



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 26, 2024

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Viola Miller
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of June 12, 2024 Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - Strategic Plan Minute
 - Polarized Infrared Optical Imaging Transit Infrastructure Project Update
 - Employee Memorial - Sergeant Rich Clawson
 - b. Committee on Accessible Transportation (CAT) - Annual Report Amanda Salmon
Willie Black
 - c. Discretionary Grants Report Gregg Larsen
Alma Haskell
7. **Resolutions**
 - a. R2024-06-08 - Resolution Designating the Midvale Center Station a Transit Oriented Development Site Paul Drake
Nick Duerksen
8. **Contracts, Disbursements and Grants**
 - a. Contract: Outside Legal Services - Public and Project Finance (Chapman and Cutler) David Wilkins
Tim Merrill

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- | | | |
|----|--|---------------------------------------|
| b. | Contract: Outside Legal Services - Public and Project Finance and Tax (Gillmore Bell) | David Wilkins
Tim Merrill |
| c. | Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Bankruptcy, Public and Project Finance, Commercial Lease Law, Policy Drafting (Fabian VanCott) | David Wilkins
Tim Merrill |
| d. | Contract: Outside Legal Services - Pension, Labor and Employment, Immigration, Transportation Law (Jackson Lewis PC) | David Wilkins
Tim Merrill |
| e. | Contract: Outside Legal Services - Environmental Law, Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), Transportation Law (Kaplan, Kirsch and Rockwell LLP) | David Wilkins
Tim Merrill |
| f. | Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Railroad Law, Bankruptcy, Tax Law, Transportation Law, Intellectual Property Law, and Construction Law (Parsons, Behle and Latimer, PLC) | David Wilkins
Tim Merrill |
| g. | Contract: Outside Legal Services - Officer Involved Critical Incidents, Bankruptcy, Construction Law, Commercial Leasing Law (Spencer Fane LLP) | David Wilkins
Tim Merrill |
| h. | Contract: Outside Legal Services - Pension, Immigration, Intellectual Property (Kutak Rock LLP) | David Wilkins
Tim Merrill |
| i. | Contract: Outside Legal Services - Construction Law (Nossaman LLP) | David Wilkins
Tim Merrill |
| j. | Contract: Outside Legal Services - Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), and Communications Law (Venable LLP) | David Wilkins
Tim Merrill |
| k. | Contract: Program Management Right of Way Acquisition Services (Horrocks Engineers, Inc.) | Jared Scarbrough
Janelle Robertson |
| l. | Change Order: South Jordan Downtown TRAX Station Construction Services Change Order No. 1 - Phase 2 Construction (Paulsen Construction LLC) | Jared Scarbrough
David Osborn |
| m. | Change Order: Avenues Bus Stop Improvements Change Order No. 1 - Phase 2 Construction (Landmark Companies, Inc.) | Jared Scarbrough |
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- n. Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services
Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Focus Engineering and Surveying, LLC) Jared Scarbrough
- o. Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services
Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Kimley Horn and Associates, Inc.) Jared Scarbrough
- p. Change order: On-Call Infrastructure Maintenance Contract Task Order #24-022 - 1700 S TRAX Grade Crossing (Stacy and Witbeck, Inc.) Jared Scarbrough
Jacob Wouden
- q. Change Order: Next Generation Fare Collection System Change Order No. 4 - Media Converters (Scheidt & Bachmann USA, Inc.) Kensey Kunkel

9. Service and Fare Approvals

- a. Fare Agreement: Medicaid Transit Pass Agreement - Amendment Two (Utah Department of Health) Jordan Eves

10. Budget and Other Approvals

- a. TBA2024-06-02 - Technical Budget Adjustment - Capital Funds Transfer from MSP263: TOD Working Capital Project to MSP262: SL FLHQ Project Daniel Hofer
Gregory Andrews

11. Discussion Items

- a. 2023-2024 Ski Service End of Season Update Camille Glenn
Andres Colman
- b. Transportation Infrastructure Amendments (2023 Senate Bill 125) and UTA Rocky Mountain Power Partnership Update Hal Johnson
James Campbell
Bartly Matthews

12. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, July 10th, 2024 at 9:00 a.m.

13. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link https://rideuta.zoom.us/webinar/register/WN_WxGc6dKCSmmf3Qxl-kvDMg and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, June 25th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

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

TITLE:

Approval of June 12, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the June 12, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday June 12, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/919439.html) <<https://www.utah.gov/pmn/sitemap/notice/919439.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.granicus.com/player/clip/302?view_id=1&redirect=true) <https://rideuta.granicus.com/player/clip/302?view_id=1&redirect=true>.

ATTACHMENTS:

1. 2024-06-12_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 12, 2024

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Jeff Acerson

Excused: Trustee Beth Holbrook

Chair Carlton Christensen joined the meeting virtually. Trustee Beth Holbrook was excused.

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Due to Chair Christensen's virtual participation, Trustee Jeff Acerson conducted the meeting. Trustee Acerson welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of May 22, 2024 Board Meeting Minutes

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

6. Reports**a. Executive Director Report**

- **Strategic Plan Minute**
- **Commendation - Andrew Bryson and Bruce Gaertner**

Patrick Preusser

Jay Fox, UTA Executive Director, introduced Patrick Preusser. Preusser joined the UTA executive team as the new chief operating officer.

Strategic Plan Minute

Fox highlighted the achievement of a significant milestone in the agency's sustainable service delivery initiatives, with an 82% graduation rate for newly hired operators.

Commendation - Andrew Bryson and Bruce Gaertner

Fox was joined by Dalan Taylor, UTA Chief of Police & Public Safety Manager.

Taylor recognized Andrew Bryson, UTA Transit Police Officer IV, and Bruce Gaertner, UTA Transit Police Officer IV, for performing lifesaving measures on a fellow officer who experienced a serious medical event.

b. Financial Report - April 2024

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Greg Andrews, UTA Senior Financial Analyst.

Staff reviewed the following:

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

Discussion ensued. A question on sales tax trends was posed by the board and answered by staff.

7. Resolutions**a. R2024-06-01 - Resolution Adopting the Ballpark Station Area Plan**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Kayla Kinhead, UTA Transit-Oriented Communities Predevelopment Supervisor.

Drake outlined the station area plan (SAP) development process.

Kinthead then reviewed the Ballpark Station SAP recommendations and implementation plan.

Discussion took place regarding increased system accessibility despite proposed parking reductions.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

b. R2024-06-02 - Resolution Adopting the Midvale Center & Fort Union Station Area Plan

Paul Drake was joined by Kayla Kinthead.

Kinthead reviewed the Midvale Fort Union and Midvale Center station area concepts and implementation plans.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

c. R2024-06-03 - Resolution Adopting the West Jordan & Midvale Station Area Plan

Paul Drake was joined by Kayla Kinthead.

Kinthead reviewed the Bingham Junction, Historic Gardner, and West Jordan City Center station area concepts and implementation plans.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

d. R2024-06-04 - Resolution Designating a Transit Oriented Development Site in Midvale, Utah

Paul Drake was joined by Nick Duerksen, UTA Transit-Oriented Development Project Manager.

Duerksen outlined the transit-oriented community (TOC) planning and development process. He then reviewed concept and implementation plans for the Fort Union

Station area and related market feasibility.

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

e. **R2024-06-05 - Resolution Authorizing the Disposition of 4.096 Acres of Land at 5651 W. Old Bingham Highway in West Jordan, Utah to South Jordan City and Rocky Mountain Power for the Grandville Avenue Roadway Project**

Paul Drake was joined by Spencer Burgoyne, UTA Manager of Property Administration.

Burgoyne summarized the resolution, which authorizes the disposition of 4.096 acres of land located at 5651 West Old Bingham Highway in West Jordan, Utah, to South Jordan City and Rocky Mountain Power for advancement of the Grandville Avenue Roadway project.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

f. **R2024-06-06 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects**

Gregg Larsen, UTA Manager of Grant Services, summarized the resolution, which authorizes the execution of grant agreements for the following:

- \$3.5 million: 5600 West Westside Express - United States Department of Transportation (USDOT) - Community Project Funding (CPF)
- \$2 million: 5600 West Westside Express - Congestion Mitigation and Air Quality (CMAQ) from Wasatch Front Regional Council (WFRC)
- \$2 million: Efficient On-Route Electric Bus Charging - USDOT - CPF
- \$360,000: Transit-Oriented Development (TOD) FrontRunner Corridor, Market, Housing, and Economic Impact Analysis - Federal Transit Administration (FTA)

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

- g. **R2024-06-07 - Resolution Authorizing (I) a Tender Offer for a Portion of the Authority's Outstanding Bonds and (II) the Issuance and Sale by the Authority of its Sales Tax Revenue Refunding Bonds in the Aggregate Principal Amount of Not to Exceed \$650,000,000, a Portion of Which is Related to the Tender Offer; and Related Matters**

Brad Armstrong was joined by Brian Baker, with Zions Public Finance, and Randall Larsen, with Gillmore Bell.

Baker discussed unique financial market conditions that may allow UTA to refinance all or a portion of its Build America Bonds (BABs) to achieve savings and reduce risk. The market may also allow the agency to execute a bond tender refunding certain additional outstanding bonds to improve results. Benefits to UTA include risk reduction, debt service savings, future optionality, and lower overall debt. Refunding all outstanding Series 2009B and 2010 BABs would result in an aggregate debt service cash flow savings of approximately \$4 million.

Discussion ensued. A question on market favorability was posed by the board and answered by Baker.

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

Aye: Chair Christensen, and Trustee Acerson

Absent: Trustee Holbrook

8. Contracts, Disbursements and Grants

- a. **Contract: On-Call Systems Maintenance and Repair Master Task Ordering Agreement (Rocky Mountain Systems Services)**

David Hancock, UTA Chief Capital Services Officer, requested the board approve a task order contract with Rocky Mountain Systems Services for on-call maintenance, construction, and repair services. The contract has a base term of three years with two additional one-year options and a not-to-exceed value of \$40,000,000 for all five years.

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

- b. **Contract: Clearfield Rail Trail Construction (Acme Construction Inc.)**

David Hancock was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager.

Wouden requested the board approve a \$2,163,495.22 contract with Acme Construction Inc. for construction of a paved multi-use trail that connects the FrontRunner Clearfield Station to the Rio Grande Rail Trail and the Freeport Center.

A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this

- contract be approved. The motion carried by a unanimous vote.
- c. **Contract: Bridge Inspection Professional Services (HDR Engineering, Inc.)**
- David Hancock was joined by Grey Turner, UTA Manager of Civil Engineering & Design.
- Turner requested the board approve a contract with HDR Engineering, Inc. for bridge inspection services. The contract has a base term of three years with two additional one-year options and a not-to-exceed value of \$1,642,500 for all five years.
- Discussion ensued. Questions on coordinating bridge inspections with the Utah Department of Transportation and federal funding opportunities were posed by the board and answered by staff.
- A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.
- d. **Change Order: Mid-Valley Express Bus Rapid Transit (MVX) Construction Change Order No. 1 - Authorization to Proceed No. 2 (Stacy and Witbeck, Inc)**
- David Hancock was joined by Andrea Pullos, UTA Project Manager III.
- Pullos requested the board approve a change order to the contract with Stacy & Witbeck, Inc for work authorized by the Letter of No Prejudice (LONP) issued for the project by the Federal Transit Administration (FTA) on May 15, 2024. The change order has a total value of \$13,978,978, with \$3,400,000 to be allocated in 2024. The total contract value, including the change order, is \$18,069,448.
- (Note: Staff will return to the board for final approval of the contract when the full funding grant is received from the FTA.)
- A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.
- e. **Change order: On-Call Infrastructure Maintenance Contract Task Order #24-015 - 3900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)**
- David Hancock was joined by Jacob Wouden.
- Wouden requested the board approve a \$392,230 change order to the task order contract with Stacy and Witbeck, Inc. for a grade crossing replacement on the TRAX alignment at 3900 South.
- A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.
- f. **Change order: On-Call Infrastructure Maintenance Contract Task Order #24-018 - 5900 S TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)**
- David Hancock was joined by Jacob Wouden.

Wouden requested the board approve a \$345,847 change order to the task order contract with Stacy and Witbeck, Inc. for a grade crossing replacement on the TRAX alignment at 5900 South.

The total contract value, including the two change orders discussed in this board meeting, is \$738,077.

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

g. Ratification of FTA Disbursement

Eric Barrett, UTA Deputy Comptroller, requested the board ratify a \$5,557,291 disbursement to return grant funds to the FTA.

Discussion ensued during which Barrett indicated adjustments have been made to internal accounting processes to better track grant expenditures.

A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this disbursement be ratified. The motion carried by a unanimous vote.

h. Pre-Procurements

- Hydraulic Power Units for Light Rail Vehicles
- Maintenance Shop Supplies
- Drug and Alcohol Testing
- Occupational Medical Services
- Stray Current Monitoring and Mitigation
- Traffic Signal Maintenance
- Trip Planning App Service
- Bus Stop Flatwork Construction
- IT Research and Advisory Services

Todd Mills, UTA Director of Supply Chain, was joined by Robert Balsamo, UTA Light Rail Vehicle Maintenance Supervisor - Parts, Tools & Equipment; Lorin Simpson, UTA Drug & Alcohol Program Manager; David Hancock; Nichol Bourdeaux; and Landon Dixon, UTA Civil Engineer III.

Mills indicated the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued. Questions on the benefits of overhauling hydraulic power units in house, vendor selection for maintenance shop supplies, geographical accessibility for occupational medical services, partnering with other agencies/municipalities on traffic signal maintenance, app consolidation and integration, trip planning app costs, bus stop construction contracts, and past use of IT research and advisory services were posed by the board and answered by staff.

Trustee Acerson called for a recess at 10:41 a.m.

The meeting reconvened at 10:50 a.m.

9. Service and Fare Approvals

a. Service Agreement: Trolley Bus Service Agreement (Layton City Corporation)

Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, was joined by Eric Callison, UTA Manager of Service Planning.

Glenn requested the board ratify an agreement with Layton City Corporation for the provision of "Midtown trolley service" (route 628). The city funds 25% of the route's operating costs to allow the service to be offered at no cost to riders. The value of the contract is \$206,900 and is intended to offset revenue not collected in fares. The contract is effective January through December 2024.

Discussion ensued. A question on the long-term plans for the route was posed by the board and answered by staff.

A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this service agreement be ratified. The motion carried by a unanimous vote.

b. Fare Agreement: Special Events Agreement for Western Stampede Rodeo (City of West Jordan)

Jordan Eves, UTA Manager of Fare Strategy, requested the board approve a \$5,625 special events agreement with the City of West Jordan for ticket-as-fare to the Western Stampede Rodeo and Carnival on July 4-6, 2024.

Discussion ensued. A question on the history of ticket-as-fare to the event was posed by the board and answered by staff.

A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this special events agreement be approved. The motion carried by a unanimous vote.

10. Budget and Other Approvals

a. TBA2024-06-01 - Technical Budget Adjustment - 2024 Capital Program

Daniel Hofer, UTA Director of Capital Programs & Support, was joined by Brad Armstrong, Gregory Andrews, Dalan Taylor, and Nichol Bourdeaux.

Hofer outlined the technical budget adjustment, which reallocates \$3.575 million in the capital budget to aid in project delivery. Ten project budgets will be increased, and four project budgets will be reduced. The adjustments reflect a net neutral change to the overall capital budget.

Discussion ensued. Questions on the police vehicle fleet rotation, detours and disruption study, and efforts to coordinate detours and disruption information with UDOT were posed by the board and answered by staff.

Bourdeaux committed to provide the board with an update on the detours and disruption study in the next few months.

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

11. Discussion Items

a. UTA 2025-2029 Five-Year Service Plan Draft Network

Nichol Bourdeaux was joined by Janelle Robertson, UTA Acting Planning Director, Megan Waters, UTA Community Engagement Director, and Eric Callison.

Staff reviewed the purpose of the five-year service plan and related timeline. They discussed proposed changes to be implemented in April 2025 and draft concepts for 2026-2029 by county.

Discussion ensued. Questions on the current definition of “peak times,” proposed route 417 southern connection point, plans for route 473, proposed service on Highland Drive in Salt Lake City, and planned connections along Redwood Road near Camp Williams were posed by the board and answered by staff. The board suggested providing messaging to the public about sustainable service requirements, including thresholds, to foster understanding about service planning.

b. TRAX Ambassador Pilot Program Update

Megan Waters was joined by Doraleen Taulanga, UTA Community Outreach Manager, and Sierra Krippner, UTA Community Engagement Specialist.

Staff provided an overview of the TRAX ambassador pilot program; reviewed its purpose, goals, and progress; and discussed program evaluation measures and next steps.

12. Other Business

- a. Next Meeting: Wednesday, June 26th, 2024 at 9:00 a.m.

13. Adjourn

A motion was made by Chair Christensen, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:18 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 or audio located at <https://www.utah.gov/pmn/sitemap/notice/919439.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/302?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

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

TITLE:

Executive Director Report

- Strategic Plan Minute
- Polarized Infrared Optical Imaging Transit Infrastructure Project Update
- Employee Memorial - Sergeant Rich Clawson

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- Strategic Plan Minute
- Polarized Infrared Optical Imaging Transit Infrastructure Project Update (Hal Johnson, Ethan Ray)
- Employee Memorial - Sergeant Rich Clawson (Cherryl Beveridge, Chief Dalan Taylor)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, UTA Chief People Officer
PRESENTER(S): Amanda Salmon, UTA ADA Compliance Officer
Willie Black, CAT Committee Chair

TITLE:

Committee on Accessible Transportation (CAT) - Annual Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

As articulated in the Committee on Accessible Transportation (CAT) Charter adopted by the UTA Board of Trustees on February 28, 2024, it is the responsibility of the CAT Committee Chair to provide an annual update to the Board of Trustees regarding significant CAT Committee accomplishments.

DISCUSSION:

This presentation will update the UTA Board of Trustees regarding significant contributions made by CAT Committee members during the 2023 - 2024 CAT membership year. Ongoing accessibility improvements, as well as the upcoming annual ADA Celebration, will be discussed.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Gregg Larsen, Manager of Grant Services
Alma Haskell, Grants Development Administrator

TITLE:

Discretionary Grants Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

This grant update is providing information on grant applications not selected for award, grant applications submitted awaiting selection and those that have been selected for award but have not yet been obligated in a grant agreement. There are 7 grants not selected, 8 grants that are awaiting selection and 18 grants have been selected for award.

DISCUSSION:

Gregg Larsen, Manager of Grant Services will give a grants update

ALTERNATIVES:

NA

FISCAL IMPACT:

Local match for the awarded and requested grants will come from existing UTA capital project or operating budgets and project partner funds.

ATTACHMENTS:

NA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOD
Nick Duerksen, TOD Project Manager

TITLE:

R2024-06-08 - Resolution Designating the Midvale Center Station a Transit Oriented Development Site

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2024-06-08 to designate the Midvale Center Station in Midvale, Utah as a Transit Oriented Development (TOD) site.

BACKGROUND:

Board Policy 5.1(III)(C) requires the Authority to analyze Station Area Plans (SAP), including the feasibility of the SAP's Concept Plan and progress of the Implementation Plan, to determine if the site is prepared for development. The Board of Trustees must authorize a TOD site for development by resolution.

The SAP for Midvale Center Station was adopted by Midvale City on February 16, 2024. On May 22, 2024, the Local Advisory Council approved the Midvale Center SAP in resolution AR2024-05-02. On June 26, 2024, the SAP will be presented to the Board of Trustees for adoption in resolution R2024-06-08.

DISCUSSION:

Board of Trustees Policy No. 5.1 requires that TOD sites must be selected by the UTA Board of Trustees to move forward with a Request for Proposal for development. Based on the status of the Implementation Plan and current market trends, Midvale Center Station is ready for TOD development.

ALTERNATIVES:

Do not develop the site. Site would remain as a Park & Ride lot and vacant parcels. Such would conflict with

the adopted SAP and not support state, regional, or city objectives.

FISCAL IMPACT:

No fiscal impact initially. Once project moves forward with completion of development phases, the Agency is anticipated to receive a return on investment that will be projected on a phase-by-phase basis. Such projections will be presented to the Board along with associated agreements.

ATTACHMENTS:

Resolution R2024-06-08

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY DESIGNATING THE MIDVALE CENTER
STATION A TRANSIT ORIENTED DEVELOPMENT SITE**

R2024-06-08

June 26, 2024

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

WHEREAS, the Authority recognizes the importance of collaborating with regional partners, local municipalities, and the development community to construct transit-oriented developments ("TODs") near its regional transit system to create environments that allow people to live, work, and recreate without the necessity of an automobile;

WHEREAS, the Authority is authorized pursuant to the Utah Public Transit District Act, UTAH CODE § 17B-2a-801, *et seq.*, to engage in the development of property for transit-supported and transit-oriented purposes;

WHEREAS, on May 22, 2024, the Local Advisory Council unanimously approved the Midvale Center Station Area Plan for Midvale, Utah in resolution AR2024-05-02;

WHEREAS, on June 12, 2024, the Board of Trustees ("Board") of the Authority approved the Midvale Center Station Area Plan in resolution R2024-06-02;

WHEREAS, Board Policy 5.1(III)(c) requires the Board of the Authority to designate sites for the development of TODs via resolution;

WHEREAS, in furtherance of selecting suitable sites for TODs, the Board of the Authority has weighed several factors, including municipal support, accessibility, market strength, affordable housing need, growth opportunities, zoning, and other such factors;

WHEREAS, the Board finds that the station area at Midvale Center in Midvale, Utah is a suitable and desirable location for the development of a TOD;

R2024-06-08

1

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

1. That the Midvale Center Station is hereby selected as a transit-oriented development site.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 26th day of June, 2024.

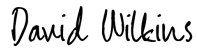
Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:


CA25CE8E60E344B...
Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Public and Project Finance (Chapman and Cutler)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Chapman and Cutler LLP for assistance with Public & Project Finance issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount for all 5 years of \$500,000.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Chapman and Cutler LLP was selected as one of the firms to be included in the pool for Public & Project Finance.

DISCUSSION:

As specialized legal issues arise, UTA legal services needs to have the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA then issues a purchase order to the firm to allow them to perform the work. If an individual purchase order meets the statutory threshold, it will be presented to the board for approval.

CONTRACT SUMMARY:

Contractor Name:	Chapman & Cutler LLP
Contract Number:	24-38441
Base Contract Effective Dates:	April 30, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027-July 1, 2029 (option years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for 5 years for the entire pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

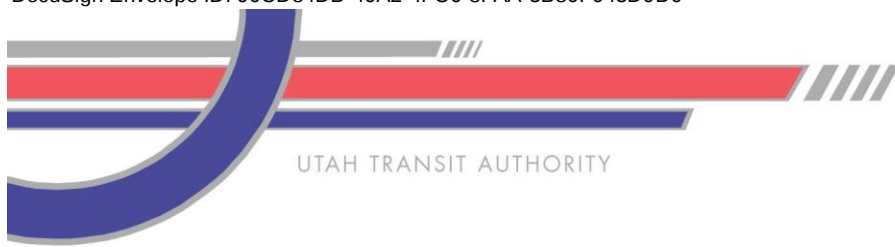
Requisitions will be authorized and P.O.s issued once a need arises. Legal budget contains funds for outside counsel. The FY 2024 budget in Legal, account 1500.50353 services, contains \$420K which will be adequate to cover this year. Funding for FY years 25, 26, 27, and 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

BUDGET FOR OUTSIDE LEGAL EXPENSES

2024 Budget - \$100,000
2025 Forecast Budget - \$100,000
2026 Forecast Budget - \$100,000
2027 Forecast Budget - \$100,000
2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Chapman & Cutler LLP
215 South State Street
Suite 560
Salt Lake City, UT 84111

SENT VIA E-MAIL ONLY to ehunter@chapman.com

RE: Notice of Award: RFP 24-038441 Legal Services Outside Counsel

Dear Mr. Hunter,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Chapman & Cutler LLP for outside counsel for legal services in the following category*:

- Public & Project Finance

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated April 30, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.
4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for

its legal services pool contract.

