



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 26, 2021

9:00 AM

Frontlines Headquarters

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically.
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see below) or by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- Public Comment may be given live during the meeting. See instructions below.
 - o Use this WebEx link and follow the instructions to register for the meeting (you will need to provide your name and email address)
<https://rideuta.webex.com/rideuta/onstage/g.php?MTID=e7af86f131c4975f9b2a2a59c7d43d427>
 - o Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
 - o Sign on 5 minutes prior to the meeting start time
 - 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, May 25th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- | | |
|---|---------------------------|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Public Comment | Chair Carlton Christensen |
| 4. Consent | Chair Carlton Christensen |
| a. Approval of May 12, 2021 Board Meeting Minutes | |

5. Reports

- | | | |
|----|--|----------------------------|
| a. | Agency Report | Carolyn Gonot |
| b. | Pension Committee Report | Jeff Acerson |
| c. | Safety and Security Report - Utah State Safety Oversight Program | Sheldon Shaw
Jim Golden |

6. Resolutions

- | | | |
|----|--|---------------------------------|
| a. | Resolution R2021-05-01 Granting Contract and Expenditure Authority for Parts Inventory Purchases | Troy Bingham |
| b. | Resolution R2021-05-02 Delegating Approval Authority for Certain Described Task Orders Under the On-Call Task Ordering Maintenance and Repair Contract (UTA-20-03349VW) for 2021 | Mary DeLoretto
David Hancock |

7. Contracts, Disbursements and Grants

- | | | |
|----|--|---|
| a. | Contract: Maintenance-of-Way Replacement Vehicles (Ken Garff West Valley Ford) | David Hancock |
| b. | Contract: Bus Real Time Digital Signage Equipment (Daktronics) | G.J. LaBonty |
| c. | Contract: iDEN Radio System Repair and Maintenance (DCTech Inc.) | Dan Harmuth
Kyle Brimley |
| d. | Contract: Panasonic Toughbook Android Tablet Purchase (Mobile Concepts Technology, LLC) | Dan Harmuth |
| e. | Contract: FrontRunner Forward Program Management Services (Kimley-Horn) | Mary DeLoretto
Manjeet Ranu
Janelle Robertson |
| f. | Change Order: Point of the Mountain Transit Design and Environmental Services (Parametrix Consult, Inc.) | Mary DeLoretto
Patti Garver |

8. Service and Fare Approvals

- | | | |
|----|--|---------------|
| a. | Fare Contract: Ed Pass Agreement Modification No. 1 (Mountainland Technical College) | Kensey Kunkel |
| b. | Fare Contract: Ed Pass Agreement Modification No. 1 (Ensign College) | Kensey Kunkel |

- c. Fare Contract: Hive Pass Purchase and Administration Agreement Amendment No. 2 (Salt Lake City Corporation) Kensey Kunkel

9. Discussion Items

- a. Depot District Clean Fuels Technology Center Project Update David Osborn
- b. 2020-2021 Ski Service Report Eddy Cumins
- c. Customer Benchmark Survey Report - 2020b Andrea Packer
R&R Partners
Cicero Group

10. Other Business

Chair Carlton Christensen

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

11. Closed Session

Chair Carlton Christensen

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

12. Open Session**13. Adjourn**

Chair Carlton Christensen



Utah Transit Authority

MEETING MEMO

Board of Trustees

Date: 5/26/2021

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UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on May 12, 2021, and is effective until midnight on June 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 7th day of May 2021.

DocuSigned by:

9F729E1F2C184AC...

Carlton J. Christensen, Chair of the Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

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

TITLE:

Approval of May 12, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:	Minutes
RECOMMENDATION:	Approve the minutes of the May 12 2021 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, May 12, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/675291.html> and video feed is available through the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
ATTACHMENTS:	1) 2021-05-12_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 12, 2021

9:00 AM

Frontlines Headquarters

This meeting was held remotely via phone or video conference and broadcast live for the public via the link and instructions on the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also participating were members of UTA staff.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination statement into the record as required by statute. The complete electronic board meeting determination statement is included as Appendix A to these minutes.

2. Safety First Minute

The meeting was delayed for a few minutes due to a technical issue.

Once the meeting resumed, Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

3. Public Comment

Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. All online public comment received was distributed to the board for review in advance of the meeting and is attached as Appendix B to these minutes.

4. Consent

a. Approval of April 28, 2021 Board Meeting Minutes

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

5. Reports**a. Agency Report**

Public Hearing for August Change Day. Carolyn Gonot, UTA Executive Director, mentioned the agency is currently holding a public comment period through May 28, 2021, on proposed service changes to go into effect in August. A virtual public hearing will take place at 6:00 p.m. this evening, May 12, 2021.

Vineyard Station Groundbreaking. Ms. Gonot noted a groundbreaking event scheduled on May 13, 2021, to announce the start of construction on the new FrontRunner Vineyard Station as well as the start of work on an additional 1.8 miles of new double tracking north of the future station.

Funding for the station comes from \$4 million appropriated in the 2018 legislative session, with an additional \$1.6 million appropriated during the 2021 legislative session. UTA is contributing \$16.9 million to cover the cost of double tracking. Construction will begin this month with completion targeted for the end of 2021.

b. Financial Report - March 2021

Bill Greene, UTA Chief Financial Officer, reviewed the financial dashboard and reported on sales tax collections, passenger revenues, transit-related stimulus funds, operating financial results, and operating expenses by mode.

Discussion ensued. Questions on the timing of stimulus fund drawdowns and budget aging for utilities were posed by the board and answered by staff.

6. Contracts, Disbursements and Grants**a. Contract: Purchasing Card Management Services (U.S. Bank)**

Todd Mills, UTA Director of Supply Chain, requested the board authorize execution of a contract with U.S. Bank for purchasing card management services. The term of the contract is a base of five years with five additional one-year options. The ten-year span of the contract was approved by the chief procurement officer due to the complexity involved in changing financial institutions. Benefits offered by U.S. Bank include mobile app accounting technology and a revenue share rebate of 1.825%.

Discussion ensued. Questions on the decision to issue a request for proposals for the service (as opposed to using a vendor on the state contract) and the timeline for the transition were posed by the board and answered by Mr. Mills.

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: FrontRunner Forward On Call Operations Planning and Simulation Assistance Task Order 2 (DB Engineering and Consulting, USA)

Mary DeLoretto, UTA Chief Service Planning Officer, was joined by Manjeet Ranu, UTA Director of Capital Development, and Kerry Doane, UTA Manager of Long Range Strategic Planning. Ms. DeLoretto asked the board to approve a change order to the contract with DB Engineering and Consulting, USA, for FrontRunner Forward on call operations planning and simulation work. The change order, which consists of four sub-tasks (program management coordination, strategic concept development support, simulation modeling, and signal and stations safety enhancements), has a value of \$320,105.80. The total contract value, including the change order, is \$499,962.24.

Discussion ensued. Questions on comparisons between the scope of this task order and the scope of the initial task order, anticipation of additional task orders, factoring growth into modeling, and inclusion of potential extensions were posed by the board and answered by staff.

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.

c. Change Order: Depot District Final Design (Stantec Architecture Inc.)

Ms. DeLoretto was joined by David Osborn, UTA Project Manager III. Ms. DeLoretto requested authorization of a change order in the amount of \$238,799 to the contract with Stantec Architecture Inc. for final design on the Depot District bus facility. The total contract value, including the change order, is \$3,770,566.

Discussion ensued. A question on whether this change order was anticipated was posed by the board and answered by staff.

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

d. Change Order: On-Call Infrastructure Maintenance Task Order #18 - 4800 West Mid Jordan Line Embedded Grade Crossing (Stacy and Witbeck, Inc.)

Ms. DeLoretto was joined by David Hancock, UTA Director of Capital Construction. Ms. DeLoretto asked the board to approve a change order in the amount of \$325,833 to the contract with Stacy and Witbeck, Inc. for a grade crossing replacement at 4800 West on the TRAX Mid-Jordan line. The total contract value, including the change order, is \$4,086,345.

Discussion ensued. A question on the availability of concrete was posed by the board and answered by staff.

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.

7. Service and Fare Approvals**a. Fare Agreement: Pass Purchase and Administration Agreement Amendment 2 (Church of Jesus Christ of Latter-day Saints)**

Kensey Kunkel, UTA Manager of Business Development - Sales, requested the board authorize an amendment to the fare agreement with the Church of Jesus Christ of Latter-day Saints ("Church"). The amendment bases the payment terms of the contract on actual use of the UTA system instead of a negotiated bulk pass rate. The adjustment was requested due to the continued impact of the COVID-19 pandemic, which necessitated alternative working arrangements for employees that reduced pass utilization. In alignment with discounted fares offered to large employers to incentivize transit use, staff recommended the Church receive a 17.5% discount on the final fare invoiced each month.

Discussion ensued. Questions on potential for future adjustments to the contract and retroactivity were posed by the board and answered by Ms. Kunkel.

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

b. Promotional Fare Request: Youth Rider's License

Ms. Kunkel asked the board to approve a promotional fare of \$49 for the Youth Rider's License.

Discussion ensued. A question on low income payment options was posed by the board and answered by Ms. Kunkel. Chair Christensen suggested it may make sense to make the fare a permanent part of UTA's fare portfolio.

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

8. Discussion Items**a. Amendment 1 to the Authority's 2021 Budget**

Mr. Greene was joined by Ms. DeLoretto. Mr. Greene summarized proposed changes to the 2021 capital budget as follows:

- FrontRunner Forward: Increase budget by \$2,500,000 with funds from state appropriation
- Building remodel/reconfiguration: Increase budget by \$365,000 with funds from carryover/fund balance
- Safety general projects: Increase budget by \$77,000 with funds from fund balance
- Corridor fencing: Increase budget by \$50,000 with funds from fund balance
- Non-revenue service vehicles: Increase budget by \$480,000 with funds from fund balance
- Capital contingency: Increase budget by \$429,500 with funds from fund balance
- Box Elder right-of-way preservation: Increase budget by \$2,700,000 with funds from Box Elder second quarter sales tax
- S-Line extension: Establish budget of \$600,000 with funds from state appropriation
- 5600 West: Establish budget of \$150,000 with funds from TTIF/federal grant (this budget is contingent on receipt of TTIF and grant funds)

Discussion ensued. Questions on propulsion systems in non-revenue service vehicles, vehicle availability, and drawdowns on state appropriations were posed by the board and answered by staff.

b. UTA on Demand Microtransit Late Night Summer Service Pilot

Jaron Robertson, UTA Director of Innovative Mobility Solutions, outlined a proposal for a microtransit late night summer service pilot. The pilot, which would run from Memorial Day 2021 through Labor Day 2021, would operate in the Salt Lake City service area (excluding the airport) on Thursday, Friday, and Saturday nights from 10:00 p.m.-4:00 a.m. Partners in the pilot include the Downtown Alliance, Salt Lake City Corporation, and Via. The project has a base operations budget of \$120,000 with an additional \$50,000 for contingency. Funds for operations are available in the existing microtransit budget. Marketing and communications expenses, which are anticipated to be \$25,000-\$50,000, will be covered in the marketing budget and by partner contributions. Costs for the pilot are covered under UTA's existing contract with VIA.

Discussion ensued. Questions on competition with transportation as a service providers, pilot objectives, and airport service (particularly for persons with disabilities) were posed by the board and answered by staff.

c. Salt Lake Central - Station Area Plan Addendum

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Jordan Swain, UTA Transit-Oriented Development Project Manager. Mr. Swain provided background on the initial station area plan and explained the purpose of the addendum, which is to provide a cohesive vision for properties west of the Salt Lake Central Station, including transit and transit facilities improvements. He then reviewed several potential land use concepts.

Discussion ensued. A question on inclusion of housing with the transit expansion component in the concepts was posed by the board and answered by staff.

d. Ogden Onboard - Station Area Plan Amendment

Mr. Drake was joined by Mr. Swain. Mr. Swain summarized the background for the original station area plan as well as the purpose of the amendment, which incorporates recommendations in the Ogden Onboard and Make Ogden planning initiatives and provides a detailed vision and implementation plan for the properties around the historic Union Station building.

e. Depot District Clean Fuels Technology Center Project Update

This item was deferred to a future meeting.

f. Roadway Worker Protection (RWP) Program Manager and Technical Budget Adjustment

Mr. Shaw recommended the addition of a full-time employee to manage the RWP program and requested the board authorize a technical budget adjustment to move \$60,500 from the 2021 operating budget contingency to fund the position.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that a full-time position for a RWP manager be added and a technical budget adjustment to move \$60,500 from the 2021 operating budget contingency to fund the position be authorized. The motion carried by a unanimous vote.

9. Other Business

- a. Next Meeting: Wednesday, May 26th, 2021 at 9:00 a.m.

10. Closed Session**a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation and Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual**

Chair Christensen indicated there were matters to be discussed in closed session relative to the discussion of the character, professional competence, or physical or mental health of an individual, as well as pending or reasonably imminent litigation.

Chair Christensen called for break at 11:08 a.m.

A motion was made by Trustee Acerson, seconded by Trustee Holbrook, to enter closed session. The motion carried unanimously and closed session convened at 11:15 a.m..

11. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and open session resumed at 12:22 p.m.

12. Adjourn

A motion to adjourn was made by Trustee Holbrook, and seconded by Trustee Acerson, The motion carried by a unanimous vote and the meeting adjourned at 12:23 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/675291.html> for entire content.

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

Approved date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A**UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION**

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on May 12, 2021, and is effective until midnight on June 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 7th day of May 2021.

Carlton J. Christensen, Chair of the Board of Trustees

Appendix B

**Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
May 12, 2021**

Received on May 10, 2021 from George Chapman:

May 12 UTA Board of Trustees meeting comments

UTA should not be proceeding with the double tracking of FrontRunner until the Simulation and Operations Planning Task Order 2 is finished. UTA should not be guessing at spending hundreds of millions of dollars. In addition, all cities along the corridor should understand the implications of 90MPH trains and agree to the plan. The cost to create 90MPH trains is billions of dollars (to electrify the system since diesels can't meet that goal and frequency) and taxpayers and the general public should be aware of and agree to the cost.

The tasks include: "Understand future market demands of the corridor, including future growth and changes in travel patterns.

Understand the signal and station safety improvements needed to support express service and increase in top speeds to 90 MPH."

I remind UTA that Ogden has a poor history of building parking structures that were actually discouraging for drivers. UTA should not be asking Utah taxpayers to fund relocation of the FrontRunner station. That should be Ogden's responsibility and they should pay for it.

Again parking structures in Ogden DO NOT WORK. Talk to long time residents.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

TITLE:

Agency Report

AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
FROM: Jeff Acerson, Board of Trustees
PRESENTER(S): Jeff Acerson, Board of Trustees

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	The Pension Committee met on May 12, 2021. Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.
ATTACHMENTS:	None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Sheldon Shaw, Director of Safety and Security
PRESENTER(S): Jim Golden, UDOT State Safety Oversight Program Manager
Sheldon Shaw, Director of Safety and Security

TITLE:

Safety and Security Report - Utah State Safety Oversight Program

AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Federal Transit Administration (FTA) require states to have a State Safety Oversight (SSO) program for rail transit. Utah chose UDOT to fill that role. The purpose of the program is to oversee safety at rail transit systems. SSO activities include audits, assessments, corrective active action plans, accident investigations and safety and emergency management plans review and approval.
DISCUSSION:	The presentation will cover three key areas: 1. Utah State Safety Program 2. Key Program Activities 3. 2020 Program Highlights
ATTACHMENTS:	• State Safety Oversight Program - Annual Report to the Governor (April 2021)



Utah Department of Transportation
State Safety Oversight Program
Annual Report to the Governor of the State of Utah – April 2021

Governor Cox:

Pursuant to federal regulation, the Utah Department of Transportation hereby presents this Annual Report of rail transit State Safety Oversight program activities. This report outlines the program's mission and details accomplishments in compliance with federal rules. Please do not hesitate to contact me at any time should you or your staff have questions or wish to discuss the program.

Respectfully:

James W. Golden

James W. Golden, P.E., TSSP
UDOT Traffic & Safety Division
State Safety Oversight Program Manager
jimgolden@utah.gov
Office: (801)-965-4284
Mobile: (801)-360-0052

Program Background and Overview

State Safety Oversight (SSO) of “rail fixed guideway public transportation systems” has been required by the Federal Transit Administration (FTA) since 1995, initially under 49 Code of Federal Regulations (CFR) Part 659 and subsequently replaced by 49 CFR Part 674 in 2015. FTA regulations specify system safety and emergency preparedness requirements for rail transit systems and their oversight agencies. In the State of Utah, the modes covered by these regulations are Utah Transit Authority (UTA) TRAX Light Rail and the Sugar House Streetcar (S-Line).

Pursuant to federal regulation, each state designates a State Safety Oversight Agency (SSOA). The Utah Department of Transportation (UDOT) has been designated as the SSOA for the state of Utah. The SSO program is housed within the Division of Traffic & Safety and run by one Program Manager and one Assistant Program Manager. The Program utilizes assistance from in-house and external technical and administrative consultants.

Key SSOA program activities include:

- Meeting regularly with UTA Safety, Operations, Maintenance, and Emergency Preparedness personnel,
- Conducting required triennial audits and as-needed special assessments,
- Approving UTA safety and emergency preparedness plans,
- Adopting UTA investigations of accidents, and
- Verifying UTA progress in correcting safety deficiencies.

The SSO program maintains a collaborative relationship with UTA, particularly with its Safety and Security Department and executive leadership. This facilitates strong communication between the parties and an atmosphere of mutual respect. When UDOT makes note of a deficiency or point of non-compliance at UTA, UDOT works with UTA to devise a path forward to eliminate or mitigate the issue. UTA’s Safety Department then monitors the Corrective Action Plan to resolution, providing UDOT with status updates and verification documentation.

Safety Plan Completion and Approval:

UDOT partnered with UTA to transform its comprehensive safety plan to comply with 49 CFR Part 673, which was released as a Final Rule in July 2018. This new regulation required all transit agencies to enhance safety risk management and safety performance measurement programs to become more proactive under a Public Transportation Agency Safety Plan (PTASP) that was required to be completed by December 2020. UDOT is pleased to report that it approved UTA’s PTASP as Part 673-compliant in January 2020, well ahead of most other rail transit agencies nationwide.

Program Highlights from 2020:

Safety Event Investigations:

The SSO program tracked and adopted UTA's investigation reports on 43 events that met UDOT and/or FTA-established reporting thresholds. Many of these events involved minor collisions between a train and an automobile at a grade crossing or intersection. As a result of this trend, UDOT contracted a third-party study to investigate causal factors of incidents in which vehicles make illegal left turns at red lights across tracks and is exploring solutions with UTA to prevent these events. Potential solutions could involve traffic signal timing enhancements. In all cases, UDOT works with UTA to agree upon probable cause and develop solutions to prevent reoccurrence where possible. UTA has been very proactive in identifying incident trends and corrective measures, even when probable cause rests with the automobile driver.

Hours of Service Audit:

In October 2020, UDOT conducted an annual Hours of Service audit to verify UTA compliance with applicable regulations pertaining to time on/off duty and record-keeping for rail operators, dispatchers, and signal maintainers. UDOT has worked with UTA to resolve the one finding resulting from this audit.

TRAX Airport Station Relocation:

UDOT's SSO program has been participating in the planning and design stages for the new TRAX light rail station at Salt Lake City International Airport. SSO representatives have attended meetings with UTA and airport staff and provided feedback on initial engineering drawings. SSO staff is also attending UTA Safety Certification meetings and providing ongoing guidance and feedback. The SSO program plans to review UTA's final documentation and conduct an inspection before station opening, currently expected in fall 2021.

FTA Oversight Activities:

In July 2019, the FTA conducted its triennial audit of UDOT's SSO program. The audit examined the processes and results of the SSO program and assessed its compliance with federal regulations.

In December 2020, the FTA distributed a draft audit report to UDOT which included two minor findings. UDOT has worked to address the areas of improvement raised in the findings, which focused on enhancing documentation of UDOT's future financial spending and staff training; both of which have already been completed. UDOT believes that its program showed exemplary compliance with all federal regulations, demonstrated an effective and successful system of oversight, and showed that the program has a cooperative and collaborative relationship with UTA as evidenced by the results of the FTA audit.

For further information, please feel free to contact the UDOT SSO Program Manager, whose contact information is contained on the cover page of this report.



Utah Transit Authority

MEETING MEMO

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

Resolution R2021-05-01 Granting Contract and Expenditure Authority for Parts Inventory Purchases

AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Adopt Resolution 2021-05-01 which grants disbursement authority for inventory purchases through May 2022
BACKGROUND:	Board Policy 4.2 allows the Board to preapprove disbursements to vendors by resolution. In its meeting of April 14, 2021, the Board, by resolution, preapproved disbursements for 16 vendors covering disbursements related to payroll benefits and taxes, insurance, electricity, and P-card purchases. Since then, Finance has reviewed 2020 disbursements related to inventory purchases and have identified 26 additional vendors (not including Siemens Mobility that is currently exempted) that Supply Chain performs multiple bids throughout the year for inventory parts and has exceeded \$200,000 in annual purchases.
DISCUSSION:	Finance is requesting an additional annual resolution, like the one approved in April 2021 by the Board, which identifies these specific inventory situations where UTA is doing more than \$200,000 in annual business with a vendor without a Board approved contract. This would allow Supply Chain to continue bidding inventory parts less than \$150,000 on an as needed basis and thus allowing UTA to do business with vendors over \$200,000 if they win multiple inventory part bids throughout the year.
ALTERNATIVES:	UTA would hold any disbursement over \$200,000 for subsequent Board meetings thus delaying timely payments to vendors.
FISCAL IMPACT:	None
ATTACHMENTS:	Resolution R2021-05-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING CONTRACT AND EXPENDITURE AUTHORITY FOR
PARTS INVENTORY PURCHASES**

R2021-05-01

May 26, 2021

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

WHEREAS, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order increases the contract value to \$200,000 or more or exceeds 15% of the total contract or has a total change or value of \$200,000 or more; and

WHEREAS, on June 1, 2019 the Board passed Resolution R2019-06-01 establishing Board Policy 2.2 – Contracting Authority and Procurement that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS, on April 14, 2021 the Board of Trustees of the Authority (the "Board") passed Resolution R2021-04-01 Granting Contract and Expenditure Authority for payroll, insurance, and general purchases; and

WHEREAS, the Board desires to create a separate Resolution R2021-05-01 to monitor inventory parts purchases for maintenance and repair vendors that perform individual transactions with UTA throughout the year and exceed the \$200,000 threshold without an approved contract or change order.

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

1. That the Executive Director is authorized to approve payments through May 2022 to vendors for supplying the parts inventory based on 2020 purchase levels described in Exhibit A.
2. That the Comptroller is authorized to approve disbursements exceeding \$200,000 if the associated vendor is on Exhibit A.

3. That the Board hereby ratifies any and all actions taken by the Authority's management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 26th day of May 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Legal Counsel

Exhibit A

Annualized Disbursements Approved for Inventory Vendors through May 2022

Vendor	Purpose	2020 Purchase Amounts
BRADKEN, INC	Shock damper for light and heavy rails	\$ 231,280
Craftsman Upholstery and Interior	Seat Fabrics and Parts	269,643
Cummins Sales and Service	Diesel Engine Parts	1,893,940
DELL MARKETING L.P.	Desktops and Laptops	513,498
DELLNER COUPLERS INC	Light Rail Coupler Parts	704,053
GILLIG CORPORATION	Bus Parts	1,760,923
GMT INTERNATIONAL CORP	Rubber suspension components for light rail	270,468
IFE NORTH AMERICA LLC	S70 doors for Light rail	565,748
KAMAN INDUSTRIAL TECH.	Bearings & Motors	282,407
Kenworth Sales	Bus Parts	307,303
KNORR BRAKE CORP.	specialize in braking system for rail and commercial vehicles	1,057,402
L & S Electric Inc.	Rail equipment repairs	291,917
MUNCIE TRANSIT SUPPLY ++	Commuter Bus Parts	446,169
ORX	Locomotive wheels, Wheel & Axle Assembly for heavy rail	283,522
POWERRAIL DISTRIBUTION	Remanufacturer of aftermarket locomotive parts	206,870
Powertech Converter Corp USA	APS power supply	268,208
Railroad Friction Products	Break parts for Light rail and heavy rails	200,388
SCHUNK CARBON TECHNOLOGY LLC	Specialize in carbon, Graphite, Ceramic composite	603,946
The Aftermarket Parts Company	Bus Parts	743,992
VAPOR-STONE RAIL SYSTEMS	Light Rail Parts	302,665
Wabtec Passenger Transit ++	Braking system, Couplers & Draft Gears, Electrical solution for light and heavy rails	1,057,160
ALSTOM SIGNALING, INC.	signaling product for light rail and heavy rail	200,000
Safe Fleet Bus & Rail	Distributor of safety products for bus and Rail	200,000
SMITH POWER PRODUCTS	Bus repairs	200,000
THERMO KING INTERMOUNTAIN INC	HVAC, Heater/AC	200,000
VOITH TURBO, INC.	Couplers for SD100 & SD160 for Light Rail	\$ 200,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer & David Hancock, Director of Capital Construction

TITLE:

Resolution R2021-05-02 Delegating Approval Authority for Certain Described Task Orders Under the On-Call Task Ordering Maintenance and Repair Contract (UTA-20-03349VW) for 2021

AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2021-05-02 for delegating approval authority to the Executive Director for certain periodic and repetitive task orders, including Task Orders #3, 20, 21, 26, 27, and 28, under the on-call infrastructure maintenance task ordering agreement.
BACKGROUND:	In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance task ordering agreement focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options. UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns: 1) Passenger ride quality 2) Automobile cross-traffic ride quality 3) Potential stray current issues
DISCUSSION:	Request delegation of approval authority to the Executive Director for certain specified periodic and repetitive task orders including Task Orders #3, 20, 21, 26, 27, and 28. The Task Order details are: • Task Order # 3-SGR385: The NTE task order amount is \$2,700,000.00 ○ South Stadium Embedded Curve Replacement: \$900,000.00 ▪ As part of the planned activities this year, UTA desires to replace two curved track areas at South of the Stadium light rail station and Mario Capecchi Drive on the University Line. The curves are

approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement. ○ **North Stadium Embedded Curve Replacement:** \$900,000.00 ■ As part of the planned activities this year, UTA desires to replace two curved track areas at North of the Stadium light rail station and Mario Capecchi Drive on the University Line. The curves are approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement. ○ **Mario Capecchi Embedded Curve Replacement:** \$900,000.00 ■ As part of the planned activities this year, UTA desires to replace two curved track areas located at Mario Capecchi Drive on the University light rail line. The curves are approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement. • Task Order #20-: The NTE task order amount is \$434,000.00 ○ **Operator Relief Rooms** ■ Construction of two Operator Relief Rooms. • 3900 South Wasatch Blvd. ○ \$228,160.00-MSP228 • University Medical Center ○ \$206,140.00-MSP231 • This work will include concrete pad, footing, and grading for both. Power is included on The University location. • Task Order #21-MSP257: The NTE task order amount is \$1,000,000.00 ○ **Gap Filler on Frontrunner Stations:** ■ There has been a potential safety issue identified. When a customer boards our Frontrunner vehicle, there is a gap which poses a threat of having someone fall in between the platform and the vehicle. The gap filler will install a barrier on the platform reducing the gap. Station locations will be identified once material costs are in place. • Task Order #26-SGR385: The NTE task order amount is \$350,000.00 ○ **Winchester Avenue Grade Crossing Replacement** ■ As part of the planned activities this year, UTA desires to replace the Winchester Avenue Grade Crossing. This light rail grade crossing is located on the Blue Line at approximately 6400 South and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk. • Task Order #27-SGR385: The NTE task order amount is \$350,000.00 ○ **3200 West Grade Crossing Replacement** ■ As part of the planned activities this year, UTA desires to replace the 3200 West Grade Crossing. This light rail grade crossing is located on the Red Line at approximately 8600 South and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk. • Task Order #28-SGR385: The NTE task order amount is \$250,000.00 ○ **8120 South Grade Crossing Replacement** ■ As part of the planned activities this year, UTA desires to replace the 8120 South Grade Crossing. This light rail grade crossing is located on the Red Line and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include

	or the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk. Before being approved by the Executive Director, each Task Order will be verified to be within the scope of the master task ordering agreement, be negotiated at a fair and reasonable price within the NTE described above, and be consistent with all terms of the master task ordering agreement. Each Task Order will undergo legal review prior to approval by the Executive Director. If the negotiated price for any task order exceeds the NTE stated above, Board approval shall be sought and obtained prior to formal issuance.
ALTERNATIVES:	The Board could approve each Task Order individually which could cause delays in execution.
FISCAL IMPACT:	This budget is included in the 2021 Capital Program under project code: SGR385, MSP228, MSP231, and MSP257
ATTACHMENTS:	1) Resolution R2021-05-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY DELEGATING APPROVAL AUTHORITY
FOR CERTAIN DESCRIBED TASK ORDERS UNDER THE ON-
CALL TASK ORDERING MAINTAINANCE AND REPAIR
CONTRACT (UTA 20-03349VW) FOR 2021**

R2021-05-02

May 26, 2021

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

WHEREAS, UTA has effectively utilized task ordering agreements in procuring on-call maintenance and repair services in order to maintain a state of good repair for its various transit-related assets; and

WHEREAS, the UTA entered into on-call task ordering agreement with Stacey and Witbeck, Inc. on January 27, 2021, (OCMC/SWI) (UTA 20-03349VW) to address on-call state of good repair requirements for a three-year period with two additional one-year options; and

WHEREAS, the Board of Trustees has typically approved the overall task ordering agreement containing an estimated scope of work and budget, as well as subsequent individual task orders exceeding \$200,000 having a defined scope of work and a negotiated price; and

WHEREAS, certain maintenance and repair tasks are required to be performed on a periodic and repetitive basis and are therefore susceptible to reasonably accurate estimation both as to work scope and price; and

WHEREAS, the Board of Trustees is willing to delegate authority to the Executive Director to approve task orders for the on-going and repetitive tasks listed in Exhibit A at prices no greater than the not-to-exceed amounts shown in the exhibit,

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

1. That the Board of Trustees hereby authorizes the Executive Director, under the terms of the OCMC/SWI Contract, to execute rail maintenance task orders for the projects listed in Exhibit A for the calendar year 2021 subject to the following stipulations:
 - The task order price shall be no greater than the Not-To-Exceed price shown in Exhibit A.
 - The task order prices shall be subject to a Price Verification Analysis and an Independent Cost Analysis to ensure the pricing is fair and reasonable.

- The task orders work scope shall be determined by an executive at the Director or higher level to be within the scope of the basic task ordering agreement.
 - The task orders shall be governed by the terms and conditions of the basic task ordering agreement approved by the Board of Trustees.
 - The task orders shall be subject to legal review and approval.
2. That the cumulative amount obligated under any task orders executed pursuant to such authority shall not exceed the rail maintenance infrastructure Capital Budget.
 3. That any task order that either exceeds the not to exceed (NTE) amount show in Exhibit A or would otherwise cause the Authority to exceed the rail maintenance infrastructure Capital Budget shall require additional approval of the Board.
 4. That all task orders exceeding \$200,000 must be presented to the Board as informational items by the Executive Director.

