Utah Governmental Immunity Act, Utah Code §63G-7-101, *et. seq.*, as amended.

6. FORCE MAJEURE:

Any delay in or failure by any Party in performance of this MOA shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected Party will promptly notify the other Parties upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this MOA.

7. TERM:

This MOA shall be in effect until July 21, 2026 unless otherwise terminated by the Parties by mutual written agreement.

8. REMEDIES:

Any of the following events will constitute cause for a Party to declare another Party in default of this MOA: (a) Party's non-performance of its contractual requirements and obligations under this MOA; or (b) Party's material breach of any term or condition of this MOA. The non-defaulting Party may issue a "Default Notice" providing a ten (10) day period in which the defaulting Party will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Party's liability for damages. If the default remains after defaulting Party has been provided the opportunity to cure, the non-defaulting Party may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) institute legal action to cure, correct, or remedy any default or breach; (iii) specifically enforce any terms set forth in the MOA; or (iv) enjoin any threatened or attempted violation of the MOA.

9. LAWS AND REGULATIONS:

- a. This MOA shall be governed by and construed in accordance with the laws of the Utah without regard to its conflict of law's provisions
- b. PC, HVT and UTA each agree to comply with all applicable Federal, state and local laws, ordinances and regulations in providing transportation service with the 2020 ILA Buses. All Third-Party Contracts must be solicited, awarded and administered in accordance with FTA Circular 4220.1F.

10. ENTIRE AGREEMENT:

This MOA and the Exhibits attached hereto contain the full and complete understanding and agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter

hereof. This MOA may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or electronic means, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the Parties have executed this MOA the day and year first above written.

UTAH TRANSIT AUTHORITY


By: _____
Lorin Simpson
Title: Special Project Manager – Fleet
Date: _____

By: _____
Mary DeLoretto
Title: Chief Capital Services Officer
Date: _____

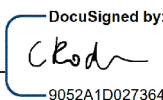
By: _____
Jay Fox
Title: Executive Director
Date: _____

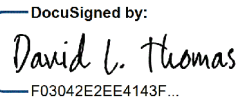
PARK CITY MUNICIPAL CORP

By: _____
Matt Diaz
Title: City Manager
Date: _____


By:  _____
386F31B71A2243C...
Title: Deputy City Attorney
Date: 6/29/2023

HIGH VALLEY TRANSIT

By:  _____
9052A1D0273642F...
Title: Executive Director
Date: 7/18/2023

By:  _____
F03042E2EE4143F...
Title: Summit County, Deputy County Attorney
Date: 6/29/2023

Approved As To Form and Content:

 _____
70E33A415BA44F6... 9/2023

UTA Legal Counsel

EXHIBIT A
KIMBALL JUNCTION

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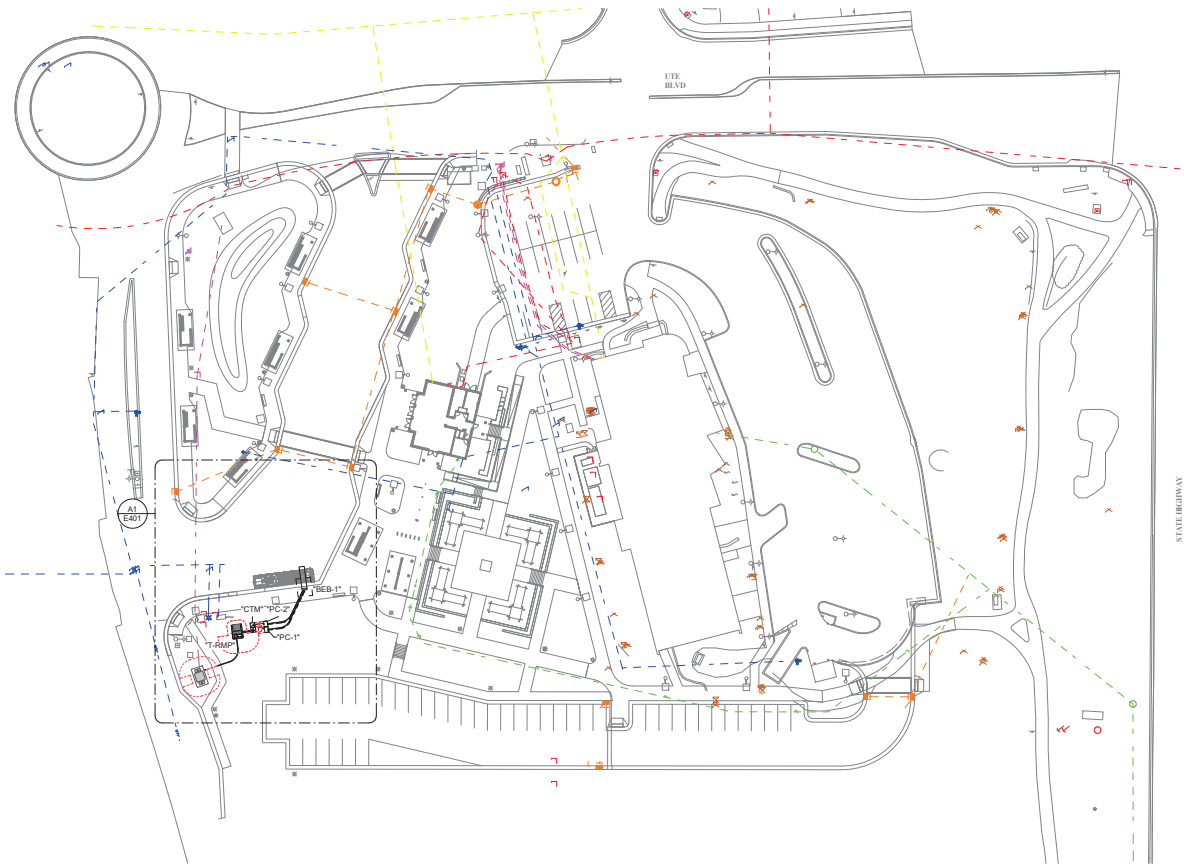
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A1 ELECTRICAL SITE PLAN
SCALE: 1" = 40'-0"



GENERAL SHEET NOTES

- 1 CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
- 2 THE CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE/ASPHALT CUTTING AND REPLACEMENT OF CONCRETE/ASPHALT TO MATCH EXISTING ASSOCIATED WITH UNDERGROUND RACEWAYS PROVIDED AS PART OF THIS PROJECT.
- 3 ALL MATERIALS PROVIDED FOR PROJECT SHALL MEET THE FTA BUY AMERICA ACT. CONTRACTOR SHALL SUBMIT CERTIFICATION TO ENGINEER AND OWNER FOR REVIEW FOR ALL MATERIALS.
- 4 CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH EXISTING CONDITIONS AND VERIFYING THE CONDITIONS PRIOR TO BEGGING PROJECT. IF ANY DISCREPANCIES OCCUR BETWEEN THE EXISTING PHYSICAL CONDITIONS ON SITE AND THE CONDITIONS DESCRIBED IN THE DRAWINGS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING.
- 5 UNLESS NOTED OTHERWISE, ELECTRICAL ITEMS SHOWN IN DARK AND SOLID LINES ARE NEW AND THE CONTRACTOR SHALL PROVIDE THEM. ITEMS SHOWN IN SOLID LIGHT LINES ARE TO REMAIN.
- 6 TYPICAL FOR ALL OPEN TO STRUCTURE CEILING AREAS - POWER CABLING AND CONTROL CABLES SHALL BE INSTALLED IN CONDUIT IN A NEAT AND PROFESSIONAL MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WITH CONDUIT UP IN STRUCTURE AND PAINTED TO MATCH SURFACE. ALL LOW VOLTAGE CABLING SHALL BE INSTALLED IN TRAY OR CONDUIT. INSTALLATION SHALL COMPLY WITH NECA STANDARDS.
- 7 CONTRACTOR SHALL CONTACT BLUE STAKES AND LOCATE ALL UNDERGROUND UTILITIES.



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Salt Lake City, UT 84111
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801-328-5151
fax: 801-328-5155
www.spectrum-engineers.com



UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION
6490 N. LANDMARK DRIVE
PARK CITY, UTAH 84098

Mark: _____ Date: _____ Description: _____
ISSUE: CONSTRUCTION DOCUMENTS
DATE: 08/16/2022

PROJECT NO: 220184
DRAWN BY: IBC
CHECKED BY: LSK
DESIGNED BY: LSK
RECORD DRAWING DATE: _____
SIGNATURE: _____

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SHEET TITLE
ELECTRICAL SITE PLAN

E101

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MARKS AND SYMBOLS LEGEND		
	SECTION MARK	FCx1 INDICATES CONTINUOUS FOOTING. SEE SCHEDULE
	SHEET NUMBER	
	FOOTING DESIGNATION	CW-4 INDICATES CONCRETE FOUNDATION WALL TYPE AND WIDTH. SEE SCHEDULE
	TOP OF FOOTING ELEVATION (B-F)	CC-4 INDICATES COLUMN. SEE SCHEDULE

GENERAL SHEET NOTES

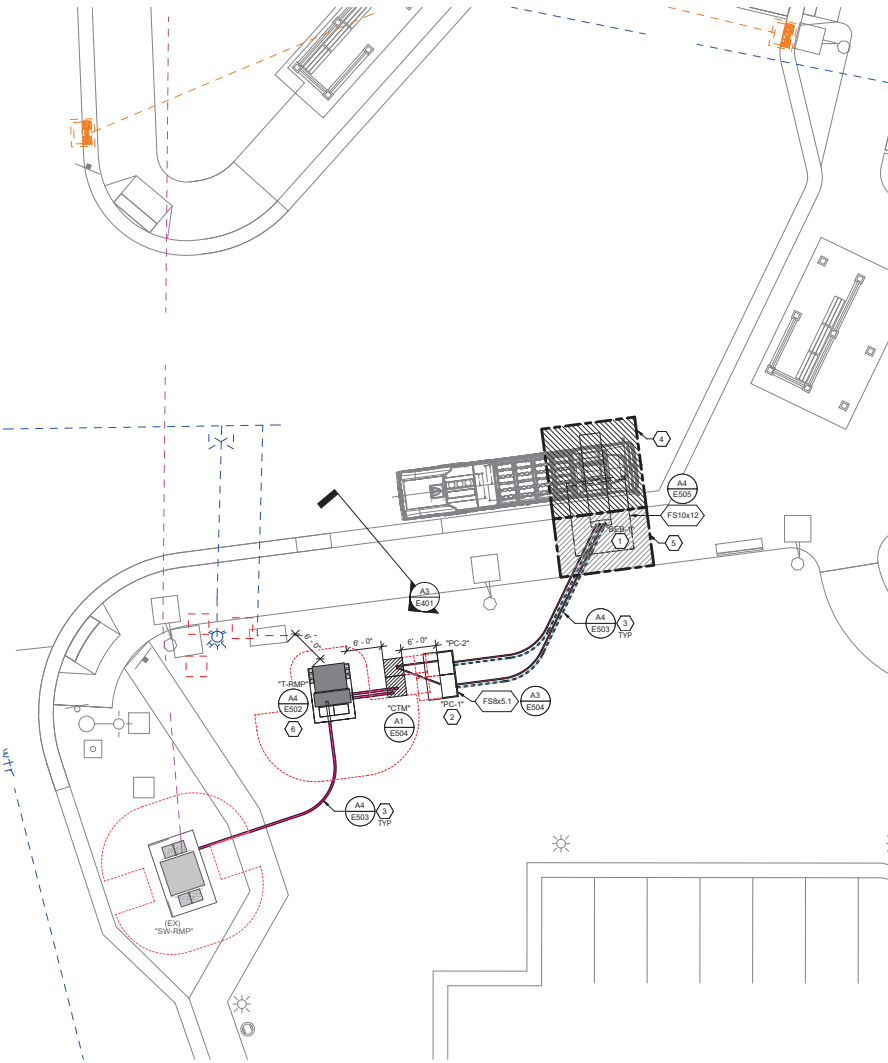
- 1 CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
- 2 THE CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE/ASPHALT CUTTING AND REPLACEMENT OF CONCRETE/ASPHALT TO MATCH EXISTING ASSOCIATED WITH UNDERGROUND RACEWAYS PROVIDED AS PART OF THIS PROJECT.
- 3 ALL MATERIALS PROVIDED FOR PROJECT SHALL MEET THE FT A BUY AMERICA ACT. CONTRACTOR SHALL SUBMIT CERTIFICATION TO ENGINEER AND OWNER FOR REVIEW FOR ALL MATERIALS.
- 4 CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH EXISTING CONDITIONS AND VERIFYING THE CONDITIONS PRIOR TO BEGGING PROJECT. IF ANY DISCREPANCIES OCCUR BETWEEN THE EXISTING PHYSICAL CONDITIONS ON SITE AND THE CONDITIONS DESCRIBED IN THE DRAWINGS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING.
- 5 UNLESS NOTED OTHERWISE, ELECTRICAL ITEMS SHOWN IN DARK AND SOLID LINES ARE NEW AND THE CONTRACTOR SHALL PROVIDE THEM. ITEMS SHOWN IN SOLID LIGHT LINES ARE TO REMAIN.
- 6 TYPICAL FOR ALL OPEN TO STRUCTURE CEILING AREAS - POWER CABLING AND CONTROL CABLES SHALL BE INSTALLED IN CONDUIT IN A NEAT AND PROFESSIONAL MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WITH CONDUIT UP IN STRUCTURE AND PAINTED TO MATCH SURFACE. ALL LOW VOLTAGE CABLING SHALL BE INSTALLED IN TRAY OR CONDUIT. INSTALLATION SHALL COMPLY WITH NECA STANDARDS.
- 7 CONTRACTOR SHALL CONTACT BLUE STAKES AND LOCATE ALL UNDERGROUND UTILITIES.