UTA eagerly looks forward to partnering with Chapman & Cutler on this project.

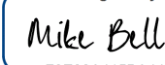
If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

UTAH TRANSIT AUTHORITY:

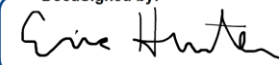
DocuSigned by:

By: 70E33A445BA44F6...

Mike Bell
UTA Legal Counsel

By: _____
David Wilkins
Transit Section Director

By: _____
Jay Fox
UTA Executive Director

CHAPMAN & CUTLER LLP:

DocuSigned by:

C6F6A152DF444AD...

Eric T. Hunter
Partner



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Public and Project Finance and Tax (Gillmore Bell)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Gillmore & Bell for assistance with Public & Project Finance and Tax issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for all 5 years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Gillmore & Bell was selected as one of the firms to be included in the pool for Public & Project Finance and Tax matters.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a Requisition and then issues a purchase order to the firm to allow them to perform the

work. Any purchase order exceeding Board approval thresholds will be brought to the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Gillmore & Bell
Contract Number:	24-0385443
Base Contract Effective Dates:	April 30, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (options years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for all 5 years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

[Click or tap here to enter text.](#)

FISCAL IMPACT:

Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued “subject to availability of funding” printed on the face of the Purchase Order.

Outside Law Firm Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

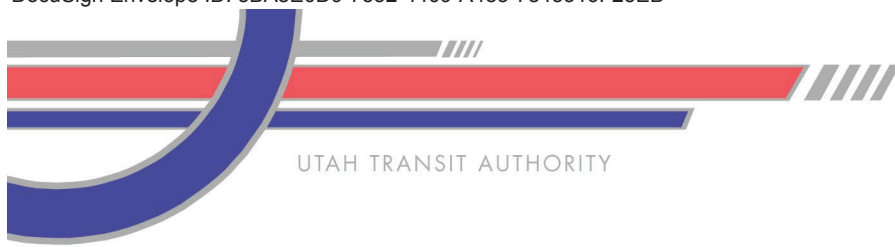
2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Gilmore & Bell P.C.
15 West South Temple
Salt Lake City, UT 84101

SENT VIA E-MAIL ONLY to rlarsen@gilmorebell.com

RE: Notice of Award: RFP 24-038443 Legal Services Outside Counsel

Dear Mr. Larsen,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Gilmore & Bell P.C. for outside counsel for legal services in the following category*:

- Public & Project Finance
- Tax

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Gilmore & Bell on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: Mike Bell Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

By: _____ -
David Wilkins, UTA Section Director

GILMORE & BELL P.C.:

DocuSigned by:
By: RANDALL LARSEN 2024
3B001A51CAA043D...

Randall M. Larsen
Director

By: _____
Jay Fox, UTA Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Bankruptcy, Public and Project Finance, Commercial Lease Law, Policy Drafting (Fabian VanCott)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal agreement and associated disbursements with Fabian VanCott for assistance with Labor & Employment, Environmental, Litigation, Bankruptcy, Public & Project Finance, Commercial Lease Law, Policy Drafting, and Public & Project Finance issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for all five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Fabian VanCott was selected as one of the firms to be included in the pool for Labor & Employment, Environmental, Litigation, Bankruptcy, Public & Project Finance, Commercial Lease Law, Policy Drafting, and Public & Project Finance as the need arises.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a Requisition and then issues a purchase order to the firm to allow them to perform the

work. Any Purchase Order exceeding Board approval thresholds will be brought before the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Fabian VanCott
Contract Number:	24- 038442
Base Contract Effective Dates:	April 30, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 - July 1, 2029 (options years included for this approval request).
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for 5 years
Procurement Method:	RFP
Budget Authority:	Approved 2024 Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

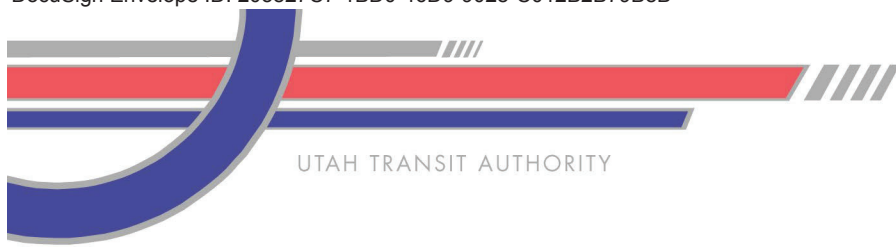
Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

BUDGET FOR OUTSIDE LEGAL EXPENSES

2024 Budget - \$100,000
2025 Forecast Budget - \$100,000
2026 Forecast Budget - \$100,000
2027 Forecast Budget - \$100,000
2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Fabian VanCott
95 South State Street
Suite 2300
Salt Lake City, UT 84111

SENT VIA E-MAIL ONLY to jhardin@fabianvancott.com

RE: Notice of Award: RFP 24-038442 Legal Services Outside Counsel

Dear Mr. Hardin,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Fabian VanCott for outside counsel for legal services in the following categories*:

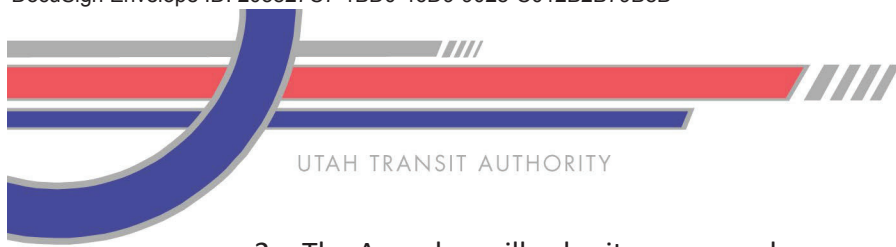
- Labor & Employment
- Environmental
- Litigation
- Bankruptcy
- Public & Project Finance
- Commercial Leasing Law
- Policy Drafting

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.
4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Fabian VanCott on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: Mike Bell Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

By: _____
David Wikins, UTA Transit
Section Director

FABIAN VANCOTT:

DocuSigned by:
By: Jason Hardin Date: 6/3/2024
C88B0CA8A2604C7...

Jason Hardin
Director

By: _____
Jay Fox
UTA Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General
TITLE:

Contract: Outside Legal Services - Pension, Labor and Employment, Immigration, Transportation Law (Jackson Lewis PC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Jackson Lewis PC for assistance with Pension, Labor & Employment, Immigration, Litigation and Transportation Law issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:
A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Jackson Lewis PC was selected as one of the firms to be included in the pool for Pension, Labor & Employment, Immigration, Litigation and Transportation Law issues.

DISCUSSION:
As specialized legal issues arise, UTA Legal Services needs the ability to see assistance from outside law firms on a timely basis. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm, which in turn provides an engagement letter to UTA based on the pre-determined discounted rates. UTA Legal Services then processes a requisition and issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold will be brought before the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Jackson Lewis PC
Contract Number:	24-038444
Base Contract Effective Dates:	April 29, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (options years are included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo ability to obtain outside legal guidance quickly and efficiently and rely only in in-house legal staff.

FISCAL IMPACT:

Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Law Firm Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

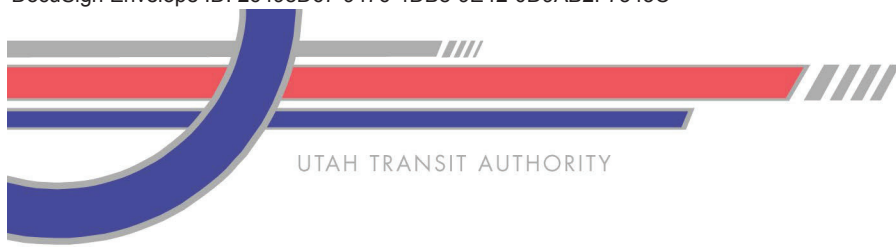
2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Jackson Lewis P.C.
501 Riverside Avenue
Suite 902
Jacksonville, FL 32202

SENT VIA E-MAIL ONLY to William.Moseley@jacksonlewis.com

RE: Notice of Award: RFP 24-038444 Legal Services Outside Counsel

Dear Mr. Moseley,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Jackson Lewis P.C. for outside counsel for legal services in the following categories*:

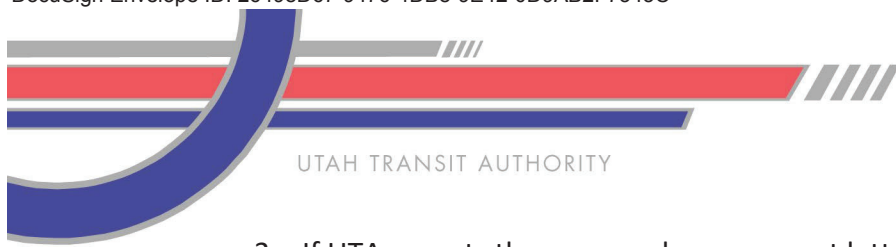
- Pension
- Labor & Employment Law
- Immigration
- Litigation
- Transportation Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated April 29, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.
4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Jackson Lewis on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: Mike Bell Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

By: _____
David Wilkins, UTA Section Director

JACKSON LEWIS P.C.:

DocuSigned by:
By: William Moseley Date: 6/4/2024
140EC98156C540A...

William Moseley
Principal

By: _____
Jay Fox, Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Environmental Law, Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), Transportation Law (Kaplan, Kirsch and Rockwell LLP)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Kaplan, Kirsch & Rockwell LLP for assistance with Environmental Law, Railroad Law, STB, NTSB, and Transportation Law matters as the need arises. This contract is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for the five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Kaplan, Kirsch & Rockwell LLP was selected as one of the firms to be included in the pool for assistance with Environmental Law, Railroad Law, STB, NTSB, and Transportation Law matters.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold amount will be brought before the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Kaplan, Kirsch & Rockwell LLP
Contract Number:	24-038445
Base Contract Effective Dates:	May 1, 2024, through July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (option years included in this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

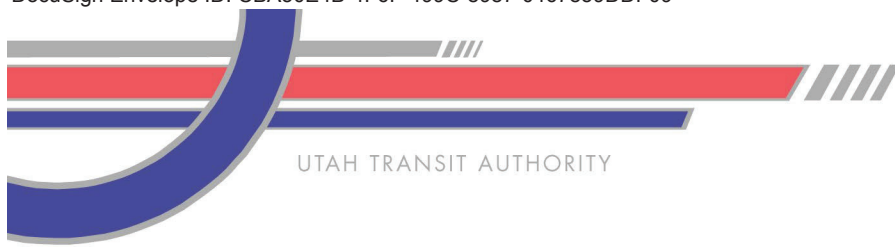
Requisitions authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Budget for Outside Legal Expenses

2024 Budget - \$100,000
2025 Forecast Budget - \$100,000
2026 Forecast Budget - \$100,000
2027 Forecast Budget - \$100,000
2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Kaplan, Kirsch & Rockwell LLP
1634 I Street
Suite 300
Washington, DC 20006

SENT VIA E-MAIL ONLY to cspitulnik@kaplankirsch.com

RE: Notice of Award: RFP 24-038445 Legal Services Outside Counsel

Dear Mr. Spitulnik,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Kaplan, Kirsch & Rockwell LLP for outside counsel for legal services in the following categories*:

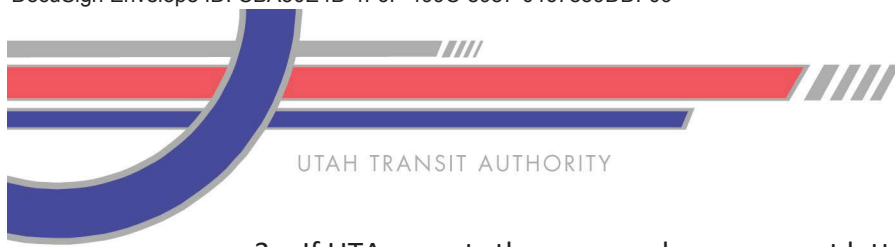
- Environmental
- Railroad Law
- Surface Transportation Board (STB) & National Transportation Safety Board (NTSB)
- Transportation

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.
4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Kaplan, Kirsch & Rockwell on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: *Mike Bell* Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

BY: _____
David Wilkins, UTA Section Director

KAPLAN, KIRSCH & ROCKWELL LLP:

DocuSigned by:
By: *Charles A. Spitulnik* Date: 6/4/2024
663238B36DAB4CC...

Charles A. Spitulnik
Partner

BY: _____
Jay Fox, Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Railroad Law, Bankruptcy, Tax Law, Transportation Law, Intellectual Property Law, and Construction Law (Parsons, Behle and Latimer, PLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Parson, Behle & Latimer LPC for assistance with Labor & Employment, Environmental, Litigation, Railroad Law, Bankruptcy, Tax Law, Transportation Law, Intellectual Property Law, and Construction Law issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Behle & Latimer PLC was selected for assistance with Labor & Employment, Environmental, Litigation, Railroad Law, Bankruptcy, Tax Law, Transportation Law, Intellectual Property Law, and Construction Law issues

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law

firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a Requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase Orders exceeding a Board approval threshold amount will be brought before the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Parson, Behle and Latimer PLC
Contract Number:	24-038448
Base Contract Effective Dates:	May 1, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 - July 1, 2029 (options years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Legal Expense Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Parsons, Behle & Latimer, PLC
201 South Main Street
Suite 1800
Salt Lake City, UT 84111

SENT VIA E-MAIL ONLY to RHughes@parsonsbehle.com

RE: Notice of Award: RFP 24-038448 Legal Services Outside Counsel

Dear Mr. Hughes,

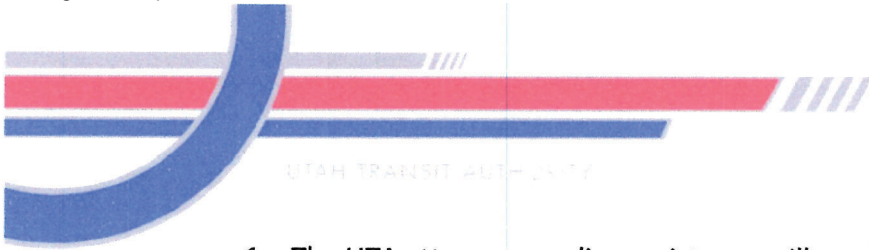
Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Parsons, Behle & Latimer, PLC for outside counsel for legal services in the following categories*:

- Labor & Employment
- Environmental
- Litigation
- Railroad Law
- Bankruptcy
- Tax
- Transportation Law
- Intellectual Property
- Construction Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:



669 West 200 South

Salt Lake City, UT 84101

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.
4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Parsons, Behle & Latimer on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:

By: Mike Bell
70E33A415BA44F6....

Date: 6/4/2024

Mike Bell
UTA Legal Counsel

By: _____
David Wilkins, Transit
Section Director

PARSONS, BEHLE & LATIMER, PLC:

By: Robert H. Hughes Date: 6/4/24

Robert H. Hughes
Shareholder

By: _____
Jay Fox, UTA Executive
Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Officer Involved Critical Incidents, Bankruptcy, Construction Law, Commercial Leasing Law (Spencer Fane LLP)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Spencer Fane LLP for assistance with Officer Involved Critical Incidents, Bankruptcy, Construction Law, Commercial Leasing Law issues as the need arises, This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Spencer Fane was selected as one of the firms to be included in the pool for assistance with Officer Involved Critical Incidents, Bankruptcy, Construction Law, and Commercial Leasing Law.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold amount will be brought before the Board for approval

CONTRACT SUMMARY:

Contractor Name:	Spencer Fane LLP
Contract Number:	24-038449
Base Contract Effective Dates:	May 1, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (option years included in this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

Requisitions shall be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Legal Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

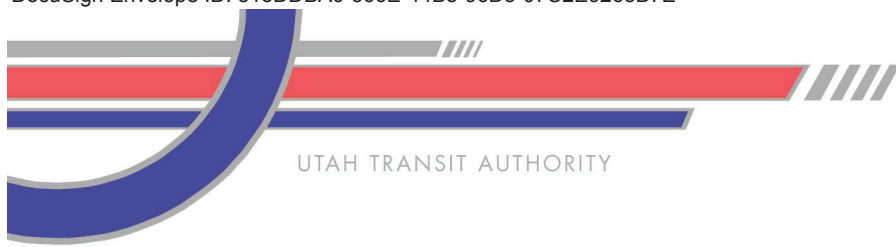
2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Spencer Fane LLP
10 Exchange Place
Suite 1100
Salt Lake City, UT 84111

SENT VIA E-MAIL ONLY to rsyoung@spencerfane.com

RE: Notice of Award: RFP 24-038449 Legal Services Outside Counsel

Dear Mr. Young,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Spencer Fane LLP for outside counsel for legal services in the following categories*:

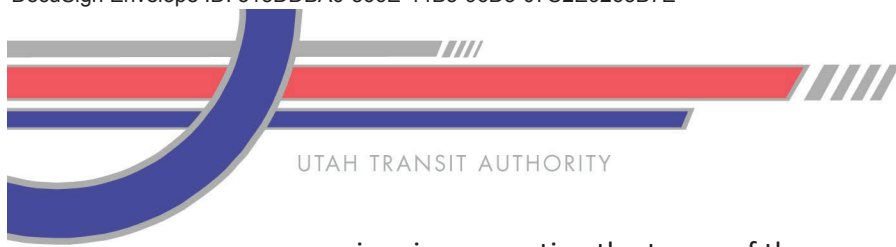
- Officer Involved Critical Incident Representation
- Bankruptcy
- Construction Law
- Commercial Leasing Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

services incorporating the terms of the engagement letter and UTA's standard terms and conditions.

4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Spencer Fane on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: Mike Bell Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

SPENCER FANE LLP:

DocuSigned by:
By: Scott Young Date: 6/4/2024
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Scott Young
Attorney

By: _____
David Wilkins, UTA Transit Section Director

By: _____
Jay Fox, Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Pension, Immigration, Intellectual Property (Kutak Rock LLP)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Kutak Rock LLP for assistance with Pension, Immigration, and Intellectual Property matters as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Kutak Rock was selected as one of the firms to be included in the pool for assistance with Pension, Immigration, and Intellectual Property matters.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal

Services processes a requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold amount will be brought before the Board for approval.

CONTRACT SUMMARY:

Contractor Name:	Kutak Rock LLP
Contract Number:	24-038446
Base Contract Effective Dates:	April 30, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (options years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Legal Expense Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

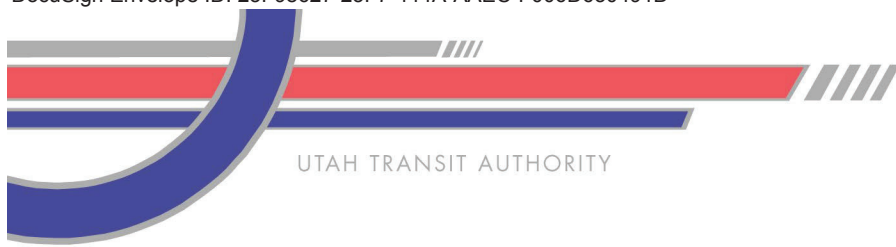
2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/ Notice of Award



669 West 200 South
Salt Lake City, UT 84101

June 3, 2024

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

SENT VIA E-MAIL ONLY to P.Brian.Bartels@kutakrock.com

RE: Notice of Award: RFP 24-038446 Legal Services Outside Counsel

Dear Mr. Bartels,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Kutak Rock LLP for outside counsel for legal services in the following categories*:

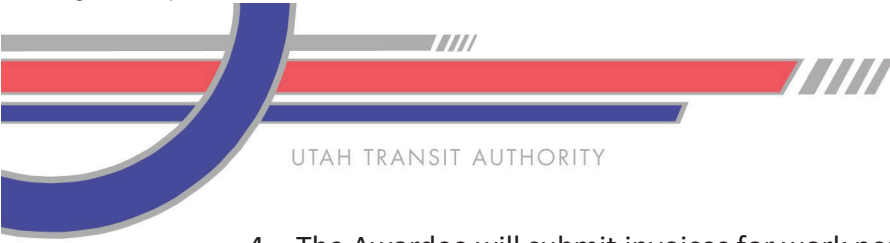
- Pension
- Immigration
- Intellectual Property Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated April 30, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Kutak Rock on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: Mike Bell Date: 6/4/2024
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Mike Bell
UTA Legal Counsel

By: _____
David Wilkins, UTA Section Director

KUTAK ROCK LLP:

DocuSigned by:
By: P. Brian Bartels Date: 6/4/2024
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P. Brian Bartels
Partner

By: _____
Jay Fox, Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Construction Law (Nossaman LLP)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with to Nossaman LLP for assistance with Construction Law issues as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Nossaman LLP was selected as one of the firms to be included in the pool for Construction Law

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discount rates. UTA Legal Services processes a requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold amount will be brought before the Board for

approval.

CONTRACT SUMMARY:

Contractor Name:	Nossaman LLP
Contract Number:	24-038447
Base Contract Effective Dates:	May 1, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (options years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex legal matters.

FISCAL IMPACT:

Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Legal Expense Budget

2024 Budget - \$100,000

2025 Forecast Budget - \$100,000

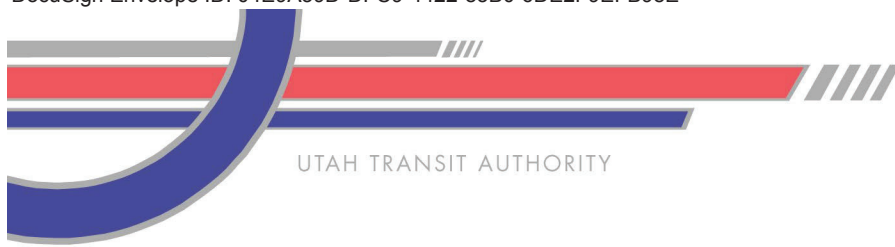
2026 Forecast Budget - \$100,000

2027 Forecast Budget - \$100,000

2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South
Salt Lake City, UT 84101

June 3, 2024

Nossaman LLP
1401 New York Avenue NW
Suite 800
Washington, DC 20005

SENT VIA E-MAIL ONLY to aschmid@nossaman.com

RE: Notice of Award: RFP 24-038447 Legal Services Outside Counsel

Dear Ms. Schmid,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Nossaman LLP for outside counsel for legal services in the following categories*:

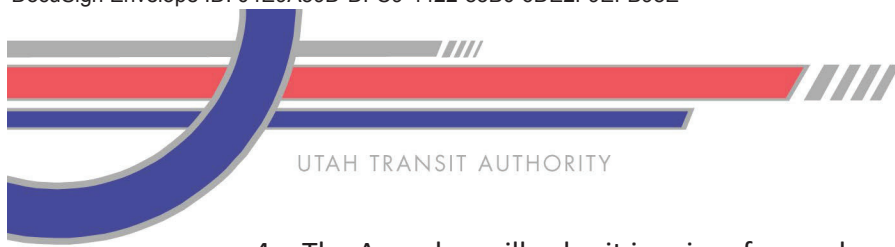
- Construction Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal services incorporating the terms of the engagement letter and UTA's standard terms and conditions.