Approved and adopted this 26th day of May 2021.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To From:

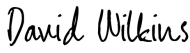
DocuSigned by:

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Legal Counsel

Exhibit A

Contract #20-03349 On-Call Transit Maintenance Contract
 Stacy and Witbeck Inc.
 2021 Task Orders

April 2021- December 2021

Scope (Project ID)	Project Code	2021 Remaining Project Budget	Not to Exceed Task Order Amount
South Stadium Embedded Curve Replacement Project Description: As part of the planned activities this year, UTA desires to replace two curved track areas at South of the Stadium light rail station and Mario Capecchi Drive on the University Line. The curves are approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement.	SGR385	\$ 5,642,156.00	\$ 900,000.00
North Stadium Embedded Curve Replacement Project Description: As part of the planned activities this year, UTA desires to replace two curved track areas at North of the Stadium light rail station and Mario Capecchi Drive on the University Line. The curves are approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement.	SGR385	\$ 4,742,156.00	\$ 900,000.00
Mario Capecchi Embedded Curve Replacement Project Description: As part of the planned activities this year, UTA desires to replace two curved track areas located at Mario Capecchi Drive on the University light rail line. The curves are approaching the end of the useful life expectancy and require replacement. Work will include demolition of the existing curve, rail and embedded concrete replacement.	SGR385	\$ 3,842,156.00	\$ 900,000.00

Winchester Avenue Grade Crossing Replacement Project Description: As part of the planned activities this year, UTA desires to replace the Winchester Avenue Grade Crossing. This light rail grade crossing is located on the Blue Line at approximately 6400 South and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk.	SGR385	\$ 2,942,156.00	\$ 350,000.00
3200 West Grade Crossing Replacement Project Description: As part of the planned activities this year, UTA desires to replace the 3200 West Grade Crossing. This light rail grade crossing is located on the Red Line at approximately 8600 South and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk.	SGR385	\$ 2,592,156.00	\$ 350,000.00
8120 South Grade Crossing Replacement Project Description: As part of the planned activities this year, UTA desires to replace the 8120 South Grade Crossing. This light rail grade crossing is located on the Red Line and is at the end of its useful life. This is one of the planned grade crossing replacements in 2021. Work will include demolition of the existing crossing, grading, new rail, replacement of grade crossing panels, ballast work and curb and sidewalk.	SGR385	\$ 2,242,156.00	\$ 250,000.00
Operator Relief Rooms Project Description: Construction of two Operator Relief Rooms. 1. 3900 South Wasatch Blvd. a. \$228,160-MSP228 2. University Medical Center a. \$206,140-MSP231 This work will include concrete pad, footing, and grading for both. Power is included on The University location.	MSP228 MSP231	There will be \$341,000 remaining in MSP228	\$ 434,000.00

Gap Filler on Frontrunner Stations Project Description: There has been a potential safety issue identified. When a customer boards our Frontrunner vehicle, there is a gap which poses a threat of having someone fall in between the platform and the vehicle. The gap filler will install a barrier on the platform reducing the gap. Station locations will be identified once material costs are in place.	MSP257	The entire budget will be used.	\$ 1,000,000.00
	Totals	Remaining Budget \$1,992,156.00 in SGR385 \$341,000 in MSP228	\$ 5,084,000.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Dave Hancock, Director of Capital Construction

TITLE:

Contract: Maintenance-of-Way Replacement Vehicles (Ken Garff West Valley Ford)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve procurement of Maintenance of Way (MOW) vehicles and associated disbursements in the amount of \$530,609 with Ken Garff West Valley.
BACKGROUND:	The MOW Department has requested the replacement of vehicles that have exceeded their useful life, including some worn out trucks and additional vehicles for new employees. MOW vehicles typically incur a large number of miles. These vehicles are on the prioritized list for the Non-Revenue Service Vehicle Replacement project.
DISCUSSION:	MOW and Systems Engineering's vehicle needs include: <i>MOW Inspections</i> • Need 1- SUV Ford Explorers <i>MOW Infrastructure</i> • Need 3- F-250 type trucks, tow package, lights, etc. <i>MOW Systems</i> • Need 7- F150 type trucks with running boards, tow package, lights, etc. • Need 2- F350 type with crew cab, tow package, lights, etc. <i>Systems Engineering</i> • Need 2- Ford Escapes The procurement of the vehicles will be from a vendor on the State Contractors list. UTA requested quotes from all state contract holders for this style of vehicle and Ken Garff West Valley was lowest bidder for the make and models that best fit UTAs needs. UTA utilizes state of Utah contract on many of its vehicles, we have found the discounts to help UTA be good stewards of public funds.
CONTRACT SUMMARY:	
Contractor Name:	Ken Garff West Valley (State Contract)
Contract Number:	AV2527
Base Contract Effective Dates:	Current thru 12/15/2022

Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$530,609
Procurement Method:	State cooperative contract
Funding Sources:	Local
ALTERNATIVES:	Defer replacements to future budget year. (Not Recommended. PO has been issued)
FISCAL IMPACT:	This project is included in the 2021 Capital budget
ATTACHMENTS:	PO 16610 Ken Garff, State Contract link: https://statecontracts.utah.gov/Contract/Details/AV2527-Vehicles%7C567b07bb-2092-4376-8abf-d74049bdee8a

Ken Garff West Valley 4175 West 3500 South West Valley UT 84120				PURCHASE ORDER NUMBER		OG 16610
				PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority		VENDOR NUMBER
		An Equal Opportunity Employer		1471456	2/12/2021	
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB	
AP@RIDEUTA.COM	ATTENTION: RECEIVING			TARA M	*	
669 W 200 S	3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER	
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Burton, Amanda	1 of 1	

Confirmation: Do not Duplicate	Utah Transit Authority Is Tax Exempt	Total PO Value: 530,609.00	Ship as soon as possible. Early Shipments Allowed
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LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009028	2/12/21	4 EA	40-6205.68912	F150 4x4 ext cab shrt bed MOW 2021 replacements	35345.0000	141,380.00
2	00009028	2/12/21	2 EA	40-6205.68912	F-250 4x4 stake bed tow pkg MOW 2021 replacements	36981.0000	73,962.00
3	00009028	2/12/21	1 EA	40-6205.68912	Ford Escape MOW 2021 replacements	27554.0000	27,554.00
4	00009028	2/12/21	2 EA	40-6205.68912	Ford F350 MOW 2021 replacements	42700.0000	85,400.00
5	00009028	2/12/21	1 EA	40-6205.68912	Ford F150 crew cab short bed MOW 2021 replacements	34766.0000	34,766.00
6	00009028	2/12/21	1 EA	40-6205.68912	Ford F250 MOW 2021 replacements	35176.0000	35,176.00
7	00009028	2/12/21	1 EA	40-6205.68912	Ford Explorer MOW 2021 replacements	34175.0000	34,175.00
8	00009028	2/12/21	2 EA	40-6205.68912	Ford F150 crew cab short bed MOW 2021 replacements	35677.0000	71,354.00
9	00009028	2/12/21	1 EA	40-6205.68912	Ford Escape PER MOW 2021 replacements	26842.0000	26,842.00

Per State Contract AV2527

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

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



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): G.J. LaBonty, Manager Customer Experience

SUBJECT:

Contract: Bus Real Time Digital Signage Equipment (Daktronics)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contract and associated distributions with Daktronics in the amount of \$311,945.00.
BACKGROUND:	In 2019, a new wayfinding program was designed and adopted. As part of the new program, an audit of existing wayfinding conditions was completed and identified the lack of real time information as an area of need at UTA.

DISCUSSION:	This contract with Daktronics is for the purchase of twenty-three (23) new digital signs. These new signs will be installed (under a separate contract) at eight (8) intermodal bus hubs. They are: • Salt Lake Central • University of Utah • Murray Central • West Valley Central • Central Pointe • Clearfield • Farmington • Ogden UTA conducted a Best Value RFP and selected Daktronics based on their proposal and pricing score. The Contract shall remain in full force during a three year period expiring May 31, 2024. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total contract period not to exceed five (5) years. The total amount of this contract is \$311,945. The contract also contains options for procurement of additional signs. The options give UTA the opportunity to procure up to 25 additional large signs and 75 additional small signs for the discounted contract price during the three year period of performance. Beyond three years, the contractor provides a 20% discount for additional signs purchased by UTA. If UTA elects to exercise these additional quantity options, it will issue a change order and come back to the Board if Board approval thresholds are met. In 2013, UTA applied for and was awarded requested funding in a WFRC CMAQ grant (Federal \$1,361,000, Local \$98,743) for the purchase and installation of a real time information system (for the bus system only). These grant funds along with UTA's local match will be used for this purchase.
CONTRACT SUMMARY:	
Contractor Name:	Daktronics
Contract Number:	20-03304BM
Base Contract Effective Dates:	May 26, 2021 - May 31, 2024
Extended Contract Dates:	Up to two additional one-year option periods, for a total Contract period not to exceed FIVE (5) years
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	\$311,945
Procurement Method:	RFP Best Value
Funding Sources:	CMAQ Grant + Local Funds
ALTERNATIVES:	The risk of not moving ahead with this procurement is that the CMAQ grant funding being used to fund this project may be in jeopardy. It would also delay the implementation of the recommendation of providing more real time information to our customers
FISCAL IMPACT:	\$311,945 for this fixed price contract
ATTACHMENTS:	1) Contract

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT NUMBER 20-03304BM

Bus Real Time Digital Signage Equipment

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 DAKTRONICS, INC., a corporation located in Brookings, South Dakota, (the “Contractor”).

RECITALS

WHEREAS, on October 14, 2020, UTA received competitive proposals to provide Bus Real Time Digital Signage Equipment and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 20-3304BM (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 Bus Real Time Digital Signage Equipment RFP 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 a three year period expiring May 31, 2024. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). 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. UTA's extension of the contract duration does not obligate it to purchase any minimum quantity of signs or associated services.

3. COMPENSATION AND FEES

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

4. INCORPORATED DOCUMENTS

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

5. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

6. LAWS AND REGULATIONS

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and

environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. INVOICING PROCEDURES

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable

supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

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

9. WARRANTY OF GOODS AND SERVICES

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of one (1) year (unless an extended warranty has been purchased with the equipment) from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for

any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. GENERAL INDEMNIFICATION

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

12. INSURANCE REQUIREMENTS

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

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

Policy shall contain a waiver of subrogation against UTA.

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

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for the Contract; for its own protection and the protection of UTA.

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

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

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

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

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

13. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after

receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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

14. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. STANDARD OF CARE.

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

16. USE OF SUBCONTRACTORS

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

with all applicable laws

17. CONTRACTOR SAFETY COMPLIANCE

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

18. ASSIGNMENT OF CONTRACT

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

19. ENVIRONMENTAL RESPONSIBILITY

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

20. SUSPENSION OF WORK

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

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

21. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the

invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. CHANGES

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

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

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

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual

cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS: AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain;
 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Contractor before entering into this Contract;
 4. Information developed by Contractor through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. PUBLIC INFORMATION

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

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Marci Warren and GJ LaBonty, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 801-287-2509.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059.

28. CONFLICT OF INTEREST

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

29. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
ATTN: Brian Motes
669 West 200 South
Salt Lake City, UT 84101
bmotes@rideuta.com

If to Contractor:

Daktronics, Inc.
Attn: Eric State
117 Prince Dr.
Brookings, SD 57106
Eric.State@daktronics.com

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

30. CLAIMS/DISPUTE RESOLUTION

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

- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Sr. Supply Chain Manager/Contractor's Senior Project Manager	Five calendar days
UTA's Chief Financial Officer/Contractor's Market Manager	Five calendar days

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

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

31. GOVERNING LAW

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

32. COSTS AND ATTORNEY FEES.

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

33. SEVERABILITY

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

34. AMENDMENTS

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

35. FORCE MAJEURE

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

36. NO THIRD PARTY BENEFICIARIES

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

37. ENTIRE AGREEMENT

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

38. COUNTERPARTS

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

39. NONWAIVER

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

40. INFORMATION, RECORDS and REPORTS: AUDIT RIGHTS

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

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. SURVIVAL

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

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 _____

Name _____

Title _____

Date _____

DAKTRONICS INC.:By 

Name - DeWayne Anderson

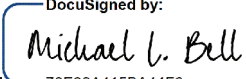
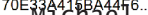
Title - Manager, Transportation

Date - 04/28/2021

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

By  _____
Name  Michael L. Bell _____
Title Utah Attorney General _____
Date 4/28/2021 _____

UTA Legal Counsel

Exhibit A Pricing

Notes: Not to Exceed Amount of \$311,945.00 for the first 23 signs. The options mentioned in Exhibit A are not part of the current contract but are listed only for purposes of future possible procurements.
*, ** It is envisioned that with the training on the product, UTA as Tier 1 would be able to commission signs as needed during the installations.
***Fixed pricing for 25 Large and 75 small units per year for the next 3 years based on completion of base contract.
Included
Base Offering: Shipping to UTA- Bulk Shipment. 23 displays
Buy America Compliance
Display with Audio and Embedded Speaker components
DVS SDK for integration and interface of the display
Bracket- 2 brackets to choose from.
One year parts only warranty
Excluded
Push Button Mechanism for audio triggering
Custom Wav file work for audio device
Content Template design work
Computer and networking
Installation and electrical work
*Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.
<i>Daktronic's displays proposed include embedded audio device and components that meet the intent of minimal requirements of the request and information gathered from the Questions and Answers.</i>

The audio device is a "Commercial Off-The-Shelf" (COTS) device with its own interface, integration, support, and services. Daktronics proposal of the audio device is limited to hardware supply only included in the display. Any further support such as integration, training, and commissioning is not included in Daktronics proposal but able to provide a support bridge to the audio device manufacture for these services.

SIGNAGE PRICING SHEET

Description	Cost Each	Qty	Ext. Cost	
Electronic Digital Signage				
LED Sign each (small - AF-6711-32x160-6-RGB-DF)	\$10,665.00	17	\$181,305.00	
LED Sign each (large - AF-6711-96x160-6-RGB-DF)	\$18,400.00	6	\$110,400.00	\$291,705.00
Optional (small signs - AF-6711-32x160-6-RGB-DF)	\$10,655.00	300	\$3,196,500.00	
Parts				
Mounting hardware (MS-647 Brackets or HS-2150 mounting shoes)			**	** Included within sign price already.
General				
Setup and testing	\$9,500.00	1	\$9,500.00	** Two days onsite in 1 trip from a technician
Maintenance training (Webinar)	\$500.00	1	\$500.00	** Any number of people can attend and can be recorded
Extended warranty per sign			**	** 1 year parts (Gold Coverage) already included within sign price
TOTAL				Not to Exceed Amount of \$311,945.00 for the first 23 signs.
Grand total			\$3,498,205.00	\$311,945.00

Options			
Extended Warrantees- 2 year			
Small Sign each (AF-6711-32x160-6-RGB-DF)		17	
Large Sign each (AF-6711-96x160-6-RGB-DF)		6	
	Lump Sum		\$7,310.00
Extended Warrantees- 3 year			
Small Sign each (AF-6711-32x160-6-RGB-DF)		17	
Large Sign each (AF-6711-96x160-6-RGB-DF)		6	
	Lump Sum		\$10,240.00

Exhibit B

Payments and Warranties

1. Payments will be made after the delivery and approval by UTA of the products ordered.
2. The warranties will not start until each product has arrived to a UTA designated shipping location.
3. UTA will have the option of purchasing other products as listed in the RFP Pricing in Exhibit A.
4. Daktronics is willing to extend a 20% discount off of list price (MSRP) for any products not specifically listed within Exhibit A, or this contract for UTA to purchase at their discretion.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, IT Director
Kyle Brimley, Comms & Deployment Manager
TITLE:

Contract: iDEN Radio System Repair and Maintenance (DCTech Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize the Executive Director to execute the repair and maintenance contract and associated disbursements for maintaining UTA's Radio System with DCTech Inc. for a total not to exceed amount of \$832,660.
BACKGROUND:	UTA purchased the Motorola Harmony iDEN (Integrated Digital Enhanced Network) in the Spring of 2011. The initial cost of the system was \$2.8 million and other expansion procurements of \$1.2 million bring the total to roughly \$4.0 million dollars. This system was procured through a competitive bid and was selected for its advanced features and pricing. It has been a solid radio solution for UTA over 10 years. At the time, it was a state-of-the-art system using cellular technology over an IP based network on a scaled down version of Nextel's push to talk platform. Over the years, it has provided a very stable radio system platform with uptime availability of 99.999%. Motorola elected to end-of-life (EOL) the iDEN radio system in 2017. From 2017 to 2020 UTA has negotiated with Motorola to continue backend support after EOL. Motorola has since exited from providing this support. UTA requires support of the Motorola Harmony iDen Radio System until it fully migrates to the next solution in approximately 2025.
DISCUSSION:	The proposed repair and maintenance contract with DCTech Inc. is a sole source contract. An internal team evaluated the contract for appropriateness of a sole source contract and on April 14th, 2021, the use of sole source was approved. This will be a 5-year contract with DCTech, Inc. for repair and maintenance of the iDen radio system equipment and support through DCTech, Inc. The 5-year contract total is \$832,660, although UTA can cancel early with no penalty. The annual pricing is listed below: 2021 Pricing \$138,000.00 2022 Pricing \$142,140.00 2023 Pricing \$146,404.00 2024 Pricing \$150,796.00 2025 Pricing \$155,320.00 * Total contract value includes a not-to-exceed \$100,000 allotment for parts as needed. Cost Justification: It has been very difficult to find comparable pricing for these support

	costs because it is for a legacy radio system that has been announced in 2017 that it was end of life. In 2017, UTA elected to continue to support the radio system, because it is performing at a very high level and it is continuing to serve UTA operations requirements, and we had a large spare inventory. Due to the “end-of-life” for this system the Radio Communications department, through its research on the internet and talking with radio providers, cannot find other competition or pricing to determine if these costs are fair and reasonable for this legacy radio system. The support costs are in line in what UTA has been paying in the past, with reasonable increases to support a legacy radio system of this size. With Motorola no longer serving at the prime contractor, and UTA contracting directly with DCTech, Inc., UTA will potentially save \$192,317 over the life of the contract Risks: If the iDEN radio system has a catastrophic backend hardware failure, UTA will not have the expertise to bring the system back online. The results of this failure are all modes of transportation would be without radio communications, trains and buses would be grounded until a replacement communication system could be installed. This would cause an unplanned outage that could take weeks to months to bring back online. This would result in high financial cost, possible FRC fines, major hit in public perception, and UTA’s reputation.
CONTRACT SUMMARY:	
Contractor Name:	DCTech, Inc
Contract Number:	21-03431
Base Contract Effective Dates:	05/15/2021 - 04/28/23
Extended Contract Dates:	Three one year options - 2023 - 2025
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Amount Contract Value:	\$832,660
Procurement Method:	Sole Source
Funding Sources:	Federal / Local
ALTERNATIVES:	An RFP / RFQ would be issued.
FISCAL IMPACT:	The budget for the repair and maintenance will be included in each year’s annual budget.
ATTACHMENTS:	Contract

GOODS AND SERVICES SUPPLY AGREEMENT
UTA CONTRACT #21-03413
iDEN Support System

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 DCTech, Inc., a S Corporation (the "Contractor").

RECITALS

WHEREAS, UTA desires to award a contract to maintain the iDEN Radio System which as identified in the attached Exhibit A and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in this contract; and

WHEREAS, Contractor was selected as the sole source capable of providing this service, 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 a two (2) - year period expiring April 28, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three (3) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). 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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto 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. Contractor's Bid or Proposal including proposed terms or conditions

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

6. **LAWS AND REGULATIONS**

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

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

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the

Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

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

provided in the Contract, will be new, and free from defects in design, materials and workmanship.

- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

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

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

Policy shall contain a waiver of subrogation against UTA.

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

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.

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

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

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

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

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

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

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

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

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

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.
- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In

order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

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

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

24. **FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain;
 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Contractor before entering into this Contract;

4. Information developed by Contractor through its work with other clients; and

5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. PUBLIC INFORMATION.

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

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Kyle Brimley, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2524.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

28. CONFLICT OF INTEREST

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

29. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101
ppostell@rideuta.com

If to Contractor:

DCTechsolutions
Attn: Dharmendra Shah
dharmendra@dctechsolutions.com
(847) 417-2767

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

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Supervisor/Contractor's CFO	Five calendar days
UTA's Department Manager/Contractor's CEO	Five calendar days

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

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

31. **GOVERNING LAW**

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

31. **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 costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with

such suit, including on appeal

32. **SEVERABILITY**

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

33. **AMENDMENTS**

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

34. **FORCE MAJEURE**

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

35. **NO THIRD PARTY BENEFICIARIES**

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

36. **ENTIRE AGREEMENT**

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

37. **COUNTERPARTS**

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

38. **NONWAIVER**

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

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

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

40. **SALES TAX EXEMPT**

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

41. **SURVIVAL**

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

The remainder of this page is intentionally left blank.

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

DCTECHSOLUTIONS

Jignasa Patel - President
Name and Title

04-07-21
Date

UTAH TRANSIT AUTHORITY

Carolyn M. Gonot
Executive Director

Alisha Garrett
Chief Enterprise
Strategy Ofc

Daniel Harmuth
IT Director

DocuSigned by:

Mike Bell

361F16F-B3B704A0

Michael Bell

Assistant Attorney General

EXHIBIT A

Scope of Work:

Harmony Support Activities

DCTech will provide the following services for Harmony System Support:

1. Maintain Harmony system to ensure optimal system operation
2. Resolve Harmony system issues
3. Document Harmony system maintenance activities
4. Update and create new documentation as necessary to maintain the system
5. Perform all BSC and MSC system backup and restore procedures on a regular schedule; DCTech to support UTA personnel remotely.
6. Perform all iHLR subscriber backup and restore procedures; document as required. DCTech to support UTA personnel remotely
7. In case of Harmony equipment failure, reset and/or replace failed cards and equipment in Harmony Rack
8. Ongoing review of Harmony system spare equipment inventory, assess what additional spares are needed and provide report to management
9. All of DCTech's support procedures are provided as a best-case effort. DCTech will not be responsible for recovery of the Harmony in the event of complete failure
10. All of DCTech support services will be a best-case effort to promote the primary functions of iDEN network which is dispatch and interconnect service
11. DCTech will not guarantee providing root cause of any issues, only providing restoration for any outages
12. Perform seasonal MSO switchover. Additional DCTech system engineer(s) will be onsite during seasonal MSO switchovers, will require a separate quote. Switchover dates and times will be mutually agreed upon between UTA and DCTech management. Switchover dates may be changed by DCTech for technical reason and/or weather related concerns.

Activities that are not part of this SOW

13. DCTech will not be held responsible for the security of any UTA equipment
14. DCTech will not modify the Harmony System, i.e. Subscriber and EBTS site limits
15. Requests for activities outside of this SOW must be approved by DCTech management and may require a revision of this contract
16. DCTech will not support power systems, battery back-up systems, and generators. UTA will be responsible for maintaining proper voltages at Harmony and EBTS sites

UTA's Responsibilities in supporting the Harmony and EBTS systems

DCTech will only be responsible for the items described in the SOW. UTA will be responsible for the following:

1. Provide UTA personnel, as needed, to assist DCTech onsite services
2. Make available UTA team member(s) with basic Harmony and EBTS system training to assist DCTech remote support services in the absence of DCTech's onsite representative
3. Spare parts inventory – UTA will be responsible for purchasing and maintaining spare parts inventory for all items needed in order for DCTech to carryout activities described in the SOW. DCTech will recommend minimum spare parts inventory levels and will notify UTA when additional spare parts need to be ordered
4. UTA will be responsible for maintaining all power systems required by Harmony and EBTS equipment
5. UTA to provide remote access capabilities to DCTech for each Harmony system

DCTech Afterhours, Weekend, and Holiday Support

24/7/365 Afterhours support services are available under the following conditions:

1. DCTech Afterhours, Weekend, and Holiday support is limited to P1 and P2 service impacting issues only, unless directed by the Business
2. DCTech Afterhours, Weekend, and Holiday support is limited to remote support unless a failure absolutely requires onsite support
3. UTA will monitor system alarms
4. It will be UTA's responsibility to notify DCTech of any outages.
5. DCTech will provide a best-case effort to restore services and will not be responsible in the event the system cannot be restored due to complete system failure
6. DCTech immediate response time may be up to 2 hours

EXHIBIT B

PRICING

YEAR	SERVICE	PRICING
2021	DCTech iDEN support	\$138,000
2022	DCTech iDEN support	\$142,140 = (\$138,000 x 3% annual CPI increase)
2023	DCTech iDEN support	\$146,404 = (\$142,140 x 3% annual CPI increase)
2024	DCTech iDEN support	\$150,796 = (\$146,404 x 3% annual CPI increase)
2025	DCTech iDEN support	\$155,320 = (\$150,796 x 3% annual CPI increase)
	Parts that may be required during term of contract	Not-To-Exceed \$100,000
	TOTAL	\$832,660



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Dan Harmuth, Director of Information Technology

TITLE:

Contract: Panasonic Toughbook Android Tablet Purchase (Mobile Concepts Technology, LLC)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute a purchase, and associated disbursements, of (220) Panasonic Toughbook Android tablets in the amount of \$419,980.
BACKGROUND:	In 2020, UTA Technology went through an exhaustive process to seek out, test, and approve a replacement computer/tablet for all of UTA's Fixed Bus, TRAX, and FrontRunner fleet. The chosen device is a Panasonic Toughbook 10-inch Android Tablet. This tablet has already been purchased for our FrontRunner fleet and is currently being deployed. This new purchase is for our TRAX fleet.
DISCUSSION:	UTA is currently redeveloping the bus/train mobile software systems and the Computer Aided Dispatch / Automated Vehicle Locator (CAD/AVL) system. New hardware was sourced and tested for the newly developed Mobile Data Device (MDD) software. To save costs, a common device across all modes was desired that can be installed in any of our revenue fleet vehicles. The Panasonic Toughbook Android tablet has to-date performed very well on the Frontrunner fleet and costs \$3,500 less for each currently installed Data911 Mobile Data Computers in the bus fleet. This procurement is for 220 Panasonic Toughbook Android tablets, Havis Docking station mounts, and extended warranty. This will cover the installation for the 110 TRAX train cars, where a tablet is installed in the front and rear of each car, so no matter what consist the cars are configured, there is a tablet running the Mobile Data Device software for the Operator. The Tablets also report back to the CAD/AVL system their GPS location, route, and the consist of the train. The device and extended warranty SKUs are on the Utah state contract PA2214 and 2 bids have been obtained. UTA will be procuring the devices and warranty from Mobile Concepts Technology, LLC.

CONTRACT SUMMARY:	
Contractor Name:	Mobile Concepts Technology, LLC
Contract Number:	State Contract PA2214, UTA PO 16660 OG
Base Contract Effective Dates:	PO date 5/7/2021, State Contract Effective 10/30/2015 - 7/31/2021
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$419,980
Procurement Method:	Purchase Order/ State Contract
Funding Sources:	Local
ALTERNATIVES:	Conduct RFP bid solicitation. This would result in duplication of costs and significant project delays.
FISCAL IMPACT:	Current 2025 Transit Management System project has budget allowance of \$775,000 in the Capital Project budget (ICI 217)
ATTACHMENTS:	1) Purchase Order 16660 2) State Contract PA2214 (link) https://statecontracts.utah.gov/Contract/Details/PA2214-IT-Technology%7Cb675eaa3-8f23-4c68-8f0b-343e493f1832

Mobile Concepts Technology, LLC 7835 Royal Sydney Drive Gainesville VA 20155				PURCHASE ORDER NUMBER		OG		16660	
				PO Number Must Appear On All Invoices And Shipments					
				Utah Transit Authority		VENDOR NUMBER		PO DATE	
1500068						5/7/2021			
SEND INVOICE TO:		SHIP TO:		An Equal Opportunity Employer		ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING						*	
669 W 200 S		3600 S 700 W		801-287-3008		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		Gonzales, Chad		1 of 1	

Confirmation: Do not Duplicate	Utah Transit Authority Is Tax Exempt	Total PO Value: 419,980.00	Ship as soon as possible. Early Shipments Allowed
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LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00009398	5/7/21	220 EA	40-2217.68912	Panasonic A3 Android Tablet Jarvie Curtis	1275.0000	280,500.00
2	00009398	5/7/21	220 EA	40-2217.68912	Havis Docking Station Jarvie Curtis	499.0000	109,780.00
3	00009398	5/7/21	220 EA	40-2217.68912	Extended Warranty	135.0000	29,700.00

Per State Contract PA2214

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
Manjeet Ranu, Director Capital Development
Janelle Robertson, Project Manager

TITLE:

Contract: FrontRunner Forward Program Management Services (Kimley-Horn)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute a three year fixed price labor hour contract and a not-to-exceed (NTE) contract value for year one of \$4,835,137 and associated disbursements with Kimley-Horn for the FrontRunner Forward Program Management Services.
BACKGROUND:	To successfully deliver the Frontrunner Forward Program at UTA, specialty services and additional staff resources are needed to complete specific tasks and projects, while also helping support strategic direction and expert review with the benefit of a national perspective. These services include, but are not limited to, project management, public and stakeholder involvement, operational planning and coordination, preparing the Strategic Business Plan, preparing the Business Case, preparing an Implementation Plan, environmental and design assistance, project controls, procurement support, design reviews, and construction management support. Collectively, these and similar types of services are organized as “program management services” that support a program of interrelated projects, tasks and initiatives involving multiple business units at UTA. At times, some contractor personnel may co-locate at UTA offices.
DISCUSSION:	A competitive qualifications-based procurement process was recently followed where Kimley-Horn was selected to provide the FrontRunner Forward Program Management Services to UTA for a 3-year period with two, 1-year options available after the initial 3-year contract period. Two proposals were received, and Kimley-Horn was selected from this competitive, open procurement. This new FrontRunner Forward Program Management Services Consultant (FRF PMSC) contract between UTA and Kimley-Horn will enable UTA to successfully deliver a series of investments over time to improve the FrontRunner commuter rail service. The contracted

	services will provide program leadership to assist UTA with the development, implementation, and general oversight of the FRF Program including the development of a Strategic Business Plan to provide the long-term vision and guide the investments over time, an Implementation Plan to articulate how and when the operational and capital improvements will be executed, funding strategy, procurement support for the environmental, design, and construction phases of the program, as well as overall project controls management for the entire program, stakeholder engagement, and construction oversight. This contract is a fixed price labor hour contract with a three-year period of performance and two possible option years. The loaded labor rates for the various labor categories are fixed for the life of the contract subject to 3% COLA escalation. Based upon requirements, the variables to be negotiated each year are the type and quantity of labor hours. A Notice-To-Proceed (NTP) shall be issued prior to commencement of work each year based upon negotiation of type and quantity of hours multiplied by the fixed rates. The negotiated NTE cost of year one is \$4,835,137. Board approval shall be obtained prior to issuance of NTPs for years two and three and option years one and two. If one or both option years are executed, a contract amendment will be brought to the Board for approval at that time. The total contract value is an estimate; actual cost will be based on the services provided and will not exceed the authorized Board amount without additional Board approval. The loaded labor rates inclusive of overhead and profit are fixed for the contract period of performance subject to a 3% escalation rate. Any additional rate increases or participation by additional Kimley-Horn personnel is subject to review and approval by the UTA PM. Exceeding the amount authorized by the Board would require a contract amendment to be approved by the Board.
CONTRACT SUMMARY:	
Contractor Name:	Kimley-Horn
Contract Number:	21-03410VW
Base Contract Effective Dates:	5/17/21 to 5/17/24
Extended Contract Dates:	Two, 1-year options available with future board approval
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$4,835,137 NTE for year one
Procurement Method:	RFQu
Funding Sources:	Capital funds

ALTERNATIVES:	UTA could choose not to hire a program manager for the FrontRunner Forward program, but UTA does not have the resources to execute the program internally. This work was specifically removed from the Capital Program Manager's Scope.
FISCAL IMPACT:	Fixed price NTE for year one of \$4,835,137. Estimate for three-year duration of contract is approximately \$15,000,000 depending on the scope of services needed and approved each year to progress the FRF program. UTA was allocated \$300,000,000 from the State of Utah for the FrontRunner Forward program. These funds come from that Program. UTA plans to use the local funds to leverage Federal Funds.
ATTACHMENTS:	1. Contract

Professional Services Contract
UTA CONTRACT NO. 21-03410VW
Front Runner Forward Program Management Services Consultant

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

RECITALS

WHEREAS, UTA desires to hire professional services for FrontRunner Forward Program Management Services Consultant.