SHEET KEYNOTES

- 1 CONTRACTOR SHALL COORDINATE EXACTLY LOCATION TO INSTALL PANTOGRAPH WITH OWNER PROVIDED ABB REPRESENTATIVE.
- 2 CONTRACTOR SHALL INSTALL OWNER PROVIDED ABB POWER CABINETS. CONTRACTOR SHALL ASSIST ABB WITH COMMISSIONING OF SYSTEM.
- 3 CONTRACTOR SHALL SAW CUT, TRENCH, INSTALL CONDUIT, BACKFILL, COMPACT SOIL AND REPLACE/REPAIR ALL LANDSCAPE, ASPHALT, CURBING, HARDSCAPE PAINTING AND PARKING STRIPING TO MATCH EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
- 4 DEMOLISH EXISTING CONCRETE CURBING AND ROADWAY FROM EXPANSION JOINT TO EXPANSION JOINT. PROVIDE NEW CURBING AND ROADWAY MATCHING EXISTING AND PARK CITY STANDARDS. NEW CONCRETE MEETING UDOT/UTJA SPEC TO MITIGATE HARDSCAPE MOVING WITH HEAVY BUSES AND CURVED CONCRETE TO MATCH GUTTER AND ALLOW WATER TO FLOW DOWN HILL.
- 5 DEMOLISH EXISTING CONCRETE SIDEWALK FROM EXPANSION JOINT TO EXPANSION JOINT. PROVIDE NEW SIDEWALK MATCHING EXISTING AND PARK CITY STANDARDS.
- 6 RMP FURNISHED AND INSTALLED TRANSFORMER. CONTRACTOR TO FURNISH AND INSTALL PRECAST VAULT MEETING RMP STANDARDS. COORDINATE EXACT LOCATION WITH RMP PRIOR TO INSTALLATION.

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 fax: 801-328-5155
 www.spectrum-engineers.com

UTA



A1 ENLARGED ELECTRICAL SITE PLAN
SCALE: 1" = 10'-0"

A3 SITE PHOTO
SCALE: NTS

D

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UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION
 6490 N. LANDMARK DRIVE
 PARK CITY, UTAH 84098

Mark:	Date:	Description:

ISSUE: CONSTRUCTION DOCUMENTS
 DATE: 08/16/2022

PROJECT NO: 220184
 DRAWN BY: IBC
 CHECKED BY: LSK
 DESIGNED BY: LSK
 RECORD DRAWING DATE:

SIGNATURE:
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SHEET TITLE
ENLARGED ELECTRICAL SITE PLAN

E401

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WARNING
Arc Flash and Shock Hazard
Appropriate PPE Required

40 in	Flash Hazard Boundary
4.5 cal/cm ²	Flash Hazard at 18 in
Level 2	Arc-rated shirt & pants or arc-rated overall
480 VAC	Shock Hazard when cover is removed
00	Glove Class
42 in	Limited Approach
12 in	Restricted Approach
1 in	Prohibited Approach

Location: **BUS-0001**

SKM Systems Analysis, Inc.
 XEROX LEWISVILLE, TX

Job#: 20130591 **Prepared on:** 01/20/15 **By:** Engineer

Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements

B1 TYPICAL ARC FLASH LABEL
SCALE: NTS

MDP1,
480Y/277V, 3PH, 4W, 22KAIC,

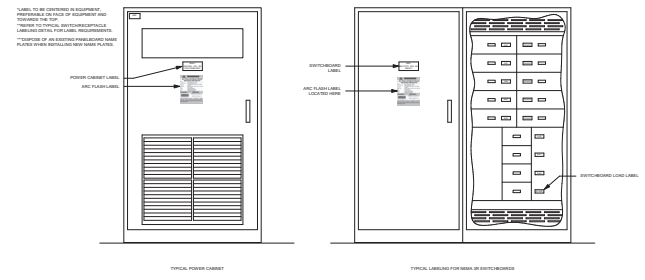
A1 TYPICAL MAIN SERVICE EQUIPMENT/GEAR LABEL
SCALE: NTS

MCP1-1, PANEL 1HA

C4 TYPICAL SWITCHBOARD LOAD LABEL
SCALE: NTS

CB-##,
1000VDC, FED FROM PC-#

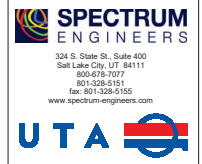
C3 TYPICAL DEPOT CHARGER BOX LABEL
SCALE: NTS



A4 TYPICAL LABELING LOCATION DETAIL
SCALE: NTS

- 1 PANELBOARD LABEL TO BE PROVIDED AT EACH PANELBOARD. LABEL IS TO BE 1' X REQUIRED LENGTH X 1/16" LAMINATED 2-PLY PLASTIC LAMACOID. LETTERS SHALL BE FORMED BY ENGRAVING OUTER WHITE PLY, EXPOSING BLACK PLY BENEATH.
- 2 LABEL IS TO BE MOUNTED USING DOUBLE SIDED ADHESIVE TAPE COVERING THE BACK OF THE LABEL.
- 3 PROVIDE NAME OF SWITCHBOARD WITH BREAKER NUMBER AND DEVICE BEING FED FROM BREAKER/USE. LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS AS SEEN ON THE ONE-LINE DIAGRAM.

- 1 PANELBOARD LABEL TO BE PROVIDED AT EACH PANELBOARD. LABEL IS TO BE 2' X REQUIRED LENGTH X 1/16" LAMINATED 2-PLY PLASTIC LAMACOID. LETTERS SHALL BE FORMED BY ENGRAVING OUTER WHITE PLY, EXPOSING BLACK PLY BENEATH.
- 2 LABEL IS TO BE MOUNTED USING DOUBLE SIDED ADHESIVE TAPE COVERING THE BACK OF THE LABEL.
- 3 FIRST LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. REPLACE THE LETTER NUMBER WITH THOSE FOUND ON THE ONE-LINE DIAGRAM OR PLAN VIEWS.
- 4 SECOND LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. THE FOLLOWING SHALL BE PROVIDED: VOLTAGE, AND NAME OF POWER CABINET IT IS FED FROM.



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CHECKED BY:	LSK	
DESIGNED BY:	LSK	
RECORD DRAWING DATE:		
SIGNATURE:		
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SHEET TITLE		
TYPICAL LABELING DETAILS		

E501

C:\Users\jacob\Desktop\Revit Local Files\2021\210495-Elec Central - Kimball_JCT_IBC-Spectrum.rvt
8/16/2022 1:12:32 PM

SHEET KEYNOTES

1. ALL RACEWAY SHALL BE ROUTED TO PANTOGRAPH ARMS CONDUIT ENTRY AND KEEP THEM BUNDLED AND INSTALLED TIGHT AS POSSIBLE TO ASSURE CONDUITS WILL FIT WITH CONDUIT ENTRY AREA.



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UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION

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PARK CITY, UTAH 84098

Mark: Date: Description:

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DESIGNED BY: LSK

RECORD DRAWING DATE:

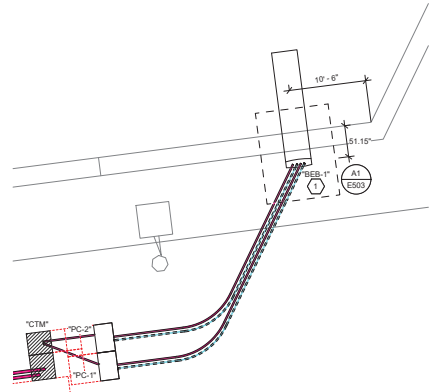
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SHEET TITLE

ELECTRICAL DETAILS

E503

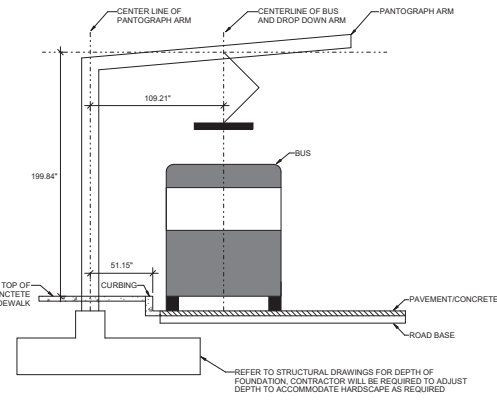


A1 TYPICAL PANTOGRAPH ALIGNMENT

SCALE: 1/8" = 1'-0"

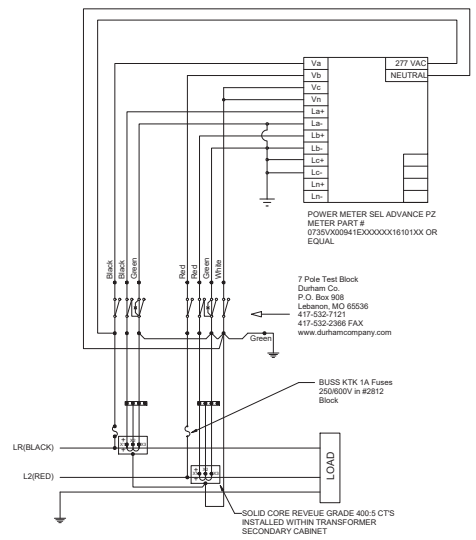


NOTE: DETAIL IS PROVIDED AS AN EXAMPLE. CONTRACTOR WILL BE NEEDED TO COORDINATED WITH ABB TECH ON SITE AND ADJUST AS DIRECTED BY MANUFACTURERS REPRESENTATIVE



A1 PANTOGRAPH SECTION ALIGNMENT

SCALE: NTS



A2 MDP METERING

SCALE: NTS

NOTES:

- INSTALL CONDUITS PER LOCAL UTILITY REQUIREMENTS.
- ALL BENDS SHALL BE LARGE RADIUS
- PROVIDE WIDE SWEEP FIBERGLASS ELBOWS FOR UTILITY POWER CONDUITS
- ALL ABOVEGROUND CONDUIT IN AREAS WHERE DAMAGE MAY OCCUR, ALL STUBUPS AND THE FIRST 10' UNDERGROUND SHALL BE PVC WRAPPED RMC. ALL OTHER UNDERGROUND CONDUIT SHALL BE PVC SCH 40.
- PROVIDE 2500-LB POLYPROPYLENE PULL ROPE WITH MEASUREMENT MARKS IN EMPTY CONDUITS.
- MAINTAIN UTILITY SEPARATION AS SHOWN BELOW UNLESS NOTED OTHERWISE. MAINTAIN A MINIMUM 18" CLEARANCE.

SANITARY SEWER & NONWATER	LOW PRESSURE GAS LINE
4" HORIZONTAL	3" HORIZONTAL
18" VERTICALLY	18" VERTICALLY
4" HORIZONTAL	3" HORIZONTAL
18" VERTICALLY	18" VERTICALLY
WATER	HIGH PRESSURE GAS LINE
3" HORIZONTAL	3" HORIZONTAL
18" VERTICALLY	18" VERTICALLY
STEAM DRAIN	UTILITY
4" HORIZONTAL	4" HORIZONTAL
18" VERTICALLY	18" VERTICALLY
TELECOM & LOW VOLTAGE	UTILITY
4" HORIZONTAL	4" HORIZONTAL
18" VERTICALLY	18" VERTICALLY

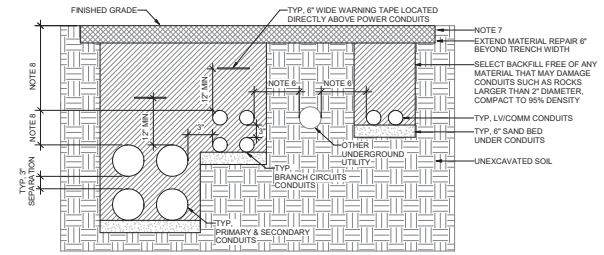
7. REPAIR EXISTING ASPHALT OR SURFACE REFER TO CIVIL SPECIFICATIONS. WHERE SPECIFICATIONS DO NOT DEFINE CONTRACTOR SHALL REPAIR TO MATCH EXISTING CONDITIONS OR REQUIREMENTS BELOW.