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Nossaman on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: *Mike Bell* Date: 6/3/2024
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Mike Bell
UTA Legal Counsel

By: _____
David Wilkins, UTA Section Director

NOSSAMAN LLP:

DocuSigned by:
By: *Ann-Therese Schmid* 6/3/2024
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Ann-Therese Schmid
Partner

By: _____
Jay Fox, UTA Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Wilkins, Assistant Attorney General
PRESENTER(S): David Wilkins, Assistant Attorney General
Tim Merrill, Assistant Attorney General

TITLE:

Contract: Outside Legal Services - Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), and Communications Law (Venable LLP)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a legal services agreement and associated disbursements with Venable LLP for assistance with Railroad Law, STB, NTSB and Communications Law matters as the need arises. This agreement is part of a legal services agreement pool and is subject to a pool Not-To-Exceed amount of \$500,000 for five years.

BACKGROUND:

A full and open competition was held in April 2024 for legal services from outside law firms in specialized areas of the law. Venable was selected as one of the firms to be included in the pool for Railroad Law, STB, NTSB and Communications Law matters.

DISCUSSION:

As specialized legal issues arise, UTA Legal Services needs the ability to seek assistance from outside law firms. Establishment of this pool for pre-determined discounted rates gives UTA the ability to quickly obtain the expert legal guidance or support required. Once a need is identified, UTA provides a work summary to the law firm which in turn provides an engagement letter to UTA based on pre-determined discounted rates. UTA Legal Services processes a requisition and then issues a purchase order to the firm to allow them to perform the work. Purchase orders exceeding a Board approval threshold amount will be brought before the Board for

CONTRACT SUMMARY:

Contractor Name:	Venable LLP
Contract Number:	24-0384410
Base Contract Effective Dates:	May 1, 2024, thru July 1, 2027
Extended Contract Dates:	July 1, 2027 thru July 1, 2029 (Option years included for this approval request)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$500,000 for entire pool for five years.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Forgo specialized and expert legal assistance which would put UTA at risk when facing complex matters.

FISCAL IMPACT:

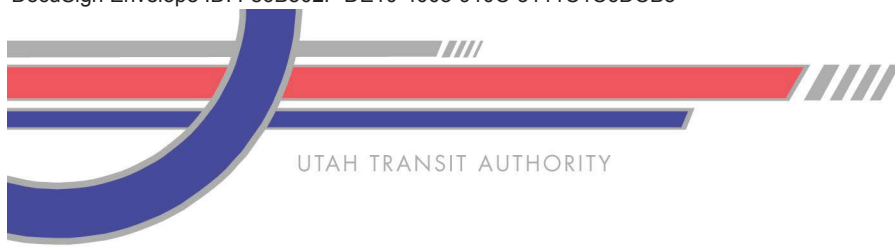
Requisitions will be authorized and P.O.s issued once a need arises. The legal budget for FY 2024 contains \$420K which will be adequate to cover this year. Funding for FY years 25 thru 28 will be allocated at a future date. Any legal services procured in FY24 which could extend into FY 25 or beyond will be issued "subject to availability of funding" printed on the face of the Purchase Order.

Outside Legal Expense Budget

2024 Budget - \$100,000
2025 Forecast Budget - \$100,000
2026 Forecast Budget - \$100,000
2027 Forecast Budget - \$100,000
2028 Forecast Budget - \$100,000

ATTACHMENTS:

Contract/Notice of Award



669 West 200 South

Salt Lake City, UT 84101

June 3, 2024

Venable LLP
600 Massachusetts Avenue NW
Washington, DC 20001

SENT VIA E-MAIL ONLY to frwagner@venable.com

RE: Notice of Award: RFP 24-0384410 Legal Services Outside Counsel

Dear Mr. Wagner,

Good morning. Congratulations! I am pleased to inform you that the Utah Transit Authority has selected Venable LLP for outside counsel for legal services in the following categories*:

- Railroad Law
- Surface Transportation Board (STB) & National Transportation Safety Board (NTSB)
- Communications Law

**selection for one or more categories is not a guarantee of actual work*

This Award Letter will be valid for a period of three (3) years, with two (2) potential one-year options, for a possible five (5) year Term. You have agreed to hold your rates firm, as provided in your Response (Price Proposal – dated May 1, 2024), thru July 1, 2027 (Base Term).

As stated in the RFP (#24-03844x), Part 1 – Issuance of Purchase Orders for Specific Matters, when a specific matter arises where outside law firm assistance is required, the following process will be followed:

1. The UTA attorney needing assistance will send a written request to the Awardee contact with a summary of the matter for which assistance is required.
2. The Awardee will submit a proposed engagement letter which incorporates the fee contained in the Proposal which was accepted by UTA.
3. If UTA accepts the proposed engagement letter, the Contract Administrator will issue a Purchase Order for performance of the specifically requested legal



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

services incorporating the terms of the engagement letter and UTA's standard terms and conditions.

4. The Awardee will submit invoices for work performed referencing the Purchase Order number.

UTA has established a Not-To-Exceed (NTE) amount of \$500,000 as the total amount for its legal services pool contract.

UTA eagerly looks forward to partnering with Venable on this project.

If you should have any questions, please feel free to contact me via phone, 801-287-3059, or via email, jrider@rideuta.com.

Very Respectfully,

Jimi Rider

Jimi Rider
Procurement and Contracts Specialist

CC: David Wilkins
Mike Bell
Tim Merrill

UTAH TRANSIT AUTHORITY:

DocuSigned by:
By: *Mike Bell* Date: 6/3/2024
70E33A415BA44F6...

Mike Bell
UTA Legal Counsel

By: _____
David Wilkins, UTA Transit Section Director

VENABLE LLP:

DocuSigned by:
By: *Fred Wagner* Date: 6/4/2024
9CB1CFB003F74C7...

Fred R. Wagner
Partner

By: _____
Jay Fox, UTA Executive Director



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design and Construction
Janelle Robertson, Project Manager III

TITLE:

Contract: Program Management Right of Way Acquisition Services (Horrocks Engineers, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute the contract and associated disbursements with Horrocks Engineers in the amount of \$1,875,000 for three years for program management right of way acquisition services. Exercise of option years will require future board approval.

BACKGROUND:

UTA's charter includes the responsibility to acquire right-of-way or other facilities necessary or convenient for public transit service. This is a time consuming and complicated process which is critical to the timely and successful completion of current and future projects. In addition, UTA has received funding for corridor preservation for future projects that needs to be utilized and implemented.

DISCUSSION:

Using a competitive process, UTA selected Horrocks Engineers, Inc. to provide right of way acquisition services to help UTA deliver real estate needs in a timely manner. The type of services to be provided include corridor preservation expertise, relocation services, acquisition services, appraisal reviews, lead agent services, and general management of the programs and processes. Projects expected to utilize these services immediately are the Box Elder and Weber County corridor preservation projects and corridor preservation for the FrontRunner South Extension. Other projects will also be able to utilize this contract as needed. The base 3-year contract has a not to exceed value of \$1,875,000 and each of the first three years is subject to an annual NTE of \$625,000. Each of the two option years also has an NTE of \$625,000.

CONTRACT SUMMARY:

Contractor Name: Horrocks Engineers, Inc.
Contract Number: 23-03799
Base Contract Effective Dates: June 2024 - June 30, 2027.
Extended Contract Dates: Two additional one-year options through June 2029 will require future board approval.
Existing Contract Value: n/a
Amendment Amount: n/a
New/Total Contract Value: NTE \$1,875,000 for three-year base contract.
Procurement Method: RFQu
Budget Authority: Approved 2024 Capital Budget

ALTERNATIVES:

UTA could attempt to provide these services internally, but it would be a significant burden and cause significant delays.

FISCAL IMPACT:

\$625,000 per year for up to 5 years if both options are exercised-contained within the approved 5-year capital plan.

	2024 Budget	2025 Plan	2026 Plan	Total
MSP140	\$125,000	\$125,000	\$125,000	\$375,000
MSP193	\$250,000	\$250,000	\$250,000	\$750,000
MSP264	\$250,000	\$250,000	\$250,000	\$750,000
Total				\$1,875,000

ATTACHMENTS:

Contract

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #23-03799

UTA Program Management ROW Acquisition Services

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

RECITALS

WHEREAS, UTA desires to hire a full time ROW Consultant for The Program Management Right of Way (PM/ROW) Acquisition Services, and Acquisition-related service agreements.

WHEREAS, On November 6, 2023, UTA issued Request for Qualification Package Number 23-03799 (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant 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 4.6, 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 June 30, 2027. 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. 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.
- b. 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.
- c. Annual increases may be allowed for cost-of-living adjustments to the billing rates. All increases must be justified and agreed to by both Parties based on actual increases and using the CPI-All Urban West Region and audited overhead rates.

6. **INCORPORATED DOCUMENTS**

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments.
2. UTA Terms and Conditions
3. UTA Solicitation Terms

4. Consultant's Bid or Proposal including proposed terms or conditions.
Any Consultant /Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. CHANGES

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

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

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

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

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

9. **INVOICING PROCEDURES**

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

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

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

11. **USE OF SUBCONSULTANT S**

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

12. **KEY PERSONNEL**

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

Wendy Hansen

Dian McGuire

Desiree Vargas

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

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to 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 Professional 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.

15. **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 Professional Services furnished by consultant prior to termination.

16. **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.

17. FINDINGS CONFIDENTIAL

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

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

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

18. PUBLIC INFORMATION.

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

19. GENERAL INDEMNIFICATION

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

20. **INSURANCE REQUIREMENTS**

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".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

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

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

5. Railroad Protective Liability Insurance was removed, with the understanding that Consultant cannot do work within 50 ft of the active rail corridor without this insurance.

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.
3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required 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 utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONSULTANT S:** Consultants’ certificate(s) shall include all subConsultants as additional insureds under its policies or subConsultant s 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.

21. **OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant’s performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA’s rights under this Contract,

Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subConsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subConsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subConsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

22. **INDEPENDENT CONSULTANT**

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

23. **PROHIBITED INTEREST**

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

24. **CLAIMS/DISPUTE RESOLUTION**

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

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

Level of Authority	Time Limit
UTA's Project Manager Janelle Robertson/Consultant's Project Manager Wendy Hansen	Five calendar days
UTA's Jarad Scarbrough, Director of Capital Design & Construction/Consultant's Design Engineer Rob Lambert	Five calendar days
UTA's David Hancock, Chief Capital Services Officer/Consultant's Principal Engineer Kris Peterson	Five calendar days

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

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

25. **GOVERNING LAW**

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

26. **ASSIGNMENT OF CONTRACT**

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

27. **NONWAIVER**

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

28. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Jolene Higgins
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:

Horrocks
4919 South 1500 West, Suite 300
Riverdale, Utah 84405

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

29. **CONTRACT ADMINISTRATOR**

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

30. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

31. **COSTS AND ATTORNEYS FEES**

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

32. **NO THIRD PARTY BENEFICIARY**

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

33. **FORCE MAJEURE**

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

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

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

35. **TRAVEL COSTS**

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

36. **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.

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. 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.

38. **AMENDMENTS**

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

39. COUNTERPARTS

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

40. 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 _____
 Jay Fox
 Executive Director
 Date: _____

By _____
 David Hancock
 Chief Capital Services Officer
 Date: _____

HORROCKS ENGINEERING INC. :

DocuSigned by:
 By  _____
 Kristin Horrocks, Principal Engineer
 Date: 5/23/2024

DocuSigned by: o Content and Form
 _____ 5/23/2024
 Assistant Attorney General
 UTA Counsel

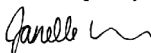
Reviewed & Recommended
 DocuSigned by:
 _____ 5/23/2024
 Janene Robertson
 Project Manager III

Exhibit A - Scope of Work

The Consultant will be providing program management right of way (PM/ROW) acquisition and acquisition-related services (work disciplines) that UTA deems necessary for current and upcoming projects and develop and deliver ROW acquisition-related training to UTA and its design consultants related to a specific work discipline. Specific tasks performed under this contract will be authorized in advance by the UTA Project Manager. The UTA Project Manager will provide a written task authorization that contains a brief description of the work and the estimated hours required for performance of the task. The contractor will not be compensated for unauthorized work. Task authorizations will be provided as supporting documentation with invoices.

Work disciplines to be provided:

- Acquisition Services PM/ROW Firm
- Relocation Services, Non-residential - PM/ROW Firm
- Relocation Services, Residential - PM/ROW Firm
- Appraisal Review Services – PM/ROW Firm
- Lead Agent Services, Complex Projects - PM/ROW Firm
- Lead Agent Services, Non-complex Projects - PM/ROW Firm
- Program and Project Management and Coordination Services - PM/ROW Firm
- Corridor Preservation Management
- Other tasks needed to advance ROW acquisitions, management, disposition or sells for UTA

All contract and modification costs (including subconsultant costs) of this Agreement will count towards the PM/ROW Consultant's Annual NTE Budget. The UTA Project Managers will negotiate the scope of work and fee to make sure that the PM/ROW Consultant has budget availability prior to executing the Agreement. The scope and cost will be negotiated each year based on expected workload.

Exhibit B - Labor Cost Form

Rates for the Appraisal Review Services will be based on a unit cost per each review.

PROPOSAL RATES

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/ Classification	Basic Hourly Rate	Over- head rate	Fee %	Fully Burdened Bill Rate or Unit Rate
<i>Proposal</i>										
1	Horrocks	X		Hansen	Wendy	Lead Agent	\$80.25	169.96%	12%	\$242.64
2	Horrocks	X		McGuire	Dian	Acq/Relo Agent	\$74.42	169.96%	12%	\$225.01
3	Horrocks	X		Vargas	Desiree	Acq/Relo Agent	\$46.44	169.96%	12%	\$140.41
4	Horrocks	X		Wixom	Shannon	Acq/Relo Agent	\$53.85	169.96%	12%	\$162.83
5	Padgett Real Estate		X	Padgett	Gale	Acq/Relo Agent	\$0.00	169.96%	12%	\$0.00
6	Horrocks	X		Thomas	Milena	ROW Coordinator	\$34.49	169.96%	12%	\$104.27
7	Horrocks	X		Larsen	Wayne	Review Appraiser	\$78.97	169.96%	12%	\$238.76
8	Horrocks	X		Lambert	Rob	PM/Design Coordination	\$80.55	169.96%	12%	\$243.55
9	Horrocks	X		Pope	Cory	PM/Contract Mgmt	\$102.88	169.96%	12%	\$311.06
10	Horrocks	X		Rhoades	Destinee	Accounting	\$29.32	169.96%	12%	\$88.64
11	Horrocks	X		Ryan	Chay	Accounting	\$42.49	169.96%	12%	\$128.47
12	Horrocks	X		Jacobson	Geneen	Clerical	\$27.73	169.96%	12%	\$83.86
13	Horrocks	X		Laycock	Cathy	Clerical	\$41.66	169.96%	12%	\$125.95
14	Horrocks	X		Bishop	Scott	Survey/ROW Design	\$94.14	169.96%	12%	\$284.63
15	Horrocks	X		Woodin	Marie	Survey/ROW Design	\$79.34	169.96%	12%	\$239.89
16	Horrocks	X		Rogers	Brandon	ROW Design	\$25.89	169.96%	12%	\$78.29
17	Horrocks	X		Hayden	Madeleine	ROW Design	\$24.61	169.96%	12%	\$74.41
18	Horrocks	X		Pounder	Scott	ROW Design	\$46.18	169.96%	12%	\$139.63
19	Horrocks	X		Loveridge	Matt	ROW Design CADD	\$46.88	169.96%	12%	\$141.73

UNIT PRICING

Item	Unit	Unit Price
Appraisal Review Services	Each	\$1,200.00

The Not-to-Exceed price for the 3-year base contract is \$1,875,000 (NTE \$625,000 per year). The Not-To-Exceed price for Option Year 1 is \$625,000. The Not-to-Exceed price for Option Year 2 is \$625,000.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

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

TITLE:

Change Order: South Jordan Downtown TRAX Station Construction Services Change Order No. 1 - Phase 2 Construction (Paulsen Construction LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the change order and associated disbursements with Paulsen Construction LLC for Phase 2 Construction services for the new South Jordan Downtown TRAX station in the amount of \$3,960,921.54.

BACKGROUND:

UTA was approached in late 2023 about constructing a new TRAX platform in South Jordan on the existing red line between South Jordan Parkway and Daybreak Parkway due to rapid growth in the area, including commercial development. The City's community master plan demonstrated increased demand for transit connections. South Jordan City applied for and received Transit Transportation Investment Fund (TTIF) funds for the project. Additional funding for the project will come from Salt Lake County and UDOT. A funding agreement between UTA and the stakeholders has been executed. Total funding made available to UTA for the entire project is \$6,000,000.00.

DISCUSSION:

UTA issued an RFP for the award of a Construction Manager/General Contractor (CM/GC). Paulsen construction was selected on a best value basis. The GM/GC contract contains two Phases. Phase I is for pre-construction services with a negotiated price of \$51,000 and was executed earlier this year. The Board of Trustees approved the Phase 1 contract on March 13, 2024. Phase 2 is for construction services. The phase 2

price was negotiated during Phase 1. An Independent cost estimate was prepared and the price has been determined to be fair and reasonable.

CONTRACT SUMMARY:

Contractor Name:	Paulsen Construction LLC
Contract Number:	24-03819-1
Base Contract Effective Dates:	March 14, 2024 through August 31, 2024
Extended Contract Dates:	August 31, 2024 through May 15, 2025
Existing Contract Value:	\$51,000.00
Amendment Amount:	\$3,960,921.54
New/Total Contract Value:	\$4,011,921.54
Procurement Method:	Request for Proposal
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Do not construct and new platform in the area.

FISCAL IMPACT:

Project MSP300 is funded through TTIF funds with local match provided by Utah State Legislature and Salt Lake County. The agreement to transfer funds to UTA was executed in May 2024. The total amount of the agreement is for \$6,000,000. This funding is included in the 2024-2028 Capital Plan.

The 2024 approved budget includes \$4,500,000 from the agreement with South Jordan City for this project. The remaining \$1,500,000 from the agreement will be included in the 2025 budget.

The funding for this contract is:

1. 2024 Capital Budget - July through December - \$3,366,783.00
 2. 2025 Capital Plan - January through May - \$594,138.54
-

ATTACHMENTS:

Change order #001 - South Jordan Downtown TRAX Station Construction Phase 2 (Paulsen)

Phase 2 Contract Amendment (Paulsen)

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



CHANGE ORDER

No. 1

TITLE:Construction Services Amendment_South Jordan Downtown Trax Station

DATE:5/30/2024

PROJECT/CODE:MSP300 - South Jordan TRAX Platform

This is a change order to

CONTRACT No:24-03819

TO:Paulsen Construction, LLC

ATTN:John Paulsen

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

This change order is to add the Phase 2 Construction Services to the contract with Paulsen Construction for the South Jordan Downtown Trax Platform. The change order is for the costs of constructing the new South Jordan Downtown Trax platform. This will include excavation, concrete, electrical, hydronic snowmelt system, canopies, and signing. The pricing was negotiated during the phase 1 portion of the contract. This change request also includes extending the contract end date identified in Phase 1 Pre-Construction services from 8/31/2024 to 5/15/2025 (258 days) to align with the construction schedule and the specified "Final Completion" date.

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:	\$3,960,922	Original Contract Sum:	\$51,000	Final Completion Date Prior to This Change:	8/31/2024
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	258
Cost Plus:	-	Previous Project Total:	\$51,000	Final Completion Date as of This Change Order:	5/15/2025
T&M NTE:	-	Net Change This Change Order:	\$3,960,922	ACC DocuSigned by: By: John Paulsen Date: 5/31/2024	
Total:	\$3,960,922	Current Project Total:	\$4,011,922		

By:David Osborn
Date:Project Manager <\$25,000

By:Jared Scarbrough
Date:Director of Design & Construction <75,000

By:Mike Bell
Date:5/31/2024Attorney General >\$10,000

By:John Paulsen
Date:Paulsen Construction, LLC

By:David Hancock
Date:Chief Service Dev Officer <\$200,000

By:Jay Fox
Date:Executive Director >\$200,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	24-03819 PAU
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$51,000	
Total to Date		\$		

CONSTRUCTION SERVICES AMENDMENT
SOUTH JORDAN DOWNTOWN TRAX STATION CONSTRUCTION (CMGC)
PHASE 2 CONTRACT 24-03819 AMENDMENT 1

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment (“**Amendment**”) is between UTA Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Paulsen Construction LLC (“**Contractor**”).

RECITALS

A) UTA is Constructing two side platforms and amenities on the existing TRAX Red line between existing roads in the Daybreak Community of South Jordan, Utah (the “**Project**”).

B) Pursuant to Request for Proposals No 24-03819 (“**RFP**”), UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated (the “**Phase 1 Agreement**”).

C) Pursuant to the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum price, schedule, and scope of work for the construction services for the Project, and desire to amend the Phase 1 Agreement in order to include that scope, schedule, and price. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Contractor shall perform the Work. In the Contract Documents, “**Work**” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services, and labor reasonably inferable from the Contract Documents as necessary to complete the Project

2. Schedule. (a) The Baseline Schedule is hereby attached as Exhibit D. Contractor shall commence the Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue an NTP until all insurance, bonding, and other required documentation is submitted and deemed acceptable by UTA.

(b) UTA may issue a limited Notice to Proceed on a portion of the Work and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Contractor shall achieve Substantial Completion of the entire Work no later than March 15, 2025. In the Contract Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA can occupy and use the Project for system integration testing, training, and pre-revenue operations.

(d) The Contractor shall achieve Revenue Readiness of the Work no later than (April. 1, 2025). In the Contract Documents, “**Revenue Readiness**” means that the Work is sufficiently complete in accordance with the Contract Documents so that the Project is ready for public use.

(e) The Contractor shall achieve Final Completion of the Work as expeditiously as reasonably practicable, but in no event later than May 15, 2025. In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with the General Conditions.

(f) Time is of the essence with respect to the dates set forth in this section.

(g) Contractor acknowledges that if Substantial Completion is not attained by the Guaranteed Substantial Completion Date, UTA will suffer damages that are difficult to measure and determine with precision. If Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Contractor shall pay UTA \$1,000 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum price of plus a not-to-exceed provisional amount of which is conditioned upon evaluation and approval of payment by UTA, for a total not to exceed amount of \$3,960,921.54, as more particularly set forth on the Price Summary and Basis of Estimate, attached as Exhibit C. For purposes of this Addendum, the Contract Price does not include the Phase 1 Contract Price, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Contractor will be entitled to a markup of for allowable and allocable home office overhead and profit. Subcontractors will be entitled to a markup of for overhead and profit, but the cumulative markup may not exceed the percentages listed in Exhibit C.