WHEREAS, On February 8, 2021, UTA issued Request for Qualification Package Number 21-03410VW (“RFQu”) encouraging interested parties to submit SOQs to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the SOQs submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

- 4. **PERIOD OF PERFORMANCE** This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) year period expiring May 31,

2024. However work may only be commenced for any particular year once a Notice to Proceed is issued after mutual agreement on scope of work, type of hours required, and overall pricing. If mutual agreement is not reached, no NTP shall be issued. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payment's provisions described in Exhibit B. This is a fixed price labor hour contract where labor rates are fixed for the life of the contract subject to agreed upon escalation. Labor rates are loaded to include overhead, G&A and profit and are included in the Exhibit B table of rates.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.
- e. To the extent that Exhibit B of this Contract calls for any portion of the consideration to be paid on a labor hour basis, compensation for Work shall be based on the labor rate category contained in Exhibit B. The labor rate category contained in Exhibit B are inclusive of direct labor costs, indirect costs, other direct costs, and fee. A markup of 2% will be applied to subconsultant invoices.
- f. The labor category rates contained in Exhibit B shall be multiplied by the number of hours worked in order to arrive at the amount payable on a monthly basis by UTA for each individual employee or subconsultant.
- g. The labor category rates shall be increased by 3% on July 1 of each year to account for COLA and merit increases. All other increases, including those stemming from promotion of key personnel, shall be subject to concurrence by the UTA Program Manager based upon significant justification.

6. INCORPORATED DOCUMENTS

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Consultant's SOQ including proposed terms or conditions

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

8. CHANGES

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - 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) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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

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

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

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

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

9. INVOICING PROCEDURES

Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation requested payment must be submitted with each invoice. Consultant shall submit invoices to UTA on a monthly basis in conjunction with the monthly progress report as outlined in Article 3.c of this agreement.

- a. If UTA objects to any invoice by Consultant, UTA shall so advise Consultant in writing giving reasons therefore within seven (7) days of receipt of such invoice. If any invoice submitted by Consultant is disputed by UTA, only that portion so disputed may be withheld from payment. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to

use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

UTA acknowledges that Consultant's deliverables are prepared solely for the purposes under this Contract. Any reuse or modification of the deliverables without consent of Consultant will be at the sole risk of UTA and without liability to Consultant.

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant Proposal (or other applicable provisions of this Contract) and shall not remove or change assignments of the Key Personnel without the prior written consent of UTA. Consultant acknowledges that having the Key Personnel participate under this Agreement was a major contributing factor in UTA awarding this Agreement to the Consultant. Accordingly, any change in Key Personnel or the level of effort of Key Personnel without the prior written consent of UTA may be considered a material breach of this Agreement and grounds for UTA to impose sanctions, including termination of this Agreement.

Notwithstanding, if key personnel are no longer available to support this agreement due to an unforeseen force majeure event or other event beyond the control and without the fault of the Consultant (e.g., key personnel is no longer employed by Consultant), then Consultant is not liable for the penalties described under this Section 12.

For the avoidance of doubt, the follow individuals are considered to be "Key Personnel" under this agreement:

- Elizabeth Scanlon (Kimley-Horn)
- Amalia Andrews (Kimley-Horn)
- Brent Crowther (Kimley-Horn)
- Kevin Cox (Horrocks)
- Meredith Fischer (Horrocks)
- Matt Carter (WSP)

In addition to the foregoing, in the absence of consent by the UTA Program Manager or the occurrence of an unforeseen force majeure event, liquidated damages in the amount of \$100,000 shall be paid by Consultant for the early departure of Elizabeth Scanlon, from her role as the Kimley-Horn Program Manager in the first year of the contract. These damages shall be applied as an offset to the amounts owed to Consultant by UTA.

13. SUSPENSION OF WORK

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

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;

- C. Information developed by or in the custody of Consultant before entering into this Contract;
- D. Information developed by Consultant through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnities") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused by the negligent acts, errors or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant when acting within the scope of their contract, 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 Indemnities, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnities. Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

19. INSURANCE REQUIREMENTS

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella

liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

- F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

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

20. OTHER INDEMNITIES

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

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Director/Manager Manjeet Ranu/Consultant's Program Manager	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Executive Director Carolyn Gonot /Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

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

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

If to Consultant:
Kimley-Horn and Associates, Inc.
Elizabeth A. Scanlon, Program Manager
111 East Broadway, Suite 600
Salt Lake City, UT 84111

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. COSTS AND ATTORNEYS FEES

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

30. ANTIDISCRIMINATION

- a. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.
- b. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

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

35. AMENDMENTS

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

36. COUNTERPARTS

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

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____
Manjeet Ranu
Director of Capital Projects
Date:

By _____
Mary DeLoretto
Chief Service Development Office
Date:

By _____
Carolyn Gonot,
Executive Director
Date:

Approved as to Content and Form

DocuSigned by:

70E33A415BA44F6... Date 5/6/2021
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

Janelle Robertson
UTA Project Manager

UTA Project Code 21-03410VW

Kimley-Horn and Associates, Inc

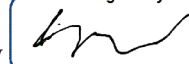
DocuSigned by:

37CFB54FDFD8478...
By _____
Leyla Hedayat
Senior Vice President
Date: 5/5/2021
Fed ID# 56-0885615

Exhibit A – Scope of Work

UTAH TRANSIT AUTHORITY FRONTRUNNER FORWARD PROGRAM MANAGEMENT SERVICES

SUMMARY

The Utah Transit Authority (UTA) requires the assistance of a multidisciplinary team to provide Program Management services to assist with successful delivery of a series of investment packages to improve FrontRunner commuter rail service over time. The FrontRunner Forward (FRF) Program Management Services Consultant (PMSC) will provide program leadership to assist UTA with the development, implementation, and general oversight of the FRF Program including the development of a Strategic Business Plan to provide the long-term vision and guide the investments over time, an Implementation Plan to articulate how and when the operational and capital improvements will be executed, funding strategy, procurement support for the environmental, design, and construction phases of the program, as well as overall project controls management for the entire program, stakeholder engagement, and construction oversight.

SCOPE OF WORK INTRODUCTION

The Kimley-Horn team's organization structure consists of the program manager, deputy program manager and key roles including program integration lead, project control specialist, stakeholder & public engagement lead, planning lead, and engineering lead. The Consultant program manager will work closely with and under the direction of the UTA's Project Director and other departments to identify issues, opportunities for improvement, and to identify and allocate resources needed on assignments in order to assist with the successful delivery of the FrontRunner Forward Program. Consultant staff will be integrated with their respective UTA counterparts to provide the Scope of Services to UTA.

The following Scope of Services mirrors the Scope of Services provided by UTA and identifies deliverables and the Kimley-Horn team's key resources for each task. The key resources for each task will function as the primary drivers of the task and will draw upon the team's pool of local or national resources as needed to deliver the FrontRunner Forward Program.

TASK 1: PROJECT MANAGEMENT

Task 1.1	Project Management Meetings
1.1.1	Project Kick-off Meeting
1.1.2	Weekly Meetings – meetings weekly with the UTA Project Director, FrontRunner Forward Planner, and other UTA Management for program management support <i>Deliverables: Meeting Agenda and Meeting Summary</i>
1.1.3	Executive Monthly Meetings – Monthly meetings with UTA executive leadership team to discuss the Program schedule, work plan, strategic direction and external coordination <i>Deliverables: Meeting Agenda and Meeting Summary</i>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

Task 1.2	Contract Management
1.2.1	Initiate project management and communications platform (Microsoft Teams)
1.2.2	Cost accounting, task management, progress reporting, document controls, etc
1.2.3	Management of subconsultants
Task 1.3	Contract Quality
1.3.1	Quality Control – - Develop and implement quality control plan and procedures for deliverables and activities conducted by FRF PMSC team. - Conduct quality control checks and reviews. <i>Deliverables: FRF PMSC Quality Control Plan</i>

TASK 2: PROJECT CONTROLS

Task 2.1	Controls Management
2.1.1	Program Management Plan – - Develop FRF Project Management Plan (PMP). Coordinate and integrate with existing UTA plans and procedures. Meet FTA plan requirements. - Develop Project Controls Plan - Coordinate with UTA departments and HNTB controls staff for integration with enterprise system and processes. - Review and update project controls related requirements in procurement documents. <i>Deliverables: Project Management Plan, Project Controls Plan (appendix to PMP)</i>
2.1.2	Project Controls Management – - Conduct project controls related management and activities. - Prepare data and records for UTA management and FTA including grants management in accordance with SCC structure and other federal requirements. - Participate in contractor invoice and submittal reviews. - Coordinate with project level oversight staff. - Integrate with UTA enterprise and program management systems.
2.1.3	Reporting – Develop templates for regular progress reports to UTA, FTA, and other agencies as directed by UTA. Update and compile reports as required. <i>Deliverables: Regular Program Reports</i>
2.1.4	Document Control – - Develop a document control plan for FRF program in concert with existing UTA processes and management systems. - Manage and track distributions of communications and responses when required. Perform day-to-day document control activities. <i>Deliverables: Document Control Plan (appendix to PMP)</i>
2.1.5	Change Management – Coordinate with UTA to document and reference change procedures in the FRF Program PMP. Identify and develop templates or procedures as necessary for FRF program.

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	• Manage process of identify potential changes, conducting analysis and verification of changes. • Prepare data and documents for UTA review and approval of changes.
Task 2.2	Program Schedule
2.2.1	Program Schedule Management – • Develop and maintain FRF program schedule. Conduct programmatic schedule analyses on conflicts, critical path, resources, etc according to FTA requirements • Integrate project and/or contract schedules into program schedule. • Participate in management and coordination meetings. • Review and update scheduling requirements in procurement documents. <i>Deliverables: Program Schedule</i>
2.2.2	Project Schedules and Reviews – • Develop concept level project schedules. • Review contractor project schedules. Conduct project level schedule analyses on conflicts, critical path, resources, etc. • Identify issues and risks and participate in resolution efforts.
Task 2.3	Cost Estimating
2.3.1	Program Cost Estimate – • Develop and maintain program level cost estimate including contingencies and management reserves. Index to years of construction. Match federal SCC coding structure. • Review and update pricing requirements in procurement documents. <i>Deliverables: Program Cost Estimate</i>
2.3.2	Project and Independent Cost Estimates – • Develop project cost estimates sufficient for project definition and options analysis, indexing to year of construction. • Develop independent opinion of costs and/or cost estimates (ICE) for contractor bid, price negotiations and change analysis. This will include coordination with the HNTB project controls team. <i>Deliverables: Project Cost Estimates, Independent Cost Estimates</i>
Task 2.4	Program Budget Management
	Assist UTA with management of program budgets • expenditure tracking • contractor invoicing • contingency management • FTA grant management such as verification of reimbursements or draw downs
Task 2.5	Risk Management
2.5.1	Risk Management – • Conduct initial program level risk identification workshop including assessment of opportunities, probabilities, impacts and mitigations. Conduct statistical risk assessment. Coordinate results with UTA and FRF management team for development of program management financial and schedule reserves.

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	- Conduct project level risk identification, assessment and mitigation planning. Integrate project risk assessments into program assessment documents. Conduct statistical risk assessment and coordinate results with UTA and FRF management team for development of project financial contingency and schedule float. - Develop and maintain a risk register. <i>Deliverables: Risk Assessment and Mitigation Plan</i>
Task 2.6	Program Quality Management
2.6.1	Quality Management Plan – - Develop and maintain quality management plan for the FRF program. Coordinate development with UTA and HNTB quality requirements, documents, and personnel. Meet FTA plan requirements. - Review and update quality related requirements in procurement documents. - Conduct program quality assurance/quality oversight activities. Develop data and narratives for reporting. <i>Deliverables: Quality Management Plan</i>

TASK 3: STAKEHOLDER AND PUBLIC ENGAGEMENT

Task 3.1	Engagement Plan
3.1.1	Develop a Public & Stakeholder Engagement Plan for the FrontRunner program to articulate the strategies, milestones, messaging, and tools to coordinate with stakeholders, communities, elected officials and general public. This will be prepared in close coordination with UTA’s Planning and Engagement office and the HNTB Program Management Team <i>Deliverables: Engagement Plan</i>
Task 3.2	Implement the Stakeholder and Engagement Plan
3.2.1	Based upon the Engagement Plan, implement the stakeholder and public engagement process to support the development of the FrontRunner program. Working in close collaboration with the UTA Planning and Engagement office, this includes: - Conduct outreach meetings or workshops, either in-person (COVID depending) or online - Conduct public opinion survey on service improvements. - Conduct stakeholder coordination meetings aligned with key program milestones
Task 3.3	Project Partnering
3.3.1	To facilitate collaboration and transparency, facilitate partnering meetings with key stakeholders to establish a framework for communication lines, delineate roles and responsibilities, enhance trust among stakeholders, and assist all partners to understand foreseeable project challenges and conflicts, and outline conflict resolution processes.
Task 3.4	Engagement Tools
3.4.1	Develop tools required to support the FrontRunner Engagement Program including maps, collateral, media advisories, presentations. <i>Deliverables: collateral materials</i>
Task 3.5	Website and Social Media

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

3.5.1	Working with UTA’s Planning and Engagement office, develop content and updates for the project website as well as support social media alerts/information
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TASK 4: STRATEGIC PLANNING

Task 4.1	Operations Planning Coordination
4.1.1	Attend bi-weekly Technical Working Group Meetings with DB E&C and UTA
4.1.2	Participate in “deep dive” workshop with DB E&C to be fully briefed on the operations planning work completed to date.
Task 4.2	Early Screening Analysis
4.2.1	Conduct initial assessment of DB E&C’s Early Investment Strategies work and provide feedback to UTA.
4.2.2	Coordinate with DB E&C regarding the development of the Strategic Business Plan work plan.
4.2.3	Develop an initial screening tool to assess the Early Investments scenarios <i>Deliverables: Initial Screening Tool</i>
4.2.4	Conduct initial qualitative assessment of the Early Investments related to the screening tool to provide UTA with initial assessment and recommendation for advancement of projects <i>Deliverables: Recommendation for Early Work Program projects to advance into project development</i>
4.2.5	Collaborate with DB E&C and UTA to prepare an overview document of Early Investment Operations Planning (2-3 pages in length) articulating work to date, initial conclusions and how work relates to the Strategic Business Plan and long-range Service Vision
Task 4.3	Commuter Rail Best Practices
4.3.1	Prepare a commuter rail lessons learned and best practices white paper that reviews 3 to 5 US peer systems and 2 to 3 International systems, providing examples of what FrontRunner aspires to become. Review will: • Highlight best practices and successes • Highlight lessons learned and challenges • Summarize baseline characteristics such as system length, frequency, number of stations, daily/annual ridership, and operating characteristics (average speeds) • Highlight innovative or unique elements of these systems that could be applied to FrontRunner <i>Deliverables: Commuter rail best practice case study</i>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

Task 4.4	Strategic Business Plan
4.4.1	Organize, facilitate and execute an integrated Strategic Business Planning process to complete the FrontRunner Service Vision, Business Case, and community planning interfaces suitable to carry into implementation planning. The FrontRunner Business Plan will set forth long-term strategic goals and then develop a set of investments over time to realize the long-term vision.
4.4.2	Prepare the Strategic Service Vision: • Iteratively workshop with DB Engineering & Consultant, and UTA service delivery goals & objectives • Establish and iterate on potential operating scenarios relationship to benefits/trade-off's such as cost, passenger experience, travel market, and service parameters (such as time, frequency, capacity) • Determine Service Vision horizon year • Establish growth scenarios • Prepare travel demand modeling analysis in support of service planning • Provide Service Vision recommendation for UTA policy decision-making <i>Deliverables: FrontRunner Future Service Vision</i>
4.4.3	Prepare the FrontRunner Business Case: • Aggregate information and analysis to creates a compelling narrative toward the implementation of the service vision over time • Develop analytics to the benefits or trade-off's for economics, financial and deliverability considerations for the Service Vision, over time • Iteratively workshop with operations planning to team • Develop analytical tools including financial/economic benefit model • Analyze data and analytical tools related to Service Vision goals/objectives and examine broader policy considerations • Evaluate both the capital and operating cost impacts related to investment in FrontRunner <i>Deliverables: FrontRunner Business Case</i>
4.4.4	Prepare conceptual planning for community interfaces by examining changes in FrontRunner service over time to infrastructure and passenger experience. <i>Deliverables: Community Interface Planning Tools</i> • <i>City Profiles around FrontRunner</i> • <i>Conceptual plans/recommendations for grade-crossing investments, signals/systems, FrontRunner support facilities, structures, trackway</i> • <i>Conceptual station plans for safety improvements or other related changes to support Service Vision</i> • <i>Rolling Stock conceptual plan</i>
Task 4.5	Funding Strategies and Plan
4.5.1	Facilitate a workshop with UTA to brainstorm potential funding scenarios focused on Early Investments. The funding scenarios that will be explored are constrained to currently available funding and leveraging federal funding. The workshop will brainstorm: • Beneficial ways to use and leverage the State allocated funding related to the Early Investments. • Best approach to leverage FTA grant programs • Best approach to leverage both state, local and federal funding

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	The full funding strategies and scenario modeling will be completed in later program phases and linked to the Strategic Business and Implementation Plans. <i>Deliverables: Prepare a Funding workshop summary</i>
4.5.2	Prepare documentation for grant applications in coordination with UTA such as FTA Core Capacity Grant or other options that may arise.
4.5.3	Develop a FrontRunner Financial Plan outlining potential funding sources, analysis of financial scenarios related to improvement in the system, and examination the long-term impacts of the system. - Evaluate the capital and operating so that the investments in growth do not negatively impact the overall operating capacity of the agency - Develop a federal funding strategy - Develop a comprehensive funding strategy to align local/state funding and federal funding opportunities - Conduct financial modeling scenarios <i>Deliverables: FrontRunner Financial Plan</i>
Task 4.6	Implementation Plan
4.6.1	Capital Implementation Plan – Prepare Implementation Plan for FRF improvements that considers investments over time including funding, schedules, and relationships between UTA projects and other key stakeholder projects. <i>Deliverables: FrontRunner Implementation Plan</i>
4.6.2	Organizational Plan - Prepare organizational assessment for potential changes or adjustments required for the service delivery of FrontRunner over time to support the Business Plan <i>Deliverables: FrontRunner Organizational Plan</i>
Task 4.7	NEPA/Environmental Support
4.7.1	Procurement Services – Assist UTA in procurement of services including development of Scope of Work, proposal evaluation criteria, cost estimates, and negotiation support. <i>Deliverables: Procurement documents</i>
4.7.2	Environmental Document Review – Review environmental documents prepared by UTA and other consultants.
4.7.3	Environmental Support – - As directed, provide environmental analysis support to UTA including the following: - Strategic advice - Environmental Analysis to meet requirements of NEPA - Preparation of environmental documents and reports - Perform Section 106 and Section 4(f) surveys and studies, as directed - Perform monitoring, modeling and reports, as directed - Prepare NEPA Mitigation Tracking Logs

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<i>Deliverables: Environmental report and surveys, NEPA mitigation tracking logs</i>
Task 4.8	Conceptual Engineering
4.8.1	Preliminary design – Conduct concept engineering and preliminary design of improvement projects including new track, track modifications, stations and platforms, signals and systems, community interface multimodal connections. Generally, concept design will be taken to about 10-15% or level suitable to support cost estimating, delivery method strategy and bid documents, and schedule development
4.8.2	Provide project GIS and graphics support to communicate, analyze and assess project elements for planning and engineering

TASK 5: PROJECT IMPLEMENTATION AND DELIVERY

Task 5.1	Design Oversight
5.1.1	Design Oversight Activities – - Coordinate and conduct UTA and FRF PMSC review of project design submittals. - Participate in resolution of design or technical issues with UTA, designers, contractors, stakeholders, or others. - Provide oversight regarding contract compliance by designer of record. - Facilitate coordination of design interphases. - Participate in quantity reconciliations for cost estimating and contractor bidding as required. - Review and update design requirements in procurement documents.
5.1.2	Standards & Specifications Management – - Provide expert assessment and review of existing standards and specifications against industry standards. Identify and document exceptions and recommendations. Review design exception requests and make recommendations. - Participate in UTA committees related to design and design changes.
Task 5.2	Procurement Support
5.2.1	Procurement Guide – Conduct workshop with UTA to discuss procurement methods, incentives, processes, templates, contract conditions, and related topics. Develop FRF Program Procurement Guide for use and reference during project procurements. <i>Deliverables: FRF Program Procurement Guide</i>
5.2.2	Contractor Outreach – Conduct contracting community outreach to inform of program and salient aspects. Gather information, data, or considerations from contracting community to shape project definitions, contract conditions, risks and risk ownership, resource planning, and implementation plan.
5.2.3	Procurement Documents and Support – - Support UTA in development, coordination, and compilation of procurement documents. - Review and update contracting terms and conditions in collaboration with UTA management and procurement staff. - Participate in procurement evaluations and negotiations as directed by UTA. - Review and verify prework submittals are completed.
5.2.4	Stakeholder and 3 rd Party Agreements –

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	- Identify and develop matrix of agreements required for the program and project(s). - Support UTA in identifying, documenting, and resolving deal points. - Review and comment on draft agreements. - Coordinate completion of agreements with UTA's legal department. <i>Deliverables: Stakeholder and 3rd Party Agreements Matrix</i>
Task 5.3	Utilities
5.3.1	Utility Identification & Coordination – - Gather data from UTA GIS system, as-builts, permits and other resources to identify known utilities. Gather data from other utility owners or utility locating services to supplement or verify data in UTA records. Collect and document sufficiently to equal Subsurface Utility Engineering (SUE) Quality Level D for the full FrontRunner Corridor. - Develop master program matrix with unique identifiers for each utility crossing. - Coordinate with utility and contracted consultants/contractors for finalization of relocations, permitting, and field review. - Support Concept Engineering - Review and update contract requirements in procurement documents related to utility coordination, design, and construction. <i>Deliverables: FRF Utility Matrix</i>
5.3.2	Subsurface Utility Engineering Field Activities – Survey, Designate and/or Locate utilities as determined and directed by UTA Program Management Staff. Validate or correct information from Utility Identification Task accordingly. Achieve SUE Quality Level A, B, or C as directed. This is expected to be performed only for certain high-risk utilities that could significantly affect project costs or schedules. <i>Deliverables: Utility Survey Records</i>
5.3.3	Utility Agreements – - Coordinate with UTA to review existing utility agreements and determine need for modifications or new agreements. Document needs in FRF Utility Matrix. - Initiate coordination for agreements. Facilitate finalization of agreements between utility owner and UTA legal department as designer of record completes design.
Task 5.4	Survey
5.4.1	Survey Control – - Establish Survey Control for corridor projects including identifying and locating existing survey monuments and establishing new monuments as necessary. - Support Concept Engineering - Review and update survey requirements in procurement documents. <i>Deliverables: Survey Control Records</i>
5.4.2	Survey & Mapping – Conduct aerial (drone) mapping, image collection, mobile lidar, conventional survey, GPS survey, and/or orthorectification along FRF corridor sufficient for concept design purposes. <i>Deliverables: Survey & Mapping Files</i>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

5.4.3	Verification Survey – Conduct quality assurance or verification survey as directed by UTA and FRF PMSC management staff.
Task 5.5	Right-of-Way
5.5.1	Right-of-Way Identification and Mapping – - Develop ROW mapping from survey, GIS, aerial imagery, county files, existing documentation and other sources. - Develop ROW matrix that identifies key information, update regularly. - Identify potential takes and easements from concept engineering. Identify high risk properties. <i>Deliverables: Right-of-Way Matrix and Maps</i>
5.5.2	Right-of-Way Acquisition – - Manage acquisition process. - Including ordering title reports, acquiring maps and deeds, issuing property owner letters and communications, conducting property evaluations and appraisals, conducting inspections, negotiating purchases and easements, and filing record documents. - Provide agents and appraisal review staff - Coordinate with UTA legal department and UTA management. - Work with management and engineering team to reduce ROW impacts where possible. - Prepare Acquisition and Relocation Brochure for distribution to properties and communities. - Comply with federal and state regulations. - Prepare and maintain Right of Way Acquisition Management Plan according to FTA requirements.
Task 5.6	Construction Oversight
5.6.1	Construction Oversight Activities – - Conduct coordination, oversight, and observation for construction activities. - Including processing of submittals, documenting compliance with contract requirements, resolving of issues, evaluating incentives, tracking and negotiating changes, collaborating with interfacing elements and contracts, and supporting safety and certification processes. - Participate in construction briefings and 3rd party coordination meetings. - Verify construction schedules and activities are coordinated with UTA operations. - Develop and track punch lists. - Review and update construction requirements and conditions in procurement documents.
5.6.2	Construction Observation & Verification – - Observe and record daily logs of construction activities, quality compliance and other conditions relative to construction. - Document construction quality issues for resolutions. - Record progress against approved schedule(s). - Conduct material and workmanship verification sampling or testing.
Task 5.7	Safety & Certification
5.7.1	Determine Safety Program – Coordinate with UTA to scope and develop necessary management plans and determine needed processes such as: developing FRF Program Safety and Security Management

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	Plan (SSMP), conducting Threat & Vulnerability Analysis (TVA), conducting Preliminary Hazards Analysis (PHA), identifying Certifiable Items List (CIL), and etc. • Assist UTA safety in construction safety oversight and reporting if needed. <i>Deliverables: FRF Program Safety and Security Management Plans</i>
5.7.2	Manage Certification Process – • Coordinate with UTA departments to establish safety committees and process approvals. • Oversight design and construction contract compliance and completion of certifiable items lists (CIL). • Conduct Safety and Security related activities and processes. • Monitor progress and completion of testing plans prior to revenue service.
Task 5.8	Project Partnering
5.8.1	Construction Project Partnering – • Facilitate partnering kickoff workshop with contractors and other critical stakeholders in early stages of project construction. • Develop partnering charter, escalation process, and means for evaluation. • Coordinate follow-on partnering sessions. • Assist in developing incentive program.

EXHIBIT B - PRICING**UTA FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT**

Prepared May 3, 2021

KIMLEY-HORN AND ASSOCIATES, INC.				
Task	Task Description	KIMLEY-HORN Labor Cost	KIMLEY-HORN ODCs (TRAVEL, ETC)	KIMLEY-HORN TOTAL
TASK 1	PROJECT MANAGEMENT	\$ 213,467.40	\$ 137,000.00	\$ 350,467.40
TASK 2	PROJECT CONTROLS	\$ 151,354.38	\$ -	\$ 151,354.38
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 525,501.72	\$ -	\$ 525,501.72
TASK 4	STRATEGIC PLANNING	\$ 989,916.05	\$ -	\$ 989,916.05
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 140,070.24	\$ -	\$ 140,070.24
3% Escalation of Labor Rates effective July 1, 2021				\$ 60,609.29

TOTAL KIMLEY-HORN **\$ 2,217,919.08**

SUBCONSULTANT				
		SUBCONSULTANT Labor		Total SUBCONSULTANT Cost
	Ascent Project Control Solutions (DBE Pending)	\$ 50,000.00	\$ -	\$ 50,000.00
	Boothe Transit Consulting	\$ 12,000.00	\$ -	\$ 12,000.00
	CoCo Consult (DBE)	\$ 60,000.00	\$ -	\$ 60,000.00
	CRSA	\$ 80,000.00	\$ -	\$ 80,000.00
	Holmes and Associates	\$ 100,000.00	\$ -	\$ 100,000.00
	Horrocks Engineers	\$ 1,025,019.57	\$ -	\$ 1,025,019.57
	Metro Analytics	\$ 150,000.00	\$ -	\$ 150,000.00
	Steer Group	\$ 350,000.00	\$ -	\$ 350,000.00
	WSP	\$ 600,568.97	\$ -	\$ 600,568.97
	Zion Public Finance, Inc.	\$ 65,000.00	\$ -	\$ 65,000.00

TOTAL SUBCONSULTANTS **\$ 2,492,588.54**

Subconsultant 2% Markup	\$ 49,851.77
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Total Cost 5/17/21 - 5/17/22	\$ 137,000.00	\$ 4,760,359.39
Total Cost 01/01/22 - 6/30/22	\$ -	\$ 4,760,359.39
Year One 3% Escalation		\$ 74,777.66
Year One Not To Exceed		\$ 4,835,137.05

1. The budgets in each task shown here are for budget purposes only. Kimley-Horn reserves the right to move budget from task to task or from subconsultant to subconsultant or to KH, as needed, and subject to approval by the UTA Project Director

2. The effort shown here is a good faith attempt to estimate the effort in the first year of this contract. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to year as the project evolves with the approval of the UTA Project Director.

EXHIBIT B - PRICING

UTA FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT

Prepared May 3, 2021

TEAM LABOR BUDGET				
Task	Task Description	KIMLEY-HORN Labor Cost	Subconsultants	TOTAL LABOR
TASK 1	PROJECT MANAGEMENT	\$ 213,467.40	\$ 108,330.10	\$ 321,797.50
TASK 2	PROJECT CONTROLS	\$ 151,354.38	\$ 234,547.18	\$ 385,901.56
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 525,501.72	\$ 18,950.64	\$ 544,452.36
TASK 4	STRATEGIC PLANNING	\$ 989,916.05	\$ 1,167,674.43	\$ 2,157,590.48
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 140,070.24	\$ 963,086.18	\$ 1,103,156.43
		\$ 2,020,309.80	\$ 2,492,588.53	
TOTAL LABOR				\$ 4,512,898.33
EXPENSES				
		KIMLEY-HORN Expenses	Subconsultants	TOTAL EXPENSES
	Other Direct Costs (Travel, etc)	\$ 137,000.00	\$ -	\$ 137,000.00
	2% Mark-up on subconsultants		\$ 49,851.77	\$ 49,851.77
	Escalation of Labor Rates Effective 7/1/21	\$ 60,609.29	\$ -	\$ 60,609.29
	Year 1 Escalation	\$ -	\$ -	\$ 74,777.66
		\$ -	\$ -	\$ -
TOTAL EXPENSES				\$ 322,238.72
Year One Not To Exceed				\$ 4,835,137.05

1. The budgets in each task shown here are for budget purposes only. Kimley-Horn reserves the right to move budget from task to task or from subconsultant to subconsultant or to KH, as needed, and subject to approved by the UTA Project Director

2. The effort shown here is a good faith attempt to estimate the effort in the first year of this contract. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to year as the project evolves.