CEMENT CONCRETE
- 6" UNTREATED BASE COURSE COMPACT TO 95% MODIFIED PROCTOR
- 6" PIT RUN GRAVE COMPACT TO 95% MODIFIED PROCTOR

FOR ASPHALT:
- 2" STANDARD ASPHALT
- 4" UNTREATED BASE COURSE COMPACT TO 95% MODIFIED PROCTOR
- 6" PIT RUN GRAVE COMPACT TO 95% MODIFIED PROCTOR

FOR TURF PLANTER/LANDSCAPE:
- 12" TOPSOIL

8. TYPICAL DEPTHS UNLESS NOTED OTHERWISE
PRIMARY AND SECONDARY POWER 6" 36" MIN DEPTH
BRANCH CIRCUITS & LVICOMM 4" 24" MIN DEPTH



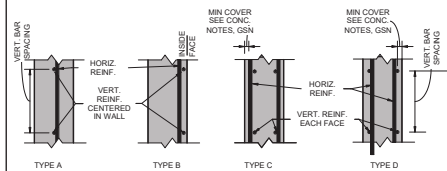
A4 TYPICAL POWER AND TELECOM CONDUIT DIRECT BURY DETAIL

SCALE: NTS

CONCRETE WALL SCHEDULE

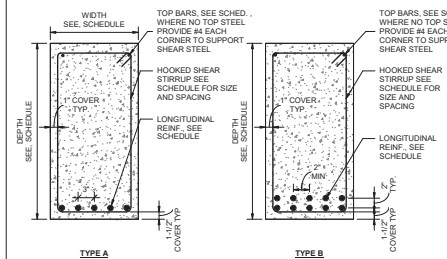
WALL MARK	THICKNESS (in)	VERT. REINF.	HORIZ. WALL REINF.	WALL TYPE	COMMENTS
CW-8	8	#4 @ 18" O.C.	#4 @ 16" O.C.	A	DO NOT CUT REINF. FOR CORE HOLES

1. PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTING WALLS. PER TYPICAL CORNER WALL REINFORCING DETAIL.
2. WHEN A SINGLE CURTAIN OF REINFORCING IS SPECIFIED, PLACE THE VERTICAL REINFORCING IN THE CENTER OF THE WALL. TYPICAL U.N.O.
3. WHEN A DOUBLE CURTAIN OF REINFORCING IS SPECIFIED, PLACE EACH CURTAIN OF STEEL AT THE FACE OF THE WALL WITH MINIMUM COVER AS SPECIFIED IN THE GENERAL NOTES.
4. PROVIDE DOWELS WITH STANDARD HOOKS TO THE STRUCTURE BELOW WITH SIZE AND SPACING TO ATTACH THE REINFORCING IN THE WALL ABOVE.
5. SPLICE VERTICAL REINFORCING AT FLOOR LEVELS ONLY. TYPICAL U.N.O.
6. SPLICES IN HORIZONTAL REINFORCING IN ONE CURTAIN SHALL BE STAGGERED FROM SPLICES IN THE OPPOSITE CURTAIN A MINIMUM OF 4 FEET.



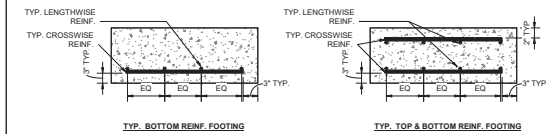
CONCRETE BEAM SCHEDULE

BEAM MARK	DEPTH (in)	WIDTH (in)	TOP LONG. REINF.	BOT. LONG. REINF.	SHEAR STIRRUP AND SPACING	BEAM TYPE	BEAM COMMENTS
CB10	10	8	(2) #4	(2) #4	#3 @ 8" O.C.	A	TOP OF WALL
CB12	12	16	(3) #5	(3) #5	#3 @ 12" O.C.	A	
CB8	8	8	(2) #4	NA	NA	A	TOP OF WALL



MARK	WIDTH	LENGTH	THICKNESS	LENGTHWISE REINF.			CROSSWISE REINF.			COMMENT
				QTY	SIZE	SPACING	QTY	SIZE	SPACING	
FS8x5.1	8" - 0"	5' - 1"	0" - 10"	#4	#4		#4	12" O.C.		TOP AND BOTTOM
FS10x12	10" - 0"	12' - 0"	2" - 6"	#6	#6		#6	12" O.C.		TOP AND BOTTOM

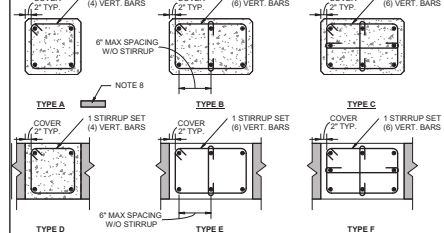
- CONCRETE FOOTING NOTES:**
1. BOTTOM REINFORCING REBAR SHALL HAVE A MINIMUM OF 3" CONCRETE CLEAR COVER (U.N.O).
 2. TOP REINFORCING REBAR SHALL HAVE A MINIMUM OF 2" OF CONCRETE CLEAR COVER (U.N.O). TOP REINFORCING WITH MORE THAN 12" OF CONCRETE BELOW SHALL HAVE INCREASED LAP LENGTHS AS NOTED IN THE CONCRETE LAP LENGTH SCHEDULE.
 3. EARTH FORMED FOOTING INCREASE LENGTH AND WIDTH AN ADDITIONAL 6" (U.N.O).
 4. CONTINUOUS FOOTING REBAR SHALL RUN CONTINUOUS THROUGH SPREAD FOOTING (U.N.O).
 5. SEE FOOTING AND FOUNDATION PLAN FOR FOOTING CALLOUTS. NOTE SOME FOOTING MARK MAY NOT BE USED.
 6. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL INFORMATION



CONCRETE COLUMN/PIER SCHEDULE

COLUMN MARK	WIDTH (in)	LENGTH (in)	VERTICAL REINF.	STIRRUP TIE SETS	TYPE	COMMENTS
CC8	8	8	(4) #4	#3 @ 8" O.C.	D	
CC16	16	8	(6) #4	#3 @ 8" O.C.	E	

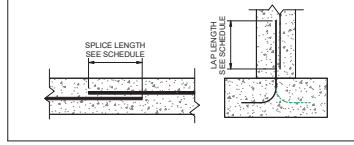
1. VERTICAL BARS SHALL TERMINATE IN A STANDARD 90 DEGREE HOOK UNLESS APPROVED OTHERWISE BY THE STRUCTURAL ENGINEER.
2. VERTICAL REINFORCING SHALL SPLICE AT FLOOR LEVELS ONLY. TYP. U.N.O.
3. WHEN USED, THE MAXIMUM OFFSET FOR INCLINED BARS SHALL BE 3 INCHES. THE MAXIMUM SLOPE FOR INCLINED BARS SHALL BE 1:6.
4. PROVIDE DOWELS WITH STANDARD HOOKS TO THE STRUCTURE BELOW TO MATCH THE VERTICAL REINFORCING IN THE COLUMN ABOVE. TYP. U.N.O. SEE STANDARD HOOK SCHEDULE.
5. COLD JOINTS SHALL OCCUR AT FLOOR LEVELS ONLY. TYP. U.N.O.
6. PROVIDE CHAMFERS AT ALL CORNERS OF ALL COLUMNS. TYP. U.N.O.
7. PENETRATION THROUGH CONCRETE COLUMNS IS NOT ALLOWED. TYP. U.N.O.
8. HATCH INDICATES CONC. WALL. WALL REINFORCING IS NOT SHOWN FOR CLARITY. HOWEVER, REINFORCING SHALL CONT. THROUGH THE COLUMN U.N.O.



TYPICAL REBAR DEVELOPMENT/LAP LENGTH SCHEDULE

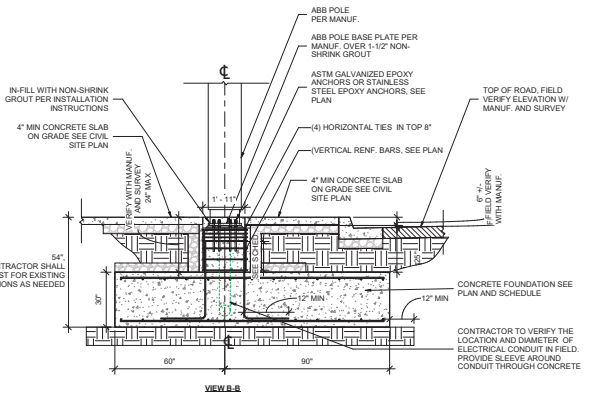
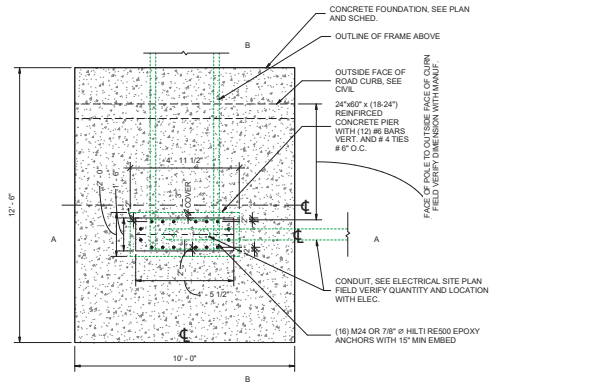
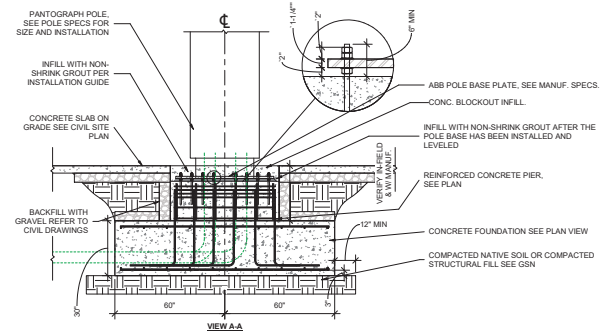
BAR SIZE	NORMAL WEIGHT REBAR SPLICE/LAP LENGTH SCHEDULE (150 pcf)											
	2500 psi		3000 psi		3500 psi		4000 psi		4500 psi		5000 psi	
	S (in)	T (in)	S (in)	T (in)	S (in)	T (in)	S (in)	T (in)	S (in)	T (in)	S (in)	T (in)
#3	18	23	16	21	15	20	14	18	13	17	13	17
#4	24	31	22	28	20	26	19	25	18	23	17	22
#5	30	39	27	36	25	33	24	31	22	29	21	28
#6	36	47	33	43	30	40	28	37	27	35	25	33
#7	53	68	48	62	44	58	42	54	39	51	37	48
#8	60	78	55	71	51	66	47	62	45	58	42	55
#9	68	88	62	80	57	74	54	70	50	66	48	62
#10	76	99	70	90	64	84	60	78	57	74	54	70
#11	89	116	82	106	78	98	71	92	67	87	63	82
#14	129	168	118	153	109	142	102	133	96	125	91	119
#18	229	298	209	272	194	252	181	236	171	222	162	211

- SCHEDULE NOTES:**
1. SCHEDULE IS INTENDED FOR USE WITH ALL BAR SPLICES IN CONCRETE WALLS FOUNDATIONS AND FOOTINGS.
 2. TABULATED VALUES ARE THE MINIMUM REQUIRED LAP LENGTH PER CODE. LONGER LAP/DEVELOPMENT LENGTHS MAY BE USED AS REQ'D FOR EASE OF CONSTRUCTION, ETC.
 3. TIES AND STIRRUPS SHALL NOT BE SPLICED.
 4. TABULATED VALUES OF FOR GRADE 60 (fy=60ksi) REBAR. FOR GRADE 75 (fy=75ksi) MULTIPLY TABLE VALUES BY 1.25 AND FOR GRADE 80 (fy=80ksi) MULTIPLY TABLE VALUE BY 1.33
 5. EPOXY COATED OR ZINC AND EPOXY DUAL COATED BARS WITH CLEAR COVER LESS THAN 3x WITH OR CLEAR SPACING LESS THAN 6x, MULTIPLY TABULATED VALUE BY 1.5. OTHERWISE FOR ALL OTHER CASES MULTIPLY TABULATED VALUE BY 1.2
 6. FOR LIGHTWEIGHT CONCRETE MULTIPLY VALUE BY 1.33
 7. S= STANDARD REBAR AND T= TOP REBAR. TOP REBAR IS ANY BAR THAT HAS 12" OR MORE OF FRESH CONCRETE BELOW THE BAR AT THE TIME THE CONCRETE IS PLACED.
 8. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL INFORMATION



GENERAL INSTALL NOTES

1. COORDINATE ALL DIMENSIONS AND ELEVATIONS IN FIELD WITH SURVEY AND PER MANUFACTURERS PRINTED INSTALLATION INSTRUCTIONS.
2. IN THE CASE OF ANY DISCREPANCY BETWEEN THE PLANS/DETAILS AND THE MANUFACTURER PRINTED INSTALL GUIDE THE MORE STRINGENT OPTION SHALL BE ADHERED TOO
3. CONTRACTOR SHALL COORDINATE DEPTH OF CONCRETE FOUNDATION WITH HARDSCAPE SUCH THAT ALL REQUIRED HARDSCAPE SPECIFICATIONS SHALL BE MET.