4. Contract Documents. (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits, appendices, and specifically including the General Conditions;
- (3) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (4) The Phase 1 Agreement, including its exhibits;
- (5) The Contractor’s Proposal in response to the RFP;
- (6) The RFP.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “**Discrepancy**”), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Contractor’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor’s right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates as its Project Manager, and as its Senior Representative. UTA’s Contract Administrator for this Agreement is. Questions or correspondence regarding the contractual aspects of this Agreement should be directed at the address set forth in section 9.

(b) Contractor designates as its Project Manager, and as its Senior Representative.

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

- (1) Superintendent: Shawn Meryhew
- (2) Project Engineer: Ben Fowler
- (3) Quality Control Manager: Mike Crisp

(b) This Agreement was awarded based on Contractor’s representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Contractor shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Contractor’s Proposal. Removal of key personnel without UTA concurrence shall result in liquidated damage of \$100,000 per occurrence.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the “Bonds”) issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury’s Circular 570. The Bonds must each be in an amount equal to 100% of the Contract Price, and in a form acceptable to UTA. Contractor shall provide the Bonds to UTA prior to commencing any Work.

(c) Upon Final Completion of the Work, UTA may, in its sole discretion, allow Contractor to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA.

8. Value Engineering. Savings resulting from an approved Value Engineering Change Proposal (VECP) (as defined in Article 10 of the General Conditions) subsequent to the execution of this Amendment, will be allocated 70% to UTA, and 30% to Contractor. This provision governs over conflicting language in the General Conditions. However, the Contractor is ineligible to share in any VECP which was known to the Contractor prior to submission of its Phase II proposal.

9. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties ("**Notices**") must be in writing and addressed as follows:

If to UTA Transit Authority:
Utah Transit Authority
ATTN:
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 the Contractor:
Paulsen Construction
Attn: John Paulsen
3075 S. Specialty Cir
Salt Lake City, Utah 84115

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

10. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

11. Effectiveness; Date. The Amendment will become effective when all parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

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UTAH TRANSIT AUTHORITY

PAULSEN CONSTRUCTION LLC

____ Date _____
Jay Fox
Executive Director

DocuSigned by:
John Paulsen _____ Date 5/31/2024
A3ED715967AB428...
President

____ Date _____
David Hancock
Chief Capital Services Officer

Approved as to Legal Content:

DocuSigned by:
Mike Bell _____ Date 5/31/2024
70E33A415BA44F6...

Reviewed and Recommended

DocuSigned by:
David Osborne _____ Date 5/31/2024
216B74DEFA87419...
Project Manager III

Contractor’s Federal ID Number:

Phase 2 Construction Services Amendment
SOUTH JORDAN LAKE AVENUE TRAX STATION CONSTRUCTION (CMGC)
Design and Construction General Conditions

ARTICLE 1
General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a CM/GC, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Contractor’s Services

2.1 General Services.

2.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Services. If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the “Work Product”) are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.3 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

2.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor’s cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 Construction Services.

2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents

or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials,

equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in UTA Design Quality Plan. UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.4 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.5 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.6 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized

industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred and Contractor acknowledges its liability to reimburse UTA for all such reasonable expenses. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3

Site Conditions

3.1 Hazardous Materials.

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4

Payment

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

4.2 Application for Payment.

4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) immediately upon payment, UTA will receive ownership of the equipment and materials free and clear of all liens and encumbrances.

4.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

4.3 Sales Tax Exemption

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

4.4 UTA's Payment Obligations.

4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an adequately supported Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 Contractor's Payment Obligations.

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 Substantial Completion.

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 5

Indemnification and Loss

5.1 Patent and Copyright Infringement. If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

5.2 Payment Claim Indemnification. Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 Contractor's General Indemnification.

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor,

Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.4 Risk of Loss. Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

6.1 Obligation to Achieve the Contract Times. Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 Excusable Delays. The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 Excusable and Compensable Delays. In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 7

Changes

7.1 Change Orders.

7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

7.2 UTA-Directed Changes. UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

7.3 Constructive Changes.

7.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work and is within the general scope of the contract; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Constructive Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

7.3.2 Contractor's failure to deliver a Potential Constructive Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

7.3.3 In conjunction with the Potential Constructive Change Notice (or within 10 days thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Constructive Change Notice and to also evaluate the equitable relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Constructive Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Constructive Change Notice demonstrates Contractor's entitlement to a Contract equitable adjustment, and provided that the parties are able to negotiate mutually agreeable equitable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order implementing the equitable adjustment

7.3.5 Notwithstanding any language in Contract Documents to the contrary, Contractor is not authorized to expend effort on any constructive work until expressly authorized by the Contracts Administrator.

7.3.6 Any Change Order implementing an equitable adjustment negotiated pursuant to this Article shall contain all direct, indirect, general, administrative or other costs to which Contractor shall be entitled and shall operate as a final accord and satisfaction of all Contractor claims related to the grounds for the equitable adjustment and Change Order.

7.4 Direction or Authorization to Proceed.

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

7.5 Requests for Information. UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information ("RFI") process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

7.6 Contract Price Adjustments.

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be subject to a detailed Cost Analysis which examines one or more of the following methods and factors

7.6.1.1 Composition and derivation of Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum properly itemized and supported by sufficient cost or pricing data to permit thorough evaluation by UTA;

7.6.1.3 Costs, fees, labor and indirect rates and any other markup rates set forth in the Agreement; or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be unilaterally determined by UTA using cost or price analysis which considers the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. As a precondition to receipt of any Change Order or Equitable Adjustment, Contractor shall openly share all elements of cost listed above and its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 Disputes Regarding Change Orders. If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 Emergencies. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8

Claims and Claim Resolution

8.1 Claims.

8.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

8.2 Claim Resolution.

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

9.2 UTA's Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default

by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

9.4 Bankruptcy of Contractor.

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

9.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

9.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.

9.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 10

Value Engineering

10.1 Value Engineering Change Proposals.

10.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

10.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

10.1.3.6 Costs of development and implementation; and

10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

10.2 Review and Approval of VECPs

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

10.3 Cost Savings. UTA will be the sole beneficiary of any cost savings realized from a VECP submitted during the design scope of the Agreement. Any savings resulting from an approved VECP submitted after the design has been released for construction will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

10.4 Ownership of VECPs. All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 11

Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

11.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

ARTICLE 12

Miscellaneous

12.1 Confidential Information. "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

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

12.3 Assignment. Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

12.4 Successors. Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

12.5 Governing Law. The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

12.6 Severability. If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.7 No Waiver. The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.8 Headings. The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit A

Construct a TRAX platform on Grandville Avenue between Split Rock Drive and Centerfield Drive in South Jordan Utah including all necessary amenities to operate platform. The platform will include but is not limited to a concrete platform, Pavilion/shelters, pedestrian signals and controls, canopies, and landscaping. Lighting of the area and a snowmelt system are included as are electrical and mechanical connections.

List of Materials and installation method. The installation and construction of a wide range of materials in numerous divisions. A complete Submittal Register and product data will be provided to UTA after contract award. Major materials to be installed will include:

- Concrete
- Electrical
- Steel
- Hydronic Piping
- Glass

NO track or OCS work is required. However, all workers will be required to obtain an RWP to work in the UTA right-of-way. All work around tracks will require a no fee permit from UTA, including for work done by excavators. This permit application will allow UTA to determine if work planned around OCS poles will require a shutdown of the system.

Contractor shall provide labor and material to meet the specifications in Appendix A, B.

Appendix A UTA South Jordan Downtown Trax Station Plans (attached as a PDF)

Appendix B UTA South Jordan Downtown Trax Station Project Manual (attached as a PDF)

**Exhibit B to Construction Services Amendment
Utah Transit Authority
Project Minimum Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$2 million per occurrence for bodily injury and property damage.
 - b. \$2million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.
 - d. \$4,000,000 aggregate.

The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The contractor shall obtain approval of the CGL policy from UTA prior to executing the contract.

2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCD and their respective subcontractors of any tier providing equipment, materials or services for the project.
5. **Pollution Legal Liability:** Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will*

require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)

5. **Railroad Protective Liability:** Railroad protective liability insurance naming the affected railroad(s) as insured(s) with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate and property damage of 2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required by the affected railroad.

If the contractor maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA, SLCD, and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to UTA.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name UTA as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

Claims Made Policies

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to UTA.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Schedule of Values and Basis of Cost

Project: UTA-South Jordan Downtown station		Bid Date:		Today's Date		5/30/2024		PAULSEN CONSTRUCTION	
Estimator: John Paulsen		Bid Time:		Buildable SF: 12,000					
Based on 100% bid set									
UTA Contract #24-03819		Subcontractor							
Section(s)	Trade	or Supplier	Material	Labor	Subcontract	Equipment	Sub-Total	\$ per SF	
DIVISION 1 - GENERAL CONDITIONS (total from page 2)									
	GENERAL CONDITIONS	Paulsen Construction	\$ 780.00	\$ 286,618.33	\$ 20,732.79	\$ 84,969.88	\$ 393,101.00	\$	32.76
							\$ -	\$	-
DIVISION TOTAL:							\$ 393,101.00	\$	32.76
DIVISION 2 - EXISTING CONDITIONS									
2.0600	SAW CUTTING	Paulsen Construction				\$ 4,800.00	\$ 4,800.00	\$	0.40
2.0750	CONCRETE DEMOLITION	Creek Valley				\$ 49,000.00	\$ 49,000.00	\$	4.08
DIVISION TOTAL:							\$ 53,800.00	\$	4.48
DIVISION 3 - CONCRETE									
3.1100	READY-MIX-plant openings	ready mix Included in Stapp below			\$ 20,000.00		\$ 20,000.00	\$	1.67
3.1410	FOOTINGS / FORM & STRIP/canopy piers	Stapp			\$ 360,900.00		\$ 360,900.00	\$	30.08
3.3000	Platform flatwork/canopy curbs detectable	Stapp			\$ 232,400.00		\$ 232,400.00	\$	19.37
3.3370	Off platform and other foundations	Stapp			\$ 105,400.00		\$ 105,400.00	\$	8.78
DIVISION TOTAL:							\$ 718,700.00	\$	59.89
DIVISION TOTAL:							\$ -	\$	-
DIVISION 5 - METALS									
5.1100	STRUCTURAL & MISCELLANEOUS STEEL	Greens			\$ 561,346.00		\$ 561,346.00	\$	46.78
5.5000	METAL FABRICATIONS	sand blast and zinc primer			\$ 97,654.00		\$ 97,654.00	\$	8.14
5.5010	STAINLESS STEEL	included on canopies					\$ -	\$	-
5.8000	ADA BOLLARDS	guardrail and @tracks side					\$ -	\$	-
DIVISION TOTAL:							\$ 659,000.00	\$	54.92
DIVISION 6 - WOOD, PLASTIC, & COMPOSITES									
6.1500	WOOD DECKING at bench seats	Bear Board-2x4x12(\$40each + frt	\$ 1,890.00	\$ 2,600.00			\$ 4,490.00	\$	0.37
DIVISION TOTAL:							\$ 4,490.00	\$	0.37
DIVISION 7 - THERMAL & MOISTURE PROTECTION									
7.1300	WATERPROOFING	Prowest	\$ -	\$ -	\$ 33,520.00	\$ -	\$ 33,520.00	\$	2.79
7.6200	SHEET METAL FLASHING AND TRIM	Prowest included in above	\$ -				\$ -	\$	-
7.7000	GUTTERS / DOWNSPOUTS						\$ -	\$	-
7.9200	JOINT SEALANTS		\$ 3,800.00	\$ 4,500.00		\$ 1,098.00	\$ 9,398.00	\$	0.78
DIVISION TOTAL:							\$ 42,918.00	\$	3.58
DIVISION 8 - OPENINGS									
8.4100	AI FRAMED ENTRANCES & STOREFRONTS	mounting stainless clips/angles	\$ 4,909.00				\$ 4,909.00	\$	0.41
8.8000	GLAZING	M and T			\$ 19,776.00		\$ 19,776.00	\$	1.65
DIVISION TOTAL:							\$ 24,685.00	\$	2.06
DIVISION 9 - FINISHES									
9.9100	PAINTING	The Paint Company			\$ 48,000.00		\$ 48,000.00	\$	4.00
DIVISION TOTAL:							\$ 48,000.00	\$	4.00
DIVISION 10 - SPECIALTIES									
10.1400	SIGNAGE	Signarama			\$ 61,967.45		\$ 61,967.45	\$	5.16
	installation of real time/digital signs provided by owner				\$ 1,250.00		\$ 1,250.00	\$	0.10
DIVISION TOTAL:							\$ 63,217.45	\$	5.27
DIVISION 11 - EQUIPMENT									
11.1000	EQUIPMENT INSTALLATION		\$ 1,300.00	\$ 8,160.00			\$ 9,460.00	\$	0.79
DIVISION TOTAL:							\$ 9,460.00	\$	0.79
DIVISION 12 - FURNISHINGS									
12.9300	SITE FURNISHINGS-PTMW	mechanical enclosure				\$ 22,300.00	\$ 22,300.00	\$	1.86
DIVISION TOTAL:							\$ 22,300.00	\$	1.86
DIVISION TOTAL:							\$ -	\$	-
DIVISION TOTAL:							\$ -	\$	-
DIVISION TOTAL:							\$ -	\$	-
DIVISION 22 - PLUMBING									
22.0100	PLUMBING	Speirs			\$ 8,800.00		\$ 8,800.00	\$	0.73
22.6313	GAS PIPING	Speirs					\$ -	\$	-
DIVISION TOTAL:							\$ 8,800.00	\$	0.73
DIVISION 23 - HEATING, VENTILATION, AND AIR CONDITIONING									
23.2113	HYDRONIC PIPING	Speirs			\$ 361,775.00		\$ 361,775.00	\$	30.15
DIVISION TOTAL:							\$ 361,775.00	\$	30.15
DIVISION 26 - ELECTRICAL									
26.0100	ELECTRICAL- Boxes and conduit/power to PCC	Oak Hollow			\$ 260,100.00		\$ 260,100.00	\$	21.68
26.0100	Cabling/box installations	Oak Hollow			\$ 181,860.00		\$ 181,860.00	\$	15.16
26.5100	LIGHTING CONTROL DEVICES	Oak Hollow			\$ 222,040.00		\$ 222,040.00	\$	18.50
	additional pole lights on 5/21	Oak Hollow			\$ 17,878.00		\$ 17,878.00	\$	1.49
DIVISION TOTAL:							\$ 681,878.00	\$	56.82
DIVISION 27 - COMMUNICATIONS									
27.0526	PUBLIC ADDRESS SYSTEMS/heat trace	Oak Hollow			\$ 58,224.00		\$ 58,224.00	\$	4.85
27.1323	Platform Fiber splice/test/enclosures	Oak Hollow			\$ 87,399.00		\$ 87,399.00	\$	7.28
	Patch panel for PCC	Oak Hollow			\$ 6,000.00		\$ 6,000.00	\$	0.50
DIVISION TOTAL:							\$ 151,623.00	\$	12.64
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY									
DIVISION TOTAL:							\$ -	\$	-
DIVISION 31 - EARTHWORK									
31.1000	SITE CLEARING						\$ -	\$	-
31.2000	EARTH MOVING	Creek Valley			\$ 166,700.00		\$ 166,700.00	\$	13.89
31.5000	EXCAVATION SUPPORT AND PROTECTION	Geofoam	\$ 6,000.00	\$ 4,352.00			\$ 10,352.00	\$	0.86
DIVISION TOTAL:							\$ 177,052.00	\$	14.75
DIVISION 32 - EXTERIOR IMPROVEMENTS									
32.1216	PAVEMENT MARKINGS (STRIPING)				\$ 8,166.00		\$ 8,166.00	\$	0.68
32.1313	CONCRETE PAVING	by Stapp					\$ -	\$	-
32.1373	CONCRETE PAVING JOINT SEALANTS	see division 7					\$ -	\$	-
32.1726	TACTILE WARNING SURFACING	Armortile is basis of design					\$ -	\$	-
32.3113	CHAIN LINK FENCES AND GATES	Mtn. States			\$ 44,650.00		\$ 44,650.00	\$	3.72
							\$ -	\$	-
							\$ -	\$	-
							\$ -	\$	-
							\$ -	\$	-
DIVISION TOTAL:							\$ 52,816.00	\$	4.40
DIVISION 33 - UTILITIES									
33.0500	COMMON WORK RESULTS FOR UTILITIES	Allowance			\$ 40,000.00		\$ 40,000.00	\$	3.33
33.4100	STORM UTILITY DRAINAGE PIPING						\$ -	\$	-
							\$ -	\$	-
							\$ -	\$	-

Project: UTA-South Jordan Downtown station Estimator: John Paulsen Based on 100% bid set		Bid Date: Bid Time:		Today's Date 5/30/2024				
Subcontractor		Buildable SF: 12,000						
Section(s)	Trade	or Supplier	Material	Labor	Subcontract	Equipment	Sub-Total	\$ per SF
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
DIVISION TOTAL:							\$ 40,000.00	\$ 3.33
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
	Total hard cost		\$ 18,679.00	\$ 306,230.33	\$ 3,026,538.24	\$ 162,167.88	\$ 3,513,615.45	\$ 292.80
	Subcontractor markup							
1.0015	General Liability Insurance for Subcontracts	0.1909%					\$ 5,777.66	\$ 0.48
	Tax	no					FALSE	\$ -
1.0010	Bond	yes					\$ 28,678.62	\$ 2.39
	Builder's Risk/Railroad Insurance	yes					\$ 26,352.12	
	Contractor Fee	8.00%					\$ 281,089.24	\$ 23.42
	Overhead	3.00%					\$ 105,408.46	\$ 8.78
						Total:	\$ 3,960,921.54	\$ 330.08

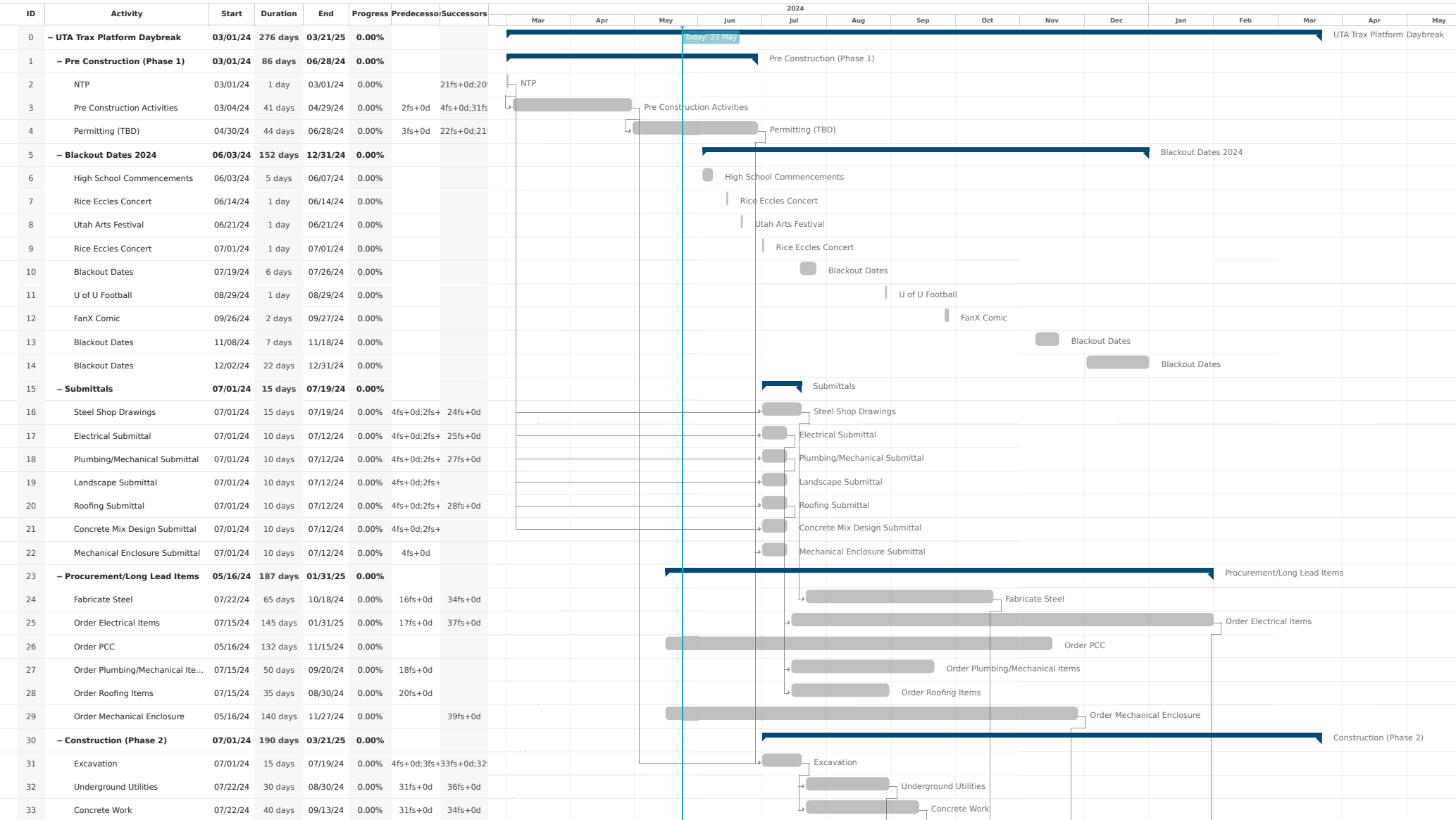
Total not to exceed amount of \$3,960,921.54.