3. Note that Conceptual Engineering is included within Task 4 Strategic Planning

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G&A and are fixed for the life of the contract subject to a yearly 3% escalation factor. The variables for years 2 and 3 and option years 1 and 2 are the type and amount of effort required. Those variables will be determined and negotiated on a yearly basis in order to arrive at NTE pricing for each subsequent year of the contract including options if they are exercised by UTA. Additional categories of labor not included in the rate tables below may only be added with the express permission of the UTA Project Director based on rates which are determined to be fair and reasonable and also consistent with those shown in the tables below. Work may not be commenced for any year beyond year 1 without receipt of a notice-to-proceed from UTA once scope and type of labor has been determined and fixed labor rate pricing has been applied.

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021



KIMLEY-HORN & ASSOCIATES		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 6/30/2021	7/1/2021 to 6/30/2022
Program Manager (Liz Scanlon)	\$ 232.49	\$ 239.46
Program Integration (Brent Crowther)	\$ 235.70	\$ 242.77
Stakeholder and Engagement Lead (Amalia Andrews)	\$195.52	\$ 201.39
Strategic Business Plan and Planning Lead (Melissa DuMond)	\$ 253.01	\$ 260.60
Strategic Advisor	\$ 336.38	\$ 346.47
Sr. Consultant	\$ 286.43	\$ 295.02
Sr. Professional I	\$ 221.32	\$ 227.96
Professional V	\$ 173.34	\$ 178.54
Professional IV	\$ 151.50	\$ 156.05
Analyst	\$ 110.75	\$ 114.07
Designer	\$ 126.59	\$ 130.39

** Kimley-Horn annual rate adjustments occur July 1 each year; *Annual escalation of 3%.
GSA Overhead rate 195.25%*

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021

HORROCKS ENGINEERS		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 12/30/2021	1/1/2022 to 12/30/2022
Deputy Program Manager (Kevin Cox)	\$ 269.86	\$ 277.96
Project Controls Lead (Meredith Fischer)	\$ 132.02	\$ 135.98
Professional V	\$ 290.12	\$ 298.82
Professional IV	\$ 270.00	\$ 278.10
Professional III	\$ 234.00	\$ 241.02
Professional II	\$ 203.00	\$ 209.09
Professional I	\$ 176.00	\$ 181.28
Technician 3	\$ 145.00	\$ 149.35
Technician 2	\$ 120.00	\$ 123.60
Technician 1	\$ 93.00	\$ 95.79
Administrative Assistance	\$ 110.00	\$ 113.30

** Horrocks Engineers annual rate adjustments occur January 1 of each year; *Annual escalation of 3%.
GSA Overhead rate 152.85%*

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021

WSP		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 12/30/2021	1/1/2022 to 12/30/2022
Strategic Advisor	\$ 333.33	\$ 343.33
Implementation Lead (Matt Carter)	\$ 210.97	\$ 217.30
Funding Plan Mgt.	\$ 308.28	\$ 317.53
Funding Advisor	\$ 331.54	\$ 341.49
Sr. Professional 1	\$ 278.12	\$ 286.46
Sr. Professional	\$ 247.12	\$ 254.53
Professional 1	\$ 193.89	\$ 199.71
Professional	\$ 166.67	\$ 171.67
Jr. Professional	\$ 128.21	\$ 132.06
Designer	\$ 102.56	\$ 105.64

** WSP annual rate adjustments occur January 1 of each year; *Annual escalation of 3%.
GSA Overhead rate 134%*

EXHIBIT B - PRICING
KIMLEY-HORN & ASSOCIATES
ESTIMATE LABOR EFFORT BY TASK
PREPARED May 3, 2021

		Kimley Horn											Horrocks										WSP											
		Liz Scanlon	Brent Crowther	Melissa DuMond	Annalia Andrews								Kevin Cox	Meredith Fischer	Share Marshall									Administrative Assistant	Implementation Lead	Nate Macsek	Don Emerson							
Task	Task Number	Program Manager	Program Integration	Strategic Business Plan Lead	Stakeholder Public Engagement Lead	Strategic Advisor	Sr. Professional I	Sr. Professional	Professional	Jr. Professional	Analyst	Designer	Deputy Project Manager Engineering Lead	Project Controls	Strategic Advisor	Professional IV	Professional III	Professional II	Professional I	Technician 3	Technician 2	Technician 1	Administrative Assistant	Implementation Lead	Funding Plan Mgt.	Funding Advisor	Strategic Advisor	Sr. Professional 1	Sr. Professional	Professional 1	Professional	Jr. Professional	Designer	
Project Management	1	32%	30%	5%	0%	15%	0%	2%	0%	0%	0%	0%	15%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project Control	2	6%	35%	0%	0%	10%	35%	5%	0%	0%	0%	0%	10%	90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	8%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Stakeholder / Public Engagement	3	3%	10%	5%	94%	15%	7%	20%	40%	40%	40%	15%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Strategic Planning	4	52%	25%	90%	6%	32%	36%	51%	55%	60%	60%	65%	30%	0%	25%	25%	25%	25%	25%	25%	25%	25%	0%	33%	100%	100%	25%	25%	25%	25%	25%	25%	25%	
Project Implementation/ Delivery	5	7%	0%	0%	0%	28%	22%	22%	5%	0%	0%	20%	45%	5%	50%	75%	75%	75%	75%	75%	75%	75%	100%	49%	0%	0%	75%	75%	75%	75%	75%	75%	75%	75%
Total Project Time Commitment		85%	45%	35%	50%	15%	25%	40%	60%	90%	100%	35%	85%	50%	20%	25%	20%	25%	35%	10%	5%	5%	2%	90%	10%	5%	10%	20%	30%	10%	5%	5%	5%	

EXHIBIT B - PRICING
KIMLEY-HORN & ASSOCIATES
LABOR ESTIMATE PER PERSON PER TASK
PREPARED May 3, 2021

Task	Task Number	Program Manager	Program Integration	Strategic Business Plan Lead	Stakeholder Public Engagement Lead	Strategic Advisor	Sr. Professional I	Sr. Professional	Professional	Jr. Professional	Analyst	Designer	Deputy Project Manager Engineering Lead	Project Controls	Strategic Advisor	Professional IV	Professional III	Professional II	Professional I	Technical 3	Technician 2	Technician 1	Administrative Assistant	Implementation Lead	Funding Advisor	Funding Plan Development	Sr. Professional 1	Sr. Professional	Professional 1	Professional	Jr. Professional	Designer	
Project Management	1	\$123,312	\$64,086	\$8,676	\$0	\$13,183	\$0	\$4,210	\$0	\$0	\$0	\$65,441	\$6,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Project Management Meetings	1.1	\$77,070	\$21,362	\$8,676	\$0	\$4,394	\$0	\$0	\$0	\$0	\$0	\$43,627	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Contract Management	1.2	\$38,535	\$21,362	\$0	\$0	\$4,394	\$0	\$2,105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Contract Quality	1.3	\$7,707	\$21,362	\$0	\$0	\$4,394	\$0	\$2,105	\$0	\$0	\$0	\$21,814	\$6,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Project Control	2	\$23,121	\$74,766	\$0	\$0	\$8,789	\$34,154	\$10,524	\$0	\$0	\$0	\$43,627	\$111,567	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Controls Management	2.1	\$7,707	\$21,362	\$0	\$0	\$1,758	\$9,758	\$10,524	\$0	\$0	\$0	\$8,725	\$49,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Schedule	2.2	\$7,707	\$21,362	\$0	\$0	\$1,758	\$9,758	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Cost Estimating	2.3	\$0	\$10,681	\$0	\$0	\$1,758	\$4,879	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Risk Management	2.4	\$7,707	\$10,681	\$0	\$0	\$1,758	\$9,758	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Budget Management	2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Quality Management	2.6	\$0	\$10,681	\$0	\$0	\$1,758	\$0	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Stakeholder / Public Engagement	3	\$11,561	\$21,362	\$8,676	\$172,573	\$13,183	\$6,831	\$42,097	\$49,934	\$108,856	\$79,576	\$10,853	\$0	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Engagement Plan	3.1	\$7,707	\$10,681	\$0	\$18,359	\$2,637	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Implement Engagement Plan	3.2	\$3,854	\$10,681	\$8,676	\$91,794	\$2,637	\$4,879	\$21,048	\$24,967	\$54,428	\$39,788	\$0	\$0	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Project Partnering	3.3	\$0	\$0	\$0	\$18,359	\$2,637	\$1,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Engagement Tools	3.4	\$0	\$0	\$0	\$22,031	\$2,637	\$0	\$21,048	\$12,484	\$27,214	\$19,894	\$10,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Website and Social Media	3.5	\$0	\$0	\$0	\$22,031	\$2,637	\$0	\$12,484	\$27,214	\$19,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Strategic Planning	4	\$200,383	\$53,405	\$156,176	\$11,015	\$28,125	\$35,130	\$107,346	\$68,660	\$163,284	\$119,364	\$47,029	\$130,882	\$0	\$18,951	\$29,210	\$20,061	\$21,547	\$16,670	\$5,032	\$2,156	\$1,671	\$0	\$121,079	\$81,051	\$18,949	\$17,599	\$8,071	\$3,087	\$2,041	\$1,570	\$1,047	
Operations Planning Coordination	4.1	\$0	\$10,681	\$17,353	\$0	\$3,516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Early Screening Analysis	4.2	\$19,268	\$10,681	\$8,676	\$0	\$3,516	\$976	\$2,105	\$0	\$0	\$0	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Commuter Rail Best Practices	4.3	\$7,707	\$0	\$8,676	\$0	\$3,516	\$0	\$0	\$0	\$27,214	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Strategic Business Plan	4.4	\$57,803	\$10,681	\$17,353	\$11,015	\$3,516	\$9,758	\$21,048	\$31,209	\$40,821	\$69,629	\$14,471	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Funding Strategies and Plan	4.5	\$57,803	\$0	\$43,382	\$0	\$3,516	\$9,758	\$21,048	\$12,484	\$27,214	\$19,894	\$0	\$8,725	\$0	\$15,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,051	\$18,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Implementation Plan	4.6	\$19,268	\$10,681	\$43,382	\$0	\$3,516	\$9,758	\$21,048	\$12,484	\$27,214	\$29,841	\$0	\$8,725	\$0	\$3,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
NEPA/Environmental Support	4.7	\$19,268	\$0	\$17,353	\$0	\$3,516	\$4,879	\$21,048	\$6,242	\$13,607	\$0	\$3,618	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Conceptual Engineering	4.8	\$19,268	\$10,681	\$0	\$0	\$3,516	\$0	\$21,048	\$6,242	\$27,214	\$0	\$28,941	\$87,255	\$0	\$0	\$29,210	\$20,061	\$21,547	\$16,670	\$5,032	\$2,156	\$1,671	\$0	\$91,727	\$0	\$0	\$17,599	\$8,071	\$3,087	\$2,041	\$1,570	\$1,047	
Project Implementation/ Delivery	5	\$26,975	\$0	\$0	\$0	\$24,809	\$21,468	\$46,306	\$6,242	\$0	\$0	\$14,471	\$196,324	\$6,198	\$37,901	\$97,631	\$80,184	\$64,842	\$50,009	\$15,095	\$6,467	\$5,012	\$3,593	\$179,785	\$0	\$0	\$52,797	\$24,213	\$9,261	\$6,124	\$4,711	\$3,140	
Design Oversight	5.1	\$7,707	\$0	\$0	\$0	\$3,516	\$9,758	\$31,572	\$6,242	\$0	\$0	\$14,471	\$87,255	\$0	\$0	\$11,684	\$8,025	\$8,619	\$6,668	\$2,013	\$862	\$668	\$719	\$80,720	\$0	\$0	\$7,040	\$3,228	\$1,235	\$817	\$628	\$419	
Procurement Support	5.2	\$19,268	\$0	\$0	\$0	\$3,516	\$9,758	\$0	\$0	\$0	\$0	\$0	\$43,627	\$6,198	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Utilities	5.3	\$0	\$0	\$0	\$0	\$3,516	\$1,952	\$10,524	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$17,526	\$12,037	\$12,928	\$10,002	\$3,019	\$1,293	\$1,002	\$719	\$7,338	\$0	\$0	\$10,559	\$4,843	\$1,852	\$1,225	\$942	\$628	
Survey	5.4	\$0	\$0	\$0	\$0	\$3,516	\$0	\$4,210	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$17,526	\$12,037	\$12,928	\$10,002	\$3,019	\$1,293	\$1,002	\$719	\$7,338	\$0	\$0	\$10,559	\$4,843	\$1,852	\$1,225	\$942	\$628	
Right-of-Way	5.5	\$0	\$0	\$0	\$0	\$3,516	\$0	\$0	\$0	\$0	\$0	\$0	\$21,814	\$0	\$0	\$23,368	\$16,049	\$17,238	\$13,336	\$4,025	\$1,724	\$1,336	\$719	\$7,338	\$0	\$0	\$14,079	\$6,457	\$2,470	\$1,633	\$1,256	\$837	
Construction Oversight	5.6	\$0	\$0	\$0	\$0	\$2,637	\$0	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$11,684	\$8,025	\$8,619	\$6,668	\$2,013	\$862	\$668	\$539	\$7,338	\$0	\$0	\$7,040	\$3,228	\$1,235	\$817	\$628	\$419	
Safety & Certification	5.7	\$0	\$0	\$0	\$0	\$2,637	\$0	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$5,842	\$4,012	\$4,309	\$3,334	\$1,006	\$431	\$334	\$180	\$7,338	\$0	\$0	\$3,620	\$1,614	\$617	\$408	\$314	\$209	
Project Partnering	5.8	\$0	\$0	\$0	\$0	\$1,758	\$0	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Total Labor by Person/Firm	\$385,351	\$213,618	\$173,529	\$183,588	\$87,889	\$97,582	\$210,483	\$124,836	\$272,139	\$196,940	\$72,353	\$436,275	\$123,963	\$75,803	\$116,841	\$80,246	\$86,190	\$66,679	\$20,127	\$8,622	\$6,682	\$3,593	\$366,907	\$81,051	\$18,949	\$70,396	\$32,284	\$12,348	\$8,165	\$6,281	\$4,187
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EXHIBIT B - PRICING
KIMLEY-HORN & ASSOCIATES
ESTIMATED SUBCONSULTANT COST
PREPARED May 3, 2021

Task	Task Number	Ascent Project Controls Solutions	Boothe Transit Consulting	Coco Consult	CRSA	Holmes and Associates	Metro Analytics	Steer Group	Zion Public Finance
Project Management	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Management Meetings	1.1								
Contract Management	1.2								
Contract Quality	1.3								
Project Control	2	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Controls Management	2.1	\$50,000							
Program Schedule	2.2								
Cost Estimating	2.3								
Risk Management	2.4			\$0					
Program Budget Management	2.5								
Program Quality Management	2.6								
Stakeholder / Public Engagement	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engagement Plan	3.1								
Implement Engagement Plan	3.2								
Project Partnering	3.3			\$0					
Engagement Tools	3.4								
Website and Social Media	3.5								
Strategic Planning	4	\$0	\$12,000	\$10,000	\$80,000	\$0	\$150,000	\$350,000	\$65,000
Operations Planning Coordination	4.1								
Early Screening Analysis	4.2								
Commuter Rail Best Practices	4.3								
Strategic Business Plan	4.4					\$0	\$150,000	\$350,000	\$65,000
Funding Strategies and Plan	4.5		\$12,000	\$10,000		\$0			
Implementation Plan	4.6			\$0					
NEPA/Environmental Support	4.7								
Conceptual Engineering	4.8				\$80,000				
Project Implementation/ Delivery	5	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0
Design Oversight	5.1								
Procurement Support	5.2			\$25,000		\$25,000			
Utilities	5.3								
Survey	5.4								
Right-of-Way	5.5					\$75,000			
Construction Oversight	5.6								
Safety & Certification	5.7								
Project Partnering	5.8			\$25,000					

\$50,000	\$12,000	\$60,000	\$80,000	\$100,000	\$150,000	\$350,000	\$65,000
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Exhibit C Schedule

FrontRunner Program Management Services
Contract Schedule: May 17, 2021 - May 17, 2022
Kimley-Horn Team

FrontRunner Program Management Activities																
Line	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22		
1	★															
2		★														
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
Strategic Planning - Business Plan																
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22		
13																
14		★	★	★	★	★	★	★	★		★	★	★			
15																
16																
17																
18																
19																
20																
21																
22																
23																
Early Projects Implementation																
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22		
24																
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Schedule Notes:

1. This represents Kimley-Horn's good faith estimate of the schedule for the first year of the FRF PMSC contract, and is subject to change or adjustment depending on project conditions. Kimley-Horn will coordinate schedule with the UTA Project Director to ensure alignment of the team efforts to UTA's goals.
2. Engagement activities is assumed to support both Planning and Implementation, and continuous throughout the year. The Engagement Plan will outline the specific details, timing, activities, and milestones.
3. Program Controls will be established under the Program Management task for the entirety of the FRF contract. Specific project controls will be developed as part of the Early Projects Implementation.

Exhibit D – Office Co-Location Expectation

Office Co-Location Expectations

- 1 UTA will provide the following items to help facilitate the office co-location arrangement:
 - 1.1 Cubicle space for the Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.2 A desk for Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.3 An internet connection for all three.
 - 1.4 A storage room for minor equipment and supplies
- 2 Kimley-Horn and Associates, Inc, a Corporation will provide the following to help facilitate the office co-location arrangement
 - 2.1 Own computers and computer maintenance
 - 2.2 Own printer
 - 2.2.1 Any supplies needed for the printer
 - 2.2.2 Printer maintenance
 - 2.3 Any wireless routers or other computer hardware deemed necessary.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
Patti Garver, Manager of Environmental & Grant Services

SUBJECT:

Change Order: Point of the Mountain Transit Design and Environmental Services (Parametrix Consult, Inc.)

AGENDA ITEM TYPE:	Procurement Contract/Change Order
RECOMMENDATION:	Approve award and authorize the Executive Director to execute the change order and associated disbursements for the Parametrix Consult, Inc. contract to complete the environmental document and conceptual design refinements for Point of the Mountain Transit in the amount of \$3,462,678 through June 2023.
BACKGROUND:	The Point of the Mountain Transit Study was initiated in 2019 by UTA and a coalition of governments and stakeholders. The purpose of the transit study was to identify a rapid transit service connection between southern Salt Lake County and northern Utah County. The preferred alternative has been selected and is moving into environmental analysis and conceptual engineering, which this change order will allow to move forward. The "Common Ground Segment" is the preferred alternative transit corridor for the juncture of southern Salt Lake County and northern Utah County. Bus Rapid Transit was identified as the best-performing and optimal transit technology for the corridor.

DISCUSSION:	This is change order #5 to contract #19-03038TP (approved on 7/17/2019) for the Point of the Mountain Transit project. The change order is for the consultant, Parametrix Consult, to refine the preferred alternative and conceptual design at key locations and complete the environmental document for the POM preferred alternative. This work was included as an option in the original contract which would be defined, pending the results of the earlier planning. The contract therefore requires a contract modification and Board approval. This change order also extends the contract term from 6/30/2021 - 6/30/2023. This phase of the project will include environmental review and documentation of the project consistent with the National Environmental Policy Act. It is anticipated that an Environmental Assessment is the appropriate environmental document for this project. The dollar amount of this modification has been determined to be fair and reasonable through means of an independent cost estimate and a UTA cost analysis.
CONTRACT SUMMARY:	
Contractor Name:	Parametrix Consult, Inc.
Contract Number:	19-03038TP
Base Contract Effective Dates:	6/17/2019 to 6/17/2020
Extended Contract Dates:	6/17/2020 to 12/31/2020 (CO #2) 12/31/2020 to 3/31/2021 (CO #3) 3/31/2021 to 6/30/21 (CO #4) 6/30/2021 - 6/30/2023 (CO #5)
Existing Contract Value:	\$781,504
Amendment Amount:	\$3,462,678
New/Total Amount Contract Value:	\$4,244,182
Procurement Method:	Change Order #5 to add completion of an environmental document and refined conceptual design at key locations for Point of the Mountain Transit, to be completed 6/1/21 to 6/30/2023.
Funding Sources:	UTA Capital Budget, Transit Transportation Investment Fund appropriation from the 2020 Legislative Session, Transit Transportation Investment Fund appropriation from the 2021 Legislative Session
ALTERNATIVES:	If this change order is not approved, implementation of new transit service in the Point of the Mountain region would be delayed.
FISCAL IMPACT:	Funds for this work are included in the 5-year capital budget.
ATTACHMENTS:	1) POM Contract Change Order April 2021

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 741-8885
Fax: (801) 741-8892



CHANGE ORDER

No. 5

TITLE: Exercise Option to Refine LPA Conceptual Design and complete Environmental Document
PROJECT/CODE: MSP216 - Point of Mountain Transit Study
TO: Parametrix Consult, Inc.
ATTN: Jeff Peacock

DATE: 5/26/2021
This is a change order to
CONTRACT No: 19-03038TP

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This is a change order to contract #19-03038TP for the Point of the Mountain (POM) Transit project. UTA desires to exercise the option for this work that was included in the original contract. The change order is for the consultant, Parametrix Consult, to refine the preferred alternative and conceptual design at key locations and complete the environmental document for the POM preferred alternative. Some of the key locations for refined design include elevated structures at Bangerter Highway, I-15, and SR-92; large utility relocations; and stormwater and station areas. This also includes a contract extension from 6/30/2021 to 6/30/2023 for this option.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO ___

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$3,462,678	Original Contract Sum:	\$757,351	Final Completion Date Prior to This Change:	6/30/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$24,153	Contract Time Change This Change Order (Calendar Days):	730
Cost Plus:	-	Previous Project Total:	\$781,504	Final Completion Date as of This Change Order:	6/30/2023
Total:	\$3,462,678	Net Change This Change Order:	\$3,462,678	ACCEPTED: By: <i>Jeff Peacock</i> Date: <u>5.3.2021</u>	
		Current Project Total:	\$4,244,182		

Jeff Peacock
CEO, Parametrix Consult, Inc.

By: _____
Date: _____
Patti Garver
Project Manager <\$10,000

By: _____
Date: _____
Manjeet Ranu
Director of Capital Projects <\$50,000
DocuSigned by:

By: _____
Date: _____
Mary DeLoretto
Chief Service Dev Officer <\$100,000

By: _____
Date: _____
Vicki Woodward
Procurement

By: *Michael Bell*
Date: 5/5/2021
Michael Bell
Legal Review

By: _____
Date: _____
Carolyn M. Gonot
Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	19-03038TP PAR
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$757,351	
1	10/18/2019	\$24,153	\$781,504	Additional Public Involvement Assistance
2	6/19/2020	\$0	\$781,504	No Cost Time extension
3	10/16/2020	\$0	\$781,504	No Cost Time Extension
4	3/19/2021	\$0	\$781,504	No Cost Time Extension
Total to Date		\$ 24,153		

SCOPE OF WORK

Utah Transit Authority Point of the Mountain Transit Project Stage 2

SUMMARY

The Point of the Mountain Transit Project began with an Alternatives Analysis initiated in 2019 by the Utah Transit Authority (UTA) and a coalition of governments and stakeholders, including Mountainland Association of Governments (MAG), Utah Department of Transportation (UDOT), Wasatch Front Regional Council (WFRC), Bluffdale City, Draper City, Lehi City, Sandy City, Salt Lake County, South Jordan City, and Utah County (the Project Partners). The transit study (alternatives analysis) developed and evaluated options for providing expanded high-capacity transit service in the Point of the Mountain area in southern Salt Lake County and northern Utah County. The transit study was to help the Project Partners identify a Preferred Alternative to address transportation problems in this area, focused on urban growth and economic development centers.

In late 2020, the Project Partners identified a Preferred Alternative defining the transit alignment (corridor and locations to be served) and the transit mode (bus rapid transit [BRT]) based on the best solution for meeting the project's purpose and need. The Preferred Alternative is to develop a gold standard BRT system from FrontRunner Draper Station to Lehi Traverse Mountain Station, with an option to extend south across SR 92 to South Triumph Station and terminate at the FrontRunner Lehi Station. With the planning and alternatives analysis process completed, the Preferred Alternative is now initiating its project development process (referred to as Stage 2), to complete Conceptual Engineering (CE), environmental documentation and approval, with an option to conduct Preliminary Engineering (PE).

Parametrix, Inc., the Consultant for this project, shall work with UTA and UDOT, along with the Project Partners to complete the project activities. UTA will continue to serve as the lead agency for the project.

The project activities to be completed under this contract have progressed under two stages, the second phase of which is being defined in two parts:

- Stage 1: Alternatives Analysis (AA), as defined previously in a separate Scope of Work, which identified the Preferred Alternative.
- Stage 2A: Environmental Analysis/Documentation; Conceptual Engineering; and Funding, Implementation, and Operations Planning for the Preferred Alternative.
- Stage 2B: Optional tasks of Preliminary Engineering and station area planning, which is not funded in the initial Stage 2 budget.

With the completion of Stage 1, UTA has recommended an assumption of a federal nexus for the project due to potential federal grant opportunities as well as crossing the Interstate 15 (I-15) right-of-way. The Federal Transit Administration (FTA) is presumed to be the lead federal agency for environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA), and FTA's approval will be required prior to federal actions related to transportation improvements. The level of NEPA documentation required for the project will

reflect the project's potential to result in significant impacts as well as to qualify for certain exclusions from detailed study, and will be determined through consultations and project initiation with FTA during Stage 2 of the Project.

The following stipulation shall apply:

- Work will not be undertaken on any Stage or Task until a Notice to Proceed is provided by UTA for that Stage or Task.
- The Consultant shall provide the necessary professional engineers, planners, scientists, architects, CADD operators, surveyors, and other staff and professional and technical skills, materials, supplies, and other services, other than those specifically provided by UTA, required to successfully complete this Scope of Work.

The Preferred Alternative alignment and station areas to be further developed in Stage 2 are depicted and described in Attachment A. This scope of work assumes the project would extend from FrontRunner Draper Station to FrontRunner Lehi Station, with up to 10 stations, including 3 stations with potential new transit centers and park and ride facilities, with minor modifications aside from BRT stations at the two FrontRunner stations.

Major tasks to be performed under this Contract Amendment for Stage 2 will include the following items:

- **Task 1: Project Management and Quality Management Program**
- **Task 2: Preferred Alternative Refinements and Conceptual Engineering**
- **Task 3: Environmental Analysis and Documentation**
- **Task 4: Communications and Outreach**
- **Task 5: Traffic and Transportation Analysis**
- **Task 6: Funding, Implementation, and Operations**
- **Task 7: Preliminary Engineering (optional task)**
- **Task 8: Station Area Planning (optional task)**

The following describes Task 1 through Task 6 work to be performed for Stage 2 under this Contract Amendment. A high-level summary of Tasks 7 and 8 is also provided for reference and will be developed in greater detail and funded through an additional Contract Amendment, as applicable.

Task 1: Project Management

The Consultant will provide overall direction and control for this task. The Consultant project manager will be responsible for team coordination, implementation of quality-control measures, project reporting to UTA, project documentation, and overall performance of the project. The subtasks for this activity include the following:

Subtask 1.1 Project Management Activities

This subtask includes general project management activities including monthly invoicing and status reports, including schedule status, coordination with subconsultants and subconsultant contract management.

The Consultant shall submit monthly invoices to UTA for payment which shall identify the following:

SCOPE OF WORK (continued)

- Hourly rates, hours, direct costs incurred by the Consultant in performance of the contract during the preceding month and cumulative to date, current project issues/challenges, status of project/schedule, problems encountered, and decisions/actions pending.
- A summary of work performed including any milestones and deliverables.
- A record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining).
- Supporting documentation for costs contained in the invoice will be submitted with each invoice.

The information described above shall also apply to all sub-consultants on the project.

Deliverables

- Monthly progress reports with invoices
- Schedule and budget, to be updated monthly throughout Stage 2

Subtask 1.2 Team Meetings

Consultant will conduct weekly project team meetings, including preparation of meeting materials, agendas, and minutes, as necessary throughout Stage 2.

Assumptions:

- One-hour weekly meetings to occur through the submittal of environmental documentation to FTA for approval, and the completion of Conceptual Engineering (anticipated by June 2022), with up to three staff attending dependent on meeting content.

Deliverables

- Team meeting materials, including agendas and minutes.

Subtask 1.3 Project Management Plan

This subtask includes the preparation of a Project Management Plan including a refined work scope, monthly schedule, monthly budget, project controls, and invoicing and reporting procedures. The Project Management Plan will be focused on the Stage 2 work program.

Deliverables

- Draft and Final Project Management Plan

Subtask 1.4 Quality Management Plan

This subtask includes the preparation of a Quality Management Plan, including a program for quality assurance/quality control (QA/QC) for Stage 2 deliverables.

Deliverables

- Draft and Final Quality Management Plan

Subtask 1.5 Administrative Record

This subtask includes the maintenance of an ongoing Administrative Record, consistent with NEPA requirements.

Deliverables

- Complete project files in modifiable electronic format

Subtask 1.6 Risk Assessment

An initial risk assessment workshop will be held with the Consultant and UTA staff to identify areas of risk and processes for tracking and managing risk throughout the process. A risk matrix will be developed by the Consultant in coordination with UTA. The matrix will be maintained and updated throughout Stage 2. Additional risk related workshops will be held throughout Stage 2, as needed.

Assumptions:

- Risk assessment workshop will be held at project onset and up to two additional risk related workshops would occur throughout Stage 2.

Deliverables

- Risk Matrix, to be updated throughout Stage 2

Task 2: Preferred Alternative Refinements and Conceptual Engineering

Task 2 includes Preferred Alternative Refinements and Conceptual Engineering design. The purpose of this Task is to coordinate with local agencies and the public on potential refinements and more detailed design definitions for the Preferred Alternative, confirming the definition of the project to be used for environmental review, Task 3.

Preferred Alternative refinements will refine the corridor at two main areas, with input from UDOT and project partners. The two main areas include The Point area (state prison site redevelopment area) where there are two major highways to cross, and the extension south from South Triumph Station to FrontRunner Lehi Station. These areas are described in greater detail under Task 2.4.

The focus of this conceptual engineering step is the project footprint and the major features affecting project scope, environmental impacts, costs, and the approval requirements of other agencies. The primary disciplines affecting footprint are civil and structural, but concept design would also consider large utility relocations, stormwater, traffic/access, and station features. The conceptual engineering products would be supported by documentation of the coordination with other agencies and the acceptability of the proposed conceptual design. For example, the documentation for UDOT would include highway/transit compatibility planning memos that identify existing and future improvements along I-15, Bangerter Highway, and any interchanges that may be affected. These coordinated documents would be reviewed by partners with a request for a statement of their acceptability. Additional information on the conceptual engineering step is provided under Task 2.5.