A4 PANTOGRAPH CHARGING POLE FOUNDATION
SCALE: NTS



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UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION

6490 N. LANDMARK DRIVE
PARK CITY, UTAH 84098

Mark: _____ Date: _____ Description: _____
ISSUE: CONSTRUCTION DOCUMENTS
DATE: 08/16/2022

PROJECT NO: 220184
DRAWN BY: IBC
CHECKED BY: LSK
DESIGNED BY: LSK
RECORD DRAWING DATE:
SIGNATURE:
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SHEET TITLE
STRUCTURAL DETAILS

E505

150KW VEHICLE CHARGER CONDUIT AND CABLING SCHEDULE



ID	Description
DC	2" GRC WITH (2) #350CU, 1500V
DC-G	2" GRC WITH (2) #350CU, 1000V & #2CU GROUND
G1	1" GRC WITH #2CU GROUND

SHEET KEYNOTES

- PROVIDE METER SOCKET PER RMP STANDARDS. METER & CTS SHALL BE FURNISHED AND INSTALLED BY RMP.
- PROVIDE 100% RATED MAIN BREAKER.
- PROVIDE (2) 4" CONDUIT WITH FULL STRING. PROVIDE WIDE SWEEP FIBERGLASS ELBOWS. RMP TO PROVIDE CABLING.
- PROVIDE DIGITAL METER LOCATED IN SWITCHGEAR AND FACTORY INSTALLED.
- OWNER FURNISHED ABB HVC 150 POWER CABINET AND CONTRACTOR INSTALLED CHARGING STATIONS. REFER TO GROUNDING RISER FOR GROUNDING REQUIREMENTS.
- OWNER FURNISHED ABB ELECTRIC BUS PANTOGRAPH CHARGER AND CONTRACTOR INSTALLED. REFER TO GROUNDING RISER FOR GROUNDING REQUIREMENTS.
- REFER TO LOW VOLTAGE RISERS FOR ADDITIONAL DETAILS.
- OWNER FURNISHED ABB HVC 150S POWER CABINET AND CONTRACTOR INSTALLED CHARGING STATIONS. REFER TO GROUNDING RISER FOR GROUNDING REQUIREMENTS.
- PROVIDE (1) 4" CONDUIT WITH FULL STRING. PROVIDE WIDE SWEEP FIBERGLASS ELBOWS. RMP TO PROVIDE CABLING.
- RMP FURNISHED AND INSTALLED TRANSFORMER. CONTRACTOR TO FURNISH AND INSTALL PRECAST VAULT MEETING RMP STANDARDS. COORDINATE EXACT LOCATION WITH RMP PRIOR TO INSTALLATION.

GENERAL SHEET NOTES

- PROVIDE NEMA 3R ENCLOSURES FOR EQUIPMENT LOCATED OUTDOORS. REFER TO PLANS FOR EQUIPMENT LOCATIONS.
- REFER TO PLANS FOR CONSTRAINTS ON PHYSICAL DIMENSIONS AND CLEARANCE REQUIREMENTS OF EQUIPMENT. PROVIDE EQUIPMENT DIMENSIONS THAT FALL WITHIN THE CONSTRAINTS OF EACH SPECIFIC LOCATION.
- ALL EQUIPMENT SHALL BE CONSTRUCTED AND BRACED FOR THE SEISMIC CONDITIONS OF THE PROJECT. REFER TO ELECTRICAL SPECIFICATIONS FOR REQUIREMENTS.
- TYPICAL ALL CHARGERS AND CHARGER EQUIPMENT SHALL BE FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.

COPPER CONDUCTOR AND CONDUIT SCHEDULE

SCHEDULE NUMBER (E.G. 1G)

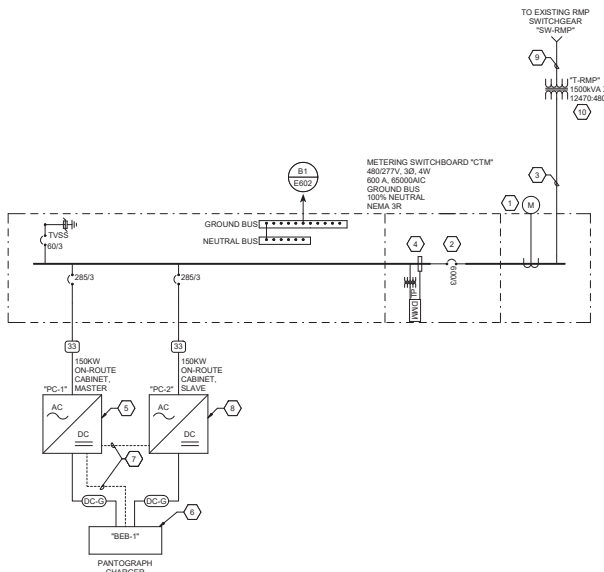
SUBSCRIPT (NOTE 5)

SYM	AMP	HH	CONDUIT	CONDUCTOR (NOTE 1)	IG	SE	NOTES		
1G	20	-	75	2	12	12	8	2	
1G	20	-	75	3	12	12	8	2,3	
1G	20	24	75	4	12	12	8	2,3	
1G	30	-	75	3	10	10	8	2	
1G	30	-	75	3	10	10	10	8	2
1G	30	32	75	4	10	10	10	8	2
1G	40	-	75	3	10	10	8	2	
1G	40	-	75	3	10	10	8	2	
1G	40	44	1	4	8	10	8	6	2
1G	55	-	75	3	10	10	8	2	
1G	55	-	75	3	10	10	8	2	
1G	55	60	1.25	4	6	10	8	4	2
1G	70	-	1.25	3	4	8	4	2	2
1G	70	76	1.25	4	4	8	4	2	2
1G	85	-	1.25	3	3	8	3	2	2
1G	85	-	1.25	3	3	8	3	2	2
1G	85	82	1.25	4	3	8	3	2	2
1G	95	-	1.25	3	2	8	2	2	2
1G	95	104	1.50	4	2	8	2	2	2
1G	130	-	1.50	3	1	6	2	2	2
1G	130	116	1.50	4	1	6	2	2	2
1G	150	-	2	3	10	6	2	10	2
1G	150	136	2	4	10	6	2	10	2
1G	175	-	2	3	20	6	2	20	2
1G	175	156	2	4	20	6	2	20	2
1G	200	-	2	3	30	6	2	20	2
1G	200	180	2.50	4	30	6	2	20	2
1G	230	-	2.50	3	40	4	2	20	2
1G	230	208	2.50	4	40	4	2	20	2
1G	255	-	2.50	3	250	4	1	20	2
1G	255	232	2.50	4	250	4	1	20	2
1G	310	-	3	3	350	3	10	30	2
1G	310	280	3	4	350	3	10	30	2
1G	380	-	3.50	3	500	3	30	30	2
1G	380	344	4	500	3	30	30	2	
1G	400	-	2 EA 2	3	300	3	30	30	2
1G	400	360	2 EA 2.50	4	300	3	30	30	2
1G	510	-	2 EA 2.50	250	1	40	30	2	
1G	510	464	2 EA 3	4	250	1	40	30	2
1G	620	-	2 EA 3	3	350	10	40	30	2,4
1G	620	560	2 EA 3	4	350	10	40	30	2,4
1G	760	-	2 EA 3.50	3	500	10	40	30	2,4
1G	760	688	2 EA 4	4	500	10	40	30	2,4
1G	855	-	3 EA 3	3	300	40	30	2,4	
1G	855	768	3 EA 3	4	300	20	40	30	2,4
1G	1000	-	3 EA 3.50	3	400	20	40	30	4
1G	1000	912	3 EA 3.50	4	400	20	40	30	4
1G	1140	-	3 EA 4	3	500	30	40	30	4
1G	1140	1032	3 EA 4	4	500	30	40	30	4
1G	1240	-	4 EA 3	3	350	30	40	30	4
1G	1240	1120	4 EA 3	4	350	30	40	30	4
1G	1675	1520	5 EA 4	4	400	40	40	40	4
1G	2010	1824	6 EA 4	4	400	250	250	4	
1G	2660	2408	7 EA 4	4	500	350	350	4	
1G	3040	2752	8 EA 4	4	500	500	500	4	
1G	4180	3796	11 EA 4	4	500	500	500	4	
1G	-	-	5 EA 4	-	-	-	-	6	
1G	-	-	10 EA 4	-	-	-	-	6	

FAULT CURRENT TABLE

BUS	FAULT CURRENT
BTM	85000

PROVIDE FULLY RATED CIRCUIT BREAKERS IN PANELBOARDS FOR THE FAULT CURRENT SHOWN. SERIES RATINGS WITH NEXT LEVEL UPSTREAM OVERCURRENT PROTECTIVE DEVICES ARE PERMITTED SUBJECT TO FACTORY IΔ DOCUMENTATION OF SERIES RATING SUBMITTED TO ENGINEER. IF DEVICE OR EQUIPMENT FAULT CURRENT RATING IS NOT SHOWN, ASSUME 100,000 AIC.



ONE-LINE DIAGRAM

SCALE: NTS



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UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION

6490 N. LANDMARK DRIVE
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Mark: _____ Date: _____ Description: _____
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CHECKED BY: LSK
DESIGNED BY: LSK

RECORD DRAWING DATE: _____
SIGNATURE: _____
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SHEET TITLE
ONE-LINE DIAGRAM

E601

1

2

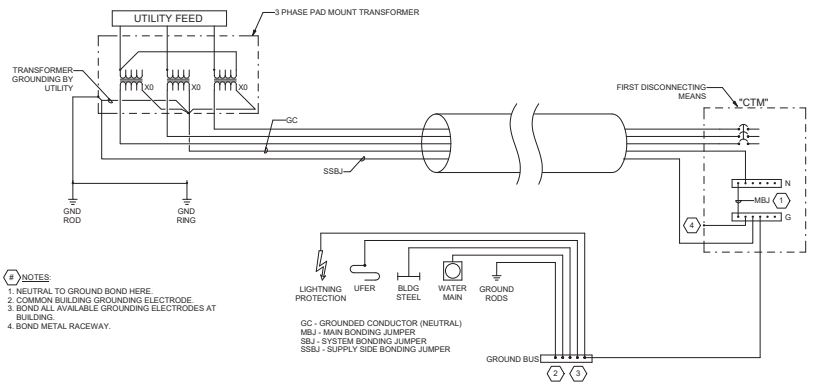
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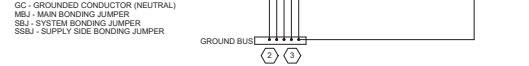
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SHEET KEYNOTES

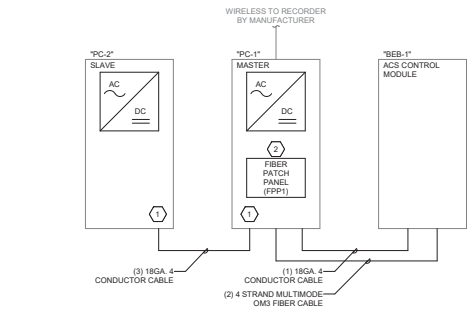
- 18 AWG, 4 CONDUCTOR COMMUNICATIONS CABLE WILL CONNECT DIRECTLY TO DIN-RAIL MOUNTED COMMUNICATIONS EQUIPMENT. LEAVE A MINIMUM OF 6" ADDITIONAL SLACK TO ENSURE ENOUGH CABLE LENGTH FOR PROPER TERMINATION.
- FIBER OPTIC CABLE WILL CONNECT DIRECTLY TO DIN-RAIL MOUNTED FIBER PATCH PANEL WITH ST CONNECTORS.



- NOTES:**
1. NEUTRAL TO GROUND BOND HERE.
 2. COMMON BUILDING GROUNDING ELECTRODE.
 3. BOND ALL AVAILABLE GROUNDING ELECTRODES AT BUILDING.
 4. BOND METAL RACEWAY.