Fee and Percentage Markups for the Construction and Change Order work.	
Proposed Contract Fixed Fee Percentage- The fixed fee percentage will be applied to actual total construction costs and also to owner initiated change orders at the Contractor level.	8%
Proposed maximum overall overhead percentage markup for management, construction, office and administration staff for construction phase. (Identify separate percentages if different percentages are used for each.)	3%
Proposed maximum markup percentage rate for subcontractors and materials suppliers for construction phase. (Identify separate percentage if different percentages are used for each.)	7%
Proposed maximum proposed markup percentage of all tier levels of subcontractors and material suppliers during the construction phase.	7%

Exhibit D
Baseline Schedule

See next page

UTA Trax Platform Daybreak Main Schedule



General

Parent Activity
 Child Activity

Baseline
 Delay (+ # days)

Milestone

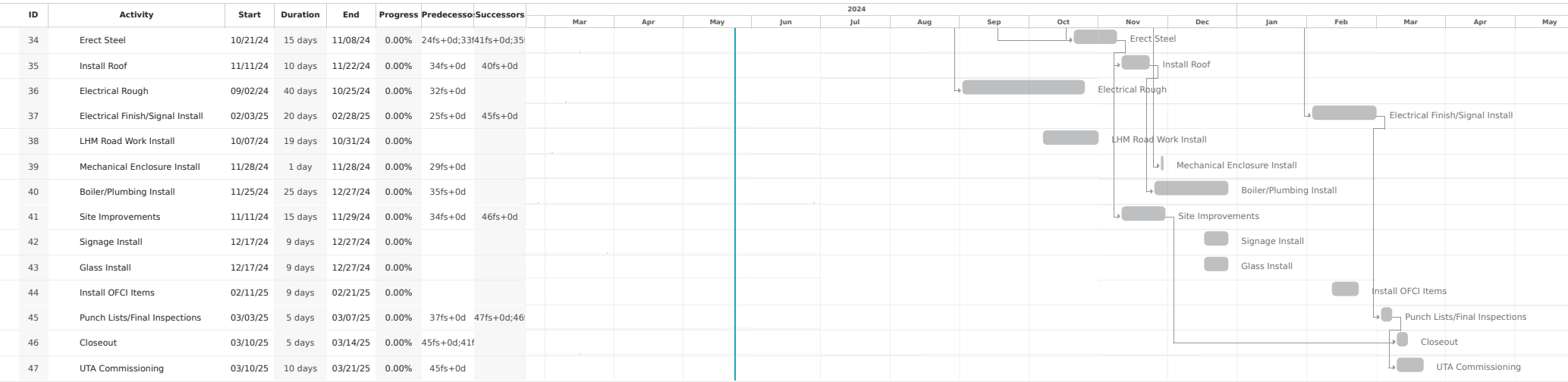
Links

Status

Completed
 Overdue

Ahead
 Uninitiated

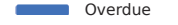
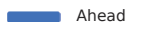
UTA Trax Platform Daybreak Main Schedule



General

-  Parent Activity
-  Child Activity
-  Baseline
-  Delay (+ # days)
-  Milestone
-  Links

Status

-  Completed
-  Overdue
-  Ahead
-  Uninitiated



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

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

TITLE:

Change Order: Avenues Bus Stop Improvements Change Order No. 1 - Phase 2 Construction (Landmark Companies, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Purchase Order and associated disbursements under a modification to State of Utah contract MA3939 with Landmark Companies, Inc. in the not-to-exceed amount of \$101,782.00 for Avenue Bus Stop Improvement Phase 2 Projects.

BACKGROUND:

The Board of Trustees approved a purchase order with Landmark for the initial phase of bus stop improvements in the Avenues on April 17, 2024. Construction services are needed for six additional bus stop improvements including installation of bus pad, benches, and other amenities in the Avenues. UTA selected Landmark Companies under State Contract MA3939 (UTA PO 24-03842) and would now like to amend the agreement to add Phase 2 construction services. State statute requires that change orders 15% or greater of the original contract be approved by the Board of Trustees.

DISCUSSION:

In collaboration with Salt Lake City, we have modified Route 209's alignment as part of implementing the city's Transit Master Plan. Since August 2022, the route now serves the Avenues neighborhood via L/M Street, 9th Avenue, C Street, 7th Avenue, and E Street. Alongside these changes, the Avenues Bus Stop Improvement Project has been enhancing this new route alignment with bus pads, benches, and shelters where feasible.

Phase 2 involves the construction of six additional bus stops, which were initially delayed due to design issues. This contract covers the construction of these improvements. We have established that the contract amount adheres to the State Contract Scope Agreement. The pricing has been validated as fair and reasonable, based on an independent cost estimate by UTA and a comprehensive price analysis.

CONTRACT SUMMARY:

Contractor Name:	Landmark Companies, Inc.
Contract Number:	PO 24-03842-01, State Contract #MA3939
Base Contract Effective Dates:	April 18, 2024 - December 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	\$356,606.05
Amendment Amount:	\$101,782.00
New/Total Contract Value:	\$458,388.05
Procurement Method:	State Contract
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

There are no alternatives. Without these shelters and handrails that meet ADA requirements, the bus routes are running and stopping at locations that are not ADA compliant.

FISCAL IMPACT:

\$101,782.00 included in the Approved 2024 Capital Budget Project MSP229

The 2024 approved budget is \$1,563,000.00. Actual costs, remaining obligations, and this change order total \$1,439,531 leaving \$123,469 available in the MSP229 FY 2024 budget (see table below)

FY2024 Total Budget:		\$1,563,000.00
Actual Costs as of May 9:		(\$289,980.00)
Remaining Obligations as of May 9:		
Other Remaining Obligations		(\$691,163)
Landmark Companies Inc	Phase I	(\$356,606.05)
Remaining Obligations Total:		<u>(\$516,181.07)</u>
Landmark Companies Inc	Phase II (Proposed Change Order)	(\$101,782.00)
Balance Remaining:		\$123,469

ATTACHMENTS:

1. Change Order 1 Purchase order and cost proposal

Landmark Companies Inc 1670 S Hwy 165 Suite 101 Providence UT 84332			PURCHASE ORDER NUMBER OG		2438421
			PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority	VENDOR NUMBER 1500588
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	Woodward, Vicki	1 of 1	

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 101,782.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013767	6/5/24	EA	40-3229.63000.2001	Change Order #1 for Phase 2 Ave Bus Stop Improvement	.0000	101,782.00

State of Utah Contract Number: MA3939 Contract #24-038421VW for installation of Bus Shelters Phase 2. This Contract/PO is a Not to Exceed Amount.
See the attached LandMark Companies Inc., Document in Exhibit A below of this PO.
See the attached Insurance and Indemnification Requirements in Exhibit B below this PO.
Contract End Date estimated December 31, 2024.

Utah Transit Authority

DocuSigned by:
Signature :  Date: 6/6/2024
70E33A415BA44F6...
Mike Bell, AAG State of Utah and
UTA Legal Counsel UTA

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

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

Exhibit A



Work Order Signature Document

State of Utah eziQC Contract Number: MA3939

☐

New Work Order

☒

Modify an Existing Work Order

Work Order Number: 127350.01 Work Order Date: 04/30/2024
Work Order Title: UTA - Avenues - Bus Shelters Supplemental
Owner Name: UTAH - Utah Transit Authority Contractor Name: Landmark Companies
Contact: Vicki Woodward Contact: Cory Swallow
Phone: 801-287-3033 Phone: 435-757-7016
Email:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.
Brief Work Order Description:
Bus shelter install.

Time of Performance See Schedule Section of the Detailed Scope of Work

Liquidated Damages Will apply: ☐ Will not apply: ☒

Work Order Firm Fixed Price: \$101,782.00

Owner Purchase Order Number:

Approvals

Owner _____ Date _____ Contractor _____ Date _____



Detailed Scope of Work

Print Date: April 30, 2024
Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental
Contractor: MA3939 - Landmark Companies
Brief Scope: Bus shelter install.

To:	Cory Swallow Landmark Companies 729 S Main St Logan, UT 84321 435-757-7016	From:	Vicki Woodward UTAH - Utah Transit Authority No Data Input No Data Input, 801-287-3033
-----	--	-------	--

☐ Preliminary	☒ Final
--------------------------------------	---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Scope of Work Excavation - Bringing in road base, compacting. Staging and prepping all flatwork and curb and gutter. Concrete Flatwork - Prepping, forming and pouring appx 734 sq/ft of concrete flatwork. Shelters - Install 1 eclipse style 5x8 bus shelter. Electrical - n/a - none to be installed. Signs - Digging, pouring, and installing no parking signs, bus stop signs, and snowplow markers. Provided by Owner. Traffic Control - Temporary traffic safety and controls installed for each spot where construction will be happening. Using Cones Curb and Gutter - Curb and Gutter and curb wall install. Paint - appx 68 linear ft Road striping, (8" white) and appx 68 linear ft curb red. Visit fee for each individual location included. Saw Cutting - 30 ft saw cutting at the street for curb and gutter removal. ADA Rails - Fabricating and installing appx 90 linear feet of ADA handrail. Surveying - Special surveys and inspections for elevations, slump tests, etc. Temp Controls - Honey buckets, concrete washout bins, temporary power for tools, daily site security checks, guards for wet cement at each pour. Demolition - Removal of curb and gutter, removal of signs. Landscaping - Landscaping repairs around 6 construction areas. includes sod and mulch repair, weed barrier repair.

Owner	Date
-------	------

Contractor	Date
------------	------



Contractor's Price Proposal Summary - CSI

Print Date:	April 30, 2024
Work Order Number:	127350.01
Work Order Title:	UTA - Avenues - Bus Shelters Supplemental
Contractor:	MA3939 - Landmark Companies
Proposal Value:	\$101,782.00
Proposal Name:	UTA - Avenues - Bus Shelters Supplemental

01 - General Requirements	\$17,675.77
02 - Site Work	\$8,196.23
03 - Concrete	\$33,121.96
05 - Metals	\$28,515.58
10 - Specialties	\$7,747.60
12 - Furnishings	\$0.00
31 - Earthwork	\$209.16
32 - Exterior Improvements	\$6,315.70
Proposal Total	\$101,782.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 8.03%



Contractor's Price Proposal Detail - CSI

Print Date: April 30, 2024
Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental
Contractor: MA3939 - Landmark Companies
Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 00 00 00 0000		ea	Project Discount	-\$25,792.92
		NPP	Installation	Quantity 257.93 x Unit Price -100.00 x Factor 1.0000 = Total -25,792.92	
2	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$0.00
			Installation	Quantity 0.00 x Unit Price 50.48 x Factor 1.1889 = Total 0.00	
				3 guys 4 hrs 6 locations	
3	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$0.00
			Installation	Quantity 0.00 x Unit Price 41.65 x Factor 1.1889 = Total 0.00	
				4 guys	
4	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$0.00
			Installation	Quantity 0.00 x Unit Price 41.65 x Factor 1.1889 = Total 0.00	
				2 guys 4 hrs 6 locations	
5	01 22 20 00 0019		HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$370.18
			Installation	Quantity 8.00 x Unit Price 38.92 x Factor 1.1889 = Total 370.18	
				2 Locations	
6	01 22 20 00 0036		HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$0.00
			Installation	Quantity 0.00 x Unit Price 48.59 x Factor 1.1889 = Total 0.00	
				2 trucks - 4 weeks	
7	01 22 20 00 0036 0001		MOD	For Foreperson, Add	\$924.49
			Installation	Quantity 320.00 x Unit Price 2.43 x Factor 1.1889 = Total 924.49	
8	01 22 20 00 0045		HR	Surveyor (Instrument person)	\$1,285.72
			Installation	Quantity 24.00 x Unit Price 45.06 x Factor 1.1889 = Total 1,285.72	
				4 hrs 6 locations	
9	01 22 20 00 0046		HR	Surveyor (Rod Person)	\$1,063.73
			Installation	Quantity 24.00 x Unit Price 37.28 x Factor 1.1889 = Total 1,063.73	
				4hrs 6locations	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

	Sect.	Item	Modifier	UOM	Description					Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
01 - General Requirements											
10	01	22	20	00	0068	HR	Flagperson For Traffic Control				\$0.00
						Installation	Quantity	Unit Price	Factor	Total	
							0.00	x	41.65	1.1889 = 0.00	
11	01	22	23	00	0393	WK	24" Compaction Wheel Attachment For Hydraulic Excavators				\$3,812.28
						Installation	Quantity	Unit Price	Factor	Total	
							4.00	x	801.64	1.1889 = 3,812.28	
12	01	22	23	00	0406	WK	3,500 LB Mini-Excavator With Full-Time Operator				\$15,016.14
						Installation	Quantity	Unit Price	Factor	Total	
							4.00	x	3,157.57	1.1889 = 15,016.14	
13	01	22	23	00	0676	WK	20 KW, 60 Hertz Towable Diesel Powered Generator SetFuel consumption : 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.				\$0.00
						Installation	Quantity	Unit Price	Factor	Total	
							0.00	x	569.28	1.1889 = 0.00	
14	01	45	23	00	0003	EA	Prepare 6 x 12 Concrete Cylinder And Deliver To Lab				\$105.93
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	14.85	1.1889 = 105.93	
15	01	45	23	00	0005	EA	Concrete Cores Compression Test, ASTM C-42				\$982.91
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	137.79	1.1889 = 982.91	
16	01	45	23	00	0007	EA	Unit Weight Of Concrete Cylinder, ASTM C-567				\$529.30
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	74.20	1.1889 = 529.30	
17	01	45	23	00	0008	EA	Concrete Mix Design Review				\$2,873.19
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	402.78	1.1889 = 2,873.19	
18	01	45	23	00	0012	EA	Concrete Slump Test, ASTM C143				\$378.07
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	53.00	1.1889 = 378.07	
19	01	45	23	00	0013	EA	Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231				\$378.07
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	53.00	1.1889 = 378.07	
20	01	52	19	00	0002	WK	Portable Chemical Toilet				\$214.00
						Installation	Quantity	Unit Price	Factor	Total	
							4.00	x	45.00	1.1889 = 214.00	
21	01	55	26	00	0022	CLF	4" Exterior Vinyl Tape (Warning Tape)				\$184.04
						Installation	Quantity	Unit Price	Factor	Total	
							6.00	x	25.80	1.1889 = 184.04	
22	01	55	26	00	0120	EA	Placement And Removal Of Up To 250 Cones By Hand From Roadside				\$145.05
						Installation	Quantity	Unit Price	Factor	Total	
							100.00	x	1.22	1.1889 = 145.05	
						6 Locations					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

	Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
01 - General Requirements						
23	01 71 13 00	0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$2,206.72
				Installation	Quantity Unit Price Factor = Total	
					6.00 x 309.35 x 1.1889 = 2,206.72	
24	01 74 13 00	0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$532.87
				Installation	Quantity Unit Price Factor = Total	
					36.00 x 12.45 x 1.1889 = 532.86	
25	01 74 19 00	0012		EA	6 CY Dumpster "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,746.29
				Installation	Quantity Unit Price Factor = Total	
					6.00 x 384.99 x 1.1889 = 2,746.29	
26	01 74 19 00	0019		MO	Rampless Concrete Washout BinIncludes delivery.	\$532.03
				Installation	Quantity Unit Price Factor = Total	
					1.00 x 447.50 x 1.1889 = 532.03	
27	01 74 19 00	0022		EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.	\$9,187.68
				Installation	Quantity Unit Price Factor = Total	
					6.00 x 1,287.98 x 1.1889 = 9,187.68	
Subtotal for 01 - General Requirements						\$17,675.77
02 - Site Work						
28	02 41 13 13	0028		SY	>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving	\$0.00
				Installation	Quantity Unit Price Factor = Total	
					0.00 x 21.45 x 1.1889 = 0.00	
29	02 41 19 13	0015		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$5,421.74
				Installation	Quantity Unit Price Factor = Total	
					6.00 x 760.05 x 1.1889 = 5,421.74	
30	02 41 19 13	0027		EA	Drill 1" Diameter Core In Up To 4" Concrete	\$1,781.92
				Installation	Quantity Unit Price Factor = Total	
					60.00 x 24.98 x 1.1889 = 1,781.92	
					15 Signs	
31	02 41 19 13	0041		EA	Drill 2" Diameter Core In >4" To 6" Concrete	\$992.57
				Installation	Quantity Unit Price Factor = Total	
					19.00 x 43.94 x 1.1889 = 992.57	
					Handrails	
Subtotal for 02 - Site Work						\$8,196.23

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

	Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
03 - Concrete						
32	03 01 30 71 0050		LF		Up To 1/4" Wide, Low Viscosity, High Strength Epoxy Resin, Gravity Fed Structural Crack Repair For Concrete, Surface Applied With Caulk Gun (Sikadur® Crack Fix)	\$86.55
			Installation	Quantity 13.00 x Unit Price 5.60 x Factor 1.1889 = Total 86.55		
					15 Signs	
33	03 11 13 00 0009		LF		Up To 6" High Slab Edge and Block-Out Wood Formwork	\$1,158.13
			Installation	Quantity 284.00 x Unit Price 3.43 x Factor 1.1889 = Total 1,158.13		
34	03 11 13 00 0009	0004	MOD		For Up To 250, Add	\$187.25
			Installation	Quantity 250.00 x Unit Price 0.63 x Factor 1.1889 = Total 187.25		
35	03 15 16 00 0022		LF		1/2" x 3" Asphalt Saturated Fiber, Premolded Expansion Joint	\$102.33
			Installation	Quantity 57.00 x Unit Price 1.51 x Factor 1.1889 = Total 102.33		
36	03 31 13 00 0003		SF		4" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$5,281.33
			Installation	Quantity 665.00 x Unit Price 6.68 x Factor 1.1889 = Total 5,281.33		
37	03 31 13 00 0003	0151			For 3,500 PSI Concrete, Add	\$71.16
			Installation	Quantity 665.00 x Unit Price 0.09 x Factor 1.1889 = Total 71.16		
38	03 31 13 00 0003	0157	MOD		For >500 To 1,000, Add	\$1,178.02
			Installation	Quantity 665.00 x Unit Price 1.49 x Factor 1.1889 = Total 1,178.02		
39	03 31 13 00 0005		SF		6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$683.95
			Installation	Quantity 68.00 x Unit Price 8.46 x Factor 1.1889 = Total 683.95		
40	03 31 13 00 0005	0151			For 3,500 PSI Concrete, Add	\$9.70
			Installation	Quantity 68.00 x Unit Price 0.12 x Factor 1.1889 = Total 9.70		
41	03 31 13 00 0005	0156			For Up To 500, Add	\$206.96
			Installation	Quantity 68.00 x Unit Price 2.56 x Factor 1.1889 = Total 206.96		
42	03 31 13 00 0014		CY		Direct Chute, Place 3,000 PSI Concrete Pile Caps	\$19,385.35
			Installation	Quantity 73.00 x Unit Price 223.36 x Factor 1.1889 = Total 19,385.35		
43	03 31 13 00 0014	0027			For 3,500 PSI Concrete, Add	\$846.20
			Installation	Quantity 73.00 x Unit Price 9.75 x Factor 1.1889 = Total 846.20		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

	Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
03 - Concrete						
44	03 31 13 00	0087		CY	Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.	\$2,759.91
				Installation	Quantity 73.00 x Unit Price 31.80 x Factor 1.1889 = Total 2,759.91	
45	03 35 13 00	0004		SF	Broom, Concrete Floor Finish	\$873.84
				Installation	Quantity 980.00 x Unit Price 0.75 x Factor 1.1889 = Total 873.84	
46	03 39 13 00	0002		SF	Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.	\$291.28
				Installation	Quantity 980.00 x Unit Price 0.25 x Factor 1.1889 = Total 291.28	
Subtotal for 03 - Concrete						\$33,121.96
05 - Metals						
47	05 05 19 00	0045		EA	3/8" Diameter x 2-3/4" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt	\$481.50
		X		Installation	Quantity 60.00 x Unit Price 6.75 x Factor 1.1889 = Total 481.50	
					4 Bolts per posts Owner Supplied Material 15 Post	
48	05 43 00 00	0056		EA	6" x 6", 3-1/2" Height, Single Post, Steel Base For Unistrut Channel	\$641.82
		X		Installation	Quantity 15.00 x Unit Price 33.74 x Factor 1.1889 = Total 601.70	
		X		Demolition	Quantity 2.00 x Unit Price 16.87 x Factor 1.1889 = Total 40.11	
					Owner Supplied Material	
49	05 52 00 00	00000		LFT	UTA - Bus Stop Handrail - Galvanized	\$27,392.26
		NPP		Installation	Quantity 90.00 x Unit Price 256.00 x Factor 1.1889 = Total 27,392.26	
Subtotal for 05 - Metals						\$28,515.58
10 - Specialties						
50	10 00 00 00	00001		EA	Eclipse Shelter - 5x8	\$6,573.54
		NPP		Installation	Quantity 1.00 x Unit Price 5,529.09 x Factor 1.1889 = Total 6,573.54	
51	10 14 53 11	0072		EA	12" x 18" Steel Non Reflectorized Traffic Sign	\$341.64
		X		Installation	Quantity 15.00 x Unit Price 17.96 x Factor 1.1889 = Total 320.29	
		X		Demolition	Quantity 2.00 x Unit Price 8.98 x Factor 1.1889 = Total 21.35	
					Owner Supplied	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
10 - Specialties					
52	10 14 53 11 0189		EA	10' Galvanized Steel U-Channel Sign Post	\$711.82
		X		Installation	
		X		Demolition	
				Owner Supplied Material	
53	10 14 53 11 0249		EA	2-3/8" Outside Diameter, Single Side Sign Bracket SetIncludes 2 single side sign post brackets	\$120.60
		X		Installation	
		X		Demolition	
				1 set fasteners per posts	
				Owner Supplied Material	
Subtotal for 10 - Specialties					\$7,747.60
12 - Furnishings					
54	12 00 00 00 0001		EA	UTA - Bus Stop Bench	\$0.00
		NPP		Installation	
				owner supplied	
Subtotal for 12 - Furnishings					\$0.00
31 - Earthwork					
55	31 23 16 33 0007		CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine	\$87.42
				Installation	
56	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine	\$97.13
				Installation	
57	31 23 16 33 0016		SY	Finish Grading for Bulk Excavation by Machine	\$0.00
				Installation	
58	31 24 13 00 0020		LF	Finish Grade For Curb And Gutter	\$24.61
				Installation	
Subtotal for 31 - Earthwork					\$209.16
32 - Exterior Improvements					
59	32 11 26 19 0002		CY	Bituminous Stabilized Base Course3/4" ASTM C33.	\$1,118.52
				Installation	
				UTBC	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.01
Work Order Title: UTA - Avenues - Bus Shelters Supplemental

Proposal Name: UTA - Avenues - Bus Shelters Supplemental
Proposal Value: \$101,782.00

	Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
32 - Exterior Improvements						
60	32 16 13	13 0008		LF	6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight	\$1,202.07
					Quantity Unit Price Factor = Total	
				Installation	23.00 x 33.44 x 1.1889 = 914.41	
				Demolition Type R	23.00 x 10.52 x 1.1889 = 287.67	
61	32 16 13	13 0008 0080		MOD	For >20 To 50, Add	\$331.96
					Quantity Unit Price Factor = Total	
				Installation	23.00 x 12.14 x 1.1889 = 331.96	
62	32 16 13	14 0002		EA	Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job)For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section.	\$1,104.79
					Quantity Unit Price Factor = Total	
				Installation	1.00 x 929.25 x 1.1889 = 1,104.79	
				1 Locations		
63	32 16 13	14 0003		LF	6" x 12" Straight Concrete Curb, Machine Formed	\$841.41
					Quantity Unit Price Factor = Total	
				Installation	52.00 x 13.61 x 1.1889 = 841.41	
				curb wall		
64	32 16 23	00 0009		LF	For Hand Trowel Finish At Sidewalk Edges (Picture Frame)	\$203.60
					Quantity Unit Price Factor = Total	
				Installation	137.00 x 1.25 x 1.1889 = 203.60	
65	32 17 23	13 0005		LF	Single 8" Wide Solid Line, Epoxy Reflective Pavement Striping	\$0.00
					Quantity Unit Price Factor = Total	
				Installation	0.00 x 0.88 x 1.1889 = 0.00	
66	32 17 23	13 0005 0054			For Up To 5,000 LF, Add	\$0.00
					Quantity Unit Price Factor = Total	
				Installation	0.00 x 0.18 x 1.1889 = 0.00	
67	32 17 23	13 0089		LF	Painted Curb And Gutter	\$283.77
					Quantity Unit Price Factor = Total	
				Installation	68.00 x 3.51 x 1.1889 = 283.77	
68	32 92 23	00 0025		MSF	>1,000 To 4,000 SF, Tall Fescue Sod, Installed On Sloped (>1:6) Ground With Stakes	\$1,229.58
					Quantity Unit Price Factor = Total	
				Installation	0.80 x 1,292.77 x 1.1889 = 1,229.58	

Subtotal for 32 - Exterior Improvements \$6,315.70

Proposal Total \$101,782.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 8.03%

Exhibit B

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

2. Automobile Liability

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

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

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

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

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

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

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

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

6. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCD and their respective subcontractors of any tier providing equipment, materials or services for the project.