Conceptual engineering supports the entry to preliminary engineering¹, which is an optional task as defined in Task 7, below.

Subtask 2.1 Engineering Task Management

The Consultant will manage the work associated with performance of engineering tasks for the project. Engineering subtask management will include the following activities:

- Coordinate activities among the engineering team leads, environmental resource leads, and UTA.
- Attend regular project team meetings, as needed, and manage relevant action items to keep the project on schedule.
- Coordinate and attend regular project design team meetings.
- Attend environmental team meetings, as needed.
- Prepare for and attend client and agency meetings.
- Investigate and coordinate design considerations with the environmental team.
- Report engineering budget, schedule, and progress toward completion each month.

The Consultant will institute specific procedures for the quality control checking of engineering work in accordance with prescribed QA/QC procedures documented in the Quality Management Plan.

Assumptions

- Engineering Lead or designee will attend weekly project team meetings, as needed, during the Stage 2A phase of work for conceptual engineering. In addition to engineering specific team meetings, the engineer lead will also coordinate and attend other task/issue coordination meetings (i.e., public involvement/communications coordination, or coordination on transit-oriented development, or other related projects by UTA) during this phase.

Deliverables

- Engineering team meeting agendas and action items for each meeting.

Subtask 2.2 Agency/Stakeholder Coordination

During Stage 2A, the Consultant will assist UTA with interagency and stakeholder coordination activities related to the conceptual engineering definition of the project. The Consultant will prepare for and attend agency and stakeholder meetings occasionally on an on-call basis to assist in the identification and resolution of issues raised by stakeholder and agency representatives. This scope of work provides for a pooled resource to be applied at the direction of UTA, and at UTA's direction and with an authorization for preliminary engineering, this subtask would be extended to cover coordination for preliminary engineering (Task 7) in Stage 2B.

¹ Preliminary engineering expands upon the conceptual engineering footprint, adding discipline specific details to the design. The main purpose of preliminary engineering is to start the property acquisition in conjunction with a detailed construction estimate to baseline the project costs.

Assumptions:

The engineering resource pool for agency and stakeholder coordination meetings through the completion of the conceptual engineering task (Stage 2A) assumes an average of two staff attending a bi-monthly coordination meetings, with two hours of management or staff time for preparation and reporting for each meeting. This task also assumes technical staff attending agency coordination meetings to serve as a technical resource for the project team.

Deliverables

- Agency coordination meeting agendas and action items for each meeting, as applicable, through Stage 2A for conceptual engineering.

Subtask 2.3 Survey Base Map

This subtask focuses on developing the survey base map necessary to advance the project concept refinements and engineering by identifying existing surface features, topography, and underground utilities. The base map will include ground survey and aerial mapping of physical improvements along the project corridor including roads, driveways, culverts, surface and subsurface utilities, and other major features. GIS and as-built information will also be used to help supplement parts of the base map, including right of way and utilities. A photogrammetric aerial survey will be performed to acquire imagery for planimetric and surface data along rights-of-way and residential properties. The aerial survey will include the full length of the corridor from FrontRunner Draper to 500' south of the proposed South Triumph Station and to FrontRunner Lehi Station. Ground survey will consist of locating existing road monumentation, setting control, locating surface and subsurface utilities in specific locations, and acquiring additional data/detail where needed. Three areas have been identified for ground survey to supplement the aerial photogrammetry: 1) Bangerter Highway crossing and transmission lines near the Point, 2) I-15 crossing, and 3) SR-92 crossing.

Assumptions

- Excludes setting property corners.
- Parametrix shall rely on Salt Lake/Utah County GIS databases for rights-of-way and property boundary information. Parametrix will not resolve property boundaries or corners.
- Underground utilities will be marked within public rights-of-way only in areas identified for supplemental ground survey.
- Provide survey base map of existing conditions utilizing the following:
 - Aerial photogrammetry.
 - Standard survey methods.
 - Aerial survey will be conducted by a subconsultant (via airplane.)
 - Parametrix survey will perform measure downs of existing stormwater and sanitary sewer facilities to determine and/or confirm pipe size, material, and invert elevations.
 - Survey project management and quality assurance and quality control (QA/QC) for survey will be provided as part of this phase. Deliverables shall be reviewed in-house to ensure quality and accuracy of any deliverable.
 - GIS and as-built utility information will be used to supplement parts of the base map.

- Acquisition of any easements and/or agreements which allow property access are to be obtained by others at no cost to Parametrix.

Deliverables

- Project basemap in AutoCAD 2020 file format to include property and right-of-way lines, existing features within the mapping area, topography, and ortho imagery. Found property corners will be indicated as such.

Subtask 2.4 Preferred Alternative Refinements and Screening

This subtask provides a focus on an initial three-month screening and evaluation step to refine the Preferred Alternative conceptual design for areas with multiple parties or agencies with jurisdiction, where further definition of localized project scope choices could affect project costs and implementation requirements, and/or where the Stage 1 work did not explore multiple potential design options in a given area.

Area One: The task will include the evaluation and screening of Preferred Alternative design refinement options at the crossing of the two major highways, and for the related connecting alignment that includes stations and alignments within the Point. The refinement is anticipated to include developing and evaluating up to eight Preferred Alternative design refinement options in Area One, including a potential trail along the alignment, at the following highway crossings, and the connecting alignment between these points, with an option to connect to a potential future FrontRunner station serving the Point:

- FrontRunner Draper to Bangerter Highway to Point Stations, including:
 - Over Bangerter highway
 - Under Bangerter highway including interchange reconfiguration
 - At-grade via S 600 W/Bangerter highway
- A potential section connecting from a future potential FrontRunner Point Station to Point BRT Stations
- Point Stations to I-15 to Highline Station, including:
 - Over I-15
 - Under I-15
 - At-grade via W 14600 South and Highland Drive

Area Two: Preferred Alternative refinement south from South Triumph Station to FrontRunner Lehi, including one additional station (for a total of three) in this area. Refinements in this area will include confirming BRT treatments and alignment, station locations/layouts, potential transit center concepts, and developing other conditions and project design and planning information such as station area development assessment and station/circulation concepts that were not previously evaluated in depth during Point of the Mountain Stage 1 at the same detail as the “Common Ground” segment and its Level 2 evaluation. Up to three Preferred Alternative design refinement options will be evaluated under this Task for area 2.

For both areas, evaluation of the Preferred Alternative refinement options would include:

- Identifying the challenges/issues to be resolved by a refined Preferred Alternative design and related goals and objectives for UTA, and stakeholders including UDOT, the Point of the Mountain State Land Authority (POMSLA), the City of Draper, Lehi City, and development interests.
- Identifying criteria and related measures to be used in evaluating refinement concepts.

SCOPE OF WORK (continued)

- Identifying key decisions, including the key decision/consensus points in the evaluation process and the parties to be involved in the review and approval of each decision.
- Defining the screening and evaluation process to the extent it varies by the corridor location.
- Identifying participants, stakeholders, and the potential need for outreach to agencies and the public.
- Confirming the details of decision-making processes, including UTA's internal review and approval needs. A summary of the screening and evaluation of design options will be included in a technical memorandum and reviewed in coordination with UTA and local partners.

The refinements and screening step will include agency coordination such that the refined project definition is documented with a record of coordination with local jurisdictions, POMSLA and UDOT.

Assumptions

- Potential screening measures, such as travel time, environmental impacts, operations etc., would be limited to up to 10 measures per refinement concept, and would use information that would be collected as part of the engineering, environmental, land use planning and transportation disciplines, similar to those applied during screening for the alternatives analysis but more localized. They would include factors such as engineering complexity/feasibility, cost, operations, transportation effects, environmental effects (historic, noise, ecosystems, floodplains), community effects/compatibility, development compatibility, urban design/access connectivity, construction issues, and similar factors.
- Potential refinement concept evaluation measures would be more detailed and qualitative than screening measures, would cover a similar range of disciplinary issues, and would be estimated in ranges and predictive of the anticipated findings of more detailed design and environmental analysis.
- Use of AutoCAD version 2020 for design work.
- A potential FrontRunner Point station would be a separate project from the Point of the Mountain project, and this scope does not address siting, design, operations, funding, environmental or implementation issues for the FrontRunner station itself, but rather is focused on the BRT connection to the station.

Deliverables

- Draft and Final Preferred Alternative Refinement Technical Memorandum: Screening, Concept Definition and Evaluation Framework, Criteria and Methodologies

Subtask 2.5 Conceptual Engineering

This subtask is identified separately to focus on the process and products that will be used to integrate design, transportation, environmental, and public outreach efforts leading to a concept design that would be the basis for the environmental review, the baseline for any subsequent preliminary engineering efforts, and the primary definition of the proposed project action for progressive documentation of coordination/approval strategies with stakeholders and agencies with jurisdiction. This subtask would incorporate the definition of the refinement from Subtask 2.4, confirming the project design definition covering the project between the FrontRunner Draper Station and the South Triumph Station in Lehi, and a connection to FrontRunner Lehi Station from the South Triumph Station. This subtask may consider an alternative corridor starting point at a potential FrontRunner Point Station located south of Draper's current station. This new starting point will be evaluated at a high level, early on in the conceptual engineering subtask to determine compatibility with future land development and future of

SCOPE OF WORK (continued)

FrontRunner plans. This subtask creates the design in coordination with the environmental and transportation analysis products identified in Tasks 3 and 5. This subtask is anticipated to include the following:

- **Geotechnical:** Preliminary geotechnical information based on existing surficial geological descriptions and up to 1 geotechnical boring at each structural crossing location Bangerter Highway, I-15, and SR-92. The intent of the scope of work is to collect subsurface data and develop geotechnical findings and recommendations along the preferred alignment to provide sufficient data for a Conceptual Engineering level of design.
- **Structures:** Preliminary structural definition of crossing structure, column placement, and feasibility at Bangerter Highway, I-15, and SR-92. The CE plans shall show the limits of the retained fill/cut, in addition to bridge limits and general column layout. The subsequent phase of engineering will further refine the structural design in Task 7. This phase of work will focus on structural feasibility in context to existing conditions (i.e., column placement in UDOT shoulders, etc. versus long span structure).
- **Civil:** This will provide plan and profile level definition of the transitway, stations, and related facilities and improvements. This would include identifying the location of bus priority treatments throughout the corridor, as well as roadway improvements or modifications to existing highways, streets, trails, and intersections - along with assumptions in areas without existing infrastructure or development. Work will be focused on determining the general limits of the project footprint of the civil improvements based on survey information and draft design criteria. Non-motorized improvements or tie-ins to existing facilities will be identified, but details of these facilities will not be defined until Task 7, Preliminary Engineering. Typical sections will be defined for the purpose of agreement with local jurisdictions and UDOT.
- **Stations:** General station programming to define general footprint, including platform locations and heights, bus bays, park and ride, and other defined amenities such as operator facilities. Estimated bus loading and layover zones for each station will be prepared based on UTA provided information. Bus zone needs will be incorporated into the conceptual and preliminary designs of the stations. Existing FrontRunner stations area assumed to not require any modification beyond a raised station platform. A conceptual BRT station design will be included in the sheet set, in addition to potential transit centers at up to three stations.
- **Traffic:** Location of traffic controls, including the potential for signal/gate crossings, to inform discussions with other agencies with jurisdiction and to define traffic analysis needs. Work in this phase will incorporate potential channelization and crossing modifications and traffic control for safe and effective traffic operations that supports rapid and reliable transit trips. The conceptual engineering plans shall identify all crossing locations, the priority/preemptions assumptions, traffic control measures proposed, as well as all channelization or other modifications proposed.
- **Utilities:** Identification of major utility conflicts that could influence the project footprint based on material provided by utility providers and in conjunction with Task 2.3 Base mapping Survey.
- **Stormwater:** At this phase of work, the stormwater component will focus on identifying the applicable requirements and extent of approximate areas needed for facilities.
- **Right-of-Way:** Properties will be identified as impacted by the project footprint with assumed temporary construction easements and permanent acquisitions, primarily to inform environmental review and provide an initial assessment of right-of-way costs and issues, including acquisitions and relocations. During this conceptual engineering step, right-of-way information will be primarily based off County GIS databases and property maps. It is assumed that property within the Point will be dedicated to UTA. The Consultant will work with UTA to understand any property limitation within the UTA rail corridor, but title/deed or other legal property restrictions would not be conducted as part of this Task.

SCOPE OF WORK (continued)

- **Architecture:** Identify conceptual BRT station layout and provide station typology. Work with UTA to determine general station layout to identify space requirements at this phase of work. Further refinement and site details to be completed during Task 7, preliminary engineering.
- **Design Criteria:** Consultant will develop a project specific Design Criteria document to provide technical guidance and consistency for both conceptual and preliminary engineering design. The Design Criteria will identify applicable design criteria, codes, etc., and including the civil roadway, trail design, traffic engineering and maintenance, structures, drainage and utilities.
- **Compatibility with UDOT existing and planned facilities:** In coordination with UDOT and to supplement the civil conceptual plan set, the Consultant will develop a summary memo identifying space requirements for existing and planned UDOT facilities adjacent to project. This document will include a drawing illustrating a forward compatibility line to provide a general interagency understanding regarding where UTA facilities are proposed to be constructed in proximity to UDOT facilities while not restricting future plans and build out of UDOT facilities.
- **Compatibility with existing and planned roadway and non-motorized facilities:** In coordination with local jurisdictions and POMSLA, and to supplement the civil conceptual plan set, develop a summary memo identifying where either roadway or non-motorized improvements are envisioned or existing, including in the areas immediately adjacent the UTA owned rail corridor. This forward compatibility helps ensure that sufficient space is maintained for these connections within the transit corridor.
- **Development Interests:** In conjunction with UTA's local agency coordination efforts, develop a summary memo documenting major adjacent development interests/plans as available, and characterizing developer/jurisdictional comments regarding the conceptual engineering concepts, requirements and constraints, and the potential effects or restrictions for adjacent site developers. Five developments have been identified near station locations along the corridor including; the Point, Highline, Gravel Pit, North Lehi and South Triumph Station sites.
- **Basis of Design Report:** Prepare conceptual Basis of Design report which shall provide a written understanding of the conceptual design steps which will lead to preliminary engineering (Task 7), including reference to technical decisions to be made during the course of project development. Significant engineering issues and potential design solutions will be highlighted. Compatibility memos and the development memo would be attachments to this report in its final version.
- **Develop rough order of magnitude preliminary cost ranges**

Assumptions

- In coordination with UTA, consultant will provide anticipated bus layover park and ride needs at station to define station programming.
- UTA will lead and the consultant will prepare for and support agency and stakeholder coordination.
- Any agreements which allow property access are to be obtained by others at no cost to Parametrix.
- UTA will provide input on use of electrical vehicles and any associated charging station locations.
- Use of AutoCAD version 2020 for design work.
- Cost estimate will utilize current and built BRT infrastructure project costs to generate rough order of magnitude costs based on the concept refinement cost. Similar methodology will be used as what was provided in Stage 1.

- A potential FrontRunner Point station would be a separate project from the Point of the Mountain project, and this scope does not address siting, design, operations, funding, environmental or implementation issues for the FrontRunner station itself, but rather is focused on the BRT connection to the station.

Deliverables

- Draft project design criteria
- Draft and Final Conceptual Basis of Design Report
- Draft and Final conceptual plan/profile and cross section sheets to define project footprint and general facility characteristics to support environmental review and agency/stakeholder coordination. Sheet set includes the following:
 - Up to 4 general sheets
 - Up to 20 conceptual plan and profile sheets
 - 1 typical gate crossing plan
 - 1 typical BRT station plan
 - Up to 5 typical cross sections for BRT guideway
 - Up to 3 bridge elevation plans
 - Plans show compatibility limits, UTA rail corridor right-of-way, project footprint, rough channelization limits, best known development plans adjacent to stations
- Draft and Final UDOT Compatibility Memo
- Draft and Final Roadway and Non-motorized Compatibility Memo
- Draft and Final Development Summary Memo
- Draft and Final rough order of magnitude cost ranges

Subtask 2.6 Operations and Maintenance Base Analysis

Subtask 2.6.1 Conceptual Operations Plan and Operation and Maintenance Base Siting Requirements

The Consultant shall support UTA in defining the maintenance and operations (O&M) facility requirements for meeting the BRT project's operating requirements. The additional fleet will result in the need for new operations and maintenance capacity. The Consultant will assess the location and site development feasibility assessment for a facility with the capacity to meet the fleet operations needs of this project, and with the potential for expansion to meet future ridership growth needs or potential extensions. At a conceptual level, the Consultant shall assist UTA in developing and confirming the following:

- Identification of additional fleet needs to operate the Point of the Mountain Project, including spares.
- Definition of maintenance base size and functional requirements for this project, with the presumption that the BRT line would be served by a fleet of battery-electric vehicles, and that the facility would be a satellite for maintenance, storage and charging, of this fleet with major maintenance, body shop and other functions carried out at UTA major bases.

SCOPE OF WORK (continued)

- The degree to which the facility requirements should have the potential to accommodate other potential extensions or bus facility operations and maintenance needs due to growth in this subarea of UTA's business unit, or adjacent business units, beyond the Point of the Mountain Project. This information or context, as available, is to be provided by UTA for the purposes of determining expandability requirements beyond the needs of the Point of the Mountain Project, but would not entail the Consultant conducting detailed operations assessments or planning of other line or system facility needs beyond the Point of the Mountain Project.
- Review of layover space and operator facility/comfort requirements at terminal stations
- General requirements for related to electrical bus technology choices being considered by UTA and the related maintenance and operations facility requirements for this Project, including facility assumptions such as bus charging facilities that may be needed within this corridor or within the base.
- Existing Operations and Maintenance Facility Standards, Plans or Other Documentation as available, providing context for the requirements for this facility.

Deliverables:

- Draft Technical Memorandum: Conceptual Operations Plan and Operation and Maintenance Base Siting Requirements. Note that Memo will be finalized with completion of subtask 2.6.2.

Subtask 2.6.2 Base Alternatives Screening and Concept Design

Based on the Operations and Base Site Requirements, and UTA's direction on the general location, size, function and potential expandability of the O&M as it relates to this project and other potential regional needs, up to 4 sites will be identified based on preliminary siting criteria. Input from the project and stakeholders and the public on potential sites will also be collected in conjunction with the outreach and involvement for concept refinements for the Preferred Alternative. One of the site options to be considered could potentially involve a hybrid of existing maintenance facility site expansion with a project charging base. This would allow a comparison of cost and operational tradeoffs between a satellite standalone facility near the project to a potentially more distant facility that could enjoy economies of scale from UTA's larger system or from multiple projects. This subtask will include the following:

- In conjunction with the development of a project description, the Consultant will coordinate with UTA to identify up to four sites with the potential to meet O&M facility requirements, including two or more sites on sites already owned by UTA or other public agencies.
- A two-level screening assessment of potential sites, narrowing to two or one for a level 2 assessment and conceptual design, with potential inclusion in the environmental document. Level one shall be based on general site requirements and related footprints and the above criteria. The efforts for the level 2 screening assessment of options will include the development and evaluation of up to two sites and yard schemes for each site, including site envelopes for future expansion.
- Summary of findings, including materials suitable for inclusion in FTA project initiation materials for Task 3, and for agency and public information, including conceptual site drawings.
- Conceptual site drawings and basis of design.

To support the feasibility assessment of the sites, the following information (or similar, to be determined jointly with UTA) will be developed to support evaluations:

Physical & Environmental Setting

SCOPE OF WORK (continued)

Jurisdiction
Property Ownership
No. of Parcels
Parcel size (acres)
Existing Land Use (by parcel) and potential displacements and relocations, if any
Adjacent Land Uses
Hazardous Materials Conditions
Zoning on an adjacent parcels
Demographic conditions, including for Environmental Justice Populations
Critical Areas including Streams, Wetlands, or Floodplains
Drainage
Parks or Trails
Noise-Sensitive Uses
Historic or Archaeological Properties
Topography
Priority Habitat Areas
System & Facility Siting and Operations
Ability to Meet Vehicle Storage and Circulation Needs
Site Expandability
System Operating Costs (level 2 only)
Site/Facility Development Costs, including Property Acquisition (level 2 Only)
Efficiency of Operations (level 2 only)
Site Access Constraints/Traffic (level 2 only)

Assumptions

- In coordination with UTA, the consultant will develop information on vehicle capacity and fleet size requirements and operations and maintenance capacity needs for the Point of the Mountain Project, incorporating headway and ridership projections, and travel time/layover assumptions, based on the Task 2.6.1 findings. UTA shall confirm the acceptability of this assessment for the purposes of identifying and evaluating potential sites and developing site concepts to be conducted in Task 2.6.2.
- UTA shall confirm the electric vehicle specifications to be assumed (and manufacturer if already known by the agency) to address the potential for an all-electric fleet and potential requirements for electrification/charging infrastructure at the base and along the corridor. UTA shall provide available information on electric bus charging pilot programs conducted to date and available information from the manufacturer or potential manufacturers of buses or charging infrastructure.
- UTA will provide existing base configurations, if expansions of existing bases are to be considered as potential alternatives.
- UTA will coordinate with consultant in providing future bus service expansion plans and information regarding other BRT system needs or improvements beyond the Point of the Mountain Transit Project.
- If joint development projects are to be considered within an integrated facility, the definition of the other facilities and their siting and design requirements would be provided by others (i.e., if a parking facility or TOD-style base is proposed for inclusion at the Point, others would be responsible for its development.
- Analysis of alternative private siting and service delivery options, such as a private vendor to modify existing private facilities or operate the facility, is not included.

SCOPE OF WORK (continued)

- Detailed building or architectural drawings are not included, but building types, footprints, layout and circulation will be shown to support the feasibility assessment and initial environmental review to support environmental scoping and consultations with FTA and project partners.

Deliverables

- Final Technical Memorandum: Conceptual Operations Plan and Operation and Maintenance Base Siting Requirements
- Technical Memorandum: Operations and Maintenance Base Site Evaluation and Screening
- Draft and Final conceptual plan/profile sheets to define project footprint and general facility characteristics to support environmental review and agency/stakeholder coordination.

Task 3: Environmental Analysis and Documentation

The Environmental Analysis and Documentation task is designed to support project readiness in seeking federal funds. This task covers the environmental review and documentation of the project consistent with NEPA. It is anticipated that an Environmental Assessment (EA) or potentially a DCE (Documented Categorical Exclusion) is the appropriate environmental review for this project. However, a final assessment of the level of documentation required will be made after review of the conceptual engineering definition and coordination with UDOT, local agencies and FTA, prior to the initiation of detailed environmental analysis and documentation.

All disciplines will be covered in the environmental document but the emphasis shall be on topics that, in conjunction with UTA and FTA, are determined to have a higher potential for impacts based on the project action. Based on our understanding of the project definition and environmental context of the area, the following disciplines are anticipated to require in-depth analysis and applicable supporting documentation: Transportation, Noise and Vibration, and Cultural and Historic Resources (Section 106). Subtasks associated with Task 3 include:

Subtask 3.1 Environmental Task Management

The Consultant will manage the work associated with performance of environmental tasks for the project. Environmental subtask management will include the following activities:

- Coordinate activities among the engineering team leads, environmental resource leads, and UTA
- Attend regular project team meetings as needed and manage relevant action items to keep the project on schedule.
- Coordinate and attend regular project environmental team meetings.
- Attend design team meetings, as needed.
- Prepare for and attend client and agency meetings.
- Facilitate and transfer project team information to geographic information systems, analysts, graphic artists, and editors.
- Investigate and coordinate environmental issues that might inform and shape design considerations.
- Report environmental budget, schedule, and progress toward completion on a monthly basis.

The Consultant will institute specific procedures for the quality control checking of environmental work in accordance with prescribed QA/QC procedures documented in the Quality Management Plan.

Assumptions

- Environmental Lead or designee will attend project team meetings, as needed for Subtask 1.2.
- Environmental Lead and key resource leads will attend interdisciplinary environmental team meetings, up to 12 meetings.

Deliverables

- Environmental team meeting agendas and action items for each meeting.

Subtask 3.2 Cooperating/Participating Agency Coordination

The Consultant will assist UTA on agency coordination activities related to Section 106, Section 4(f), Endangered Species Act compliance, and other state and federal permits and approvals. One of the major points of Agency coordination is anticipated to be with the State Historic Preservation Officer (SHPO), with the Consultant providing draft materials in conjunction with UTA and FTA. FTA is assumed to be the lead agency and will consult directly with the SHPO. Agency briefing meetings, including an initial project definition and approvals meeting, are assumed for other parties with potential jurisdiction, including the U.S. Fish and Wildlife Service (USFWS) and others as needed to share project information, but no formal consultations are assumed. Resource analysts will be available as needed with 1-week advanced notice to support agency coordination (i.e., archaeologists, historians, biologists, traffic and noise analysts, and other resource experts). This task includes invitations to cooperating agencies and a pooled resource to be applied at the direction of UTA for participating and cooperating agencies.

Assumptions:

The resource pool for agency coordination meetings assumes an average of two staff attending an assumed up to 10 meetings of approximately two hours in duration each, with two hours of management or staff time for preparation and reporting for each meeting. This task also assumes technical staff attending agency coordination meetings to serve as a technical resource for the project team.

Deliverables

- Agency coordination meeting materials, agendas and summaries/action items for each meeting, as applicable
- Draft approvals and permits listing for the proposed project

Subtask 3.3 NEPA Environmental Analysis and Documentation

To initiate this task, the Consultant will develop a project initiation package, including the purpose and need, a proposed project description, preliminary assessment of potential impacts, and supporting information, based on a brief summary of the results of the alternatives analysis, for use in consultation with FTA and UTA to determine the appropriate class of environmental document. For the purposes of the project initiation package, the purpose and need developed from Stage 1 will be reviewed and revised prior to inclusion in the package. The Point of the Mountain Transit Study Final Report would be made available to FTA for their review as supporting documentation in the Class of Action determination, but major revisions to that document or its conclusions are not anticipated. Clarifications and additional information to support the identification of the Preferred Alternative, if further information is requested by FTA, would be incorporated within the environmental documentation.

The NEPA environmental analysis will address all elements of the environment, and will include analysis of affected environment, impacts (operational and construction), indirect and cumulative effects, and mitigation. Environmental analysis will be based on the project footprint and associated areas of disturbance determined from Preferred Alternative refinements and conceptual engineering (Subtasks 2.4 and 2.5). The environmental document will include:

- **Technical Methodologies.** The Consultant will develop technical methodologies and proposed study areas, building on methods used for previous UTA BRT projects with federal involvement, and incorporating relevant FTA requirements and standard operating procedures as appropriate. The methods will be developed in parallel to the preliminary assessment of impacts for UTA/FTA and the initiation package, and will propose the level of supporting documentation to be developed for each topic, based on the initial impact assessment findings.
- **Acquisitions and Relocations** – This section will identify properties affected by type (residential, commercial, and public), and total displacements by type. Properties affected will be listed in tabular and mapped format.
- **Air Quality** – An air quality analysis will be performed to evaluate operational and construction impacts from the proposed project. The air quality analysis will compare and present the air quality impacts of the project, relative to No Build and address potential mitigation measures for impacts, if needed. It is assumed that the project will need to demonstrate conformity with the SIP for Salt Lake and Utah Counties.
- **Biological and Ecosystem** – This section will assess the potential for biological or ecosystem impacts, which planning to date show would be limited. The effort will also develop documentation demonstrating the potential presence or impacts to any species that are listed as threatened or endangered under the Endangered Species Act (ESA). This effort will also include the preparation of information for the FTA ESA Screening Checklist. The project is expected to have no effect on listed threatened or endangered species or ecosystems in the project study area. A contingency task is included with this scope if it is decided that a No Effect Document is needed to satisfy FTA's ESA compliance requirements.
- **Community and Social** – This section will examine the potential for the project's potential environmental impacts (applying the results of other topics areas such as noise, visual, transportation, and displacements) that may affect community cohesion, quality of life, and barriers to social interaction.
- **Economic** – the economic section will characterize the potential for adverse economic impacts based on displacements to properties or businesses, or the removal of tax generating properties for tax rolls. Based on planning information to date, the extent of full parcel property acquisitions would be limited and therefore direct economic impacts would also be limited. Future economic development potential is expected to be positive and would be referenced but not analyzed in detail.
- **Energy** – The energy section will discuss the long-term energy requirements of the project and construction related impacts, placed within the context of the regional transportation system's energy consumption. Consideration of use of electric vehicles will be discussed here, as applicable.
- **Environmental Justice** – This section will analyze the presence of minority and low-income populations (business owners, land owners, and residents) within about a quarter-mile of the study area. Based on findings from the Point of the Mountain Transit Study, acquisitions and displacements are unlikely, and most of the areas immediately adjacent to the alignment do not have minority or low-income populations. However, this section will also discuss outreach efforts targeted specifically at minority or low-income populations, as applicable.
- **Geology and Soils** – This section will describe geology and soil conditions in the project study area and any anticipated effects on slope and soil stability that would occur from the project.
- **Hazardous Materials** – This section will address potential environmental impacts related to known hazardous materials sites within 500 feet from the edge of the project alignment, focusing on the

acquisition of sites representing the highest level of complexity or concern that could impact the project's development. Regulatory database information on existing sites with known or potential contamination will be collected within the study area. This section will also include a categorization of known hazardous material sites by risk levels. FTA's Standard Operating Procedures regarding Environmental Site Assessments for properties to be acquired by grant applicants could be conducted during preliminary engineering, but is not included in this scope because property acquisition requirements remain preliminary. Completed Environmental Site Assessments may be a condition of FTA's NEPA approval under FTA's standard operating procedure 19, Consideration of Contaminated Properties, including Brownfields.

- **Historic and Cultural Resources** – This section will support UTA's/FTA's initiation process to complete the Section 106 process within the project's overall timeline leading to NEPA approval, and support for UTA's coordination with FTA, State Historic Preservation Officer (SHPO), Tribes and other consulting parties. The effort will include correspondence supporting the initiation of consultation identifying the proposed actions, setting, proposed area of effect (APE), and initiation of coordination with agencies and other stakeholders regarding historic and archaeological resources. The Consultant, which includes the cultural resource sub-consultant, Certus Environmental, will support UTA and FTA in developing the information, materials and recommended findings needed for FTA to conduct and complete the Section 106 process. The findings of all related desktop research and field studies will be documented in a Cultural and Historic Resources Technical Memorandum, prepared by Certus Environmental with support from the Consultant, and described in greater detail below and provided as an attachment.
- **Land Use** – Information will be provided on the existing and planned land uses and will summarize adopted comprehensive plans and zoning designations to support an evaluation of compatibility of proposed project with land use plans. Anticipated plans, including subarea plans, that are in development but not yet adopted will also be identified to support indirect and cumulative effects analysis, with outreach to developers, POMSLA and cities conducted in coordination with Task 2.
- **Noise and Vibration** – This section will analyze if the project will have the potential to increase noise or vibration based on FTA noise and vibration methodology and applicable UDOT standards and will be based on a Noise and Vibration Technical Memorandum prepared by subconsultant CSA Acoustics. More description of Technical Memoranda is described detail below and provided as an attachment.
- **Recreational** – This section will describe parks and recreation areas located in or adjacent to the study area, and assess potential impacts and mitigation needed.
- **Section 4(f) and Section 6(f)**. Based on previous research, no Section 4(f)/6(f) recreation or nature preserves qualifying as Section 4(f) resources are known to be in the study area or would potentially be affected by the project. The existing rail corridor owned by UTA, which has sections used as for non motorized trail purposes, is presumed to be primarily a transportation facility, which would require documentation by UTA as the owner. There is the potential that the prison site has buildings or elements that could be qualifying resources. This section would produce a technical memo/environmental appendix describing the project area in more detail and including the coordination, documentation and analysis of the survey of potential resources. This scope assumes no use resulting in an adverse effect to a Section 4(f) resource would occur, although de minimis findings or temporary occupancy exceptions may be involved. A contingency task is included with this scope in the event that a potential use with an adverse effect to a Section 4(f) property is involved, and a more complex Section 4(f) evaluation is needed.
- **Safety and Security** – This section will examine the potential for the project's potential environmental impacts on safety and security.
- **Transportation** – This section will be developed in Task 5.4, below.
- **Visual and Aesthetics** – This section will summarize impacts and potential mitigation, with a supporting memo to document the more detailed basis for the findings. The methodology used in this assessment

will be based upon the Federal Highway Administration (FHWA) visual impact assessment methodology. The selection of key observation points (KOPs) to be used in the assessment will be done in conjunction with UTA and input from affected cities. Up to eight locations for visual simulations would be developed in support of this assessment, with one simulation from the perspective of a representative viewer developed for each location to support the impact assessment. Features for planned communities or other pending developments/landscape changes by others would not be simulated but would be indicated with annotations. Other materials from cities or development interests, as available, would also be included in supporting documentation.