B1 TYPICAL OUTDOOR UTILITY TRANSFORMER SEPARATELY DERIVED SYSTEM GROUNDING AND BONDING DETAIL
SCALE: NTS

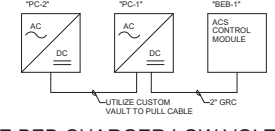


B3 ON ROUTE BEB CHARGER LOW VOLTAGE RACEWAY RISER
SCALE: NTS

EQUIPMENT/CABLE LIST

THE ITEMS INDICATED BELOW SHALL NOT BE CONSIDERED AS A "BILL OF MATERIALS". THIS LIST IDENTIFIES ITEMS OF SIGNIFICANCE USED DURING THE DESIGN OF THE CABLING INSTALLATION. WHERE THE ITEMS INDICATED ARE ONE PORTION OF AN ASSEMBLY, THE ENTIRE ASSEMBLY SHALL BE PROVIDED UNLESS SPECIFIED OTHERWISE. PROVIDE ALL MISCELLANEOUS HARDWARE AND SUPPORTS WHICH MAY NOT BE LISTED HERE. FOR A COMPLETE INSTALLATION, COMPARE CATALOG NUMBERS WITH DESCRIPTIONS AND NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO BID. IF CATALOG NUMBERS DO NOT MATCH DESCRIPTIONS, THE DESCRIPTIONS TAKE PRECEDENCE. PROVIDE COMPLETE SUBMITTAL FOR APPROVAL PRIOR TO PURCHASING ANY EQUIPMENT OR CABLE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SYMBOL	ITEM DESCRIPTION	ACCEPTABLE TYPES
	FIBER OPTIC CABLE, 04 STRAND MULTI-MODE, OUTDOOR, OSP RATED, LOOSE TUBE, GEL FREE	CORNING 1070/1075/1080/200
	INTERLOCK CABLE, 18 AWG, 4 CONDUCTOR, UV RESISTANT PVC, OSP	WEST PENN AQ244
	FIBER PATCH PANEL, DIN RAIL MOUNTED	CORNING SPH-41P
	ADAPTER PANEL, 08 POSITION, 08 FIBER, ST CONNECTOR	CORNING CCH-CP8H3
	DIN RAIL MOUNTING KIT	CORNING SPH-0N-KIT

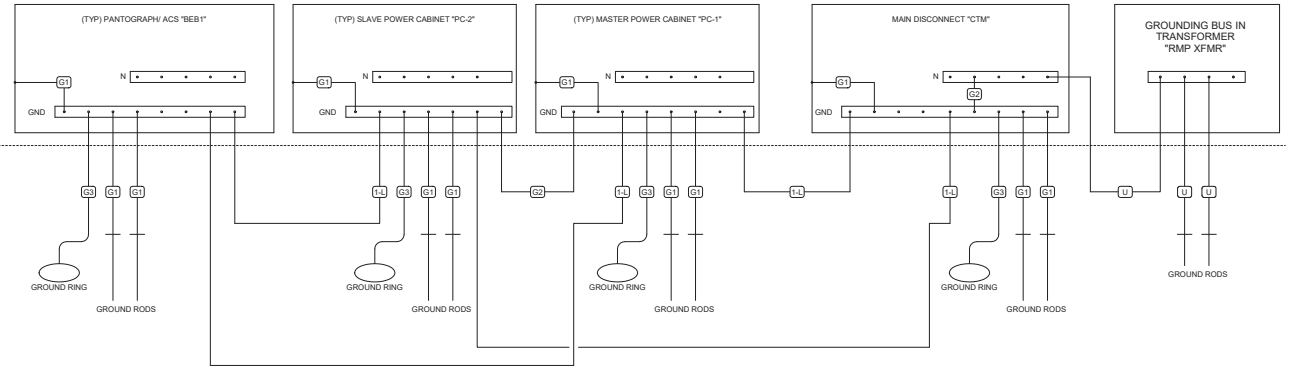


B3 ON ROUTE BEB CHARGER LOW VOLTAGE RACEWAY RISER
SCALE: NTS

GROUNDING SCHEDULE

ALL CONDUCTORS ARE INSULATED UNLESS INDICATED OTHERWISE

SYM	SIZE
G1	#6 CU
G2	#2 CU
G3	#40 CU
G4	#250 KCMIL CU
G5	#250 KCMIL CU
G7	1" CONDUIT CU
U	BY LOCAL UTILITY POWER COMPANY
L4	GROUNDING CONDUCTOR PER ONE-LINE DIAGRAM



A1 TYPICAL ON ROUTE BEB CHARGER GROUNDING & BONDING RISER
SCALE: NTS

UTA HIGH POWERED CHARGERS - KIMBALL JUNCTION
6490 N. LANDMARK DRIVE
PARK CITY, UTAH 84098

Mark:	Date:	Description:
ISSUE: CONSTRUCTION DOCUMENTS		
DATE:	08/16/2022	
PROJECT NO:	220184	
DRAWN BY:	IBC	
CHECKED BY:	LSK	
DESIGNED BY:	LSK	
RECORD DRAWING DATE:		
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SHEET TITLE		
GROUNDING RISER DIAGRAMS		

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EXHIBIT B
ENLARGED ELECTRICAL SITE PLAN



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief of Planning and Engagement
PRESENTER(S): Nichol Bourdeaux, Chief of Planning and Engagement
Russell Fox, Planning Director

TITLE:

Change Order: Amendment 1 to Addendum 31 to the Master Collaborative Planning Agreement for a Transit Economic Impact Study (WFRC, MAG, UDOT)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Amendment #1 to Addendum #31 to the Master Collaborative Planning Agreement with Wasatch Front Regional Council (WFRC), Mountainland Association of Governments (MAG), and Utah Department of Transportation (UDOT) for additional work on the economic impact of the Unified Transportation Plan; specifically, an analysis of the economic benefits of transit.

BACKGROUND:

The Board of Trustees adopted a new 2030 Strategic Plan in December 2022. One of the plan's primary strategic goals is to generate critical economic return to the State of Utah, with the objective of having communities across the state recognize the economic value and positive return on investment that UTA provides.

DISCUSSION:

UTA, WFRC, MAG and UDOT partner in joint projects and studies. The most recent study is scoped to assess the economic impact of Utah's Unified Transportation Plan under Addendum #31 of the Joint Projects Master Collaborative Planning Agreement. The Board approved a budget adjustment of \$275,000 on August 9, 2023 to fund a Utah-specific transit economic study to be completed by Q1 2024. This amendment will allow WFRC to add the additional scope of work and extend the current contract with Metro Analytics to perform the transit focused economic analysis.

ALTERNATIVES:

Delay the study to 2024.

FISCAL IMPACT:

The estimated cost for this study is \$275,000 and will be funded through contingency funds in the 2023 Operating Budget.

ATTACHMENTS:

- Amendment #1 to Addendum #31 (UTA Contract #UT13-051GL-1)
- Addendum #31 with Wasatch Front Regional Council

Amendment No. 1
to
Addendum 31
to
Master Collaborative Planning Agreement

Background: Addendum 31 to the Master Collaborative Planning Agreement (Economic Impact of Transportation: UTP) was executed on the 24th day of January 2023 between by and between UTAH TRANSIT AUTHORITY (“UTA”), UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”), WASATCH FRONT REGIONAL COUNCIL (“WFRC”), and MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (“MAG”). UTA, UDOT, WFRC and MAG are hereinafter collectively referred to as “parties” and each may be referred to individually as “party,” all as governed by the context in which such words are used. Addendum 31 contained a specified scope of work and an aggregate financial obligation between all Parties of \$75,000. The Parties now desire to increase the scope of work under Addendum 31 and UTA’s contribution by the amount of \$275,000.

Amendment No. 1:

1. The Parties agree to increase the Scope of Work under Addendum 31 to include all Tasks described in Exhibit A.
2. The Parties agree that UTA’s contribution under Addendum 31 shall increase by \$275,000 from \$25,000 to \$300,000.
3. Except for the terms in this Amendment No. 1, all other terms and conditions of Addendum 31 and the Master Collaborative Planning Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered this Amendment No. 1 effective the last date of signature below.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Jay Fox
Executive Director

By: _____ Date: _____
Nicole Bourdeaux
Chief, Services Planning

By:  _____
70E33A415BA44F6...
Michael Bell
Legal Counsel

WASATCH FRONT REGIONAL COUNCIL

By: _____ Date: _____

By: _____

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

By: _____ Date: _____

By: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Date: _____

Exhibit A

Scope of Work



Date: June 23rd, 2023
To: Christensen, Carlton, Ted Knowlton, and all concerned
From: Chandler Duncan, Metro Analytics
RE: Economic Impact of Transit in Utah

Introduction: Based on a meeting with the Utah Transit Authority (UTA), Wasatch Front Regional Council (WFRC), and other stakeholders on June 6th, 2023, it was decided that Metro Analytics would offer a menu of potential consulting elements to isolate the economic impacts of transit in Utah in a way that extends the wider impacts currently being estimated for Utah's Unified Plan. It is understood there is an interest in demonstrating the unique contributions of transit within the context of the impact areas of the unified plan, such as transportation efficiency, the stimulus effects of new funding in Utah, labor and job market access/productivity, business attraction, and business dependence. Furthermore, strategic, and qualitative analysis demonstrating the practical ways that the economic role of transit contributes to both users and non-users is of interest, as are potential ways to enhance the contribution of transit through additional funding opportunities associated with BIL and private investment into Utah's economy. Pursuant to this interest, the below menu of potential elements is offered.

A-La-Carte Offerings and Timing: While Metro Analytics can complete any one of the suggested elements as a stand-alone analysis (within the context of the unified plan analysis) – the first two elements can add significant context and value to any other elements that may be selected. Metro Analytics can complete the initial element (on modal efficiency) within eight weeks of notice to proceed – and can complete the entire effort (if all elements are selected) within six months. Metro can also complete some parts of elements 1, 2A, and 4 concurrently with the Unified Plan analysis if notice to proceed is granted in the July-August timeframe. Metro Analytics can also offer selected elements upfront, and add-on additional elements in subsequent phases at the discretion of UTA.

Proposed Elements of Analysis: The following is a menu of economic impact analyses/services based on the July 6th meeting and request from UTA:

Project Element	Approximate Fee
Element #1: Transit Contribution and Efficiency (Base) Analysis	\$30,000
Element #2A: Detailed Labor and Job Market Access	\$25,000
Element #2B: Property Value Sensitivity Analysis	\$25,000
Element #3: Industry and Business Case Study Analysis	\$25,000
Element #4: Business and Workforce ACRE Analysis	\$25,000
Element #5: Scenario Project Impact/Funding & Grant Analysis	\$20,000/Project
Element #6: Paratransit and MaaS impact & contribution	\$15,000
Element #7: Interactive Tool – Leave Behind Dashboard	\$30,000
All Elements Combined (including three project-specific scenarios):	\$235,000

Element #1: Transit Contribution and Efficiency: This element will expand on the unified plan economic impact analysis to explicitly isolate and demonstrate the monetary, fiscal, and wider

contributions that transit makes to the Utah economy. The analysis will center on transit as an efficient way to move people in Utah's economy by considering the difference in public costs between a "Utah without transit," Utah with transit as it exists today, and Utah with the transit envisioned by the unified plan. Key findings will address specific metrics like: (1) how much federal money does transit attract to Utah and what are the wider impacts of this investment on the state's economy? (2) how much money does transit save Utah's households and businesses, both in travel costs as well as in congestion cost, labor cost, safety, emissions, health, and vehicle operating cost?, (3) how does the efficiency of transit enable Utah's economy to create and sustain more business sales, jobs, GDP and household income than would otherwise be possible (and in what industries/occupations)?, (4) how much of Utah's tax revenue (on property, income and other basis) is made available by the modal efficiency of transit? These questions will be answered in a concise document with maps, tables, and charts illustrating the answers to these questions, supported by a technical appendix.

Element #2: Detailed Labor and Job Market Access: This analysis will build on the market-access/productivity analysis of the unified plan, to specifically address the extent to which transit (1) expands the pool of available labor to key Utah employment locations and (2) expands the pool of available work opportunities for Utah's households. The analysis will pinpoint specific industry sectors and employment locations in Utah where the size of the labor or job pool is the most affected by transit access (either due to congestion or auto ownership/availability). By analyzing different sub-areas throughout Utah this element will answer questions like: (1) how many dollars' worth of additional output can Utah's economy produce because of the labor access provided by transit? (2) what industries and occupations are most affected by this productivity gain, (3) how does this productivity gain contribute to Utah's household earnings, jobs, business sales, GDP, and tax receipts? and (4) how do Utah communities benefit from transit even if a relatively small share of local citizens are "active users" (specifically how does transit contribute to the availability of services, professionals, or the sustainability of businesses important even to non-users of transit)? The productivity contributions found in this element will be additive to the efficiency contributions in the first element such that implementing this element will demonstrate a higher overall impact finding than the first element alone. These questions will be answered in a concise document with maps, tables, and charts illustrating the answers to these questions, supported by a technical appendix.

Element 2B: Property Value Sensitivity Analysis: This analysis would utilize assessor and other land use data within the context of the bid-rent functions of WFRC's land use allocation model (and similar applications) to (1) identify the role of labor, consumer, and job market access on land values, (2) estimate the marginal effects that the types of changes in access or capacity found in element 2A can have on general values for different property types (industrial, commercial, residential and institutional land at varying levels of density) and (3) offer profiles of situations where transit access or capacity is most likely to offer meaningful contributions to property value and associated tax/assessed values.