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

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

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

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

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract

number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design & Construction

TITLE:

Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Focus Engineering and Surveying, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order #1 to the Master Task Ordering Agreement, and associated disbursements, with Focus Engineering & Surveying, LLC to exercise option years one and two with a not-to-exceed value of \$550,000 per year, \$1,100,000 over the two option years recommended.

BACKGROUND:

On June 14, 2023 the Board of Trustees approved contracting with a pool of pre-qualified consultants that may be solicited to complete tasks via task orders to increase UTA's efficiency to deliver system enhancement projects yearly and utilize the programmed budget. Local funding has been allocated yearly for Bus Stops, End of Line Facilities, and Operator Restrooms - Design Pools A, B, and C respectively to develop an ongoing yearly program of projects for bus system improvements. Since requirements and budget are determined on an annual basis, these contracts were created for one year periods with 4 additional one-year options to be exercised each year contingent on the availability of funds. Board approval will be obtained prior to the exercise of each option year provided its value exceeds \$200,000.

DISCUSSION:

This request is to approve option years one and two. If approved, Focus Engineering & Surveying, LLC. is

qualified for design pools A, B, and C:

- Pool A-Bus Stops: \$300,000 for each option year per year
- Pool B-End of Line (EOL) Facilities: \$100,000 for each option year per year
- Pool C-Operator Restrooms: \$150,000 for each option year per year

No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling \$200,000 or more will be brought to the board for approval. If the cost of all task orders issued under this agreement exceeds \$1,600,000 additional board approval will be required. Board approval will be obtained prior to the exercise of subsequent options years provided their value exceeds \$200,000.

CONTRACT SUMMARY:

Contractor Name:	Focus Engineering & Surveying, LLC
Contract Number:	23-036852-01
Base Contract Effective Dates:	June 20, 2023 - June 19, 2024
Extended Contract Dates:	Option Year 1: June 20, 2024 - June 19, 2025 Option Year 2: June 20, 2025 - June 19, 2026
Existing Contract Value:	\$500,000
Amendment Amount:	\$1,100,000.00
New/Total Contract Value:	\$1,600,000.00
Procurement Method:	RFQu (Qualification)
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

By not developing and maintaining a pool of consultants for design services, UTA is compromised in its ability to deliver system enhancement projects quickly. The alternative to executing contracts for design services in each pool category would require three RFQu’s for design services for every project or every year and create additional work while possibly impacting completion dates. The current approach streamlines the process, allows for more efficient delivery, and helps ensure the project gets completed on time.

FISCAL IMPACT:

Fiscal impact is a function of the total amount actually contracted via task order(s) under this Master Task Order Agreement. Technically, this is an authorization to contract but not an actual commitment of funds.

		Original Contract June 20, 2023 to June 19, 2024	Option Year 1 June 20, 2024 to June 19, 2025	Option Year 2 June 20, 2025 to June 19, 2026	Option Years 1 & 2 Total
Pool A	FY2024 Budget: SGR407 - Bus Stop Enhancements	\$3,090,000	\$3,049,000	\$1,275,000	\$4,324,000
	Focus Engineering Task Order Annual Maximum:	\$300,000	\$300,000	\$300,000	\$600,000
Pool B	FY2024 Budget: SGR408 - Route End of Line (EOL) Enhancements	\$1,000,000	\$225,000	\$1,650,000	\$1,875,000
	Focus Engineering Task Order Annual Maximum:	\$100,000	\$100,000	\$100,000	\$200,000
Pool C	FY2024 Budget: SGR409- System Restrooms	\$874,000	\$2,135,000	\$2,245,000	\$4,380,000
	Focus Engineering Task Order Annual Maximum:	\$100,000	\$150,000	\$150,000	\$300,000
Master Task Order Contract Total:		\$500,000	\$550,000	\$550,000	\$1,100,000

NOTE: The fiscal year budget period and the contract periods do not line up. Budget commitments are managed through requisition approvals.

		Available		Available		Available
Capital Project	2024 Budget	2024 Budget	2025 Plan	2025 Plan	2026 Plan	2026 Plan
SGR407	3,049,000	1,180,920	1,275,000	764,108	1,275,000	2,005,000
SGR408	225,000	150,510	1,650,000	1,650,000	1,650,000	1,650,000
SGR409	2,135,000	2,078,099	2,245,000	2,245,000	1,120,000	1,120,000

ATTACHMENTS:

1. MTOA for Bus System Enhancement Change Order No. 1 (Focus Engineering)

CHANGE ORDER No. 1
TO THE TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT No. 23-036852VW
 Bus System Enhancements Design Services Pools
 A – Bus Stops
 B – End of Line facilities
 C – Operator Restrooms

This change order No. 1 to the task ordering agreement for professional services, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Focus Engineering & Surveying, LLC. (“Consultant”). UTA contract No. 23-036852VW agrees to the following:

1. Paragraph 5. PERIOD OF PERFORMANCE is hereby amended and restated as follows:

The Period of Performance is for one year from the Effective Date plus two option years. There are 2 additional one-year options to be exercised in UTA’s discretion. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work for no later than June 30, 2026, or the completion of all tasks issued prior to that date. (This contract change order no. 1 contains two – one-year additional option years which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

2. EXHIBIT B – PRICING is hereby amended and restated as follows:

See Revised EXHIBIT B – PRICING CHANGE ORDER No. 1 which includes the following changes:

1. 3.0% escalation effective July 1, 2024 to the rate proposal sheet attached to this change order.

2. 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. This contract has a total Not-To-Exceed amount of \$550,000 per year for the initial year and for each option year exercised in this change order. Additional NTE amounts shall be established for each remaining option year at the time of exercise.

UTAH TRANSIT AUTHORITY

23-03685VW Bus System Enhancement "Labor Cost" Rate Proposal Sheet - Pool A, B & C

No	Firm	Prime	Sub	Last Name	First Name	Discipline/ Classification	July 2023 to June 2024 Basic Hourly Rate	July 2024 to June 2025 Basic Hourly Rate	Overhead	Fee	Fully Burdened Bill Rate
Proposed											
1	FOCUS Engineering & Surveying	x		Watson	Jason	Project Manager	\$ 66.83	\$ 68.83	184.28%	10%	\$ 215.25
2	FOCUS Engineering & Surveying	x		Romney	Thomas	Design Manager	\$ 66.83	\$ 68.83	184.28%	10%	\$ 215.25
3	FOCUS Engineering & Surveying	x		Edwards	Wade	Design Engineer	\$ 36.54	\$ 37.64	184.28%	10%	\$ 117.69
4	FOCUS Engineering & Surveying	x		Li	Guangyao	Design Engineer	\$ 31.25	\$ 32.19	184.28%	10%	\$ 100.65
5	FOCUS Engineering & Surveying	x		Tchivwila	Moise	Design Engineer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
6	FOCUS Engineering & Surveying	x		Shabaan	Ali	Design Engineer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
4	FOCUS Engineering & Surveying	x		Davis	Tre	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
5	FOCUS Engineering & Surveying	x		Zeliszczak	Szymon	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
6	FOCUS Engineering & Surveying	x		Brown	Michael	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
7	FOCUS Engineering & Surveying	x		Adair	Cody	Design Engineer	\$ 34.13	\$ 35.15	184.28%	10%	\$ 109.93
8	FOCUS Engineering & Surveying	x		Wood	Evan	Design Manager (Survey)	\$ 55.29	\$ 56.95	184.28%	10%	\$ 178.08
9	FOCUS Engineering & Surveying	x		Lundberg	Justin	Design Engineer (Survey)	\$ 40.38	\$ 41.59	184.28%	10%	\$ 130.06
10	FOCUS Engineering & Surveying	x		Price	Chad	Survey Crew Chief	\$ 31.25	\$ 32.19	184.28%	10%	\$ 100.65
11	FOCUS Engineering & Surveying	x		Tolley	Annika	Survey Tech	\$ 21.00	\$ 21.63	184.28%	10%	\$ 67.64
12	FOCUS Engineering & Surveying	x		Tineo	MJ	CAD Designer	\$ 31.25	\$ 32.19	184.28%	10%	\$ 100.65
11	FOCUS Engineering & Surveying	x		Atwood	Tim	Survey Crew	\$ 24.50	\$ 25.24	184.28%	10%	\$ 78.91
12	FOCUS Engineering & Surveying	x		Musimbi	Rebecca	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
13	FOCUS Engineering & Surveying	x		Smith	Aaron	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
14	FOCUS Engineering & Surveying	x		Sorenson	Park	QC/QA	\$ 42.79	\$ 44.07	184.28%	10%	\$ 137.82
15	FOCUS Engineering & Surveying	x		Ball	Curtis	QC/QA	\$ 40.63	\$ 41.85	184.28%	10%	\$ 130.86
16	FOCUS Engineering & Surveying	x		Zeliszczak	Szymon	CAD Designer	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
16	FOCUS Engineering & Surveying	x		Rotta	Jefferson	Survey Crew	\$ 18.00	\$ 18.54	184.28%	10%	\$ 57.98
17	FOCUS Engineering & Surveying	x		Jones	Kaitlyn	Design Engineer	\$ 26.00	\$ 26.78	184.28%	10%	\$ 83.74
18	FOCUS Engineering & Surveying	x		Ortiz	Carolina	Design Engineer	\$ 31.25	\$ 32.19	184.28%	10%	\$ 100.65
19	Davenport Consulting		x	Davenport	Brandi	Right of Way Agent	\$1800 per parcel for acquisition for up to 6 months of negotiations (\$150 per hour after 6 months) / \$700 per administration compensation estimate				
20	Davenport Consulting		x	McMillan	Carter	Right of Way Agent	\$1800 per parcel for acquisition for up to 6 months of negotiations (\$150 per hour after 6 months) / \$700 per administration compensation estimate				

All other terms and conditions in the original agreement not listed as changed in this Change Order No. 1 remain unchanged and in force.

23-0368

UTAH TRANSIT AUTHORITY

IN WITNESS WHEREOF, this Change Order No. 1 has been executed by UTA and the Contractor or its appointed representative.

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox Date
Executive Director

By: _____
Dave Hancock Date
Chief Capital Services Officer

By: _____
Jared Scarbrough Date
Director of Capital Design & Construction

By: _____
Jacob Wouden Date
Rail Infrastructure Project Manager

By: _____
DocuSigned by: Mike Bell 5/31/2024
70E33A415BA44F6... Date
MIKE BELL
Legal Review

By: _____
Vicki Woodward Date
Procurement Review

FOCUS ENGINEERING & SURVEYING, LLC.:

By: _____
DocuSigned by: Jason Watson 5/31/2024
18CE8F93947A4AF... Date
Jason Watson
Transportation Department Manager



Utah Transit Authority

MEETING MEMO

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design & Construction

TITLE:

Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Kimley Horn and Associates, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order #1 to the Master Task Ordering Agreement, and associated disbursements, with Kimley-Horn & Associates to exercise option years one and two with a not-to-exceed value of \$550,000 per year, \$1,100,000 over the two option years recommended.

BACKGROUND:

On June 14, 2023 the Board of Trustees approved contracting with a pool of pre-qualified consultants that may be solicited to complete tasks via task orders to increase UTA's efficiency to deliver system enhancement projects yearly and utilize the programmed budget. Local funding has been allocated yearly for Bus Stops, End of Line Facilities, and Operator Restrooms - Design Pools A, B, and C respectively to develop an ongoing yearly program of projects for bus system improvements. Since requirements and budget are determined on an annual basis, these contracts were created for one-year periods with four (4) additional one-year options to be exercised each year contingent on the availability of funds. Board approval will be obtained prior to the exercise of each option year provided its value exceeds \$200,000.

DISCUSSION:

This request is to approve option years one and two. If approved, Kimley-Horn and Associates, Inc. is qualified for design pools A, B, and C:

- Pool A-Bus Stops: \$300,000 for each option year per year
 - Pool B-End of Line (EOL) Facilities: \$100,000 for each option year per year
-

- Pool C-Operator Restrooms: \$150,000 for each option year per year

No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling \$200,000 or more will be brought to the board for approval. If the cost of all task orders issued under this agreement exceeds \$1,600,000 additional board approval will be required. Board approval will be obtained prior to the exercise of subsequent options years provided their value exceeds \$200,000.

CONTRACT SUMMARY:

Contractor Name:	Kimley-Horn and Associates, Inc.
Contract Number:	23-036853-01
Base Contract Effective Dates:	June 20, 2023 - June 19, 2024
Extended Contract Dates:	Option Year 1: June 20, 2024 - June 19, 2025 Option Year 2: June 20, 2025 - June 19, 2026
Existing Contract Value:	\$500,000.00
Amendment Amount:	\$1,1 ,000.00
New/Total Contract Value:	\$1,600,000.00
Procurement Method:	RFQu (Qualification)
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

By not developing and maintaining a pool of consultants for design services, UTA is compromised in its ability to deliver system enhancement projects quickly. The alternative to executing contracts for design services in each pool category would require three RFQu’s for design services for every project or every year and create additional work while possibly impacting completion dates. The current approach streamlines the process, allows for more efficient delivery, and helps ensure the project gets completed on time.

FISCAL IMPACT:

Fiscal impact is a function of the total amount actually contracted via task order(s) under this Master Task Order Agreement. Technically, this is an authorization to contract but not an actual commitment of funds.

NOTE: The fiscal year budget period and the contract periods do not line up. Budget commitments are managed through requisition approvals.

		Original Contract June 20, 2023 to June 19, 2024	Option Year 1 June 20, 2024 to June 19, 2025	Option Year 2 June 20, 2025 to June 19, 2026	Option Years 1 & 2 Total
Pool A	FY2024 Budget: SGR407 - Bus Stop Enhancements	\$3,090,000	\$3,049,000	\$1,275,000	\$4,324,000
	Kimley-Horn Task Order Annual Maximum:	\$300,000	\$300,000	\$300,000	\$600,000
Pool B	FY2024 Budget: SGR408 - Route End of Line (EOL) Enhancements	\$1,000,000	\$225,000	\$1,650,000	\$1,875,000
	Kimley-Horn Task Order Annual Maximum:	\$100,000	\$100,000	\$100,000	\$200,000
Pool C	FY2024 Budget: SGR409- System Restrooms	\$874,000	\$2,135,000	\$2,245,000	\$4,380,000
	Kimley-Horn Task Order Annual Maximum:	\$100,000	\$150,000	\$150,000	\$300,000
	Master Task Order Contract Total:	\$500,000	\$550,000	\$550,000	\$1,100,000

NOTE: The fiscal year budget period and the contract periods do not line up. Budget commitments are managed through requisition approvals.

		Available		Available		Available
Capital Project	2024 Budget	2024 Budget	2025 Plan	2025 Plan	2026 Plan	2026 Plan
SGR407	3,049,000	1,180,920	1,275,000	764,108	1,275,000	2,005,000
SGR408	225,000	150,510	1,650,000	1,650,000	1,650,000	1,650,000
SGR409	2,135,000	2,078,099	2,245,000	2,245,000	1,120,000	1,120,000

ATTACHMENTS:

1. MTOA for Bus System Enhancement Change Order No. 1 (Kimley-Horn)

CHANGE ORDER No. 1
TO THE TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT No. 23-036853VW

Bus System Enhancements Design Services Pools

A – Bus Stops

B – End of Line facilities

C – Operator Restrooms

This change order No. 1 to the task ordering agreement for professional services, 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. (“Consultant”). UTA contract No. 23-036853VW agrees to the following:

1. Paragraph 5. PERIOD OF PERFORMANCE is hereby amended and restated as follows:

The Period of Performance is for one year from the Effective Date plus two option years. There are 2 additional one-year options to be exercised in UTA’s discretion. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work for no later than June 30, 2026, or the completion of all tasks issued prior to that date. (This contract change order no. 1 contains two – one-year additional option years which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

2. EXHIBIT B – PRICING is hereby amended and restated as follows:

See Revised EXHIBIT B – PRICING CHANGE ORDER No. 1 which includes the following changes:

1. 3.0% escalation effective July 1, 2024 to the rate proposal sheet attached to this change order.

2. 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. This contract has a total Not-To-Exceed amount of \$550,000 per year for the initial year and for each option year exercised in this change order. Additional NTE amounts shall be established for each remaining option year at the time of exercise.

UTAH TRANSIT AUTHORITY

23-03685VW Bus System Enhancement "Labor Cost" Rate Proposal Sheet

							July 2023 to June 2024 Rates				July 2024 to June 2025 Rates
No	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead	Fee	Fully Burdened Bill Rate	Fully Burdened Bill Rate
Proposed											
1	Kimley-Horn and Associates	X		Price	Chris	PM	\$68.92	194.38%	10%	\$223.18	\$229.88
2	Kimley-Horn and Associates	X		Crowther	Brent	PIC/Multimodal Integration	\$90.07	194.38%	10%	\$291.66	\$300.41
3	Kimley-Horn and Associates	X		Matern	John	Transit Design	\$73.35	194.38%	10%	\$237.53	\$244.66
4	Kimley-Horn and Associates	X		Risano	Amanda	Site Civil	\$63.86	194.38%	10%	\$206.79	\$213.00
5	Kimley-Horn and Associates	X		Erickson	Lars	Landscape Architecture	\$65.54	194.38%	10%	\$212.23	\$218.60
6	Kimley-Horn and Associates	X		Turner	Derrick	Drainage	\$57.81	194.38%	10%	\$187.21	\$192.83
7	Kimley-Horn and Associates	X		Colombo	Mike	Electrical	\$79.25	194.38%	10%	\$256.64	\$264.34
8	Kimley-Horn and Associates	X		Amado	Gabrielle	ATMS/ITS	\$52.25	194.38%	10%	\$169.19	\$174.26
9	Kimley-Horn and Associates	X		Ramsey	Isaiah	Civil Analyst	\$38.03	194.38%	10%	\$123.15	\$126.84
10	Kimley-Horn and Associates	X		Emmons	Sam	MOT/Constructability/Estimating	\$55.73	194.38%	10%	\$180.48	\$185.89
11	Kimley-Horn and Associates	X		Gresham	Teresa	Environmental	\$86.08	194.38%	10%	\$278.74	\$287.10
12	Kimley-Horn and Associates	X		Herrick	Christine	Building Structures	\$64.62	194.38%	10%	\$209.24	\$215.52
13	Kimley-Horn and Associates	X		Phillips	Breann	Accounting/Contracts	\$ 35.53	194.38%	10%	\$115.06	\$118.51
14	Kimley-Horn and Associates	X		Abdulhamid	Asma	Accounting/Contracts	\$ 28.56	194.38%	10%	\$92.47	\$95.24
15	Kimley-Horn and Associates	X		Suwinski	Nicole	Administrative Assistant	\$ 28.45	194.38%	10%	\$92.13	\$94.89
16	KCI Technologies		X	Ritchie	Elisha	PM	\$63.00	166.90%	10%	\$184.96	\$190.51
17	KCI Technologies		X	Sowers	Jeff	PE	\$74.00	166.90%	10%	\$217.26	\$223.77
18	KCI Technologies		X	Taylor	Seth	Technician	\$36.06	166.90%	10%	\$105.87	\$109.04
19	KCI Technologies		X	Tinkler	George	Technician	\$32.45	166.90%	10%	\$ 95.27	\$98.13
20	KCI Technologies		X	Pawlowski	Dena	Drafter	\$33.04	166.90%	10%	\$ 97.00	\$99.91
21	Meridian Engineering		X	Nadeau	Michael	Survey Manager / PLS, CFeds PM	\$70.00	172.72%	10%	\$209.99	\$216.29
22	Meridian Engineering		X	Baron	Tyler	Right of Way Manager / PLS	\$68.00	172.72%	10%	\$203.99	\$210.11
23	Meridian Engineering		X	Daley	Travis	Right of Way Design / PLS	\$55.00	172.72%	10%	\$165.00	\$169.95
24	Meridian Engineering		X	Jensen	Travis	Right of Way Design / PLS	\$57.00	172.72%	10%	\$171.00	\$176.13
25	Meridian Engineering		X	Evans	Tammy	Right of Way Acquisition / Real Estate A	\$52.00	172.72%	10%	\$156.00	\$160.68
26	Meridian Engineering		X	Mortensen	Brad	QA/QC Manager / PLS	\$56.00	172.72%	10%	\$168.00	\$173.04
27	Meridian Engineering		X	Marble	Freeman	Surveyor Crew Chief / sUAV	\$42.00	172.72%	10%	\$126.00	\$129.78
28	Meridian Engineering		X	Denham	Gus	ROW Drafter	\$42.00	172.72%	10%	\$126.00	\$129.78
29	Meridian Engineering		X	Hickman	Robert	ROW Title Specialist/Drafting Support	\$39.00	172.72%	10%	\$117.00	\$120.51
30	Meridian Engineering		X	Maumalanga	Jeff	ROW Drafter	\$31.00	172.72%	10%	\$93.00	\$95.79
31	Meridian Engineering		X	Bippes	Geoff	Surveyor Crew Chief	\$30.00	172.72%	10%	\$90.00	\$92.70
32	Meridian Engineering		X	Butler	Heather	Surveyor Crew Chief / sUAV	\$35.00	172.72%	10%	\$105.00	\$108.15
33	Meridian Engineering		X	Boehmer	Brian	LIDAR Surveyor	\$39.00	172.72%	10%	\$117.00	\$120.51
34	Meridian Engineering		X	Williams	Travis	Survey / CADD Design	\$38.00	172.72%	10%	\$114.00	\$117.42
35	Meridian Engineering		X	Sykes	Miles	Surveyor	\$33.00	172.72%	10%	\$99.00	\$101.97
36	Meridian Engineering		X	Holtz	Sierra	Survey / CADD Design	\$27.00	172.72%	10%	\$81.00	\$83.43
37	Meridian Engineering		X	Neu	Timothy	Surveyor	\$22.00	172.72%	10%	\$66.00	\$67.98
38	Meridian Engineering		X	Atkinson	Levi	Surveyor	\$20.00	172.72%	10%	\$60.00	\$61.80
39	Meridian Engineering		X	Oborn	Brandon	Surveyor	\$22.00	172.72%	10%	\$66.00	\$67.98
40	Meridian Engineering		X	Fenn	Regan	ROW Drafting Support	\$25.00	172.72%	10%	\$75.00	\$77.25
41	Meridian Engineering		X	Hughes	Kim	Survey Technician	\$24.00	172.72%	10%	\$72.00	\$74.16
42	Meridian Engineering		X	Wright	Zachary	Survey Technician	\$22.00	172.72%	10%	\$66.00	\$67.98
43	MHTN Architects		X	Wallace	J Ryan	Principal Architect	\$70.00	189.50%	10%	\$222.92	\$229.60
44	MHTN Architects		X	Milillo	Joe	Architect / Project Manager	\$59.50	189.50%	10%	\$189.48	\$195.16
45	MHTN Architects		X	Drake	Matthew	Architectural Support / BIM	\$52.00	189.50%	10%	\$165.59	\$170.56
46	Ninyo & Moore		X	Elison	Eric	Principal	\$76.72	137.19%	10%	\$200.17	\$206.17
47	Ninyo & Moore		X	Gambrell	Robert	PM	\$45.42	137.19%	10%	\$118.50	\$122.06
48	Ninyo & Moore		X	Spendlove	Joseph	Staff Geologist	\$29.02	137.19%	10%	\$75.72	\$77.99
49	Ninyo & Moore		X	Salinas	Edgar	Staff Engineer	\$32.31	137.19%	10%	\$84.30	\$86.83
50	Ninyo & Moore		X	Long	Reggie	Laboratory Manager	\$32.31	137.19%	10%	\$84.30	\$86.83
51	Ninyo & Moore		X	Morin	Colin	Laboratory Technician	\$27.30	137.19%	10%	\$71.23	\$73.37

* Unit prices are for hourly labor only. Additional costs associated with SUE or similar field work will be billed as unit costs

UTAH TRANSIT AUTHORITY

All other terms and conditions in the original agreement not listed as changed in this Change Order No. 1 remain unchanged and in force.