- **Water Resources** – This section will discuss water resources, including groundwater, water quality, streams, wetlands, and floodplains.
 - **Water Resources, including groundwater:** This section will describe existing drainage, groundwater, flooding, and water quality conditions in the study area. This task will also include measures to manage and treat stormwater runoff, in accordance with applicable local, state, and federal standards. In coordination with Task 2.5, the stormwater component will focus on identifying applicable requirements, the extent of approximate areas needed for facilities, and whether or not impacts would remain as a result of the project. Proposed design measures and best management practices (BMPs) will be identified, and if impacts remain, mitigation would be identified.
 - **Wetlands and Streams:** This section will assess the potential for stream or wetland impacts, which planning to date show would be limited. The wetlands and streams assessment will be coordinated with the biological and ecosystems analysis. The section will discuss any temporary or permanent impact to mapped streams or wetlands or alterations to streams and waterways within 50 feet of the project footprint. Based on planning to date, the project would have no direct physical impacts to wetlands or streams/waterways subject to the Clean Water Act; however, additional field reconnaissance will be performed to confirm the accuracy of available mapping data and review the potential for unmapped resources. This field reconnaissance would be conducted in areas where rights of entry are available. In areas where rights of entry are not available and land cannot be visually assessed in the field, available aerial photography and mappings will be used and the documentation will reflect the survey limitation. If impacts are identified, avoidance through design would be the first strategy to be explored, prior to further analysis and documentation. However, a contingency task is included with this scope in the event that a resource is identified and a physical impact to wetlands, streams, or other natural feature is possible, requiring detailed delineations, mappings, additional analysis and mitigation, including related NEPA/Section 404 consultations with other agencies.
 - **Floodplains:** This section will discuss if the proposed project is within the Federal Emergency Management Agency (FEMA) mapped 100-year floodplains. Planning information indicates that no portion of the proposed project is within a FEMA 100-year floodplain, but this will be documented. A contingency task is included with this scope in the event that the project involves fill or alteration of mapped floodplains and further mappings, coordination, analysis and mitigation is needed.
- **Utilities** – The section will describe existing major utilities and potential conflicts, including irrigation or water canals.
- **Construction** -- This section will describe the construction plan and identify impacts due to construction activities, including noise, visual, utility disruption, debris and spoil disposal, and staging areas. It will also address air and water quality impacts, visually quality and aesthetic, safety and security issues, and disruptions to traffic, utilities, and access to property.
- **Cumulative and Indirect Impacts** -- This section will identify other interrelated, indirect or cumulative actions within the study area, and discuss cumulative and indirect impacts related to the project action.

- **Mitigation** – Mitigation will be described within each resources section. This section will provide a summary mitigation table.
- **Preliminary list of permits** – This will include preparation of a preliminary list of environmental and other permits likely needed for construction and operation of the project.
- **Public Involvement** – This section will describe public outreach efforts undertaken for the project, including public meetings. It will also indicate any substantial concerns expressed by the agencies or the public regarding the project and how comments were considered in the project.
- **Environmental Assessment Public Comment and Response.** In conjunction with Task 4, Communications and Outreach, the Consultant will develop a document that collates, summarizes and responds to substantive comments on environmental effects.
- **Draft Finding of No Significant Impact.** To support FTA’s potential findings for the project, the Consultant will develop a draft Finding, including a project description, mappings, findings and mitigation commitments. An initial outline will be developed for review and comment by UTA and FTA prior to the development of this document.

It is anticipated that there will be many environmental elements that will not require the preparation of a technical report to support the environmental analysis. For these elements, the NEPA document section discussion will be sufficient to present the relevant findings, although background or source documents to file would be maintained.

Technical Reports/Memorandums

For some environmental elements, a more detailed analysis and/or discussion of impacts will be necessary beyond the environmental documentation findings section or their appendices. For these, it is anticipated that technical memoranda or technical reports will be prepared in support of the findings in the environmental document. Technical memorandum would include detailed technical information covering affected environment, impacts, and mitigation; these documents would be available for cooperating and participating agency review and would be finalized to be suitable for publication and citation in the environmental document. In this task, the Consultant team will also develop draft and final technical methodology memoranda for UTA review for these environmental elements. It is assumed technical reports or memoranda will be developed for the following environmental elements:

- Transportation (this work to be covered in Task 5.4)
- Hazardous Materials
- Visual and Aesthetics
- Noise and Vibration
- Historic and Cultural
- Section 4(f) Evaluation
- Water Resources, including wetland and stream survey and mapping memo

This task also includes the documentation effort and provides for document setup, style, nomenclature and format conventions, and the preparation and production of the environmental document through its rounds of review, preparing for its public release, including coordination of printing for distribution.

Working with UTA and FTA, this task will confirm the document’s format and style requirements. It also supports efforts to prepare an annotated outline and cover, cover sheet, table of contents, fact sheet, introduction & background section, appendices, glossary, and any other standard elements not described elsewhere in this scope of work.

SCOPE OF WORK (continued)

Assumptions:

- FTA's decision regarding whether a Documented Categorical Exclusion or Environmental Assessment will be made prior to the initiation of detailed documentation and analysis, including the completion of methods.
- Actions by others, including the removal of buildings within the Prison Site or any other alteration of landscapes or facilities, would be defined as separate projects and not a consequence of the proposed project.
- Applicable UTA Environmental Study Report Requirements would be addressed within the NEPA document and related processes
- Publication printing and distribution costs for the materials to be released will be UTA's responsibility.
- Parametrix will be responsible for maintaining the administrative record.
- Public outreach and comment response is covered under Task 4.1.

Deliverables

Prepare and edit four (4) drafts with iterations and one (1) final NEPA document (and referenced documents such as technical reports), including engineering drawings with basic project design) and summary documents, as follows:

- Project initiation package, including purpose and need, project description, and initial evaluation of effects
- Draft and Final Methodologies Memorandum
- Early annotated outlines of all products below, including draft and final outline of environmental document to be reviewed with UTA and by FTA.
- Draft and Final Noise and Vibration Technical Memorandum, including methodology.
- Draft and Final Historic and Cultural Resources Technical Memorandum, including methodology.
- Hazardous Materials Technical Memorandum
- Visual and Aesthetics Technical Memorandum
- Section 4(f) Evaluation
- Water Resources Technical Memorandum, including wetland and stream reconnaissance and mappings
- 1st Round NEPA Document for UTA review; Round 1B to consist of redline and comment response for UTA approval, leading to a clean version for FTA review.
- 2nd Round NEPA Document for an initial FTA administrative review; FTA environmental staff comments will be responded to in a redline version (version 2A) and a clean version (version 2B) will be prepared for FTA's second administrative review. A final version (version 2C) responding to FTA's second administrative review will be prepared and submitted to Cooperating agencies for review.
- 3rd Round NEPA Document for cooperating agency review. Cooperating agency comments will be incorporated, as applicable, into the 4th Round version.
- 4th Round NEPA Document for FTA/UTA review, provided in tracked change. Last FTA/UTA comments would be incorporated into a clean version 4A for FTA to conduct its legal review.
- 5th Round Final (signature-ready) NEPA Document as proposed for publication and for FTA approval and signature, including a draft federal register notice and public notice.
- Final Printer proof and electronic/web versions of all documents for public release and printed version (up to 75 hard copies and 50 CDs) and limited technical report copies (up to 15 of each and included on the CD) for distribution. The number for printing will be determined in conjunction with UTA staff.
- Environmental Assessment Public Comment Summary and Response Appendix
- Draft Finding of No Significant Impact

Subtask 3.4 Supplemental Environmental Analysis or Expanded Documentation

This supplemental task is identified to provide resources that would allow UTA to direct the Consultant to provide additional environmental support, assuming the scope of updated analysis would otherwise be similar to what is described above for the environmental document. It also would support documentation or analysis services for efforts such as environmental documentation to allow approvals needed for geotechnical drillings, archaeological investigations, wetlands reconnaissance, or other activities or analysis that may be conducted or required as part of the project's engineering, and environmental review and investigations. Other supplemental work could include the development of DCE's for activities within UDOT right-of-way, wetlands and stream delineations, Phase I or II Environmental Site Assessments for specific properties potentially to be acquired, and supporting ESA effects letters, additional Section 106 compliance documentation and procedures, including archaeological investigations, Section 404 consultations, and other environmental documentation that may be required by UTA, FTA, UDOT or FHWA. The specific products, procedures, and budget targets will be directed in writing by UTA, subject to the budget resource limits allocated to the supplemental task.

Subtask 3.5 GIS, Graphics, Simulations

Prepare maps, illustrations and renderings, photographs and other graphics supporting the project development, environmental documentation (includes mapping of right-of-way and other environmental resources), technical documents, public outreach and supporting the conceptual engineering tasks. Some GIS data collection and analysis efforts are also included in individual analysis tasks above, and this task is related to the creation of graphics and illustrations for publication. Data will be overlaid on maps, aerial photographs, and still photographs. This scope assumes up to 8 locations for 8 static visual simulations, perspective drawings, and/or renderings focused on impacts assessment, with an additional allowance for 4 simulations or renderings to support or illustrate project features. The Consultant will provide graphic services to support UTA with the graphics necessary to gain endorsement from stakeholders. For graphics and templates to be used for the NEPA document and supporting technical documents, the Consultant will prepare base graphics for UTA and FTA review and approval as part of the early review to confirm preferences by reviewing staff and ensure overall consistency of style.

Deliverables

Maps, illustrations and renderings, etc. to support project development, environmental documents (includes mapping of right-of-way and other environmental resources), technical documents, public outreach, and support of conceptual engineering tasks.

Task 4: Communications and Outreach

Consultant will provide support to UTA for the task as described below. The UTA Public Relations and Marketing Department and the Community Engagement Department will be responsible for leading this task. A joint UTA/Consultant workshop will be held at the onset of Stage 2 to further define these tasks, anticipated materials, and clearly define responsible parties for implementation.

Subtask 4.1 Agency, Stakeholder, and Public Outreach

UTA will lead this task with support for materials and project information from the Consultant. This task includes producing a Public Involvement Plan (PIP), ongoing outreach and general project coordination with agency and partner staff, public outreach activities, and documentation of outreach activities.

SCOPE OF WORK (continued)

The PIP will focus on continued engagement with major stakeholders and agency partners throughout Stage 2, culminating in the release of an Environmental Assessment and a public comment period. The PIP will identify project partners and stakeholders and activities to provide ongoing engagement. The PIP will also include a plan to engage the public and conduct public outreach pursuant to NEPA regulations for obtaining comments on the environmental document.

This task will reconvene the Steering Committee and TAC groups formed during Stage 1. It is anticipated that up to four meetings will be held with each group. The anticipated meeting points will be defined during development of the PIP in discussion with UTA.

This task will also incorporate general agency, stakeholder, and public outreach activities, including meetings and information developed through other tasks. This task will include coordinating up to two public meetings for Stage 2 of the project; one prior to the start of environmental analysis/documentation (to be held virtually), and one to solicit feedback on the draft environmental document (to be held publicly and virtually, condition dependent). This task will also provide documentation summarizing engagement activities, including public feedback throughout Stage 2. The record of formal public comments on the NEPA Environmental document and responses is included in Task 3.

Assumptions:

- UTA will lead development of activities for general agency and stakeholder engagement.
- Anticipated outreach activities with stakeholders and agency partners will be defined in the PIP, and Consultant will provide up to two staff for up to 16 meetings.
- Consultant will lead Steering Committee and TAC meetings, assume up to four meetings with each group.
- Consultant will develop content and schedule elements for public outreach activities and comment as it relates to NEPA documentation and processes, with support from UTA and guidance from FTA.

Deliverables

- Public Involvement Plan, to be developed by UTA in coordination with Consultant.
- Materials for up to two Public Meetings, technical content to be developed by Consultant in coordination with UTA.
- Materials and agendas for Steering Committee and TAC meetings, led by Consultant.
- Stage 2 Public Involvement Summary, to be developed by UTA in coordination with Consultant.
- Appendix to support NEPA documentation, led by Consultant.

Subtask 4.2 Communications

UTA will lead this task with support from the Consultant. UTA's social media channels will also be utilized to link public and stakeholders to the project website for project information. UTA, with support from the Consultant, will develop project information summaries, issue press releases, and public notices as necessary, as well as project updates on www.rideuta.com. UTA will also disseminate content for sharing/distribution by partner agencies and stakeholders, as needed.

Assumptions:

- Consultant will provide technical content to UTA.

- UTA responsible for all social media activities, website content updates.
- Up to four project updates during Stage 2.

Deliverables:

- Develop project status updates materials, as needed. Assume up to four updates with content produced by the Consultant in coordination with UTA.
- Develop, maintain, and update content for project information on the UTA website. Led by UTA with support from the Consultant.
- Develop content for other communication channels. Led by UTA with support from the Consultant.

Task 5: Traffic and Transportation Analysis

This task will include the traffic and transportation analyses, travel demand modeling, and documentation required to support conceptual engineering development (Task 2) and environmental analysis and documentation (Task 3). This task includes:

Subtask 5.1 Data Collection and Initial Refinement Concept Evaluation

Data will be collected for the following types of movements, times, and locations:

- AM/PM Intersections Turning Movement Counts
 - Vista Station Boulevard/FrontRunner Boulevard
 - Vista Station Boulevard/13490 South
 - Porter Rockwell Boulevard/14600 South
 - 14600 South/Pony Express Road
 - 14600 South/I-15
 - Highland Drive/Minuteman Drive
 - Highland Drive/Corporate Way
 - 600 West/Bangerter Highway Interchange
 - Digital Drive/Triumph Boulevard
 - Thanksgiving Way/Triumph Boulevard
 - Ashton Boulevard/Triumph Boulevard
 - Ashton Boulevard/Executive Parkway
- 48-hr Roadway Counts
 - Minuteman Drive in the vicinity of the gravel pits

This subtask will also include projected measures of impact/performance at these locations to support Preferred Alternative refinement to be conducted in Task 2.4.

Subtask 5.2 Traffic Modeling

VISSIM transportation models will be developed and run for the following conditions at Bangerter Highway crossing in Draper, I-15 Crossing in Draper, South Triumph Station access to Triumph Blvd, with an allowance for one additional location affecting an intersecting street or facility, based on agency coordination and methods development:

- Existing Conditions
- Forecast Year 2050 No Build
 - Qualitative measures of Refinement Options performance will be evaluated using No Build as the basis for up to three refinement options at up to three locations: Bangerter Highway crossing in Draper, I-15 Crossing in Draper, South Triumph Station access to Triumph Blvd.
- Forecast Year 2050 Build
 - Detailed analysis and simulations conducted for the Preferred Alternative as defined in the Conceptual Engineering plan set developed in Task 2.5.

In coordination with UTA, UDOT, and the local agencies, the Consultant will identify projects to be included in the forecast year simulations, including transit service integration considerations. This work will include coordination with UTA and partner agency staff. The traffic analysis will be coordinated with stakeholder agencies with regard to analytical approach, design standards, and relevant protocols. Based on the findings from this task, mitigation measures will be identified.

Subtask 5.3 Travel Demand Modeling

This subtask will include ridership forecasting and modeling coordination with WFRC, MAG, UTA, and UDOT as applicable.

Model runs will be provided for current year, opening year, and 2050 using WFRC/MAG Travel Demand Model and FTA Simplified Trips on Project Software (STOPS) models.

The WFRC/MAG model version that will be used for this work will be determined in coordination with WFRC/MAG and the project team. Underlying highway and transit network assumptions will be developed for both No Build and Build conditions for alternatives that will be run through the model.

Consultant will develop a base year ridership forecasting model for the Point of the Mountain corridor using the FTA (STOPS). The STOPS model is simplified implementation of conventional 4-step travel demand modeling procedures that relies on underlying Census data (CTPP) along with local transit service levels, ridership data and demographic information to develop transit ridership estimates. While the model was developed using detailed surveys and data from 15 metropolitan areas around the US, UTA has used its 2019 on-board survey to develop data specific to the region to calibrate and validate against local conditions. For the purposes of the Point of the Mountain project this initial base calibrated model set will be refined to focus the model specifically along the project corridor. Consultant will work with UTA transit staff to obtain the data needed to develop inputs for the STOPS model, such as current station boardings and route ridership, current schedules, and current transit performance metrics. UTA has already done work to format several pieces of data necessary for an incremental implementation of STOPS and this will be the starting point for Point of the Mountain forecasting efforts.

Consultant will coordinate with the project team to develop routing and station location alternatives that will be tested using both the WFRC/MAG model and the calibrated STOPS model. Scenario testing will include a

SCOPE OF WORK (continued)

reflection of background transit network changes that are needed to support the project as well as project specific assumptions such as station locations, routing, travel times and frequencies. Travel times will be developed for each alternative using current operating characteristics in the corridor along with estimates of travel time improvements related to stop spacing, signal/intersection treatments (if they exist for the project/alternative) and dwell times at stations.

Consultant shall complete the following items in support of transit ridership forecasts:

- 1) Consultant will assemble, review and document, the necessary input data for STOPS implementation for POM alternatives:

Source	Items	Description
Utah Transit Authority Staff	Current-year General Transit Feed Specification (GTFS) files	calendar.txt, frequencies.txt, routes.txt, stop_times.txt, stops.txt, trips.txt, pnr.txt etc.
	Current-year stop/station boarding counts for existing services	Daily (average weekday) boarding counts for existing stops/stations for all transit services included in the model
	Current-year route level transit ridership	Average weekday total daily ridership by route
	Historical route level ridership	Average weekday and annual total ridership by route – this will be used to help arrive at an annualization rate for transit service for use in FTA templates
	On-board Survey Data	UTA has a 2019 on-board survey that has been formatted for use in the STOPS model.
	Regionwide unlinked transit ridership (boardings)	Total transit boardings (unlinked trips) for the study region
WFRC/MAG Travel Demand Model	TAZ shape file with population/employment data by year	GIS shape file(s) of regional model TAZs with current year, opening year and horizon year population/employment included for each TAZ
	Zone-to-zone highway impedances and distances	Peak skims and distances from travel demand model (current year, opening year and horizon year)
Project Staff and Consultant Team	Project routing, station/stop locations	Routing along with stop/station x,y coordinates (decimal degrees) Indicator of whether stop/station location is at grade or grade separated and if park and ride access is available
	Service plan with detail sufficient to construct a schedule	Operating hours and frequencies for peak/off peak, travel speeds, distance between stations
	Transit changes associated with alternatives	Any changes in headway, routing, or other operational item that would change the transit network as part of the project This is needed for current-year and any horizon year that may be considered as part of the analysis – FTA only requires current-year for submittals

SCOPE OF WORK (continued)

- 2) Consultant will implement the existing conditions STOPS model, using the data collected in Step 1. It is believed that UTA already has an existing condition STOPS model in place so this task will include confirmation of all inputs/parameters, revisions to districts specific to the Point of the Mountain corridor and a re-run of the existing base year model to reach a calibrated base that includes Point of the Mountain district definitions. Consultant will adjust model as needed to arrive at a base/calibration condition for use in build model runs.
- 3) Consultant will coordinate with UTA and the project team to develop No Build transit assumptions for any year that will be run through the WFRC/MAG model and STOPS model. At this time, it is assumed this will be done for current year, opening year, and horizon year (2050). These No Build transit assumptions will be coded into formats needed for the WFRC/MAG model and in GTFS format for use in the STOPS model.
- 4) Consultant will coordinate with UTA and the project team to develop Build transit assumptions for any year that will be run through the WFRC/MAG model and STOPS model. At this time, it is assumed this will be done for current year, opening year, and horizon year (2050). These Build transit assumptions will be coded into formats needed for the WFRC/MAG model and in GTFS format for use in the STOPS model.
- 5) Consultant will develop project level travel times based on assumptions provided for routing/stations/operating characteristics (e.g. exclusive or mixed traffic right-of-way, signal preemption, dwell time, etc). These times will be incorporated into formats needed for the WFRC/MAG model and in Build GTFS coding for each alternative that will be run through the STOPS model.
- 6) Consultant will complete WFRC/MAG model and STOPS model runs for the project for a current-year scenario to inform how well the project would perform minus any demographic and transit changes in a horizon year. Looking at the project in this way is a current requirement of FTA for project submittals and allows for the evaluation of the project without other variables that may not be as certain in the forecasts (demographic changes, transit service plans etc.).
- 7) Consultant will complete WFRC/MAG model and STOPS model runs for the project for horizon-year scenarios to assess the transit ridership potential for each alternative resulting from both service changes and growth in households/population and employment.
- 8) Consultant will develop outputs from the WFRC/MAG model and STOPS model to support analysis of ridership impacts for each alternative.
- 9) Documentation: Consultant will document the implementation of the WFRC/MAG model and STOPS model, key inputs, alternatives coded into the model and forecast results.

Assumptions:

- Ridership forecasting will be led by Consultant.
- UTA already has on-board survey data formatted for use in an incremental implementation of the STOPS model and will provide that for use in this effort.

Deliverables:

- Existing conditions/base year calibrated STOPS model that has been adapted for use in the Point of the Mountain corridor.
- Current year STOPS model with both No Build and Build conditions for Point of the Mountain corridor.
- Opening year STOPS model with both No Build and Build conditions for the Point of the Mountain corridor.
- Horizon year (2050) STOPS model with both No Build and Build conditions for Point of the Mountain corridor.
- Ridership results from WFRC/MAG model for current year, opening year, and horizon year.

- Ridership Memo documenting forecasting methodology and ridership results.

Subtask 5.4 Technical Memorandum

This task will provide for the preparation of a Transportation Technical Memorandum analyzing the effects of the project Build and No Build conditions for the following transportation elements:

- Highway, arterials, and local street operations
- Transit operations
- General access and circulation near stations
- Nonmotorized facilities
- Parking
- Safety (all modes)
- Transportation impacts due to construction

Deliverables:

- Draft and Final Transportation Technical Memorandum methodology for UTA and agency review.
- Draft and Final annotated outline of Technical Memorandum for UTA review.
- First round Draft Transportation Technical Memorandum for UTA review.
- Second round Draft Transportation Technical Memorandum for agency review.
- Final Transportation Technical Memorandum.

Subtask 5.5 Transportation Section of Environmental Document

This subtask covers the preparation of the transportation section that will support the environmental review. The transportation section of the environmental review document will describe the affected environment, impacts, and proposed mitigation measures.

Assumptions

- The Transportation Technical Memorandum will be background documentation referenced in the environmental review

Deliverables

- Transportation section of the environmental document

Task 6: Funding, Implementation, and Operations

This task will include activities associated with project development, funding, implementation, and operations for Stage 2.

Subtask 6.1 Project Development Planning

This subtask provides UTA with an assessment of how the current Point of the Mountain project would rate as a Small Starts Project as well as recommendations, when needed, about how individual rating criteria could be improved in order to make the project more competitive.

As the agency discusses its path forward to funding it is important consider the various components of the Small Starts process, more specifically the milestone schedule and timing of information and funding commitments. To better understand the possible path forward into Small Starts the consultant team will develop a project specific Small Starts Milestone schedule accounting for adoption of the Preferred Alternative, NEPA, funding commitments and development of rating materials. Once an initial concept is created the project team can make changes to key dates and see how those changes affect the milestones in the Small Starts schedule. This tool can be used for both internal funding conversations as well as FTA briefings on future projects that may be seeking federal funds.

Deliverables:

- Snap shot of preferred alternative Small Starts ratings as well as recommendations, as needed, for how each rating could be improved
- High level Small Starts milestone schedule with durations and key inputs (e.g. information, funding requirements, etc.)
- Draft rating and draft timelines

Subtask 6.2 Funding and Implementation

Once updated costs have been produced as part of Task 2, a Funding and Implementation Plan will be developed. This plan will identify funding sources (including existing sources, new revenue options, potential legislative efforts, etc.), expected revenues (from ridership/fare collection, increases in property tax, and other revenue streams), implementation strategies, and a draft timeline for project delivery. The Consultant will facilitate development of a funding strategy for the Project by the Partners including funding of additional design required for subsequent phases of the Project.

Subtask 6.3 Operations Planning

The Consultant will also work with UTA to develop an operation plan for the transit system, which shall identify the operational entity, propose a business model, and recommend ways that the system may integrate or achieve economies of scale with the existing regional transit system. The operation plan will include cost estimates for operations and maintenance of the transit system associated with the project and its impact to the funding of existing and other planned transit projects.

Deliverables:

- Funding and Implementation Memorandum
- Operations Memorandum

Task 7: Preliminary Engineering (Optional)

This is an optional task to be funded through a separate Contract Amendment or Change Order, as needed. Activities are provided here for overall context of next steps after CE is completed.

Preliminary Engineering (PE) will consist of an interdisciplinary effort comprising civil engineering and architecture, etc., supported by land surveying, geotechnical investigations, and specific recommendations for discipline specifics. These integrated activities will support and assist the cost estimators, construction planners, and public involvement and community outreach teams in their respective efforts to define, develop, and advance the Point of the Mountain Project. This PE design will advance the preferred alternative through approximately 30 percent design. The PE Design documents will serve as a baseline for final design team and any applications to the FTA for approval to enter engineering.

Subtask 7.1 Preliminary Engineering Task Management

The Consultant will oversee, facilitate, and coordinate the technical efforts to develop and produce the PE deliverables and other documents described below, coordinate with UTA, UDOT, FHWA, FTA and local jurisdictions, and provide senior reviews for the engineering and architectural work products in accordance with the UTA design guidelines.

Subtask 7.2 Preliminary Engineering Phases and Submittals

The PE Draft phase will include development of the preliminary engineering design documents. Significant design issues, including comments on CE design submittals, are identified and resolved and the design details necessary to quantify the work developed. Work will include a draft version, comment period and a final submittal.

Subtask 7.3 Preliminary Engineering Design Criteria

Consultant will develop a project specific Preliminary Engineering Design Criteria (Design Criteria) document to provide technical guidance and consistency for the PE Design. This is an expansion upon the draft design criteria developed during Task 2.5. The Design Criteria will identify applicable design criteria, codes, etc., for civil roadway, trail design, traffic engineering and maintenance, structures, and utilities.

Subtask 7.4 Basis of Design Report

The Consultant will update the CE Basis of Design Report to reflect the preliminary engineering design. The Basis of Design Report will provide information such as:

- A written understanding of the preliminary design progression, including reference to technical decisions made during the course of the work.
- Descriptions of significant engineering issues encountered, potential design solutions considered and include recommendations for the final designer.
- The project Design Criteria that cite applicable agency (UTA, UDOT and other jurisdictions) design standards and criteria.
- Identifications of potential design variances or deviations, and reference specific technical memoranda and design reports prepared separately during the performance of the scope of work.
- A preliminary list of design variances identified during the development of PE design phase.

Subtask 7.4 Data Collection and Review

The Consultant will collect available information as below:

- Base map information within the project boundary area (supplementing Task 2.3)

- As-built plans of roadways, utilities, facilities, structures, etc.
- Existing and planned underground and above ground utility information. (supplementing Task 2.3)
- Available existing signal, illumination, and intelligent transportation system (ITS) as-built drawings.
- Traffic-related field data. This includes intersection signal poles, mast arms, traffic signal cabinets, illumination poles and major guide signs with structured base. Other traffic signs within the right-of-way will be verified as an adjunct to supplemental topographic surveying or field reviews for design by the Consultant.

Additional data collection and review efforts related with each discipline are listed under each discipline sections below.

Subtask 7.5 Ground Survey Data Collection

The Consultant will provide surveying services to support the engineering design efforts as described below. This work will supplement the survey base map from Task 2.3. The field survey data will be processed, and base map files created in AutoCAD. The Consultant shall set vertical and horizontal control. Additional ground survey data collection will occur during this subtask to supplement the Task 2.3 ground and lidar survey information.

Subtask 7.6 Roadways and Trails

The Consultant will perform civil engineering to support roadway and surface improvements within public rights-of-way to a Preliminary Engineering level of design completion. The design will be closely coordinated with the determination of the preferred roadway alignment throughout the project corridor. The Consultant will perform roadway and surface Improvement designs, including trails, based on information collected from the “Data Collection and Review” task. Design of affected street elements will adhere to the Design Criteria and match existing conditions to the maximum reasonable extent.

The Consultant will communicate with UTA staff regarding existing and proposed capital improvement projects from host jurisdictions along the alignment, evaluate potential impacts or schedule conflicts and provide recommendations to mitigate. The information will be identified in plans and/or Basis of Design Report, as appropriate.

Local jurisdictions require permits for any construction activity that disrupts traffic, restricts access or modifies any infrastructure within the right-of-way or for any private use of the public right-of-way. The Consultant will compile a list of required permits based on the various activities proposed in affected jurisdictions. The information will be identified in plans and/or Basis of Design Report, as appropriate.

Subtask 7.7 Traffic Engineering

The Consultant will perform traffic engineering including traffic maintenance to a PE level of design completion. Work will include development of signal design summary memorandum, intersection/channelization plans, traffic signal plans, preliminary illumination plans and maintenance of traffic/closure/detour route plans. ITS and supplemental gate and signal information related to intersections will be defined.

Subtask 7.8 Right-of-Way

The Consultant will prepare Preliminary Right-of-Way Plans, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries. Due to the

anticipated project schedule and required time for property acquisition it is assumed that at 30 percent design submittal the Consultant will have completed PE level right-of-way plans, ALTA survey, and exhibits for acquisition of temporary and permanent property rights.

Subtask 7.9 Geotechnical

The Consultant will perform geotechnical engineering services along the BRT alignment in support of the FEIS and PE. The scope of geotechnical work will generally consist of collection of existing information, subsurface borings and excavations, testing and laboratory analyses that will be documented in reports of existing conditions data along with design considerations developed from evaluation of the subsurface conditions. The intent of the scope of work is to collect subsurface data and develop geotechnical findings and recommendations along the preferred alignment sufficient for a PE level of design completion agreed upon with UTA.