Element #3: Industry and Business Case Study Analysis: This qualitative analysis will provide practical examples and details about how specific Utah industries depend on transit, making the findings of elements 1 and 2 more practical and easy to understand. In this element, the team will (1) refine the set of transit-dependent industries initially identified in elements 1 and 2, (2) provide case studies from a cross section of business locations or districts where these impacts occur, and

(3) offer practical observations about how both the availability and quality of transit service enables Utah firms to succeed. For example, if health care and hospitality are featured – the team will assess factors such as how the capacity of hospitals or ski resorts may be affected by the ability of workers in key support occupations to access the work site, or the ways in which factors such as congestion or parking may constrain what businesses can do absent transit, or how transit availability and access shape the viability of businesses. A qualitative case-study element can both make the impact findings more practical and actionable for non-technical audiences and reveal new areas of impact not revealed by modeling alone.

Element #4: Business and Workforce ACRE Analysis: This strategic analysis will build on the business Attraction, Creation, Retention, and Expansion (ACRE) assessment for the unified plan to pinpoint key industries, occupations, and locations where transit amenities may offer specific elements of a “package” that attracts new business or serves as a basis for expanding or sustaining existing business. This analysis focuses on (1) how transit affects the viability of potential development sites or event venues in terms of their capacity for workers or consumers (2) how transit affects the appeal of certain communities and neighborhoods for attracting and retaining knowledge workers in Utah communities based on quality of life, health or lifestyle considerations and (3) the role that transit components could play in grant-funded economic development initiatives or public-private initiatives in Utah communities. The deliverable of this element will be specific transit amenities or development concepts that can be used both to apply for grant funding and that can be implemented by economic development organizations in Utah as part of transit and economic development strategies.

Element #5: Scenario/Project Impact & Grants Analysis: This element if selected will pinpoint the economic impact of up to three specific transit projects – providing grant-ready benefit-cost analysis, wider economic and societal impact/equity analysis, and proposed BIL or EDA funding strategy for each project. Unlike the wider systems analysis, this will focus on individual projects or improvements to evaluate their business case within the context of specific funding criteria. The result of this analysis will be both a comparative/ROI analysis of the projects as well as the BCA analysis as required by federal programs and a recommended strategy of which funding program or programs best suit the selected projects.

Element #6: Paratransit Impact and Demand Response: This element if selected will profile the economic role of Utah’s ADA and paratransit services in achieving health care and other quality-of-life-related savings for both paratransit users and non-users. The analysis will explore both the transportation efficiency of paratransit as means of serving the eligible population, as well as the significant value of the societal benefit associated with this service in relation to its cost. The analysis will also offer a market profile and societal benefit/impact range associated with actions UTA and other allied agencies have taken or can take to leverage non-paratransit private ride-share and mobility as a service option.

Element #7: Leave-Behind Tool: This element if selected will embed the findings of the economic impact analysis into a leave-behind tool that UTA and its allied organizations can use to evaluate the economic dependence on transit and evaluate transit scenarios within the context of the regional or statewide economy. The tool will build on the WFRC Access to Opportunities (AOT) tool; but will include additional detail about occupational, industry, and household dependence on transit. Capabilities of the leave behind tool would include (1) the ability to select existing or proposed

transit routes or stops (as shown in the unified plan) and view a profile of occupational/workforce utilization of the facility, industry/employer dependence on the line as well as consumer market and household (social equity) characteristics of the line's market, and (2) the ability to build simple scenarios based on typologies of transit assets or investments to explore likely ranges of incremental effects of changes in transit service on labor productivity, overall transportation cost and access to strategic locations (as defined in previous elements). The leave-behind tool would give UTA and its allied organizations ongoing access to things like the zip-code level IMPLAN detail about economic performance indicators as well as the sensitivity of economic performance and fiscal outcomes of transit outlays.

Addendum No. 31
To
Master Collaborative Planning Agreement

Economic Impact of Transportation: UTP

THIS Addendum No. 31 to the Master Collaborative Planning Agreement [Economic Impact of Transportation: UTP] is made this 24 day of January, 2023, by and between UTAH TRANSIT AUTHORITY (“UTA”), UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”), WASATCH FRONT REGIONAL COUNCIL (“WFRC”), and MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (“MAG”). UTA, UDOT, WFRC and MAG are hereinafter collectively referred to as “parties” and each may be referred to individually as “party,” all as governed by the context in which such words are used.

WHEREAS, on or about October 14, 2013, the parties entered into that certain Master Collaborative Planning Agreement (the “Master Agreement”), whereby the parties agreed to participate jointly in planning for transportation improvements in and around the Wasatch Front; and

WHEREAS, the parties desire to specifically identify certain components of the Master Project to be governed by this Addendum No. 31, pursuant to the terms of the Master Agreement (the “Addendum No. 31 Component”).

NOW, THEREFORE, the parties hereby agree as follows:

1. The scope of work for the Addendum No. 31 Component is set forth and outlined on Exhibit A, attached hereto and by this reference made a part hereof.
2. The parties will contribute to a total sum of seventy-five thousand dollars (\$75,000). Each respective party will contribute a portion of the total as follows:

Agency	Contribution
MAG	\$6,250
UDOT	\$25,000
UTA	\$25,000
WFRC	\$18,750

Upon finalization of the scope and execution of this addendum, the funds will be committed to the project. Partners will be invoiced after services are rendered.

3. The Lead Party for the Addendum No. 31 Component of the Project is WFRC; and the Project Manager is Ted Knowlton. The representatives for each of the other entities shall be as follows: Alex Beim (UTA), Andrea Olson (UDOT), Shawn Eliot (MAG).

4. With the exception of the terms in this Addendum, all other terms of the Master Agreement shall remain in full force and effect.

5. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By *Jaron Robertson*
Its Acting Planning Director

By *Alex Beim*
Its Acting Mgr Long Range & Strategic Planning

By *Michael L. Bell*
Its Legal Counsel

WASATCH FRONT REGIONAL COUNCIL

By *Andrew Gruber*
Its Executive Director

By *Andrea Pearson*
Its Executive Assistant, Compliance & Procurement

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

By *LaNiece Davenport*
Its Planning and Policy Director

UTAH DEPARTMENT OF TRANSPORTATION

By *Andrew*
Its Planning Director

Exhibit A

Scope of Work for:

Economic Impact of Transportation: UTP

Project Information

Utah's Unified Transportation Plan is a collaborative effort between transportation agencies across the state of Utah including the Utah Department of Transportation (UDOT), Wasatch Front Regional Council (WFRC), the Mountainland Association of Governments (MAG), Dixie Metropolitan Planning Organization, Cache Metropolitan Planning Organization and Utah Transit Authority (UTA). Utah's Unified Plan partners work together to develop common goals, planning time horizons, performance measures and financial assumptions so that their plans are consistent across the state while meeting local needs. Then UDOT, UTA and the Metropolitan Planning Organizations all agree on which projects and needs to include in the Unified Plan, as well as timing, funding and how to measure their effectiveness in meeting shared objectives.

Goal: Our goal as transportation partners is to understand the forecast economic impact and ROI that would derive from the implementation of Utah's Unified Transportation Plan.

The following components are preferred to be considered in an analysis:

1. Benefit Factors: Assess economic impacts from factors such as:
 - a. Transportation efficiency, e.g., benefits that stem from reduced travel time, congestion reduction, transit ridership gains.
 - b. Maintenance, such as benefits that derive from drivers traveling on better maintained roads.
 - c. Changes in business attraction, retention, and expansion due to the increased attractiveness of Utah due to transportation and access efficiencies.
 - d. Change in market access of firms to suppliers and allied firms, including freight.
 - e. Change in destination accessibility or access to opportunities (ATO) - number of destinations reachable within a reasonable time. (Note: WFRC has a method to forecast change in ATO but not to assess economic benefit of that change).
 - f. Impacts of construction spending, e.g., multiplier investment in economy, job creation
 - g. Optional: Health benefits as they might affect the economy.
 - h. Optional: Safety benefits as they might affect the economy.
2. Cost Factors: Cost factors desired as part of the analysis include:
 - i. Impact on firm and household budgets
 - j. Externalities such as
 - Particulate emissions
 - Non-particulate emissions (GHG)
 - Optional: Impact on development patterns including impact on housing stock
3. Outcomes: Preferred aggregated outcomes include changes in:
 - k. Jobs.

- Optional: It is desirable if job growth can be organized by industry cluster.
 - l. Household income
 - m. Business output
 - n. GDP
4. Cost Benefit Ratio: We would like to understand the cost benefit ratio or return on investment.

Background

The last economic impact analysis can be found here.

<https://unifiedplan.org/wp-content/uploads/2020/02/FINAL-Economic-Impacts-and-Benefits-of-Utahs-Unified-Plan-02172020.pdf>



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Vi Miller, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **FrontRunner Wayfinding Signage**
- **UTA Sustainability Audit**
- **Mid-Valley BRT Construction**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- **FrontRunner Wayfinding Signage.** This is a procurement to complete phase I of the FrontRunner wayfinding design guidelines as published in 2019. Phase I includes the design, fabrication, and installation of the wayfinding signage on each of the UTA FrontRunner platforms. This is a one-year contract and funding for this project is included in the Capital Projects budget under project code MSP198. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 12314, GJ LaBonty)
- **UTA Sustainability Audit.** This is a procurement to contract with a firm to assist UTA in developing a

Sustainability Plan with the aim to enhance social well-being, protect the environment, and promote economic prosperity in the community. The selected firm will be required to conduct an assessment of UTA's operations, determine the agency's total carbon footprint, document their findings, and map out improvement strategies. The consultant's final report will inform UTA's Sustainability Plan. This is a two-year contract, and funding for this project is included in the capital project budget under project code MSP288. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 12475, Patti Garver)

- **Mid-Valley BRT Construction.** This is a procurement to contract with a firm to construct the Mid-valley Bus Rapid Transit (BRT) connector line. This BRT route will start at the West Valley light rail station and will travel down 2700 West to 4700 South, then proceed East and will ultimately end at the Murray Central light rail station. Construction will include BRT stations, communications, a dedicated bus lane along the route, as well as any necessary retaining walls and grading, and a new transit hub at Salt Lake Community College. Funding for this project is through a Capital Investment Federal grant and UTA Capital Project code MSP253. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 322842, Andrea Pullos).

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Russ Fox, Director of Planning
Alex Beim, Manager of Long Range Strategic Planning
Matt Gray, Strategic Planner II

TITLE:

UTA Bus Speed and Reliability Program (BSRP)

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

None, Discussion Only

BACKGROUND:

The Bus Speed and Reliability Program (BSRP) is a system-wide, ongoing effort to improve the speed and reliability of bus service across UTA's service area.

Fast and reliable access to destinations is essential to meeting transportation needs. Travel times that are competitive with driving are critical for attracting ridership and public support for transit. Buses that regularly arrive when they are scheduled to are essential for service that meets the daily needs of transit users. Fast and reliable service can also improve operational efficiency for UTA and support better working conditions for bus operators.

UTA's buses move more people than all other services combined, and proportionately more low-income and minority populations and zero-car households. In Utah and elsewhere, commutes made by bus take more time on average than commutes made by a personal vehicle.

UTA has successfully developed large capital bus projects in recent years. However, a mechanism has not been established to tactically make smaller improvements along existing bus routes. This program is intended to fill that missing process by evaluating potential changes and making them in a timely and cost-effective manner.

Projects may start as temporary installations to test designs and gather feedback for refinement.

DISCUSSION:

Some of the many tools for improving speed and reliability include transit signal priority for buses at signalized intersections, bus-only lanes on stretches of road or at intersections, improvements to bus stops to facilitate boarding and exiting of passengers, and adjustments to routing, placement of stops, and scheduling.

This program focuses on six initial study routes selected due to high ridership and frequency and for geographic diversity in the region. These are Routes 33, 35, 200, 217, 612, and 850.

Work to date includes collection and analysis of qualitative and quantitative data on speed and reliability issues and coordination with related UTA and partner efforts. UTA Planning is conducting route-specific stakeholder agency workshops and organized bus rides to gauge and generate support for project concepts, discover opportunities and challenges, and find pathways for implementation.

Partnerships are critical to the program, as UDOT buy-in and collaboration are necessary to implement improvements on state-owned roads. Some improvements are also considered for city-owned facilities, and engagement with cities, townships, MPOs, and other local agencies will also provide local knowledge of needs, opportunities, and challenges.

ALTERNATIVES:

N/A

FISCAL IMPACT:

- \$100,000 per year is approved in the 5-year Capital Plan for the implementation of projects.
 - Staff will explore grant and partner funding opportunities, depending on projects.
 - This program is intended to make small, cost-effective improvements to bus routes, with savings coming from in-house design, pilot installments, and coordination with existing construction projects or planning efforts.
-

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
Russ Fox, Planning Director
Eric Callison, Manager of Service Planning

TITLE:

December 2023 Change Day Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informal item for discussion

BACKGROUND:

Per Board Policy 3.2, UTA operates seasonal ski service between December and April Change Days each year. This presentation outlines the proposed ski service for the 2023-24 season, including the continuation of reduced service due to staffing, and briefly outlines UTA efforts related to staffing.