IN WITNESS WHEREOF, this Change Order No. 1 has been executed by UTA and the Contractor or its appointed representative.

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox Date
Executive Director

By: _____
Dave Hancock Date
Chief Capital Services Officer

By: _____
Jared Scarbrough Date
Director of Capital Design & Construction

By: _____
Jacob Wouden Date
Rail Infrastructure Project Manager

By: _____
DocuSigned by:
Mike Bell 5/31/2024
70E33A415BA44F6... Date
MIKE BELL
Legal Review

By: _____
Vicki Woodward Date
Procurement Review

KIMELY-HORN AND ASSOCIATES, INC.:

DocuSigned by:
By: Brent Crowther 6/2/2024
ACF0D3195D5E422... Date
brent c. crowther
Vice President



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

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

TITLE:

Change order: On-Call Infrastructure Maintenance Contract Task Order #24-022 - 1700 S TRAX Grade Crossing (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-022, and associated disbursements, on the on-call infrastructure maintenance task ordering contract with Stacy and Witbeck, Inc. in the amount of \$332,276.00 to replace the grade crossing at 1700 S on the N/S line as part of the SGR program.

BACKGROUND:

In December 2023, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the master task ordering agreement (MTOA) and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on April 18, 2024. The MTOA has a base term of three years with 2 option years, and a total not to exceed value of \$45,000,000 over 5 years.

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:

- Passenger ride quality
 - Automobile cross-traffic ride quality
 - Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-022 with Stacy Witbeck, Inc. to complete the removal and replacement of the 1700 S Grade Crossing on the N/S line in the amount of \$332,276.00. The scope of this request includes all time, labor, and other items needed to remove existing crossing and replace it with embedded track work. By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811
Base Contract Effective Dates:	April 18, 2024 through December 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	\$870,605
Amendment Amount:	\$332,276
New/Total Contract Value:	\$1,202,881
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not do the crossing which could lead to further damage of trains and private vehicles.

FISCAL IMPACT:

The Budget for this task order is included in the 2024 Approved Capital Budget

Project SGR393

2024 Capital Budget: \$4.689 million Available 2024 Budget: \$3.956 million

2025 Capital Plan: \$4.5 million

2026 Capital Plan \$2.0 million

2027 Capital Plan 2.2 million

2028 Capital Plan 4.0 million

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO24-022 - 1700 S Grade Crossing

Status	Open	Assignees	Jacob Wouden
Created Date	May 29, 2024	Issued Date	May 29, 2024
		Location	24-022 1700 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	04/22/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[24-616 - 1700 South Trax Embedded Crossing - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
--	----------	--	----------

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$332,276.00	Independent Cost Estimate (ICE) link, if applicable	TO24-022 1700 S GC.xlsx
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	No	This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the	Yes

original contract rates.

appropriate range for approval.

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of 1%
--	-----	---

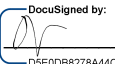
IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation	Project Manager \$0 - 24,999 Legal Review \$25k or greater Dir. of Capital Projects \$25k - 74,999 Chief Service Dev. Ofcr. \$75k - 199,999 Executive Director \$200,000+ Procurement/Contracts (for all)
---------------------------------	--

Signature (Legal) By:  70E33A415BA44F6...

PM Approval The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager) By:  08F0DB8278A44C4
Name: Jacob Wouden
Date: 5/29/2024

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director) By:  91ABD751A0B04BE
Name: Jared Scarbrough
Date: 5/29/2024

Signature (Procurement) By: _____
Date: _____

Signature (Chief Service Development Officer) By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director) By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature
(Contractor)

DocuSigned by:
By: Collin Christensen
ACA2AB62608B4E2
Date: 5/30/2024



Project: SGR393 Grade Crossing Program
2264 S 900 W,
south Salt Lake, Utah 84119

UTA Scope #24-022 - 1700 S Grade Crossing

Status	Open	Assignees	David Smurthwaite
Created Date	May 29, 2024	Issued Date	May 29, 2024
		Location	24-022 1700 S Grade Crossing
Attachments	TO24-022 1700 S Grade Crossing.docx		

OFFICIAL CORRESPONDENCE

		Contractor Name	Stacy and Witbeck, Inc.	
Contract No	23-03811VW	TASK ORDER NO#	24-022	
TASK ORDER NAME	1700 S Grade Crossing Replacement	Type of Estimate	Lump Sum	
		The hours will be accrued from		
UTA Scope Letter	To whom it may concern, This document describes the scope of work that is being requested for the following task within the contract:			
Contact UTA Scope	Please contact the Project Manager via email if you have any questions:			
Services Provided	Remove old crossing panels and replace with approximately 195 Track feet of embedded style crossing. UTA will provide 115 RE rail, that was purchased as a separate task order. Assume one continuous shutdown for project duration. OTM has also been purchased under a different task order.			
Signature (Project Manager)	By:  Name: <u>Jacob Wouden</u> Date: <u>5/29/2024</u>			

Stacy and Witbeck

May 28, 2024

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-616 - 1700 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 1700 South on the Blue Line with 196 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$22,693.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,239.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,524.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,617.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$9,047.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$8,493.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,479.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 1700 South Embedded Crossing – 196 TF - Total \$246,764.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 175 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 400 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 196 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96"x 15" track slab, rather than an 84" x 15" track slab.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 8 TN – (\$180/TN) – Total (\$1,440.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$8,678.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$23,182.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$332,276.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

05/28/2024
24-616
*** Collin Christensen, CC

14:44
1700 South TRAX Embedded Crossing
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	22,693.00	22,693.00
1100	Permits & Regulatory Approvals	1.000	LS	2,239.00	2,239.00
2000	Safety Program & Administration	1.000	LS	3,524.00	3,524.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,617.00	4,617.00
3000	QC Program & Testing	1.000	LS	9,047.00	9,047.00
5000	Traffic & Pedestrian Control	1.000	LS	8,493.00	8,493.00
6000	Construction Survey/Layout	1.000	LS	4,479.00	4,479.00
7000	1700 South Embedded Crossing	196.000	TF	1,259.00	246,764.00
8000	Rail Salvage Credit	8.000	TN	-180.00	-1,440.00
10000	Mobilization	1.000	LS	8,678.00	8,678.00
Subtotal					\$309,094.00
100000	Fee (7.5%)	1.000	LS	23,182.00	23,182.00
Bid Total =====>					\$332,276.00

Stacy and Witbeck On-Call Maintenance Contract #23-03811

Original Contract Amount	45,000,000.00
Change Orders	-
Total Expenditures to Date	<u>1,202,881.00</u>
Remaining Balance	43,797,119.00

[illegible]

Current Contract Value	870,605.00
Total Budgeted Contract Value	1,202,881.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Project Manager-Fares

TITLE:

Change Order: Next Generation Fare Collection System Change Order No. 4 - Media Converters (Scheidt & Bachmann USA, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute change order No.4 and associated disbursements in the amount of \$266,200 with Scheidt & Bachmann USA, Inc. for the purchase of Media Converters.

BACKGROUND:

On March 22, 2023, the Board of Trustees approved a contract with Scheidt and Bachmann to provide a next generation fare collection system. Since the original contract was approved, UTA staff have been working closely with Scheidt and Bachmann to do more detailed planning. Staff have determined that contract adjustments are necessary to successfully deliver this project as originally intended.

Change Order 4 will include a contract adjustment of \$266,200 for the purchase of media converter kits. The Scheidt and Bachman supplied platform validators support RJ45 connection, however UTA's existing platform infrastructure supports fiber connectivity. The media converter will bridge connectivity between the two sources.

The parties agreed within the original contract to handle additional connectivity requirements through the change order process. Change Order 4 increases the contract value by \$266,200 and is therefore being presented for approval.

DISCUSSION:

Change Order No. 4 will include the following:

1. Media Converter Kits
 2. Hardware Development
 3. Certification Process
 4. Project Management
-

CONTRACT SUMMARY:

Contractor Name:	Scheidt & Bachmann USA, Inc.
Contract Number:	22-03566-04
Base Contract Effective Dates:	April 1, 2023 thru March 30, 2031
Extended Contract Dates:	N/A
Existing Contract Value:	\$32,105,482
Amendment Amount:	\$266,200
New/Total Contract Value:	\$32,371,682
Procurement Method:	Competitive Bid (RFP)
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

UTA could consider replacing or augmenting existing platform connectivity with RJ45; however, media converters may still be required for connectivity on some platforms due to the design limitations of RJ45. Staff does not recommend a change to wiring infrastructure and recommends utilizing media converters to connect platform validators to existing fiber connections.

FISCAL IMPACT:

An increase to the contract value in the amount of \$266,200. Funding for this is included in the Approved 2024 Capital Budget in project ICI222.

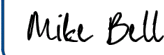
ICI - 222	
Project Budget 2024	412,141,000
2024 POs	(2,622,980)
2024 Requisitions	(266,200)
2024 Actual Exp.	(4,438,210)
2024 Available Budget	404,813,590

ATTACHMENTS:

1. Change Order No. 4 (Scheidt & Bachmann)

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM			
CHANGE ORDER			
Customer: Utah Transit Authority		Contractor Scheidt & Bachmann USA Inc. 1001 Pawtucket Boulevard Lowell, MA 01854	
Contract No: UTA: 22-03566 S&B: SF006606		CO No.: 4	
☐ Supplementary requirement		☒ Additional requirement	
☐ Follow-up order		☒ Additional costs for operational reasons	
☐ Extension of Time		☐	
Requested by: ☒ Customer		☐ Supplier	
1. Change Order Description:			
Subject of the variations Installation of 431 Media Converter Kits for SV 51 Platform Validator comprising of: ▪ Purchase and delivery of 281 new Media Converter Kits ▪ Repurposing of 150 Media Converter Kits originally purchased for TVMs in CO#1 ▪ Hardware Development to work with SV 51 ▪ Certification Process for SV 51 ▪ Project Management ▪ Accompanying Maintenance Service for 431 media converters			
2. Upfront customer information required / pre conditions to be met			
2.1 Applicable ?		☐ yes ☐ no	
2.2 If yes, provide Description below: ▪			
3. Change Order Conditions:			
3.1 Cost Impact: see price sheet attached.			
Capital Prices	Qty	Unit Price in USD	Total Price in USD
(1a) Media Converter Kit	281	590.00	165,790.00
(1b) Media Converter Kit – CO #1	150	LS	101,000.00
HW Development to work with SV 51	1	18,400.00	18,400.00
Certification Process for SV 51	1	7,060.00	7,060.00
Project Management	1	18,750.00	18,750.00
Credit from CO#1	1	(101,000.00)	(101,000.00)
Total Capital Price			210,000.00

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM																											
CHANGE ORDER																											
Customer: Utah Transit Authority		Contractor Scheidt & Bachmann USA Inc. 1001 Pawtucket Boulevard Lowell, MA 01854																									
Contract No: UTA: 22-03566 S&B: SF006606		CO No.: 4																									
<table><tr><td>Annual Prices SLA</td><td>Qty</td><td>Unit Price p.a. in USD</td><td>Total Price Per Year in USD</td></tr><tr><td>(6a) Media Converters for SV 51</td><td>281</td><td>40.00</td><td>11,240.00</td></tr><tr><td>(6b) Media Converters for SV 51 (deducted from TVM annual SLA pricing)</td><td>150</td><td>40.00</td><td>6,000.00</td></tr><tr><td>Offset from 150 media converters already calculated in SLA from CO#1</td><td>150</td><td>40.00</td><td>-6,000.00</td></tr><tr><td colspan="3">Total Increase to Annual Prices</td><td>11,240.00</td></tr><tr><td colspan="3">Total Increase to SLA Price (5 years)</td><td>56,200.00</td></tr></table>				Annual Prices SLA	Qty	Unit Price p.a. in USD	Total Price Per Year in USD	(6a) Media Converters for SV 51	281	40.00	11,240.00	(6b) Media Converters for SV 51 (deducted from TVM annual SLA pricing)	150	40.00	6,000.00	Offset from 150 media converters already calculated in SLA from CO#1	150	40.00	-6,000.00	Total Increase to Annual Prices			11,240.00	Total Increase to SLA Price (5 years)			56,200.00
Annual Prices SLA	Qty	Unit Price p.a. in USD	Total Price Per Year in USD																								
(6a) Media Converters for SV 51	281	40.00	11,240.00																								
(6b) Media Converters for SV 51 (deducted from TVM annual SLA pricing)	150	40.00	6,000.00																								
Offset from 150 media converters already calculated in SLA from CO#1	150	40.00	-6,000.00																								
Total Increase to Annual Prices			11,240.00																								
Total Increase to SLA Price (5 years)			56,200.00																								
3.2 Payment steps: Capital Charges: - A lump sum amount of \$210,000 USD will be applied to Phase 4 Milestone 2 invoice upon approval by the UTA Board. SLA Charges: - Charges under the SLA will be applied to the balance of each annual payment set out in the SLA schedule. Annual payments are subject to annual indexation as per contract.																											
3.3 Effect on the project plan/ time schedule: Actual delivery dates are depending on available resources at the time of order and will be announced by the project manager.																											
3.4 Special Conditions This change order can be contracted at the rates above, without an additional production set up fee, provided that the UTA Board approves this change order by June 13, 2024. This Change Order remains valid until July 30, 2024 and must be fully contracted by this date.																											
4. List of attachments (if any): UTA_CO 4_Attachment 1 – Changes to Contract UTA_CO 4_Attachment 2 – Revised Milestone Payments																											
Authorization																											

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM			
CHANGE ORDER			
Customer: Utah Transit Authority		Contractor Scheidt & Bachmann USA Inc. 1001 Pawtucket Boulevard Lowell, MA 01854	
Contract No: UTA: 22-03566 S&B: SF006606		CO No.: 4	
Customer Authorization	DocuSigned by:  70E33A415BA44F6...		
			6/5/2024
	Mike Bell		Date
	UTA Legal Counsel		
	Monica Howe		Date
Fares Director			
Kensey Kunkel		Date	
Project Manager			
Scheidt & Bachmann USA Inc. Authorization	Toby Holmes Digitally signed by Toby Holmes DN: cn=Toby Holmes, o=S&B USA, ou=email-holmes.toby@scheidt- bachmann-usa.com, c=US Date: 2024.05.23 08:14:16 -0700		
			05/23/2024
	Toby Holmes VP, North America Sales		
			
		05/23/2024	
Cori Enos Contracts Manager			

CHANGE ORDER # 4**Attachment 1****SUMMARY**

Owner Utah Transit Authority

Contract # 22-03566 NextGen Electronic Fare Collection System

Contractor Scheidt & Bachmann USA, Inc.

Date for Completion – Original (Implementation phase only) April 30, 2026

Date for Completion – Current (Implementation phase only) April 30, 2026

This Change Order: Time No change

New Completion Date As above

Contract Value - Original	Implementation	Service - ISLA	Service - SLA	Variable Ongoing Cost	Total Amounts
	\$21,941,687.00	\$2,078,848.25	\$7,678,349.75	\$472,531.00	\$31,698,885.00
Change Orders to date					
CO 1	-\$158,956.00	-\$12,830.00	-\$29,250.00	\$0.00	-\$201,306.00
CO 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CO 3	\$135,102.00	\$0.00	\$0.00	\$0.00	\$135,102.00
This Change Order	\$210,000.00	\$0.00	\$56,200.00	\$0.00	\$266,200.00
Revised Contract Value	\$22,127,833.00	\$2,066,018.25	\$7,705,299.75	\$472,531.00	\$32,371,682.00

DETAILS

Due to the incompatibility of the existing fiber communication lines within UTA's infrastructure with S&B's SV|51 Fare Validators which require an RJ45 connector, UTA has decided to utilize Media Converter Kits to convert the existing fiber line to an RJ45 output to be compatible with the SV|51 units. Under this Change Order, UTA will purchase 281 new Media Converter Kits, and repurpose 150 Media Converter Kits which were previously purchased for TVM units under Change Order #1, for a total of 431 Media Converter Kits.

As such, the Contractor is directed to make the following changes in the Contract:

A. Exhibit A – Statement of Work. At the end of "Section F – Fare Validation Hardware Requirements" add the following language:

Under Change Order #4, the scope of this contract has been modified to include 431 media converters to convert the existing UTA fiber lines to an RJ45 output to be compatible with the SV|51 units.

B. Exhibit B – Pricing Assumptions. In "Hardware Quantities" add line item "Media Converters for SV|51: 431".

C. Exhibit B.1 – Section 1. Phase 1-4 Pricing Total Pricing. Make the following adjustments:

- Fare Validation HW: increase "\$7,008,412.00 USD" by \$210,000.00 USD to "\$7,218,412.00 USD"
- TVM: increase "10,029,600.00 USD" by \$264,000.00 USD to "\$10,293,600.00 USD" (*this figure was not impacted by the transfer of the media converter kits but is being updated within the contract to accurately reflect the total value for accurate accounting. This updated price includes the original cost of the 175 TVMs in addition to the non-refundable expenses incurred by S&B prior to and as a result of CO#1*)
- Total Pricing for Phases 1-4 Milestones: increase "\$21,941,687.00 USD" by \$210,000.00 USD (see calculation in Individual Phase Total Pricing: Phase 4 below) to "\$22,151,687.00"

D. Exhibit B.1 – Section 1. Individual Phase Total Pricing. Adjust Phase 4, Payment Milestone 2 – Contractor's Provision of Design Documentation for FDR Approval as follows:

- Add line item "Change Order 1: 100% of 100% of the Total Pricing for the reduced cost per Change Order #1 is -\$158,956.00 USD"
- Add line item "Change Order 3: 100% of 100% of the Total Pricing for the additional cost per Change Order #3 is \$135,102.00 USD"
- Add line item "Change Order 4: 100% of 100% of the Total Pricing for the additional cost per Change Order #4 is \$210,000.00 USD"
- TOTAL PHASE 4 MILESTONE PRICING: increase to **\$5,420,067.18 USD**.
 - Increase \$5,233,923.23 (adjusted contract value – see Section C, line "TVM" above) by \$186,146.00 (net implementation value of CO#1, CO#3 and CO#4) = \$5,420,069.23

E. Exhibit B.1 – Section 2. Service Level Agreement ("SLA") Fixed Ongoing Pricing. In SLA Pricing Years 1-5 for TVMs decrease "\$219,900.00 USD" by \$6,000.00 USD to "**\$213,900.00 USD**".

- **FORMULA:**
 - \$219,900 - [(\$40 each year per unit) x 150 media kits]
 - \$219,900 – \$6,000 = **\$213,900**

F. Exhibit B.1 – Section 2. Service Level Agreement (“SLA”) Fixed Ongoing Pricing. In SLA Pricing Years 1-5 for Fare Validation Hardware Stationary Validators increase “\$24,700.00 USD” by \$17,240.00 USD to “**\$41,940.00 USD**” and **Total Pricing for Year** from “\$1,535,670.00 USD” to “**\$1,877,610.00 USD**”.

- FORMULA:**

- $\$24,700 + [(\$40 \text{ annually per unit}) \times 150 \text{ media kits from TVMs}] + [(\$40 \text{ annually per unit}) \times 281 \text{ new media kits}]$
- $\$24,700 + \$6,000 + \$11,240 = \mathbf{\$41,940}$
- $\mathbf{\$1,535,670 \text{ original SLA cost per year} + \$41,940 \text{ adjusted cost per year (above)} - \$6,000 \text{ adjusted TVM cost per year (item F)} = \mathbf{\$1,871,610}$

G. Exhibit B.1 – Section 2. Service Level Agreement (“SLA”) Fixed Ongoing Pricing. Update “Initial Pricing” Table as follows:

		Project Management	Development	Training	Hardware	Installation	Software	Other	TOTAL
B) Fare Validation Hardware	1. Onboard Validator for double door bus	\$ 225,110	\$ 548,660	\$ 1,030	\$ 1,935,780	\$ 879,900	\$ 92,770	\$ -	\$3,683,250
	2. Onboard Validator for single door bus	\$ 80,460	\$ 171,970	\$ 1,030	\$ 71,820	\$ 36,860	\$ 38,190	\$ -	\$400,330
	3. Stationary Validator	\$ 91,280	\$ 248,360		\$ 1,537,500				
		+\$18,750	\$18,400	\$ 2,070	+\$165,790	\$ 549,400	\$ 7,190	\$7,060	\$2,645,800
		\$110,030	\$266,760		\$1,703,290				
	4. Spare Parts Package	\$ -	\$ -	\$ -	\$ 444,032	\$ -	\$ -	\$ -	\$444,032
	5. OV Test Equipment	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$45,000
	6.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$-
	TOTAL	\$ 396,850 \$415,600	\$968,990 \$987,430	\$4,130	\$4,024,132 \$4,199,922	\$1,466,160	\$138,150	\$7,060	\$7,218,452

H. Exhibit B.1 Milestone Payment Table. UTA and S&B have mutually agreed that it is in the best interest of both parties to utilize the originally-contracted milestone payment schedule and to include any change order values as individual line items within Phase 4 Milestone 2 rather than adjusting every milestone payment with each change order. To this effect, replace the Milestone Payment Table attached under Change Order #1 with Attachment 2 to this Change Order.

This table has been adjusted to reflect the following:

- The value for Validators has been reverted to the original contract value of **\$6,292,950.00**
- The quantity of TVMs has been reverted to 175 total: 10 and 165
- The value for TVMs has been reverted to the adjusted contract value of **\$10,293,600.00** (*see explanation in Item C*)
- All milestone payments for TVMs and Validators have been reverted to their respective percentage based on the original contract values.
- Change Orders:
 - Line items for each Change Order with their respective implementation values have been added to Phase 4;
 - Percentage payments for each Change Order line item have been applied at 100% of 100% in Phase 4 Milestone 2; and

- The total payment for Phase 4 Milestone 2 is now an aggregate value of existing milestone payments and Change Order values; and
- The total value of the contract has been adjusted to include Change Order values.