Subtask 7.10 Structures

The Consultant will prepare structural engineering plans and related documents to support a Preliminary Engineering design level of completion for new structures, modifications of existing structures, and seismic retrofits proposed along the preferred BRT alignment.

The Consultant will perform work required to complete a TS&L Study for the Elevated Guideway Structures listed as typical elevated structures and long span structures below. The study will include structural analyses, identification and evaluation of long-term maintenance requirements, cost estimates and comparison of construction durations for up to two structural alternatives.

The elevated guideway superstructure types to be analyzed include concrete box girders as the preferred structural option. Bent types to be considered will include single column bents as well as straddle bents. Foundations will consider drilled shafts and spread footings as appropriate.

Comparison of structural alternatives will consider potential for construction contract packaging (different contractor's means and methods), aesthetics, visual continuity, and cost.

Bridge plan and elevation will be created for up to two alternatives of typical elevated guideway types.

Subtask 7.11 Drainage

The Consultant will prepare drainage engineering plans and related documents to generally support a PE design level of completion for new drainage facilities and modifications of existing facilities proposed along the preferred BRT alignment, including relevant site explorations, modeling, and technical analyses. Drainage requirements for the proposed BRT guideway, stations and roadways affected by the project will be determined per the Design Criteria and will consider the design requirements within each of the agencies along the corridor.

Subtask 7.12 Utilities

The utilities engineering consists of assessing utility impacts due to the proposed transit project, preparing plans for the relocation of existing lines and installation of new facilities to a PE design level of completion. Base maps will be overlaid with proposed facilities to identify utility conflicts. Proposed relocation alignments for impacted utilities will be shown on composite utility drawings. The disposition or relocation of affected public "wet" utilities (water, sanitary, etc.), private "dry" utilities (power, gas, telecommunications, etc.), and new service requirements

for light rail facilities, will be determined in coordination with the respective utility owner/agencies and shown on the composite utility drawings.

Subtask 7.13 Architecture and Urban Design

The Consultant will advance the station designs, urban design, the site urban and landscape design along the length of the preferred alignment that were developed during the DEIS/Conceptual Engineering phase, including support of preliminary civil engineering, and site design program elements. Work will include BRT branding of stations and typology of stations.

Site Design will define the location of site program elements, site circulation, and station layout. Station access points will accommodate multi-modal transportation and facilities such as kiss-and-ride, paratransit, bus connections, and bike and pedestrian access. Along with zoning code requirements for property setbacks, required landscaping, building height restrictions, etc., Site Design will also address transitional conditions with anticipated adjacent work by others.

Subtask 7.14 Streetscape, Urban Design and Landscaping

The Consultant will consider streetscape, urban design, and landscaping along the entire alignment. The Consultant will update the assumptions in the Conceptual Engineering Update phase and coordinate relationships with other corridor elements. Consultant will define the recommended extent and type of landscaping in coordination with UTA and the authorities having jurisdiction in the Preliminary Engineering. Consultant will also develop a method of identifying and describing types of landscaping and illustrating their locations for the purposes of quantifying and cost estimating the extent of landscape areas. Additional elements of streetscape and urban design will be identified and captured for inclusion in the cost estimate. The Consultant will evaluate and coordinate urban design integration of systems elements including but not limited to walls, retained cut and fill, stormwater strategies, and existing tree and vegetation conditions.

Subtask 7.15 Communications

The Consultant shall design the Communications systems based on UTA Bus Rapid Transit Design Criteria, Chapter 14. Compatibility with existing system configurations, architecture and equipment shall be of paramount consideration for the preliminary design. The Communication Basis of Design report will confirm the feasibility of the expansion of the systems and itemize any identified unresolved issues or effects of any alternatives under discussion.

Subtask 7.16 Video Simulations

Using the existing digital terrain model (DTM) and topography, create a video simulation/animation to reflect the preliminary design features included in the Preliminary Design for the Preferred Alternative. The simulation/animation and DTM are not intended to be used for construction or replace, amend or modify the Preliminary Design drawings prepared by the Consultant. Video simulations are intended to support public outreach.

Subtask 7.17 Sustainability and Low Impact Development

The Consultant will develop a sustainability technical memorandum with supporting documentation detailing three to five potential measures, beyond those required, that would provide the greatest benefit in terms of system access, community connectivity and resource conservation.

Potential low impact development (LID) measures adjacent to the corridor will be investigated and may include, but are not limited to, grassy strips, bio-filtration swales, rain gardens, permeable pavement, engineered soils and runoff dispersal. Quantitative reductions in stormwater runoff will be estimated for each LID measure and stormwater facilities development will take into account the resultant reductions in stormwater flow. Pollutant reductions will also be considered.

Subtask 7.18 Cost Estimate

Baseline cost opinions of probable cost will be prepared for submittal at the preliminary engineering draft and preliminary final level plans (i.e. for each design phase). In addition, up to five (5) alternatives during the CE phase could be provided. The Cost Estimate Reports will be prepared to a level of detail commensurate with the level of design definition and as defined by the Association for the Advancement of Cost Engineering International (AACE) unless otherwise directed.

Subtask 7.19 Constructability Review

A Constructability Review of the engineering plans, costs, and construction schedule will be conducted immediately following the Draft PE design submittal. The Constructability Review will identify and review construction issues and their impacts on specific elements of the design. One review session will be conducted for the alignment.

Task 8: Station Area Planning (Optional)

This is an optional task to be funded through a separate Contract Amendment, as needed. Activities are provided here for overall context of next steps after CE is completed. The purpose of this task will be to coordinate and advance the planning and design of station areas to support UTA and project partners in synergizing the transit land use connection and facilitating cohesive urban design along the corridor. Subtasks for this task are likely to include:

Subtask 8.1 Corridor and Station Area Community Conditions Review

The intent of this subtask is to assemble information on the physical, economic, and social character of communities within the corridor and station areas. In addition to physical and environmental features, the database will include sensitive physical and social features, existing and proposed future land use conditions, non-motorized and motorized access sheds, and demographics.

Subtask 8.2 Station Area Planning

Station area planning efforts will be coordinated with planners, architects, structural engineers, and station planners and will include:

- Grading concepts
- Parking, access, and vehicle circulation needs
- Transit facility design requirements
- Prototypical station designs
- Pedestrian and bicycle facilities and circulation needs
- Detention/retention and stormwater management requirements

- Utility/service needs

Subtask 8.3 Station Urban Design Concepts

Urban design concepts will focus on the station and supporting facility layout and demonstrate how station facilities can be integrated into the surrounding urban context, within the ½ mile walkshed from the station. Design concepts will seek to balance and optimize land use and transit oriented development, station access, and local transit integration as outcomes of good urban design.

Subtask 8.4 Future Land Use and Transit Oriented Development

The Consultant will refine and advance the analysis of real estate development propensity for station locations. The development propensity work in this phase will provide additional details on the potential for Transit Oriented Development (TOD) to occur around stations. The Consultant will coordinate with UTA TOD staff and other UTA staff working on the Point of the Mountain TOD Analysis and Implementation Plan.

Subtask 8.5 Multimodal Station Access

The Consultant will conduct analysis and coordinate with affected cities, UTA, and other relevant agencies in the corridor to develop transit, pedestrian, bicycle, and curb space usage plans for the Preferred Alternative.

Subtask 8.5 Station Design Stakeholder Engagement

The Consultant will support UTA in conducting station area design workshops/charrettes and agency meetings at varying scales. The Consultant will be responsible for the organizational aspects of these events including preparation of graphics, staffing, and documentation. This task covers technical staff participation at these events.

Not-to-Exceed Amounts: All amounts for both labor hours and cost/price shown in the Budget – Attachment B are not-to-exceed (NTE) amounts. The Consultant will be reimbursed for hours and cost incurred up to the NTE amount provided milestone deliverables are provided in a satisfactory manner and claimed costs are allowable.

Invoicing and Payments: Consultant may invoice on a monthly basis for verifiable and allowable hours and costs expended during the preceding month provided that associated deliverables which are due have been delivered in accordance with the Project Schedule contained in Schedule – Attachment C and are acceptable to UTA.

Attachment A – Project Description

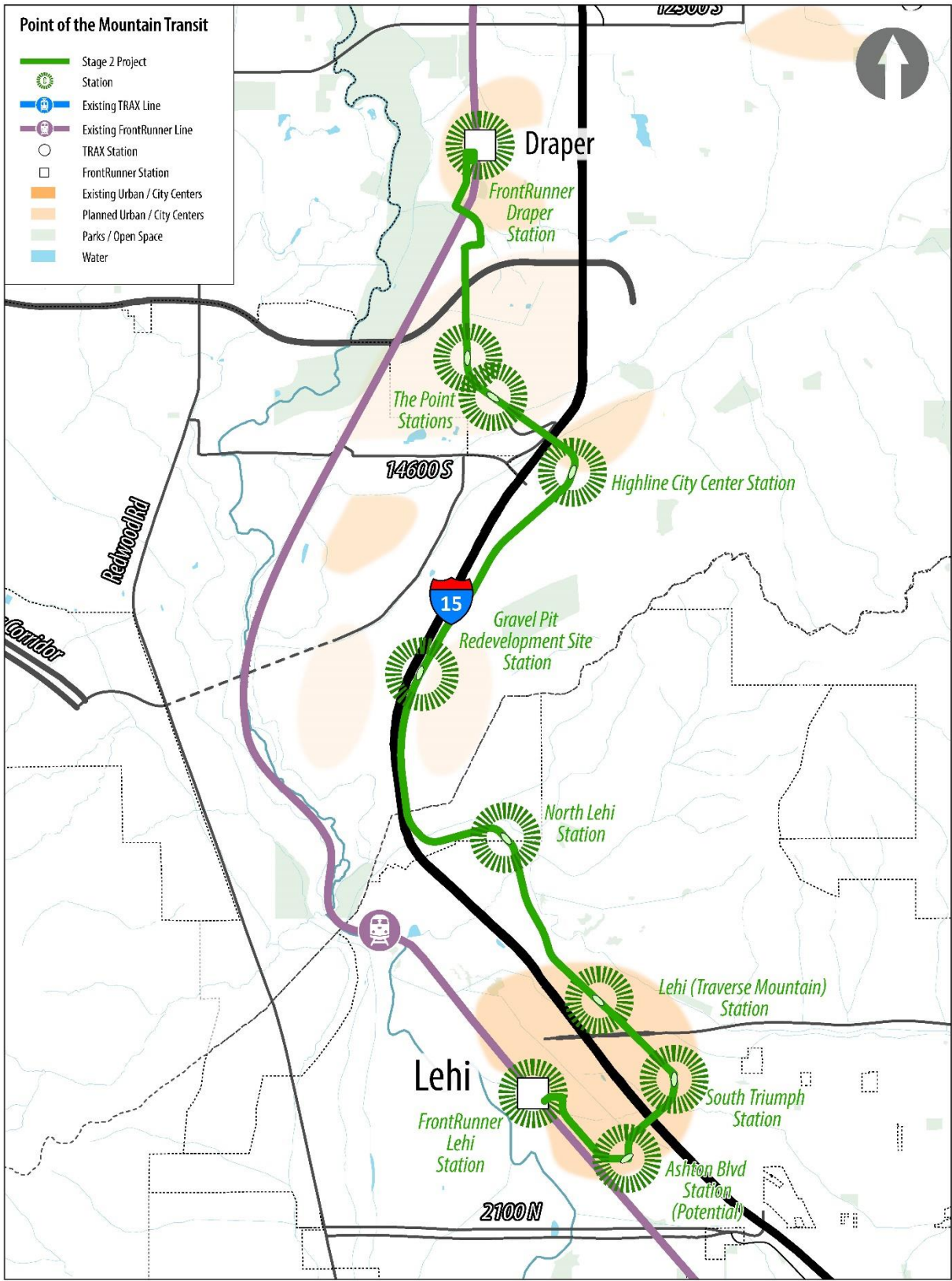


Figure 1. Project Description

Attachment A – Project Description

Stage 2 Funding -- Project Description

This project description covers engineering activities related to Stage 2A funding. This 8.4-mile alignment would operate as BRT, starting on the north end at the existing FrontRunner Draper Station and terminating south of SR-92 in Lehi at the South Triumph Station (Figure 1). From the Draper FrontRunner Station, the alignment utilizes the existing station located west of the tracks. The alignment would follow the existing roadway network in mixed use traffic along Vista Station Boulevard, before transitioning to business access and transit only lanes. It would follow 600 West, until turning southeast to elevate over Bangerter Highway and associated on/off ramps, and back to grade prior to the transmission lines. The alignment travels southeast across The Point site, serving two stations, and then transitioning to retained fill and an elevated structure to cross over I-15 to access the Highline City Center Station within the existing UTA owned right-of-way. From here, the alignment continues south, following the UTA right-of-way serving two additional stations (North Lehi and Lehi/Traverse Mountain) and crossing SR-92 on an elevated structure. After returning to grade, the alignment continues along the UTA right-of-way to the South Triumph Station. From the South Triumph Station, the alignment accesses Triumph Boulevard likely utilizing the local roadway network. The alignment turns west on Triumph Boulevard, crossing I-15, and turning north onto Ashton Boulevard. The alignment continues along Ashton, potentially serving an additional station, before terminating at FrontRunner Lehi.

The alignment has ten stations:

- FrontRunner Draper
- The Point Station #1
- The Point Station #2
- Highline City Center
- Gravel Pit Redevelopment Site
- North Lehi
- Lehi (Traverse Mountain)
- South Triumph
- Ashton Boulevard
- FrontRunner Lehi

Project partners expressed a strong desire for the Preferred Alternative to offer “gold standard” BRT transit service with the following key features:

- Nearly 90% exclusive guideway for transit to operate outside of traffic. Additional features such as gated crossings, level boarding vehicles, and high frequency service would also be considered to help maximize speed and reliability.
- A guideway with an attractive urban design and distinctive, high-quality station areas that feature off-bus payment, real-time travel information and wayfinding, amenities to enhance passenger comfort and safety, and consistent branding.
- More flexibility to accommodate stations that fit within existing and planned development, including the potential for two stations at “The Point.”

Attachment B - Budget Point of the Mountain Stage 2A Estimate Summary

Labor Summary

Task	Hours	Subtotal
1. Project Management	1,386	\$ 286,294.93
2. Preferred Alternative Refinements and Conceptual Engineering	9,238	\$ 1,530,582.04
3. Environmental Analysis and Documentation	5,142	\$ 811,062.98
4. Communications and Outreach	1,036	\$ 158,656.88
5. Traffic and Transportation Analysis	1,888	\$ 303,316.44
6. Funding, Implementation, and Operations	610	\$ 132,070.56
7. Preliminary Engineering (optional - not estimated)		
8. Station Area Planning (optional - not estimated)		
Total Labor	19,300	\$ 3,221,983.83
Total Direct Expenses		\$ 81,014.80
Escalation		\$ 159,679.00
Stage 2 Total		\$ 3,462,677.63

164

Attachment B - Budget

Firm	Certus Environmental Services	19-03038TP - Point of Mountain Alternatives Analysis - Stage 2A				
Employee		Archaeologist	Administrative			
Role		Historian	Clerical	Direct Expense(s)	Totals	
	Composite Rate	\$113.93	\$47.74			
Tasks and Subtasks					Hours	Budget
Task 1 - PROJECT MANAGEMENT		0	0		0	\$ -
Task 2 - CONCEPT REFINEMENTS AND CONCEPTUAL ENGINEERING		120	120		240	\$ 19,400
2.6	Conceptual Operations and Maintenance Base Analysis	120	120		240	\$ 19,400
Task 3 - ENVIRONMENTAL ANALYSIS AND DOCUMENTATION		88	24		112	\$ 11,172
3.2	Agency Coordination	8	8		16	\$ 1,293
3.3	NEPA Environmental Analysis and Documentation	80	16		96	\$ 9,878
Task 4 - COMMUNICATIONS AND OUTREACH		0	0		0	\$ -
Task 5 - TRAFFIC AND TRANSPORTATION ANALYSIS		0	0		0	\$ -
Task 6 - FUNDING, IMPLEMENTATION, AND RISK ASSESSMENT		0	0		0	\$ -
		208	144		352	\$ 30,572
Total Labor Budget		\$ 23,697	\$ 6,875			\$ 30,572
Direct Expenses				\$ 181		
	Travel Expenses			\$ 101		
	GPS Unit			\$ 50		
	Digital Camera			\$ 30		
Total Cost		\$ 23,697	\$ 6,875	\$ 181		\$ 30,753

Attachment B - Budget

Firm	CSA Acoustics		19-03038TP - Point of Mountain Alternatives Analysis - Stage 2A			
Employee		Meister, Lance				
Role		Principal Associate	Associate	Direct Expense(s)	Totals	
	Composite Rate	\$157.22	\$103.05			
Tasks and Subtasks					Hours	Budget
Task 1 - PROJECT MANAGEMENT		0	0		0	\$ -
Task 2 - CONCEPT REFINEMENTS AND CONCEPTUAL ENGINEERING		120	300		420	\$ 49,781
2.6	Conceptual Operations and Maintenance Base Analysis	120	300		420	\$ 49,781
Task 3 - ENVIRONMENTAL ANALYSIS AND DOCUMENTATION		52	100		152	\$ 18,480
3.3	NEPA Environmental Analysis and Documentation	44	76		120	\$ 14,749
3.5	GIS, Graphics and Simulations	8	24		32	\$ 3,731
Task 4 - COMMUNICATIONS AND OUTREACH		0	0		0	\$ -
Task 5 - TRAFFIC AND TRANSPORTATION ANALYSIS		0	0		0	\$ -
Task 6 - FUNDING, IMPLEMENTATION, AND RISK ASSESSMENT		0	0		0	\$ -
		172	400		572	\$ 68,262
Total Labor Budget		\$ 27,042	\$ 41,220			\$ 68,262
Direct Expenses				\$ 50		
	Travel Expenses			\$ 50		
	GPS Unit					
	Digital Camera					
Total Cost		\$ 27,042	\$ 41,220	\$ 50		\$ 68,312

Attachment B - Budget

Firm	Krebs		19-03038TP - Point of Mountain Alternatives Analysis - Stage 2A		
Employee			Krebs, Rick		
Role			Lead Cost Estimator	Direct Expense(s)	Totals
	Composite Rate		\$228.00		
Tasks and Subtasks				Hours	Budget
Task 1 - PROJECT MANAGEMENT			0		\$ -
Task 2 - CONCEPT REFINEMENTS AND CONCEPTUAL ENGINEERING			80		\$ 18,240
2.5	Conceptual Engineering		80		\$ 18,240
Task 3 - ENVIRONMENTAL ANALYSIS AND DOCUMENTATION			0		\$ -
Task 4 - COMMUNICATIONS AND OUTREACH			0		\$ -
Task 5 - TRAFFIC AND TRANSPORTATION ANALYSIS			0		\$ -
Task 6 - FUNDING, IMPLEMENTATION, AND RISK ASSESSMENT			0		\$ -
			80		\$ 18,240
Total Labor Budget			\$ 18,240		\$ 18,240
Direct Expenses				\$ -	
Total Cost			\$ 18,240	\$ -	\$ 18,240

Attachment B - Budget

Firm	Terracon Consultants	19-03038TP - Point of Mountain Alternatives Analysis - Stage 2A				
Employee		Chesnut, Rick	Molthen, Charles			
Role		Sr. Principal	Department Manager	Direct Expense(s)	Totals	
	Composite Rate	\$218.54	\$147.88			
Tasks and Subtasks					Hours	Budget
Task 1 - PROJECT MANAGEMENT		0	0		0	\$ -
Task 2 - CONCEPT REFINEMENTS AND CONCEPTUAL ENGINEERING		92	320		412	\$ 67,427
2.4	Concept Refinements and Screening	60	80		140	\$ 24,943
2.5	Conceptual Engineering	16	120		136	\$ 21,242
2.6	Conceptual Operations and Maintenance Base Analysis	16	120		136	\$ 21,242
Task 3 - ENVIRONMENTAL ANALYSIS AND DOCUMENTATION		0	0		0	\$ -
Task 4 - COMMUNICATIONS AND OUTREACH		0	0		0	\$ -
Task 5 - TRAFFIC AND TRANSPORTATION ANALYSIS		0	0		0	\$ -
Task 6 - FUNDING, IMPLEMENTATION, AND RISK ASSESSMENT		0	0		0	\$ -
		92	320		412	\$ 67,427
Total Labor Budget		\$ 20,106	\$ 47,322			\$ 67,428
Direct Expenses				\$ -		
Total Cost		\$ 20,106	\$ 47,322	\$ -		\$ 67,428

Attachment B - Budget

Firm	Zions Financial		19-03038TP - Point of Mountain Alternatives Analysis - Stage 2A		
Employee	Becker, Benj				
Role	Vice President		Direct Expense(s)	Totals	
	Composite Rate	\$205.00			
Tasks and Subtasks			Hours	Budget	
Task 1 - PROJECT MANAGEMENT		0	0	\$ -	
Task 2 - CONCEPT REFINEMENTS AND CONCEPTUAL ENGINEERING		0	0	\$ -	
Task 3 - ENVIRONMENTAL ANALYSIS AND DOCUMENTATION		0	0	\$ -	
Task 4 - COMMUNICATIONS AND OUTREACH		0	0	\$ -	
Task 5 - TRAFFIC AND TRANSPORTATION ANALYSIS		0	0	\$ -	
Task 6 - FUNDING, IMPLEMENTATION, AND RISK ASSESSMENT		120	120	\$ 24,600	
6.1	Funding and Implementation	120	120	\$ 24,600	
		120	120	\$ 24,600	
Total Labor Budget		\$ 24,600		\$ 24,600	
Direct Expenses			\$ -		
Total Cost		\$ 24,600	\$ -	\$ 24,600	

Fri 4/23/21																															
ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023	
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	Point of the Mountain Transit Schedule																														
2	Task 1 Project Management	100 wks	Mon 5/31/21	Fri 4/28/23																											
3	1.1 Project Management Activities (ongoing)	100 wks	Mon 5/31/21	Fri 4/28/23																											
4	1.2 Team Meetings (ongoing)	100 wks	Mon 5/31/21	Fri 4/28/23																											
5	1.3 Project Management Plan	8 wks	Mon 5/31/21	Fri 7/23/21																											
9	1.4 Quality Management Plan	8 wks	Mon 5/31/21	Fri 7/23/21																											
13	1.5 Administrative Record (ongoing)	0 wks	Mon 5/31/21	Mon 5/31/21																											
14	1.6 Risk Assessment	29 wks	Mon 5/31/21	Fri 12/17/21																											
19	Task 2 Concept Refinements and Conceptual Engineering	41 wks	Mon 5/31/21	Fri 3/11/22																											
20	2.1 Engineering Task Management (ongoing)	32 wks	Mon 5/31/21	Fri 1/7/22																											
21	2.2 Agency/Stakeholder Coordination (ongoing)	32 wks	Mon 5/31/21	Fri 1/7/22																											
22	2.3 Survey Base Mapping	4 wks	Mon 5/31/21	Fri 6/25/21																											
23	2.4 Concept Refinements and Screening	18 wks	Mon 6/28/21	Fri 10/29/21																											
31	2.5 Conceptual Engineering (CE)	37 wks	Mon 6/28/21	Fri 3/11/22																											
60	2.6 Operations and Maintenance Base Analysis	35 wks	Mon 5/31/21	Fri 1/28/22																											
87	Task 3 Environmental Analysis and Documentation	92 wks	Mon 7/26/21	Fri 4/28/23	24																										
88	3.1 Environmental Task Management																														
Project: POM Stage 2 Schedule Date: Fri 4/23/21		Task		Project Summary		Manual Task		Start-only		Deadline																					
		Split		Inactive Task		Duration-only		Finish-only		Progress																					
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																					
		Summary		Inactive Summary		Manual Summary		External Milestone																							
1																															

Attachment C - Schedule

Fri 4/23/21																															
ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023	
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
89	3.2 Agency Coordination																														
90	3.3 NEPA Environmental Analysis and Documentation	92 wks	Mon 7/26/21	Fri 4/28/23	24																										
151	3.4 Supp Environmental Analysis/Expanded Documentation	79 wks	Wed 10/20/21	Tue 4/25/23	91																										
152	3.5 GIS, Graphics and Simulations (ongoing)	91 wks	Mon 7/26/21	Fri 4/21/23	22																										
153	Task 4 Communications and Outreach	100 wks	Mon 5/31/21	Fri 4/28/23																											
154	4.1 Agency, Stakeholder and Public Outreach (TENTATIVE)	100 wks	Mon 5/31/21	Fri 4/28/23																											
166	4.2 Communications (TENTATIVE)	96 wks	Mon 6/28/21	Fri 4/28/23																											
172	Task 5 Traffic and Transportation Analysis		Mon 5/3/21																												
173	5.1 Data Collection	4 wks	Mon 7/26/21	Fri 8/20/21	24																										
174	5.2 Traffic Modeling	18 wks	Mon 7/26/21	Fri 11/26/21																											
178	5.3 Travel Demand Modeling	22 wks	Mon 11/1/21	Fri 4/1/22																											
185	5.3 Technical Memorandum	26 wks	Mon 10/4/21	Fri 4/1/22																											
198	5.4 Transportation Section of Environmental Document	4 wks	Mon 3/28/22	Fri 4/22/22																											
201	Task 6 Funding, Implementation, and Operations	64 wks	Mon 5/31/21	Fri 8/19/22																											
202	6.1 Project Development Planning	20 wks	Mon 11/1/21	Fri 3/18/22																											
205	6.2 Funding and Implementation	58 wks	Mon 5/31/21	Fri 7/8/22																											
213	6.3 Operations Planning	20 wks	Mon 4/4/22	Fri 8/19/22																											
Project: POM Stage 2 Schedule Date: Fri 4/23/21		Task		Project Summary		Manual Task		Start-only		Deadline																					
		Split		Inactive Task		Duration-only		Finish-only		Progress																					
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																					
		Summary		Inactive Summary		Manual Summary		External Milestone																							
2																															



655 7th Avenue
Salt Lake City, UT 84103
(801) 230-7260

Historic/Cultural Scope of Services and Cost Outline

Project Name: Point of the Mountain Common Ground Transit Alt.

Date: February 22, 2021

Client Name: Parametrix

Project Understanding

Parametrix is assisting the Utah Transit Authority (UTA) in conceptualizing and evaluating a potential new transit system near the Point of the Mountain in Salt Lake and Utah counties. Prior screening efforts have identified a preferred alternative referred to as the Common Ground alternative. UTA is preparing to advance this alternative for further evaluation under applicable regulation. Because UTA may seek federal funding for future phases of the project, including construction, they desire the pending evaluation to meet the standard of federal environmental review regulations, including the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Parametrix has requested a proposal from Certus Environmental Solutions (Certus) to assist them and UTA in fulfilling the requirements of the NHPA and its implementing regulations at 36 CFR 800. The scope of work and cost outline anticipated for Certus are outlined below.

At present, the Common Ground alternative extends from an existing FrontRunner station in Draper to a proposed new station location in Lehi known as the Traverse Mountain Station. This corridor measures approximately 8.5 miles long based on digital files provided to Certus. Eight station locations are currently proposed to be located along the route, including the existing Draper FrontRunner Station. For the purpose of the cultural resource analysis that would be conducted by Certus, the scope and cost outline set forth below assumes that the area to be assessed for cultural resources will not extend more than 15 meters (50 feet) beyond the edge of existing pavement on both sides of existing roads within which the new transit system would operate and would not exceed 30 meters (100 feet) in total width where new transit system would operate on newly constructed routes. Certus also assumes that select locations along the proposed project corridor where the transit system would cross existing facilities, such as I-15, and new structures/bridges may be built would require a slightly larger cultural resource assessment area to accommodate structure location shifts, work spaces, etc.

Scope of Work

❖ **Task 1, Subcontract Administration & Meetings:** Under this task, Certus will

- Manage daily schedule and budget for the assigned tasks
- Maintain open communication with Parametrix, and as directed, and other parties, regarding task status and progress
- Attend project meetings, including up to two (2) internal team meetings.

Task 1 Deliverables
Monthly or milestone invoices
Progress reports (upon request)



Task 1 Assumptions

- The duration of Certus's involvement in will be no more than 9 months from notice-to-proceed.
- Certus will be required to attend up to two (2) team meetings in the Salt Lake Valley; meetings will average 3 hours in length, including travel time.
- Invoicing will occur on a monthly basis or at select milestones; formal progress reports beyond concise emails will not be required from Certus.

- ❖ **Task 2, Updated File Search:** Under this task, Certus will conduct an updated review of Utah SHPO project, site, and structures records to identify any changes to previously reported and/or known cultural resources in the assessment area since the prior file review conducted by Certus as part of the screening phase of this project.

Task 2 Deliverables
File search results (included in Task 4 technical report)

Task 2 Assumptions

- Only one alignment will be reviewed.
- The file search area will extend no more than ½-mile beyond the edge of the cultural resources survey area.
- File search results will not need to be plotted on maps for the technical report.

- ❖ **Task 3, Fieldwork:** Certus will conduct a field survey for cultural resources within the identified limits of the survey area, as described above. The inventory will account for both archaeological resources and historic structures.

Task 3 Deliverables
Field notes (upon request)
Preliminary results GIS shapefiles

Task 3 Assumptions

- No written fieldwork authorization will be required prior to survey.
- The survey area will be no larger than described in the Project Understanding section, above.
- A 45-year age cutoff will be used to identify resources that are historical.
- No more than three (3) archaeological sites, either previously documented or newly located, will be present in the survey area and require new or updated documentation.
- No more than five (5) historical buildings or structures will be present in the survey area and will require documentation.
- Fieldwork can be completed in a single field session; multiple revisits of the survey area will not be required due to forces outside Certus's control after the initial survey is complete.
- No subsurface testing will be required.
- Snow cover will not exceed 20-percent of the survey area.
- Parametrix or other party will assist in arranging access to properties along the project corridor for the purpose of the field survey.



- ❖ **Task 4, Reporting:** Certus will prepare a single technical report summarizing the results of the file search and literature reviews and the field inventory. The report will also provide recommendations for the finding of effect. The contents of the reports will be prepared in compliance with Utah SHPO and UTA guidelines.

Task 4 Deliverables
Draft and final technical report and supporting documentation (digital format)

Task 4 Assumptions

- Draft and final deliverables will be provided to JUB and UTA in electronic format only.
- Any archaeological sites will be documented on Utah Archaeology Site Forms while historical structures will be documented on e106 Historic Site Forms.
- Final deliverables will be provided in digital format according to the Utah SHPO e106 guidelines as they existed at the time of this proposal.

- ❖ **Task 5, Section 106 Support:** Certus will assist UTA (and FTA) in completing the Section 106 process by identifying consulting parties, drafting consultation and consulting party invitation letters, and drafting the Determination of Eligibility/Finding of Effect (DOE/FOE) document.

Task 5 Deliverables
Consulting party list
Draft SHPO initiation of consultation letter
Draft consulting party invitation letters
Draft and final DOE/FOE letter text

Task 5 Assumptions

- All deliverables will be provided in digital format only.
- All letters will be finalized and sent out by UTA or FTA; Certus will not be responsible for mailing of letters.
- Parametrix or other party will assist Certus by providing project description and purpose and need text as well as design and cultural resource impact figures to accompany the Section 106 letters and DOE/FOE.