DISCUSSION:

The following ski routes are proposed for December 2023.

Weber County:

- 674 to Powder Mountain
- 675 to Snowbasin

Davis County:

- 677 to Snowbasin

Salt Lake County:

- 953 (suspended)
- 972 (reduced)

- 994 (reduced)

Utah County:

- 880 to Sundance

UTA will also discuss initiatives to increase hiring including wage increases for operators and mechanics, early operator onboarding, ESL training classes, and extra board working conditions improvements.

ALTERNATIVES:

Not applicable. The 2023 December Change Day proposal has no significant service changes from the 2022 December Change Day service.

FISCAL IMPACT:

Miles and hours of service included in the 2023 and 2024 budgets

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Director of Capital Development
PRESENTER(S): Dave Hancock, Director of Capital Development

TITLE:

Proposed 2023-2027 Capital Plan Amendment and 2023 Capital Budget Amendment for the TRAX Daybreak Station Project

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The Larry H. Miller Group (LHMRE, LLC) recently engaged UTA in discussions about adding a TRAX station in the Daybreak development close to the new baseball stadium they are building. The station will be located on the Redline in Daybreak between the intersection of Split Rock Road and Mellow Way, providing a third station in Daybreak. Before the Capital Development group can move forward with the proposed station, a new capital project (Daybreak Station) must be approved by the UTA Local Advisory Council and Board of Trustees through an amendment to the 5-Year Capital Plan.

UTA and Kennecott Land entered an Interlocal Agreement (ILA) on May 13, 2008. This agreement facilitated the construction of the Mid-Jordan Light Rail Line. The agreement granted UTA an easement to build and operate the Mid-Jordan Light Rail Line through Kennecott Land at Daybreak. The ILA contemplated a future third station in Daybreak at approximately 11000 South without assigning responsibility to either Party for the design or construction of the station. With the recent plans to construct the new stadium, LHMRE has now committed to assume the financial responsibility and will reimburse UTA for the costs of design and construction of the station.

On December 21, 2022, the Board of Trustees approved the 2023-27 Capital Plan and the 2023 Capital Budget. A first amendment to the Capital Plan was presented to the Local Advisory Council in February and adopted by the Board of Trustees on March 8, 2023. A second amendment to the Capital Plan was presented to the Local

DISCUSSION:

This proposed third amendment to the 2023-2027 Capital Plan would add the TRAX Daybreak Station Project with its associated 5-year spending plan. To meet the project timeline, a 2023 Capital Budget amendment is also proposed to provide budget authority in the 2023 Capital Budget to begin the station design and possibly initiate construction activities. The budget amendment would also account for funds from LHMRE, LLC to reimburse UTA for the costs associated with this station design.

The 2023-2027 Capital Plan Amendment will be presented to the Local Advisory Council for approval and recommendation to the Board of Trustees in September and presented to the Board for approval in October. The 2023 Capital Budget Amendment will be presented to the Local Advisory Council for consultation in September and presented to the Board for approval in October.

ALTERNATIVES:

None

FISCAL IMPACT:

Costs associated with the design (and potentially construction) of the project will be reimbursed by LHMRE, LLC.

ATTACHMENTS:

Proposed Capital Plan Amendment

2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
5310 Projects	8,832,000	681,000	307,000	307,000	307,000	10,166,000	268,000	10,434,000
CDA006- 5310 Admin Funds	307,000	307,000	307,000	307,000	307,000	1,535,000	-	1,535,000
ICI181- Mobility Management	-	-	-	-	-	-	-	-
ICI213- E Voucher Phase 2	415,000	374,000	-	-	-	539,000	250,000	789,000
ICI227- Voucher Project	10,000	-	-	-	-	10,000	-	10,000
MSP175- 5310 Ogden/Layton Funds	-	-	-	-	-	-	-	-
MSP179- FFY 15/17 - 5310 Program - OGDEN/LAYTON	24,000	-	-	-	-	24,000	-	24,000
MSP180- FFY 15/17 - 5310 Program - PROVO/OREM	64,000	-	-	-	-	64,000	-	64,000
MSP181- FFY 15/17 - 5310 Program - SLC/West Valley	144,000	-	-	-	-	144,000	-	144,000
MSP220- FFY 17/18 - 5310 Program - SLC/West Valley	280,000	-	-	-	-	280,000	-	280,000
MSP221- FFY 17/18 - 5310 Program - Ogden/Layton	137,000	-	-	-	-	137,000	-	137,000
MSP222- FFY 17/18 - 5310 Program - Provo/Orem	215,000	-	-	-	-	215,000	-	215,000
MSP249- FFY 19/20 - 5310 Program - SLC/West Valley (Operating)	477,000	-	-	-	-	477,000	-	477,000
MSP250- FFY 19/20 - 5310 Program - Ogden/Layton (Operating)	240,000	-	-	-	-	240,000	-	240,000
MSP251- FFY 19/20 - 5310 Program - Provo/Orem (Operating)	175,000	-	-	-	-	175,000	-	175,000
MSP276- FFY 2022 - 5310 Program - SLC/West Valley	1,231,000	-	-	-	-	1,231,000	-	1,231,000
MSP277- FFY 2022 - 5310 Program - Ogden/Layton	686,000	-	-	-	-	686,000	-	686,000
MSP278- FFY 2022 - 5310 Program - Provo/Orem	474,000	-	-	-	-	474,000	-	474,000
MSP279- FFY 2021 - 5310 Program - Ogden/Layton	383,000	-	-	-	-	383,000	-	383,000
MSP280- FFY 2021 - 5310 Program - SLC/West Valley	677,000	-	-	-	-	677,000	-	677,000
MSP281- FFY 2021 - 5310 Program - Provo/Orem	260,000	-	-	-	-	260,000	-	260,000
MSP295- ARPA 5310	249,000	-	-	-	-	249,000	-	249,000
MSP296- CRRSAA 5310	249,000	-	-	-	-	249,000	-	249,000
MSP297- FFY19/20 - 5310 Program - SLC/West Valley (Capital)	1,113,000	-	-	-	-	1,095,000	18,000	1,113,000
MSP298- FFY19/20 - 5310 Program - Ogden/Layton (Capital)	628,000	-	-	-	-	628,000	-	628,000
MSP299- FFY19/20 - 5310 Program - Provo/Orem (Capital)	394,000	-	-	-	-	394,000	-	394,000
Capital Construction	42,099,000	2,050,000	1,000,000	500,000	-	36,437,000	9,212,000	45,649,000
MSP081- Tooele Bus Facility	-	-	-	-	-	-	-	-
MSP102- Depot District	12,001,000	-	-	-	-	11,812,000	189,000	12,001,000
MSP122- Positive Train Control	-	-	-	-	-	-	-	-
MSP124- Airport Station Relocation	-	-	-	-	-	-	-	-
MSP185- Ogden/Weber State University BRT	25,785,000	-	-	-	-	24,625,000	1,160,000	25,785,000
MSP194- 650 South Station	-	-	-	-	-	-	-	-
MSP227- Meadowbrook Expansion	-	-	-	-	-	-	-	-
MSP228- Operator Restrooms- Salt Lake County	-	-	-	-	-	-	-	-
MSP271- MOW Training Yard	2,050,000	2,050,000	1,000,000	500,000	-	-	5,600,000	5,600,000
MSP272- Trax Operational Simulator	1,763,000	-	-	-	-	-	1,763,000	1,763,000
MSP282- Frontrunner Platform Modification	500,000	-	-	-	-	-	500,000	500,000
Capital Development	89,316,000	104,904,000	121,389,000	27,094,000	14,375,000	246,641,000	110,437,000	357,078,000
FMA683- Apprenticeship Training Aids	-	-	-	-	-	-	-	-
MSP096- Provo-Orem BRT	-	-	-	-	-	-	-	-
MSP132- Technical Support for ICPS Maintenance and Enhancements	36,000	-	-	-	-	-	36,000	36,000
MSP140- Box Elder County Corridor Preservation	2,075,000	1,575,000	1,575,000	1,575,000	1,575,000	-	8,375,000	8,375,000
MSP156- Prop 1 Passenger Imp. Davis County	943,000	-	-	-	-	-	943,000	943,000
MSP162- Electric Bus Purchase Lo/No Grant	-	-	-	-	-	-	-	-

2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
MSP193- Weber County Corridor Preservation	2,824,000	-	-	-	-	2,824,000	-	2,824,000
MSP196- Bus Stop Imp System-Wide ADA	-	-	-	-	-	-	-	-
MSP202- Davis-SLC Community Connector	1,700,000	5,864,000	35,566,000	12,519,000	-	51,192,000	4,457,000	55,649,000
MSP205- TIGER Program of Projects	13,269,000	-	-	-	-	7,568,000	5,701,000	13,269,000
MSP207- 3300/3500 South MAX Exp/Optimization	1,101,000	1,001,000	-	-	-	1,976,000	126,000	2,102,000
MSP208- Clearfield FR Station Trail	1,501,000	-	-	-	-	1,451,000	50,000	1,501,000
MSP215- Sharp/Tintic	110,000	395,000	-	-	-	-	505,000	505,000
MSP216- Point of the Mountain Transit	3,000,000	500,000	500,000	500,000	500,000	5,000,000	-	5,000,000
MSP224- Bus Stop Improvements- Utah County	-	-	-	-	-	-	-	-
MSP229- Bus Stop Imp/signage - SL County	1,478,000	-	-	-	-	-	1,478,000	1,478,000
MSP232- Northern Utah County Double Track	-	-	-	-	-	-	-	-
MSP240- Operator Restrooms throughout System	1,854,000	-	-	-	-	1,000,000	854,000	1,854,000
MSP248- Planning & Environmental Analysis	360,000	360,000	500,000	500,000	500,000	-	2,220,000	2,220,000
MSP252- FrontRunner Forward	3,880,000	500,000	500,000	800,000	600,000	6,280,000	-	6,280,000
MSP253- Mid-Valley Connector	15,001,000	45,103,000	43,976,000	-	-	104,080,000	-	104,080,000
MSP254- TechLink Corridor	1,200,000	1,200,000	5,000,000	-	-	6,200,000	1,200,000	7,400,000
MSP255- Central Corridor Transit	-	-	-	-	-	-	-	-
MSP258- Mt. Ogden Admin Bldg. Expansion	3,090,000	5,900,000	2,200,000	-	-	-	11,190,000	11,190,000
MSP259- S-Line Extension	7,870,000	6,700,000	3,080,000	-	-	17,650,000	-	17,650,000
MSP260- Westside Express (5600 West)	1,000,000	9,086,000	7,322,000	-	-	16,908,000	500,000	17,408,000
MSP264- South Valley Transit	3,830,000	2,000,000	2,620,000	-	-	5,830,000	2,620,000	8,450,000
MSP265- Program Management Support	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	-	16,500,000	16,500,000
MSP266- 3500 South TSP Upgrade	-	-	-	-	-	-	-	-
MSP267- New Maintenance Training Facility	2,300,000	2,300,000	3,300,000	-	-	3,760,000	4,140,000	7,900,000
MSP268- Optical Detection Next Steps	109,000	-	-	-	-	35,000	74,000	109,000
MSP269- Warm Springs Sewer Line Relocation	50,000	-	-	-	-	-	50,000	50,000
MSP273- Public Partnership Projects	2,000,000	-	-	-	-	-	2,000,000	2,000,000
MSP274- Historic Utah Southern Rail Trail	14,000	-	-	-	-	-	14,000	14,000
MSP286- Utah County Park & Ride Lots	230,000	2,220,000	2,550,000	-	-	4,200,000	800,000	5,000,000
MSP287- 900 East UVX Station	4,300,000	-	-	-	-	4,000,000	300,000	4,300,000
MSP288- Sustainability Project Pool	200,000	200,000	200,000	200,000	200,000	-	1,000,000	1,000,000
MSP289- Historic Orchard Pathway (Box Elder County)	206,000	-	-	-	-	187,000	19,000	206,000
MSP290- Orange Street Microtransit Vehicle Electric Chargers for micro	414,000	-	-	-	-	-	414,000	414,000
MSP291- CareATC Location Build Out	35,000	-	-	-	-	-	35,000	35,000
MSP293- Sheperd Lane Embankment	300,000	3,700,000	-	-	-	-	4,000,000	4,000,000
MSP300- New Daybreak Trax Station	500,000	4,500,000	1,500,000	-	-	6,500,000	-	6,500,000
REV239- HB322 Future Rail Car Purchase Payment	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	-	25,000,000	25,000,000
SGR358- Frontrunner Paint Booth	-	-	-	-	-	-	-	-
SGR407- Bus Stop Enhancements	3,090,000	1,000,000	1,100,000	1,100,000	1,100,000	-	7,390,000	7,390,000
SGR408- Route End of Line (EOL) Enhancements	1,000,000	1,500,000	500,000	500,000	500,000	-	4,000,000	4,000,000
SGR409- System Restrooms	146,000	1,000,000	1,100,000	1,100,000	1,100,000	-	4,446,000	4,446,000
Contingency	3,496,000	5,000,000	5,000,000	5,000,000	5,000,000	-	23,496,000	23,496,000
MSP999- Capital Contingency	3,496,000	5,000,000	5,000,000	5,000,000	5,000,000	-	23,496,000	23,496,000
Facilities- SGR	7,021,000	9,117,000	6,245,000	3,527,000	3,823,000	-	29,733,000	29,733,000
FMA559- Office Equipment Reserve	100,000	100,000	100,000	100,000	-	-	400,000	400,000