I. Exhibit B.1 – Section 4: Fixed Ongoing Pricing. Update the Stationary Validator section as follows:

FORMULA: *see Section G above.*

Fare Validation Hardware	Services	\$24,700.00 \$41,940.00	1	SLA Hardware Service – Stationary Validator
Fare Validation Hardware	Services	\$24,700.00 \$41,940.00	2	SLA Hardware Service – Stationary Validator
Fare Validation Hardware	Services	\$24,700.00 \$41,940.00	3	SLA Hardware Service – Stationary Validator
Fare Validation Hardware	Services	\$24,700.00 \$41,940.00	4	SLA Hardware Service – Stationary Validator
Fare Validation Hardware	Services	\$24,700.00 \$41,940.00	5	SLA Hardware Service – Stationary Validator

J. Exhibit B.1 – Section 4: Fixed Ongoing Pricing. Update the TVM section as follows:

FORMULA: *see Section F above.*

TVM	Services	\$219,900.00 \$213,900.00	1	SLA Hardware Service – Ticket Vending Machine
TVM	Services	\$219,900.00 \$213,900.00	2	SLA Hardware Service – Ticket Vending Machine
TVM	Services	\$219,900.00 \$213,900.00	3	SLA Hardware Service – Ticket Vending Machine
TVM	Services	\$219,900.00 \$213,900.00	4	SLA Hardware Service – Ticket Vending Machine
TVM	Services	\$219,900.00 \$213,900.00	5	SLA Hardware Service – Ticket Vending Machine



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: Medicaid Transit Pass Agreement - Amendment Two (Utah Department of Health)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute Transit Pass Agreement- Amendment Two (2) with the Utah Department of Health

BACKGROUND:
The Utah Department of Health (the Department) and the Utah Transit Authority (UTA) have historically partnered together to provide eligible Medicaid members with transit access. The purpose of the transit access is to help each member travel to and from medical appointments.

Current Contract

UTA entered a five (5) year Transit Pass Agreement with the Department on July 1, 2022. The payment terms of this agreement were as follows:

Year 1-2	July 1, 2022 - June 30, 2024	\$2,420,000
Year 3-5	July 1, 2024 - June 30, 2027	TBD
Contract Total		\$2,420,000

UTA and the Department agreed to obtain data, monitor ridership, and renegotiate the payment terms of the contract for Year 3-5.

In February 2023, UTA agreed to reduce the amount of the contract by (\$33,150), through Amendment 1, in

consideration of the ten (10) zero fare days for the NBA Allstar's celebration. The amount paid to UTA by the department for Year 1-2 was updated as follows:

Contract	\$2,420,000
Amendment 1	(\$33,150)
Updated Total	\$2,386,850

Note: as the amount represented less than 10% of the total contract value, UTA Counsel did not recommend board approval of Amendment 1.

Year three (3) of the agreement will commence on July 1, 2024, and the parties have come to an agreement on the payment terms for the remaining three (3) years of the contract.

DISCUSSION:

In the spirit of partnership, the Department and UTA have agreed to payment terms for the remaining three (3) years of the Transit Pass Agreement: the department shall pay to UTA the amount of \$3,630,000 (\$1,210,000 annually). Medicaid members shall receive access to an electronic transit pass valid on UTA Bus, TRAX, Streetcar, and Microtransit Services.

The updated contract value is as follows:

Year 1-2	July 1, 2022 - June 30, 2024	\$2,386,850
Year 3-5	July 1, 2024 - June 30, 2027	\$3,630,000
Contract Total		\$6,016,850

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Health
Contract Number:	24-F0281-2
Base Contract Effective Dates:	July 1, 2022 through June 30, 2027
Extended Contract Dates:	NA
Existing Contract Value:	\$2,386,850
Amendment Amount:	\$3,630,000
New/Total Contract Value:	\$6,016,850
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement with the Department of Health requiring Medicaid Members to find alternative transit options and forego the associated revenue.

FISCAL IMPACT:

Contract revenue of \$1,210,000 July 1 through June 30 of each contract year. Total revenue through June 30, 2027 is \$6,016,850.

ATTACHMENTS:

Contract



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2216505
DHHS Log Number

1. **CONTRACT NAME:** The name of this contract is UTA Transit Cards Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and UTAH TRANSIT AUTHORITY (CONTRACTOR).

PAYMENT ADDRESS

UTAH TRANSIT AUTHORITY
669 W 200 S
SALT LAKE CITY UT, 84101

MAILING ADDRESS

UTAH TRANSIT AUTHORITY
669 W 200 S
SALT LAKE CITY UT, 84101

Vendor ID: 33861F

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add funding for Utah state fiscal year 2025 through fiscal year 2027.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The amount as of amendment 1 was \$2,386,850. The funding amount will be increased by \$3,630,000 in federal/state/other funds. New total funding is \$6,016,850.
2. Attachment B, effective 07/01/2024, is replacing Attachment B, which was effective 07/01/2022.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2024.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.

7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

**Contract with Utah Department of Health & Human Services and UTAH TRANSIT AUTHORITY,
Log # 2216505**

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Jay Fox
Executive Director, Utah
Transit Authority
Date

By: _____
Tracy S. Gruber
Executive Director, Department
of Health & Human Services
Date

By: _____
Viola Miller
Chief Financial Officer, Utah
Transit Authority
Date

DocuSigned by:
By: Mike Bell 5/31/2024
70E33A415BA44F6...
Mike Bell
Assistant Attorney General
Counsel, Utah Transit Authority
Date

Attachment B

TRANSPORTATION CONTRACT WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES Special Provisions

A. Purpose

- a. The purpose of this contract is to provide non-emergent medical transportation (NEMT) to Members, living in areas serviced by the CONTRACTOR, for their medically necessary appointments as required by 42 CFR 431.53.

B. Contract Duration

- a. The service period of this contract is 07/01/2022 through 06/30/2027, unless terminated or extended by agreement in accordance with the provisions of this contract.

C. Contract Termination

- a. If either party terminates the contract prior to the end of the term of this contract, CONTRACTOR shall prorate the contract amount to the termination date. Any portion of the contract amount paid by DEPARTMENT more than the prorated contract amount will be refunded by CONTRACTOR to the DEPARTMENT. No portion of any electronic card media costs will be refunded.

D. Contract Amount

- a. The DEPARTMENT agrees to pay the CONTRACTOR \$1,210,000 annually f, in accordance with the provisions of this contract.

E. Definitions

- a. PARENT/GUARDIAN ATTENDANT means an individual who accompanies a Member who needs assistance utilizing CONTRACTOR's services.
- b. AUTHORIZED SERVICE means regular fixed route bus, bus rapid transit, Streetcar light rail, TRAX light rail routes, and On-demand service, but excludes FrontRunner, Ski Bus, Flex Routes, Paratransit, and Vanpool service. This is not a reflection of the correct utilization of the service for Medicaid purposes, which is governed by 42 CFR 431.53.
- c. AUTHORIZED USER means Members and Parent/Guardian Attendants that have been issued a Pass in compliance with this contract and are authorized to utilize public transportation.
- d. CONTRACTOR means the Utah Transit Authority ("UTA") a Utah special service district providing public transportation throughout the Wasatch Front.

- e. DEPARTMENT means the Utah Department of Health and Human Services as defined in Utah Code 26B-1-102.
- f. GRIEVANCE means an expression of dissatisfaction (other than an organization determination) from the Member with any aspect of the operations, activities, or behavior of a Medicaid health plan, or its providers, regardless of whether remedial action is requested.
- g. HEALTH PROGRAM REPRESENTATIVE (“HPR”) means an individual who works for the Utah Department of Health and Human Services and their major role is to provide benefit education for Members.
- h. ID means both the internal unique chip identification number (“UID”) and the identification number (“Face Number”) printed on the outside of the Pass.
- i. JOURNEY or LINKED TRIP means one or more Trips taken by an Authorized User within two hours from the first tap.
- j. MANAGED CARE ENTITY (“MCE”) means entities that serve Members on a risk basis through a network of employed or affiliated providers.
- k. MEMBER means an individual who is enrolled in Traditional Medicaid, including those enrolled in an MCE, and requires Non-Emergency Medical Transportation.
- l. NON-EMERGENCY MEDICAL TRANSPORTATION (“NEMT”) means transportation of a Member to a provider of covered-services.
- m. PERSONAL CARE ATTENDANT (“PCA”) is an individual who accompanies a Member with a disability.
- n. PERSONALLY IDENTIFIABLE INFORMATION (“PII”) means any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. PII includes, but is not limited to, Social Security Numbers, driver’s license numbers, Alien Registration numbers, financial or medical records, biometrics, or a criminal history.
- o. PROTECTED HEALTH INFORMATION (“PHI”) means individually identifiable health information as defined in 45 CFR 160.103.
- p. TRIP or UNLINKED TRIP is a data record formed in UTA’s electronic fare collection system back office from data captured when an Authorized User taps on when boarding a UTA vehicle and taps off when alighting. An Authorized User has two hours from the first tap to take additional trips without incurring an additional fare cost.
- q. UTA TRANSIT CARD or PASS means a card that is valid for NEMT provided by CONTRACTOR and issued by the DEPARTMENT to Authorized Users.

F. SCOPE OF WORK

1. The CONTRACTOR shall:

- a. Provide public transportation services on its regularly scheduled Authorized Service routes for Authorized Users with an active UTA Transit Card and Personal Care Attendants;
- b. Have the right to confiscate a Pass at any time (without prior notice to the DEPARTMENT) from any person who CONTRACTOR reasonably believes is not an Authorized User or if CONTRACTOR reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. Upon receipt of a confiscated Pass, CONTRACTOR will deactivate it and notify the DEPARTMENT via email within two business days;
- c. Require Authorized Users to provide proof of fare when riding the system and require them to tap their UTA Transit Card upon boarding a UTA vehicle;
- d. Give DEPARTMENT staff access to the UTA Partner Website and provide training on how to use the website;
- e. Activate and deactivate all ID's requested by the DEPARTMENT within one business day of receipt of request;
- f. Provide a bulk import result email for each bulk import submitted by the DEPARTMENT for Pass activations and deactivations;
- g. Collaborate with the DEPARTMENT to address and resolve Grievances made by Authorized Users;
- h. Meet with the DEPARTMENT at a minimum annually to discuss key information to assist CONTRACTOR in complying with rules and regulations.
- i. Comply with all Medicaid Rules and regulations including, but not limited to, Utah Administrative Rule R414-306-6, 42 CFR 440.170, Utah Medicaid Provider Agreement, and the Medical Transportation Services Manual, as applicable;
- j. Allow a PCA to ride free when accompanying a Member with a disability;
 - i. The PCA is not required to have a Pass when accompanying the Member.
 - ii. Members who require a PCA will have the words "Attendant: Yes" printed on the front of their UTA Transit Card.
 - iii. Members may only be accompanied by one PCA, however, if a Member requires the assistance of more than one individual, the additional attendant must have their own Pass or pay a transit fare.

2. Reports

- a. CONTRACTOR shall provide the DEPARTMENT access to standard reports through the UTA partner website at www.tap2ride.com.

- b. CONTRACTOR shall report usage data in a monthly report, by the 20th day of the following month. CONTRACTOR's monthly report shall include:
 - i. Ridership details of each activated UTA Transit Card during the measurement period. Ridership details shall include the following information:
 - 1. UTA Transit Card ID
 - 2. Tap-on and Tap-off date, time, and location
 - 3. Service Type (e.g., bus, TRAX, etc.)
 - 4. Route Number
 - ii. Total Trips and Journeys per month by UTA Transit Card ID
- c. CONTRACTOR shall collaborate with the DEPARTMENT to create additional custom reports as requested by the DEPARTMENT.

3. The DEPARTMENT shall:

- a. Ensure that all Members are able to apply for and receive a UTA Transit Card. This includes Members who live within CONTRACTOR's service areas, do not live in a long-term care facility, and do not have access to a working vehicle;
- b. Determine if Members with a disability need to travel with a PCA and issue to Members that qualify a Pass with "Attendant: Yes" printed on it;
- c. Issue a UTA Transit Card to all Authorized users which includes Parent/Guardian Attendants accompanying Members age 17 and under;
- d. Communicate to Authorized Users that names are required on the UTA Transit Card signature strip;
- e. Provide CONTRACTOR with the names and email addresses of all staff that require access to the UTA Partner Website;
- f. Ensure that all Authorized Users have a defined UTA Transit Card eligibility time period that corresponds with the Member's Medicaid eligibility plus 30 days as defined below:
 - i. An additional 30-day grace period will be allotted to all eligible Members to account for delays in eligibility certification.
- g. Provide CONTRACTOR a bulk import file detailing Pass activations and deactivations. The bulk import file shall include the following:
 - i. If the card was issued to a Member with a disability
- h. Perform all Pass replacements by submitting a bulk import file or through the UTA partner website at: www.tap2rideuta.com to prevent an Authorized User from having two active UTA Transit Cards at the same time;
- i. Communicate to Authorized Users CONTRACTOR's requirement to tap-on and tap-off at designated card readers when riding Authorized Services;

- j. Collaborate with CONTRACTOR on Member instructions and distribute them with each UTA Transit Card issued;
- k. Allow Authorized Users unlimited monthly trips after eligibility is confirmed;
- l. Address all Grievances made by Authorized Users related to the distribution, activation, and usage of the UTA Transit Cards;
- m. Assist Authorized Users with UTA Transit Card questions via the HPR Line and using the MyBenefits tool.

4. Form of Pass

- a. CONTRACTOR shall provide UTA Transit Cards to the DEPARTMENT that will be embedded with a unique electronic microchip. Each card will be individually numbered.
- b. CONTRACTOR will provide the DEPARTMENT up to fifty-five thousand (55,000) UTA Transit Cards.. If necessary, the CONTRACTOR agrees to negotiate with the DEPARTMENT to provide additional cards.
- c. The DEPARTMENT shall request UTA Transit Cards by providing CONTRACTOR with an eight (8) week lead time and sending a written request to passprograms@rideuta.com.
- d. CONTRACTOR shall provide two different card designs to be distributed to Authorized Users.
 - i. Standard UTA Transit Cards that may be used by Members or Parent/Guardian Attendants.
 - ii. UTA Transit Cards with "Attendant: Yes" printed on them that may be used by Members with a disability.

5. Pass Recognized as Transit Fare

- a. A UTA Transit Card issued to an Authorized User under this contract, when used by such Authorized User in accordance with the following CONTRACTOR's Cardholder Rules shall be recognized as full fare on Authorized Services:
 - i. Authorized Users are required to tap-on and tap-off. Failure to do so may result in a citation or fine to pursuant to CONTRACTOR's ordinances.
 - ii. Authorized Users must provide valid photo identification upon request by a CONTRACTOR Operator, Officer, and/or Fare Inspector.

6. Reimbursement

- a. The DEPARTMENT shall reimburse CONTRACTOR yearly based on the negotiated contracted rate of \$1,210,000 per year.
- b. CONTRACTOR shall submit an invoice to the DEPARTMENT for the annual contracted rate as described above on July 1 at the beginning of each contract year Payment is due within thirty (30) days of invoice receipt.

- c. CONTRACTOR must accept the DEPARTMENT payment as payment in full and cannot bill the Member for any amount with the exception of any fines or citations incurred by the Member.

7. Record Retention

- a. CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for their performance and the payments made by the DEPARTMENT to CONTRACTOR under the contract. These records shall be retained by CONTRACTOR for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR agrees to allow, at no additional cost, the State of Utah, federal auditors, and the DEPARTMENT's staff, access to all such records.

8. Access to Records

- a. CONTRACTOR agrees to provide the DEPARTMENT, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions;

9. Administrative Hearings and Judicial Proceedings

- a. CONTRACTOR shall provide reasonable assistance to the DEPARTMENT in all prehearings and judicial proceedings concerning Member incidents occurring while using UTA Authorized Services;
- b. Assistance includes, but is not limited to, providing all available and necessary documentation;
- c. CONTRACTOR further agrees to provide representation at all prehearings and other judicial proceeding at no additional cost to the State.

10. Telephone Inquiries

- a. CONTRACTOR will provide a telephone number for the purpose of responding to inquiries regarding transportation by bus or TRAX. CONTRACTOR will operate the telephone line at least Monday through Friday from 8:00AM to 5:00PM Mountain Standard Time, or Mountain Daylight Time, as applicable.

11. Disputes Between Parties

- a. All disputes, including those involving reduction of payments, are subject to the Administrative Procedures Act (UCA Section 63G-4) and Utah Administrative Procedures, R410-14. CONTRACTOR has full rights to appeal through the DEPARTMENT's administrative hearing process any action of the DEPARTMENT that adversely affects CONTRACTOR;
- b. The Parties agree to attempt to resolve disputes informally before resulting to administrative hearings or judicial action.

12. Legislative Action

- a. If the Utah State Legislature enacts policy that eliminates all CONTRACTOR fares for all Utah residents, then this contract will be voided on the effective date specified in the bill.

G. CONFIDENTIALITY

1. The content of this contract and any information each party learns from the other party about this transaction are confidential. Each party bears strict confidentiality obligations and may not disclose it without the written permission of the disclosing party.
2. Neither party shall transmit the use of Member PII or PHI for the purposes of this contract. Identifiable characteristics of PII and PHI include, but are not limited to, Member name, Medicaid ID number, date of birth, place of residence, social security number, contact information, or any other identifying information.
3. A DEPARTMENT security risk assessment concluded neither PII nor PHI will be transferred that can identify a Member. The two numbers being transferred are only meaningful to the entities who hold the numbers. Therefore, this is a low risk and a BAA is not needed.
4. Notwithstanding the foregoing, both CONTRACTOR and the DEPARTMENT are subject to the Utah Government Records Access Management Act (UCA 63G-2) and must comply with its disclosure requirements.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Daniel Hofer, Director - Capital Programming & Support
Greg Andrews - Senior Capital Budget Analyst

TITLE:

TBA2024-06-02 - Technical Budget Adjustment - Capital Funds Transfer from MSP263: TOD Working Capital Project to MSP262: SL FLHQ Project

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2024-06-02 to authorize transfer of \$3.160M between MSP263 Transit Oriented Development (TOD) Working Capital fund and MSP262 Salt Lake Frontline Headquarters (SL FLHQ) as presented.

BACKGROUND:

Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:

This Technical Budget Adjustment will transfer a total of \$3.160M to MSP262 - SL FLHQ as part of UTA's 2024 capital program to aid in the delivery of the project. This request will affect the current budget total of two different projects within UTA's 2024 Capital Program. A supplemental document has been provided which details the current budgets for the affected projects, the requested amounts, and the proposed new totals, dependent on approval from the Board of Trustees.

The main benefits UTA anticipates will result from the proposed TBA include:

- Obtain 30% schematic design for the new Salt Lake Frontline Headquarters building.
- Align MSP262 SL FLHQ budget with contract milestones or anticipated expenditure amounts for the project

through the end of 2024.

ALTERNATIVES:

The following are options that the Board could consider and the potential impacts of those decisions:

- Project could be delayed.
 - The board may request revisions to the proposed Technical Budget Adjustment.
-

FISCAL IMPACT:

Funds will be redistributed in the budget from MSP263 - TOD Working Capital to MSP262 - SL FLHQ. The funds in MSP262 - TOD Working Capital were originally going to be used for the purchase of a future TOD property. With this transfer, that property will not be purchased this year. There will be no impact on budget authority for the approved 2024-2028 Capital Plan.

TBA2024-06-02 Capital Budget Adjustment Details

Project Code / Name	2024 Budget	Requested Amount	Total
<i>MSP262 – SL FLHQ</i>	1,060,000	3,160,000	4,220,000
<i>MSP263 – TOD Working Capital</i>	3,554,000	(3,160,000)	394,000

ATTACHMENTS:

- TBA2024-06-02 Technical Budget Adjustment - Capital

**UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
TECHNICAL BUDGET ADJUSTMENT**

REF#: TBA 2024-06-02

<u>Funding Sources</u>		Adopted 2024 Budget	Technical Budget Adjustment	Amended 2024 Capital Budget
1	UTA Current Year Funding	\$ 134,872,000		\$ 134,872,000
2	Grants	60,553,000		60,553,000
3	Local Partner Contributions	8,913,000		8,913,000
4	State Contribution	13,483,000		13,483,000
5	Leasing	39,725,000		39,725,000
6	Bonding	6,994,000		6,994,000
7	Total Funding Sources	264,540,000	-	264,540,000
<u>Expense</u>				
8	Capital Services	205,808,000	-	205,808,000
	MSP262- SL FLHQ	1,060,000	3,160,000	4,220,000
	MSP263 - TOD Working Capital	3,554,000	(3,160,000)	394,000
9	Finance	28,877,000	-	28,877,000
10	Enterprise Strategy	10,758,000	-	10,758,000
11	Operations	7,878,000	-	7,878,000
12	Planning & Engagement	6,436,000	-	6,436,000
13	Executive Director	2,628,000	-	2,628,000
14	People	2,155,000	-	2,155,000
15	Total Expense	\$ 264,540,000	\$ -	\$ 264,540,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman - Regional General Manager - Salt Lake Business Unit
PRESENTER(S): Camille Glenn, Regional General Manager - Mt. Ogden Business Unit
Andres Colman, Regional General Manager - Salt Lake Business Unit

TITLE:

2023-2024 Ski Service End of Season Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Authority provides winter ski bus service to six ski resorts in Ogden, Salt Lake, and Provo each winter.

DISCUSSION:

An information report on UTA's 2023-2024 Ski Service, including ridership and other performance measures will be presented to the Board at this meeting.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/26/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Hal Johnson, Director Innovative Mobility Solutions
James Campbell, Rocky Mountain Power
Bartly Matthews, Utah State University

TITLE:

Transportation Infrastructure Amendments (2023 Senate Bill 125) and UTA Rocky Mountain Power Partnership Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

for discussion

Informational report

BACKGROUND:

In 2019, UTA and Rocky Mountain Power (RMP) signed a master agreement to guide future electrical infrastructure development. UTA is a substantial user of electricity, with 50 miles of light rail and 34 battery-electric buses, as well as facilities. The partnership agreement was updated in 2023 to reflect the progress made. The graphic below notes the focus areas of the agreement.

Powering Utah Forward

Energy Efficiency	Electric Vehicles	Electrical Infrastructure	Grid Resilience	Research and Grants
Watts smart Program	Electric Buses	Bus and Car Charging Stations	System Redundancy	Vehicle Drive System
Power Usage Evaluation	FrontRunner Electrification	Power Storage and Substations	Smart Grid	Batteries and Peak Demand Management
Upgrading Old Systems	Autonomous Vehicles	Rail Expansion and Electrification	Solar-supplemented Grid	Grant Initiatives
		North Temple Transit Hub		
				

Senate Bill 125 passed in 2023. The bill created a new steering committee to plan for electrified transportation across State agencies. A summary of the Bill is below:

- An advisory board is developed to guide investments in electrified transportation. UTA is a member of the Board.
- Develop a plan by August 2024
- Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE), a National Science Foundation (NSF) Engineering Research Center housed at Utah State University, received \$2.1 million in ongoing funding through Senate Bill 125, Transportation Infrastructure Amendments.
- ASPIRE conducts vital research to pave the way for real-world deployment of electrified transportation systems.
- ASPIRE partners with the University of Utah, Brigham Young University, and eight other universities worldwide in its research, supported by NSF, industry partners, and research grants from the U.S. Departments of Energy and Transportation.

DISCUSSION:

Utah State is developing a comprehensive electrification plan to address charging for all users as well as energy availability. The plan is focusing on the development of shared infrastructure to improve energy efficiency and reduce cost.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

None