Scope of Work – Optional Task – Lehi Extension

Depending on funding availability, UTA may desire Certus to extend the cultural resource assessment from the South Triumph Hospital station (i.e., the southern terminus for the assessment corridor discussed above) to the Lehi FrontRunner station. The scope of work and cost estimate that follow address this potential extension and are based on the assumption that the assessment of this extension would occur at the same time as the primary assessment noted above in terms of field inventory and reporting. Under this assumption, there would be no additional costs or scope under Tasks 1, 2, and 5 above. It is also assumed that the width of the survey corridor for the extension will be the same as for the primary inspection corridor.

- ❖ **Task 3, Fieldwork:** Certus will conduct a field survey for cultural resources within the identified limits of the extension survey area, as described above. The inventory will account for both archaeological resources and historic structures.

Task 3 Deliverables
Field notes (upon request)
Preliminary results GIS shapefiles

Task 3 Assumptions

- No written fieldwork authorization will be required prior to survey.
- The survey area will be no larger than described in the intro text, above.
- A 45-year age cutoff will be used to identify resources that are historical.
- No more than two (2) archaeological sites and no historical buildings/structures will be present in the survey area.
- Fieldwork will be combined with the inventory for the primary corridor described above; a separate field trip to inspect the extension corridor will not be required.
- No subsurface testing will be required.
- Snow cover will not exceed 20-percent of the survey area.
- Parametrix or other party will assist in arranging access to properties along the project corridor for the purpose of the field survey.

- ❖ **Task 4, Reporting:** Certus will incorporate the results of the field survey for the extension area into the technical report prepared for the primary project corridor.

Task 4 Deliverables
UASF site form updates for 42UT946 and 42UT974, GIS data, and tabular data spreadsheet (digital format only)

Task 4 Assumptions

- Updated site forms for the Fox Ditch (42UT974) and Utah Lake Distributing Canal (42UT46) will be required.

CSA Noise and Vibration Scope of Work

CSA's approach for the project will be to conduct a general noise impact assessment for the project. We are not planning to conduct a vibration assessment, since BRT operations typically do not create high enough vibration levels to warrant an assessment. The FTA methodology contains a screening procedure for vibration from rubber-tired vehicles, which will be utilized for the project. The tasks in the noise impact assessment will include:

Task 1. Project kickoff and data needs request for information. Gather project information, including any engineering plans, BRT operations, speeds, and other project information.

Task 2. Noise and vibration measurements and land use survey. Conduct a land use survey to determine the noise sensitive land uses along the proposed corridor. This will include both a desktop exercise using GIS and Google Earth, and a windshield survey to document sensitive locations. Perform existing noise measurements throughout the corridor. The exact number of measurement locations will depend on the land use survey, but we anticipate approximately 3-4 noise measurements. CSA will analyze the data for use in the assessment.

Task 3. Conduct a noise impact assessment for the project. The assessment will be carried out at all sensitive receptors near the proposed alignment. At locations where impacts are projected (if any), mitigation options will be identified, with input from the project team.

Task 4. Prepare an environmental section for the document. The environmental section will contain information on noise basics, impact criteria, methodology for conducting the assessment, results of the assessment and any potential noise mitigation measures required. CSA will respond to comments from the project team on the section and prepare a final set of documents for the project.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales

TITLE:

Fare Contract: Ed Pass Agreement Modification No. 1 (Mountainland Technical College)

AGENDA ITEM TYPE:	Service or Fare Approval
RECOMMENDATION:	Approve the Modification No. 1 to the Mountainland Technical College Ed Pass Agreement
BACKGROUND:	UTA and Mountainland Technical College ("MTECH") are in the third year of their three-year Ed Pass Agreement. The value of the contract is \$57,156 (\$19,052/year) for 4,500 authorized users. MTECH provides a premium transit pass to all students, faculty and staff attending their institution. Each pass is valid fare on all UTA services except for Paratransit, Park City, and Ski Services. The current contract will expire on July 31, 2021. This agreement was originally approved under Resolution N2018-06-07 which was rescinded with resolution R2020-10-02.
DISCUSSION:	As both UTA and MTECH recover from the Pandemic and in the spirit of partnership, staff recommends that the MTECH Ed Pass Contract be extended for one additional year. The updated contract term will be August 1, 2018 through July 31, 2022. All other terms of the contract will remain the same.
CONTRACT SUMMARY:	
Contractor Name:	Mountainland Technical College
Contract Number:	18-2797AB
Base Contract Effective Dates:	August 1, 2018 through July 31, 2021
Extended Contract Dates:	August 1, 2021 through July 31, 2022
Existing Contract Value:	\$57,156

Amendment Amount:	\$19,052
New/Total Amount Contract Value:	\$76,208
Procurement Method:	NA
Funding Sources:	NA
ALTERNATIVES:	1. Not approve the modification and renegotiate a new contract price and term 2. Not approve the modification and forgo revenue
FISCAL IMPACT:	\$19,052 in revenue This revenue was anticipated in the adopted 2021 budget.
ATTACHMENTS:	1. Modification No. 1 2. Original Contract

Modification No. 1
to
MOUNTAINLAND TECHNICAL COLLEGE
ED PASS AGREEMENT

This agreement is Modification No. 1 to the Ed Pass Agreement entered on August 1, 2018, by and between **Mountainland Technical College**, a body politic and corporate of the State of Utah (“**MTECH**”) and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Modification No. 1 shall be August 1, 2021.

For good and valuable consideration, MTECH and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Ed Pass Agreement between MTECH and UTA entered as of August 1, 2018 (UTA Contract No.18-2797AB). The Parties desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

Background: The term of the initial Ed Pass Agreement commenced on August 1, 2018 and is due to expire on July 31, 2021. The Ed Pass Agreement allows up to 4,500 Authorized Users (students, staff, & faculty) to use their electronic UTA issued pass as valid fare media under the terms of the Agreement (section 2.1.1). MTECH shall pay UTA the amount of \$19,052 (“**Base Price**”) under the current billing terms laid out in section 2.7.

The Parties now desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

Summary of Adjustment: The Parties hereby extend the Ed Pass Agreement that is set to expire on July 31, 2021 for one additional year to cover the 2021 & 2022 academic calendar year. This one-year extension will begin on August 1, 2021 and expire on July 31, 2022. Authorized Users and Base Price will hold at the current 4,500 users and \$19,052, respectively.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification .

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

MOUNTAINLAND TECHNICAL COLLEGE

By: _____ Date: _____

Name: _____

Title: _____

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

Approved as to Form:

DocuSigned by:

Mike Bell

70E33A415BA44F6...

Michael Bell

Assistant Attorney General

Counsel for UTA

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2018 (the "Effective Date") by and between **Mountainland Technical College** a body politic and corporate of the State of Utah (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA").

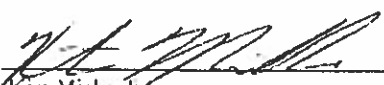
RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B", "C", and "D" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Mountainland Technical College

By: 

Kirt Michaelis

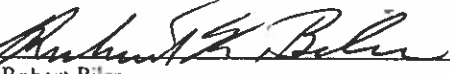
Vice President, Administrative Services/CFO

UTAH TRANSIT AUTHORITY

By: 

Steve Meyer

Interim Executive Director

By: 

Robert Biles

Vice President of Finance

Approved as to Form:



UTA Legal Counsel

EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT

SECTION I: DEFINITIONS

1.1 The term "Base Purchase Price" means the price for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.

1.2 The term "Authorized User" means Sponsor's current faculty, staff, and students.

1.3 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.

1.4 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

1.5 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf and http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf as of the date of Sponsor's signature, including any addenda referenced therein.

1.6 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.

1.7 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, UVX and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. Ski service routes, Premium Express Routes, FrontRunner commuter rail routes, and special service routes including ADA Paratransit and Flextrans service are not included in the definition of Local Transit Routes.

1.8 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail and FrontRunner commuter rail routes operated by UTA. Ski service routes, the Park City to Salt Lake City Connect service, and special service routes, including ADA Paratransit and Flextrans service, are not included in the definition of Premium Express Routes.

1.9 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor. The number of Passes provided under this Agreement shall not exceed 4,500. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

2.1.2 Sponsor shall be solely responsible for issuing a Pass to an Authorized User in accordance with the EFC Rules

2.2 Restrictions on Sponsor Charges to Authorized Users. Sponsor shall not charge Authorized Users a fee for a Pass.

2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2021.

2.5 Restriction on Use of Passes: Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (a) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (b) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (c) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (d) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after

the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price. The number of Authorized Users for this Agreement shall not exceed 4,500.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days' notice prior to the implementation of or change to any Fuel Surcharge. Fuel Surcharges are due on the dates indicated in Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.3 Sponsor elects to provide the electronic card media approved by UTA.

2.7.4 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated in Paragraph 2.7 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement. Subject to the Utah Governmental Immunity Act

and up to the limitations of liability set forth therein, each party (the "Indemnifying Party") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agents or employees in connection with Indemnifying Party's participation in this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Contract Price as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Pre-Authorization. As part of this Agreement, Sponsor shall complete and return to UTA, a Pass Program Configuration Form, upon which Sponsor shall identify various features of this Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "D" and is incorporated herein by reference. Sponsor hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

2.13 Reconciliation. Sponsor shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Sponsor and reconcile all records and accounts pertaining to this Agreement on a monthly basis. UTA shall not maintain any personally identifiable information of Sponsor's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Sponsor with reasonable advance notice thereof.

2.14 Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

2.15 Non-Discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

2.16 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the Term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

2.17 Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

2.18 Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

2.19 Authority. The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Sponsor, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.

2.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.

2.21 Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

2.22 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

If to:

UTA
Amanda Burton
Contract Buyer
669 West 200 South
Salt Lake City, UT 84101
Tel: (801) 287-3320
E-mail: aburton@rideuta.com

If to Sponsor:

Kirt Michaelis
2301 Ashton Blvd.
Lehi, Utah 84043
Tel: (801) 753-4128
E-mail: kmichaelis@mtec.edu

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

EXHIBIT "B"

BASE PURCHASE PRICE
For Mountainland Technical College
Year 2018-2021

Year	Contract Price
2018-2019	\$19,052
2019-2020	\$19,052
2020-2021	\$19,052

Fare Recognition Level: ☐ **Local**
 ☒ **Premium**

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
1Q	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1
4Q	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1

* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

** Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

**FD PASS AGREEMENT
FUEL SURCHARGE INDICATOR MATRIX**

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-\$4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).

Exhibit "D"

PASS PROGRAM CONFIGURATION FORM

A1 Authorized UTA Services

- ☐ Basic: Regular Bus, Max bus rapid transit, UVX bus rapid transit, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- ☒ Premium: Basic services plus FrontRunner and Express Bus
- ☐ Park City SLC Connect
- ☐ Ski Service

Passes are not valid on UTA's special service routes including, but not limited to, ADA Paratransit and Flextrans service.

A2(a) Form of Passes

- ☒ UTA-Printed Passes: Requires completion of Section A2b, Table 1 "Initial Pass Order" below.
- ☐ Sponsor-Printed Passes

A2(b) Initial Pass Order Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity (Total Authorized User Count)
Ed Pass	4,500

A3 Sponsor's Administrative Personnel

Sponsor designates the following as authorized administrators under this Agreement to be responsible for setting up logins for UTA web interface purposes.

First & Last Name	Title	Email Address
Krist Michaelis	VP Admin. Svcs	kmichaelis@inter.edu
Veri Banbury	Student Services Manager	vbanbury@inter.edu
John Dain	Data Specialist	jdain@inter.edu

A4 Form of Payment

- ☒ Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ☐ ACH
- ☐ Wire Transfer



ACH/Wire Transfer Instructions

Bank: Zions National Bank, N.A.
 Bank Address: One South Main Street
 Salt Lake City, UT 84113
 Routing #: 124000054
 SWIFT Code: ZFNBUS5

Account #: 002198166
 Account Name: Utah Transit Authority
 Account Type: Checking

UTA Contact: Troy Bingham, Comptroller
 (801) 287-2380
tbingham@ridcuta.com

Bank Contact: Kaye Raby, VP Treasury Management
 (801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contract # in the comments of your transaction.
 Email tbingham@ridcuta.com on the day of the transfer with the amount of the transfer.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Green, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales

TITLE:

Fare Contract: Ed Pass Agreement Modification No. 1 (Ensign College)

AGENDA ITEM TYPE:	Service or Fare Approval
RECOMMENDATION:	Approve the Modification No. 1 of the Ensign College Education Pass Agreement
BACKGROUND:	UTA and Ensign College, formerly LDS Business College, are in the third year of their three-year Education Pass (Ed Pass) Agreement. The value of the contract is \$202,000 (\$67,000/year) for 3,300 authorized users. Ensign College provides a premium transit pass to all students, faculty and staff attending their institution. Each pass is valid fare on all UTA services except for Paratransit, Park City, and Ski Services. The current contract will expire on July 31, 2021. This agreement was originally approved under resolution R2018-06-07. On October 21, 2020, the UTA Board of Trustees approved resolution R2020-10-02 - Adopting the Fare Rates and Types of Fare Media of the Agency. The Board's actions to adopt this resolution rescinded the reduced fare agreements adopted in resolution R2018-06-07, including Education Pass Agreements.
DISCUSSION:	As both UTA and Ensign College recover from the Pandemic and in the spirit of partnership, staff recommends that the Ensign College Ed Pass Contract be extended for one additional year. The updated contract term will be August 1, 2018 through July 31, 2022. All other terms of the contract will remain the same.
CONTRACT SUMMARY:	
Contractor Name:	Ensign College
Contract Number:	18-2796AB
Base Contract Effective Dates:	August 1, 2018 through July 31, 2021

Extended Contract Dates:	August 1, 2021 through July 31, 2022
Existing Contract Value:	\$202,194
Amendment Amount:	\$67,398
New/Total Amount Contract Value:	\$269,592
Procurement Method:	NA
Funding Sources:	NA
ALTERNATIVES:	1. Not approve the modification and renegotiate a new contract price and term 2. Not approve the modification and forgo revenue
FISCAL IMPACT:	\$67,398 in revenue This revenue was anticipated in the adopted 2021 budget.
ATTACHMENTS:	1. Modification No. 1 2. Contract

Modification No. 1
to
ENSIGN COLLEGE
ED PASS AGREEMENT

This agreement is Modification No. 1 to the Ed Pass Agreement entered on August 1, 2018, by and between **Ensign College**, a Utah nonprofit corporation and institution of higher education and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Modification No. 1 shall be August 1, 2021.

For good and valuable consideration, Ensign College and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Ed Pass Agreement between Ensign College and UTA entered as of August 1, 2018 (UTA Contract No.18-2796AB). The Parties desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

Background: The term of the initial Ed Pass Agreement commenced on August 1, 2018 and is due to expire on July 31, 2021. The Ed Pass Agreement allows up to 3,300 Authorized Users (students, staff, faculty, BYU-Pathways students attending weekly gatherings at Ensign College, and dependents of full time employees) to use their Ensign College ID’s as valid fare media under the terms of the Agreement (section 2.1.1). Ensign College shall pay UTA the amount of \$67,398 (“**Base Price**”) under the current billing terms laid out in section 2.7.

The Parties now desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

Summary of Adjustment: The Parties hereby extend the Ed Pass Agreement that is set to expire on July 31, 2021 for one additional year to cover the 2021 & 2022 academic calendar year. This one-year extension will begin on August 1, 2021 and expire on July 31, 2022. Authorized Users and Base Price will hold at the current 3,300 users and \$67,398, respectively.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

ENSIGN COLLEGE

By: _____ Date: _____

Name: _____

Title: _____

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

Approved as to Form:

DocuSigned by:

Mike Bell

70E33A415BA44F6...

Michael Bell

Assistant Attorney General

Counsel for UTA

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2018 (the "Effective Date") by and between **LDS Business College**, a Utah nonprofit corporation and institution of higher education (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA").

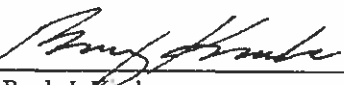
RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

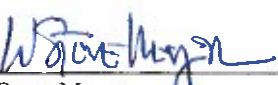
NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B", "C", and "D" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

LDS BUSINESS COLLEGE

By: 
 Brady J. Kimber
 Director of Human Resources

UTAH TRANSIT AUTHORITY

By: 
 Steve Meyer
 Interim Executive Director

By: 
 Robert Biles
 Vice President of Finance

Approved as to Form:


 UTA Legal Counsel

EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT

SECTION I: DEFINITIONS

1.1 The term "Base Purchase Price" means the price for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.

1.2 The term "Authorized User" means Sponsor's current faculty, staff, students, BYU-Pathways students attending weekly gatherings at the LDS Business College, and dependents of full time employees.

1.3 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.

1.4 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

1.5 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf and http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf as of the date of Sponsor's signature, including any addenda referenced therein.

1.6 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.

1.7 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, UVX and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. Ski service routes, Premium Express Routes, FrontRunner commuter rail routes, and special service routes including ADA Paratransit and Flextrans service are not included in the definition of Local Transit Routes.

1.8 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, UVX and TRAX light rail and FrontRunner commuter rail routes operated by UTA. Ski service routes, the Park City to Salt Lake City Connect service, and special service routes, including ADA Paratransit and Flextrans service, are not included in the definition of Premium Express Routes.

1.9 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor who is six years and older. The number of Passes provided under this Agreement shall not exceed 3,300. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

2.1.2 Sponsor shall be solely responsible for issuing a Pass to an Authorized User in accordance with the EFC Rules

2.2 Restrictions on Sponsor Charges to Authorized Users. Sponsor shall not charge Authorized Users a fee for a Pass.

2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2021.

2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (a) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (b) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (c) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (d) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after

the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price. The number of Authorized Users for this Agreement shall not exceed 3,300.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days' notice prior to the implementation of or change to any Fuel Surcharge. Fuel Surcharges are due on the dates indicated in Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.3 Sponsor elects to provide the electronic card media approved by UTA.

2.7.4 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated in Paragraph 2.7 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah

Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Contract Price as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Pre-Authorization. As part of this Agreement, Sponsor shall complete and return to UTA, a Pass Program Configuration Form, upon which Sponsor shall identify various features of this Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "D" and is incorporated herein by reference. Sponsor hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

2.13 Reconciliation. Sponsor shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Sponsor and reconcile all records and accounts pertaining to this Agreement on a monthly basis. UTA shall not maintain any personally identifiable information of Sponsor's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Sponsor with reasonable advance notice thereof.

2.14 Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

2.15 Non-Discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

2.16 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the Term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

2.17 Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

2.18 Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

2.19 Authority. The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Sponsor, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.

2.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.

2.21 Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

2.22 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

If to:

UTA
Amanda Burton
Contract Buyer
669 West 200 South
Salt Lake City, UT 84101
Tel: (801) 287-3320
E-mail: aburton@rideuta.com

If to Sponsor:

Brady J. Kimber
Director of Human Resources
95 North 300 South
Salt Lake City, Utah 84101
Tel: (801) 524-8171
E-mail: bkimber3@ldsbc.edu

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

EXHIBIT "B"

BASE PURCHASE PRICE
For LDS Business College
Year 2018-2021

Year	Contract Price
2018-2019	\$67,398
2019-2020	\$67,398
2020-2021	\$67,398

Fare Recognition Level: ☐ **Local**
☒ **Premium**

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
1Q	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1
4Q	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1

* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

** Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

ED PASS AGREEMENT
FUEL SURCHARGE INDICATOR MATRIX

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-\$4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).

Exhibit "D"

PASS PROGRAM CONFIGURATION FORM

A1 Authorized UTA Services

- ☐ Basic: Regular Bus, Max bus rapid transit, UVX bus rapid transit, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- ☒ Premium: Basic services plus FrontRunner and Express Bus
- ☐ Park City SLC Connect
- ☐ Ski Service

Passes are not valid on UTA's special service routes including, but not limited to, ADA Paratransit and Flextrans service.

A2(a) Form of Passes

- ☐ UTA-Printed Passes: Requires completion of Section A2b, Table 1 "Initial Pass Order" below.
- ☒ Sponsor-Printed Passes

A2(b) Initial Pass Order Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity (Total Authorized User Count)
Ed Pass	3,300

A3 Sponsor's Administrative Personnel

Sponsor designates the following as authorized administrators under this Agreement to be responsible for setting up logins for UTA web interface purposes.

First & Last Name	Title	Email Address
Darrin Bates	HR Specialist	dbates@ldsbc.edu
Matthew Snow	Sr. Software Engineer	msnow@ldsbc.edu
Maren Lythgoe	Registrar	mlythgoe@ldsbc.edu

A4 Form of Payment

- ☒ Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ☐ ACH
- ☐ Wire Transfer



ACH/Wire Transfer Instructions

Bank: Zions National Bank, N.A.
 Bank Address: One South Main Street
 Salt Lake City, UT 84113
 Routing #: 124000054
 SWIFT Code: ZFNBUS5

Account #: 002198166
 Account Name: Utah Transit Authority
 Account Type: Checking

UTA Contact: Troy Bingham, Comptroller
 (801) 287-2380
tbingham@rideuta.com

Bank Contact: Kaye Raby, VP Treasury Management
 (801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contract # in the comments of your transaction.
 Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales

TITLE:

Fare Contract: Hive Pass Purchase and Administration Agreement Amendment No. 2 (Salt Lake City Corporation)

AGENDA ITEM TYPE:	Service or Fare Approval
RECOMMENDATION:	Approve Amendment No. 2 to the Hive Pass Purchase and Administration Agreement with Salt Lake City Corporation.
BACKGROUND:	The Hive Cooperative Pass Purchase and Administration Agreement, approved June 17, 2020, is a transit pass program that gives Salt Lake City residents access to a discounted monthly standard adult local transit pass. Each pass is in the form of an electronic fare card and users are required to tap-on and tap-off the system when riding UTA services. This specific program has been in place since June 2015. On December 9, 2020, the board approved Amendment No. 1 to the Hive Cooperative Pass Purchase and Administration Agreement which amended the pass price to be the same as the updated UTA Fare Policy. The price of the local monthly Hive Pass is \$68.00 per month which is a 20% discount off the retail monthly pass price (\$85.00). Of that \$68.00, Salt Lake City pays \$26.00, and the resident pays \$42.00. Passes can be purchased from the Salt Lake City County Building, Public Utilities Office, and the Sorenson Unity Center. Prior to selling a pass, Salt Lake City verifies that the resident seeking to purchase a pass lives within the boundaries of Salt Lake City proper. This verification process is outlined in Section 3 of the contract.
DISCUSSION:	As both UTA, Salt Lake City Corporation, as well as the residents of Salt Lake City recover from the Pandemic and in the spirit of partnership, staff recommends that the Hive Cooperative Pass Purchase and Administration Agreement be extended for one additional year. The updated contract term will be July 1, 2020 through June 30, 2022. All other terms of the contract will remain the same.
CONTRACT SUMMARY:	

Contractor Name:	Salt Lake City Corporation
Contract Number:	20-F00048-2
Base Contract Effective Dates:	July 1, 2020 through June 30, 2021
Extended Contract Dates:	July 1, 2021 through June 30, 2022
Existing Contract Value:	\$408,000* <i>April through June 30 was estimated using the average revenue from the previous nine months.</i>
Amendment Amount:	\$408,000-\$510,000* <i>Revenue is estimated to be between \$408,000-\$510,000 for the 2021-22 contract year. This estimate is based on sales for contract year 2020-21 (\$408,000) plus an increase in sales of up to 25% as transit utilization continues to increase.</i>
New/Total Amount Contract Value:	\$816,000-\$918,000
Procurement Method:	NA
Funding Sources:	NA
ALTERNATIVES:	1. Not approve the modification and renegotiate a new contract price and term 2. Not approve the modification and forgo revenue
FISCAL IMPACT:	\$408,000-\$510,000 in revenue. This revenue was anticipated in the adopted 2021 budget.
ATTACHMENTS:	1) Contract 2) Amendment No. 1 3) Amendment No. 2

AMENDMENT NO. 2
PASS PURCHASE AND ADMINISTRATION AGREEMENT
HIVE COOPERATIVE

This amendment no. 1 is effective July 1, 2021 ("Effective Date"), by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA") and **SALT LAKE CITY CORPORATION (or the "Administrator")**.

WHEREAS, the Parties entered into a Pass Purchase and Administration Agreement (hereinafter the "Agreement") with an effective date of July 1, 2020; and

WHEREAS, the Parties desire to extend the Agreement for an additional one-year term from July 1, 2021 until June 30, 2022.

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 2 AS FOLLOWS:

1. The parties agree to extend the Agreement for an additional one-year term from July 1, 2021 through June 30, 2022.
2. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Carolyn Gonot
Executive Director

Title: _____

By: _____ Date: _____

Attest and Countersign:

William Greene
Chief Financial Officer

By: _____

Approved as to Form:

Approved as to Form:

DocuSigned by:
Mike Bell
By: _____ Date: _____
70E33A415BA44F6...
Michael Bell
Assistant Attorney General
Counsel for UTA

By: _____ Date: _____

03/01/2021

Salt Lake City Contract No. 06-3-20-2282-1

AMENDMENT NO. 1**to**

Hive Cooperative

Pass Purchase and Administration Agreement

WHEREAS, Salt Lake City Corporation (City) and Utah Transit Authority (UTA) entered into the Hive Cooperative Pass Purchase and Administrative Agreement on July 1, 2020; and

WHEREAS, the Parties now desire to make certain changes to the aforesaid agreement to adjust the prices to be paid for the UTA passes due to UTA increasing the price for all of its Adult Monthly Passes; and

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. As of the date of this Amendment, Section 9 shall be deleted and replaced with the following:

9. Purchase Price And Payment. UTA agrees to sell and Administrator agrees to purchase Standard Adult Local Monthly Passes from UTA at a twenty percent (20%) discount off the standard price for such Passes as advertised on UTA's website. Administrator agrees to further discount the Passes an additional thirty percent (30%) and sell UTA's Passes to Authorized Users at a fifty percent (50%) discount off the cost of the Passes as advertised on UTA's website. Dollar amounts owed under this Agreement shall be rounded to the nearest \$ 0.50. UTA reserves the right to change the price for its Passes at any time in its sole discretion. UTA shall give Administrator sixty (60) days' advance written notice of any price increase. The percentage discounts set forth in this Paragraph shall remain in effect regardless of any variation in Pass price.

A. The amount owed to UTA by Administrator for the sale of each Standard Adult Local Monthly Pass shall be \$68.00 per month. Of that \$68.00, Administrator shall pay \$26.00, and each Authorized User shall pay \$42.00, which amount shall be collected by Administrator.

B. On the last Saturday of each month, UTA shall run an Active Card Report. On a monthly basis, UTA shall invoice Administrator \$68.00 for each Local Pass that is active on the last Saturday of the month as established by the Active Card Report. Administrator shall also pay the amount of \$68.00 for each Local Pass to UTA for each Pass that has accrued ten (10) or more Trips during the month even if the Pass does not appear on the Active Card Report. Administrator shall pay the amount invoiced within thirty (30) days of receipt of invoice.

i. Notwithstanding the provisions of paragraph 9, at Administrator's option, it may further discount the price it charges Authorized Users for Standard Adult Monthly Passes if it correspondingly increases the amount Administrator paid to UTA for each Standard Adult Monthly Pass. Administrator shall give UTA sixty (60) days' advanced written notice of any change in the amount Administrator will contribute and the corresponding change in the amount to be paid by the Authorized Users.

2. All other terms and conditions of the Agreement are unaffected by the Amendment No. 1 and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date of last signature below.

SALT LAKE CITY CORPORATION

By:  Date: 02/02/2021
Erin Mendenhall
Mayor
Salt Lake City

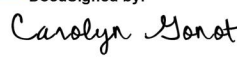
Approved as to Form:

By:  Date: 02/02/2021
Rusty Vetter (Feb 2, 2021 09:40 MST)
Senior City Attorney

Attest:
By:  Date: _____
Dee Dee Robinson (Mar 1, 2021 14:58 MST)
City Recorder
Deputy

RECORDED
CITY RECORDER
03/01/2021

UTAH TRANSIT AUTHORITY

By:  Date: 2/22/2021
Carolyn Gonot
Executive Director

By:  Date: 2/17/2021
William Green
Chief Financial Officer

Approved as to Form:

By: Michael Bell Date: _____
Michael Bell
Assistant Attorney General
Counsel for UTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Depot District Clean Fuels Technology Center Project Update

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Depot District Clean Fuels Technology Center project will replace the existing aging and undersized central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. The project has been divided into several phases of construction. The current phase of activities includes construction of the wash building, fueling island, and west parking lot. This phase is scheduled to be completed in June or July of this year. The next phase of construction, which began in November 2020, includes construction of the bus maintenance building, operations/administration building, and site improvements around the new building and in the bus parking area. Future phases of the project include design and construction of bus canopies, electric bus charging infrastructure, and possible solar panel installation.
DISCUSSION:	Staff will present an update on the project construction to date and the remaining scope. Project schedule and budget updates will also be presented.
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A
ATTACHMENTS:	None



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Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

TITLE:

2020-2021 Ski Service Report

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	UTA has long-standing relationships with ski resorts throughout the Wasatch Front. Each ski season, UTA provides ski bus service to seven resorts. The Mt. Ogden Service Unit serves Powder Mountain and Snowbasin. The Salt Lake Service Unit serves Solitude, Snowbird, Brighton, and Alta. The Timpanogos Service Unit serves Sundance. At the end of each ski season, staff provides a ridership report to the UTA Board of Trustees.
DISCUSSION:	The purpose of this presentation is to provide the UTA Board of Trustees a ridership report for the 2020-2021 ski season.
ALTERNATIVES:	For informational purposes only
FISCAL IMPACT:	N/A
ATTACHMENTS:	None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

TO: Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Andrea Packer, Communications Director
PRESENTER(S): Andrea Packer, Communications Director
R&R Partners, Cicero Group

TITLE:

Customer Benchmark Survey Report - 2020b

AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion.
BACKGROUND:	Each year the PR and Marketing Department, in coordination with the contracted advertising agency, R&R Partners, conducts a Benchmark Survey, performed by Cicero, to the general public throughout UTA's service area. The survey effort typically starts with focus groups, followed by a telephone survey. The Benchmark Survey was conducted in January 2020. The team conducted the survey again in the fall of 2020; that is why this survey is referred to as the 2020b Benchmark Survey. The Benchmark Survey is a broad survey designed to guide staff's communications and marketing strategy by assessing: • Overall public perception of UTA as an organization • Public perception of UTA's services • High-level indicators of why people ride / don't ride • High-level indicators of the top things that would encourage people to ride • Do people see / remember hearing messages about UTA • Where people would look for information about riding UTA
DISCUSSION:	The 2020b focus groups were conducted in the fall of 2020, and the telephone survey was conducted in December 2020. The team will make a presentation to the Board of Trustees about the key results from the fall 2020b Benchmark Survey. Staff will be prepared to answer questions from the board about the survey.
ALTERNATIVES:	Not applicable.
FISCAL IMPACT:	Not applicable.
ATTACHMENTS:	None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/26/2021

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

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
DISCUSSION:	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. The purpose for this closed session is: • Strategy session to discuss pending or reasonably imminent litigation