2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
FMA652- Facilities, Equipment Managed Reserve	571,000	500,000	1,000,000	500,000	750,000	-	3,321,000	3,321,000
FMA653- Facilities Rehab and Replacement	1,780,000	1,500,000	2,000,000	1,000,000	1,000,000	-	7,280,000	7,280,000
FMA672- Park and Ride Rehab/Replacement	500,000	750,000	1,000,000	500,000	500,000	-	3,250,000	3,250,000
FMA673- Stations and Platforms Rehab/Replace	560,000	250,000	250,000	500,000	250,000	-	1,810,000	1,810,000
FMA678- Meadowbrook Flooring/Lighting	-	-	-	-	-	-	-	-
FMA679- Building Remodels/Reconfiguration	1,170,000	900,000	900,000	900,000	1,200,000	-	5,070,000	5,070,000
FMA685- Wheel Truing Machine JRSC	-	4,000,000	-	-	-	-	4,000,000	4,000,000
FMA686- Warehouse Equipment Managed Reserve	375,000	117,000	95,000	27,000	123,000	-	737,000	737,000
SGR390- Jordan River Bldg 2 Remodel	1,965,000	1,000,000	900,000	-	-	-	3,865,000	3,865,000
Information Technology	21,990,000	26,983,000	17,936,000	10,964,000	3,569,000	-	81,442,000	81,442,000
ICI001- Passenger Information Signage	3,202,000	350,000	-	-	-	-	3,552,000	3,552,000
ICI005- EFC – Rehab & Replacement	225,000	150,000	-	-	-	-	375,000	375,000
ICI146- FrontRunner WiFi Enhancements	712,000	100,000	50,000	50,000	50,000	-	962,000	962,000
ICI173- JDE System Enhancements	50,000	50,000	50,000	50,000	50,000	-	250,000	250,000
ICI179- Network Infrastructure Equipment & Software	242,000	271,000	313,000	279,000	150,000	-	1,255,000	1,255,000
ICI183- Legal SW	-	-	-	-	-	-	-	-
ICI186- In House Application Development	283,000	200,000	200,000	200,000	200,000	-	1,083,000	1,083,000
ICI191- IT Managed Reserves	446,000	400,000	400,000	400,000	400,000	-	2,046,000	2,046,000
ICI197- Bus Communications On-Board Technology	102,000	100,000	100,000	200,000	200,000	-	702,000	702,000
ICI198- Info Security HW/SW (PCI Comp, OT Networks, Cybersecurity)	410,000	283,000	260,000	475,000	250,000	-	1,678,000	1,678,000
ICI199- Rail Communication Onboard Tech	197,000	100,000	100,000	100,000	100,000	-	597,000	597,000
ICI201- Server, Storage Infrastructure Equipment & Software	1,681,000	269,000	286,000	173,000	173,000	-	2,582,000	2,582,000
ICI202- Radio Comm Infrastructure	174,000	100,000	100,000	100,000	100,000	-	574,000	574,000
ICI211- TC-1 Timekeeping Upgrade	-	-	-	-	-	-	-	-
ICI214- Init APC Upgrade	486,000	243,000	243,000	-	-	-	972,000	972,000
ICI216- SSBU Mobility Eligibility Center Trapeze Software	170,000	-	-	-	-	-	170,000	170,000
ICI217- Transit Management System	950,000	-	-	-	-	-	950,000	950,000
ICI222- Fares Systems Replacement Program	5,500,000	13,867,000	11,434,000	6,587,000	200,000	-	37,588,000	37,588,000
ICI223- ERP Analysis	300,000	-	-	-	-	-	300,000	300,000
ICI224- JDE 9.2. Application Upgrade - UNx	-	-	-	-	-	-	-	-
ICI225- SharePoint Cloud Migration	60,000	-	-	-	-	-	60,000	60,000
ICI226- New Radio Communication System	2,000,000	7,000,000	500,000	150,000	150,000	-	9,800,000	9,800,000
ICI228- CPO New HRIS system application upgrade	500,000	1,000,000	1,000,000	-	-	-	2,500,000	2,500,000
ICI230- Workforce/Enterprise Asset Management	4,300,000	2,500,000	2,900,000	2,200,000	1,546,000	-	13,446,000	13,446,000
Infrastructure SGR Projects	53,309,000	40,623,000	35,095,000	27,963,000	25,572,000	111,520,000	71,042,000	182,562,000
MSP189- Signal Pre-emption Projects w/UDOT	200,000	-	-	-	-	200,000	-	200,000
MSP241- Queue Cutter Projects with UDOT	-	-	-	-	-	-	-	-
SGR047- Stray Current Mitigation	567,000	534,000	603,000	510,000	530,000	-	2,744,000	2,744,000
SGR359- Bridge Rehabilitation & Maintenance	625,000	472,000	400,000	320,000	400,000	-	2,217,000	2,217,000
SGR370- Light Rail Red Signal Enforcement	3,315,000	3,500,000	3,000,000	2,500,000	-	-	12,315,000	12,315,000
SGR385- Rail Rehab and Replacement	14,650,000	3,500,000	4,000,000	4,000,000	4,000,000	18,920,000	11,230,000	30,150,000
SGR393- Grade Crossing Rehab/Replacement	4,750,000	3,000,000	3,000,000	3,000,000	3,000,000	6,607,000	10,143,000	16,750,000
SGR397- Traction Power Rehab/Replacement	15,332,000	15,332,000	6,152,000	800,000	-	29,451,000	8,165,000	37,616,000
SGR398- OCS Rehab/Replace	2,000,000	2,035,000	8,000,000	6,000,000	6,000,000	19,228,000	4,807,000	24,035,000
SGR401- Ballast and Tie Rehab/Replacement	250,000	350,000	400,000	400,000	400,000	-	1,800,000	1,800,000

2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
SGR403- Train Control Rehab/Replacement	4,400,000	8,600,000	6,000,000	7,543,000	7,492,000	22,616,000	11,419,000	34,035,000
SGR404- Rail Switches/Trackwork Controls	2,820,000	1,300,000	2,000,000	2,250,000	3,000,000	8,496,000	2,874,000	11,370,000
SGR410- Fiber Rehab/Replacement	4,400,000	2,000,000	1,540,000	640,000	750,000	6,002,000	3,328,000	9,330,000
Planning	4,127,000	1,935,000	1,800,000	1,800,000	1,800,000	1,683,000	9,779,000	11,462,000
ICI185- WFRC Grant for Passenger Info improvements (Real Time Bus Si	412,000	-	-	-	-	336,000	76,000	412,000
ICI221- Customer Relations Software Replacement	270,000	135,000	-	-	-	-	405,000	405,000
MSP198- Wayfinding Plan	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	-	7,500,000	7,500,000
MSP284- Route Planning Restoration using Equity Index	300,000	-	-	-	-	300,000	-	300,000
MSP285- Bus Network Optimization Program (BNOP)	100,000	-	-	-	-	-	100,000	100,000
MSP292- AOPPP: Paratransit Forward Study	385,000	-	-	-	-	385,000	-	385,000
MSP294- Planning Studies Managed Reserve	300,000	300,000	300,000	300,000	300,000	-	1,500,000	1,500,000
REV234- Tooele County Microtransit & Vehicle Electrification	860,000	-	-	-	-	662,000	198,000	860,000
Property/TOC	8,627,000	2,634,000	1,184,000	791,000	63,000	1,955,000	11,344,000	13,299,000
MSP186- Sandy Parking Structure	-	-	-	-	-	-	-	-
MSP261- Property Management - Capital Repairs	40,000	40,000	40,000	40,000	-	-	160,000	160,000
MSP262- SLCentral HQ Office	1,780,000	1,000,000	-	-	-	-	2,780,000	2,780,000
MSP263- TOD Working Capital	688,000	688,000	688,000	688,000	-	-	2,752,000	2,752,000
MSP275- Station Area Planning	1,119,000	906,000	456,000	63,000	63,000	1,955,000	652,000	2,607,000
MSP283- ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	5,000,000	5,000,000
Revenue/Service Vehicles	92,249,000	76,910,000	80,935,000	144,664,000	190,278,000	221,036,000	364,000,000	585,036,000
MSP210- Update Bike Cars on FrontRunner	-	-	-	-	-	-	-	-
MSP247- Light Rail Seat Replacement	-	-	-	-	-	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	113,000	661,000	1,269,000	580,000	22,000	654,000	1,991,000	2,645,000
REV205- Replacement Non-Revenue Support Vehicles	1,148,000	500,000	500,000	750,000	750,000	-	3,648,000	3,648,000
REV209- Paratransit Replacements	3,328,000	3,328,000	2,883,000	3,435,000	3,546,000	-	16,520,000	16,520,000
REV211- Replacement Buses	31,452,000	38,787,000	42,816,000	50,891,000	26,910,000	-	190,856,000	190,856,000
REV212- Park City Lo/No Grant	4,543,000	-	-	-	-	4,222,000	321,000	4,543,000
REV224- Bus Overhaul	2,100,000	2,000,000	2,000,000	2,000,000	2,000,000	-	10,100,000	10,100,000
REV232- Van Pool Van Replacements	1,923,000	1,676,000	1,717,000	1,758,000	1,800,000	-	8,874,000	8,874,000
REV233- Commuter Rail Vehicle Procurement - Used	4,000,000	8,000,000	-	-	-	-	12,000,000	12,000,000
REV236- VW Battery Buses	22,030,000	-	-	-	-	15,508,000	6,522,000	22,030,000
REV237- GPS Telemetrics System	380,000	-	-	-	-	-	380,000	380,000
REV238- SD100/SD160 Light Rail Vehicle Replacement	2,000,000	5,000,000	16,000,000	73,500,000	143,500,000	180,000,000	60,000,000	240,000,000
SGR040- Light Rail Vehicle Rehab	13,610,000	10,662,000	9,000,000	8,000,000	8,000,000	20,652,000	28,620,000	49,272,000
SGR353- Commuter Rail Engine Overhaul	3,035,000	2,395,000	1,000,000	-	-	-	6,430,000	6,430,000
SGR386- Repair Damaged LRV	1,422,000	1,901,000	-	-	-	-	3,323,000	3,323,000
SGR391- Commuter Rail Vehicle Rehab	1,165,000	2,000,000	3,750,000	3,750,000	3,750,000	-	14,415,000	14,415,000
Safety and Security	6,094,000	2,823,000	2,817,000	2,793,000	2,912,000	21,000	17,418,000	17,439,000
FMA516- Corridor Fencing	50,000	55,000	61,000	67,000	74,000	-	307,000	307,000
FMA543- Police Fleet Vehicles	400,000	53,000	55,000	57,000	59,000	-	624,000	624,000
FMA557- Bus Safety and Security	30,000	33,000	37,000	41,000	45,000	-	186,000	186,000
FMA604- Safety General Projects	100,000	110,000	121,000	133,000	146,000	-	610,000	610,000
FMA645- Camera Sustainability	670,000	682,000	696,000	710,000	726,000	-	3,484,000	3,484,000
FMA656- Facility Security	50,000	50,000	50,000	-	74,000	-	224,000	224,000
FMA658- Bus Replacement Camera System	2,470,000	621,000	621,000	621,000	621,000	-	4,954,000	4,954,000

2023-2027 Program Summary

Department/ Project Code/Project Name	2023 Total Budget	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2023-2027 External Funds Total Budget	2023-2027 UTA Funds Total Budget	2023-2027 Total Budget
FMA659- Emergency Operations Training	15,000	-	15,000	-	-	-	30,000	30,000
FMA676- Security General Projects	120,000	22,000	24,000	27,000	30,000	-	223,000	223,000
FMA680- Suicide Prevention Research Project	40,000	30,000	-	-	-	21,000	49,000	70,000
FMA681- Arc Flash Analysis	705,000	-	-	-	-	-	705,000	705,000
FMA684- Police Managed Reserve	300,000	150,000	150,000	150,000	150,000	-	900,000	900,000
ICI140- Next Crossing Cameras	40,000	70,000	40,000	40,000	40,000	-	230,000	230,000
ICI229- Red/Blue/Green/Frontrunner Camera Systems	1,104,000	947,000	947,000	947,000	947,000	-	4,892,000	4,892,000
Grand Total	337,160,000	273,660,000	273,708,000	225,403,000	247,699,000	629,459,000	728,171,000	1,357,630,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/23/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Carlton Christensen, Chair of Board of Trustees

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of pending or reasonably imminent litigation

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation