



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 13, 2023

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Alisha Garrett
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of August 23, 2023 Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - UTA Commendations
 - OGX Public Opening
 - U of U v. Florida
7. **Contracts, Disbursements and Grants**
 - a. Contract: Light Rail and Commuter Rail Car Cleaning (MasterCorp Inc.) Benjamin Adams
Marco Gamonal
William Patterson
 - b. Contract: MidValley Connector Lease Agreement (West Valley City) David Hancock
Andrea Pullos
 - c. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-097 - Redwood Road Grade Crossing (Stacy and Witbeck, Inc.) Jared Scarbrough
Jacob Wouden
 - d. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-117 - Bingham Junction Embedded Grade Crossing (Stacy and Witbeck, Inc) Jared Scarbrough
Jacob Wouden

- e. Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 41 - Winter Paving Conditions (Big-D Construction) David Osborn

- f. Pre-Procurements Todd Mills
- Customer Experience Strategic Plan
 - Employee Holiday Gift Cards
 - Insurance Broker Services
 - New Light Rail Vehicles

8. Service and Fare Approvals

- a. Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (JF Development Group, LLC) Kensey Kunkel
- b. Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Mortenson) Kensey Kunkel

9. Budget and Other Approvals

- a. TBA2023-09-01 - Technical Budget Adjustment for Capital Budget Transfers Viola Miller
Daniel Hofer
Gregory Andrews

10. Discussion Items

- a. 2024-2028 Five Year Capital Plan Overview Viola Miller
David Hancock
Daniel Hofer
- b. Transit Oriented Development (TOD) Designation for Farmington and Lehi Stations Paul Drake
Nick Duerksen
- c. Travel Training Program Update Nichol Bourdeaux
Doraleen Taulanga

11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, September 27th, 2023 at 9:00 a.m.

12. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

13. Open Session

Chair Carlton Christensen

14. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_591J2FCbT6SP4ctyW1L0-w 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, September 12th 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: 9/13/2023

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

TITLE:

Approval of August 23, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the August 23, 2023, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday August 23, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/853391.html) <<https://www.utah.gov/pmn/sitemap/notice/853391.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

ATTACHMENTS:

1. 2023-08-23_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 23, 2023

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Viola Miller, UTA Chief Financial 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 August 9, 2023 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

Senator Mitt Romney Visit

Jay Fox, UTA Executive Director, said UTA leadership, along with other local leaders in transportation, met recently with Senator Mitt Romney to discuss future needs along

the Wasatch Front.

Radio Communications Outage

Mr. Fox was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer, and Kyle Brimley, UTA IT Director. Mr. Fox and staff reported the agency experienced a major communications system outage resulting from high humidity levels in its local data center. The UTA IT team worked diligently to address the issue quickly and partnered with operations to maintain uninterrupted service during the outage.

Discussion ensued. Questions on remote data center capabilities and lessons learned regarding humidity controls were posed by the board and answered by staff.

Customer Service

Mr. Fox mentioned customers can dial 1.888.RIDEUTA for trip planning tips using transit.

7. Contracts, Disbursements and Grants

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

Mr. Brimley was joined by Brock Spencer, UTA Radio Communications Supervisor. Mr. Brimley requested the board approve a \$2,081,9876.74 contract with Boldyn Networks Transit US, LLC for the integration of upgraded WiFi technologies on the FrontRunner system.

Discussion ensued. Questions on the procurement process, equipment ownership, and service arrangements were posed by the board and answered by staff.

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

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

Guy Miner, UTA Facilities Maintenance Manager, requested the board approve a \$338,152 contract with UAEC, INC dba UTA Engineering to replace the HVAC system at the UTA Police Headquarters in Murray. (Note: The board was informed of the issuance of an emergency notice to proceed on the project during its July 26, 2023, meeting.)

Discussion ensued. Questions on the determination for equipment replacement versus repair, lifespan of the new unit, equipment replacement planning, and long-term viability of the UTA Police Headquarters building were posed by the board and answered by Mr. Miner.

Chair Christensen recommended a more proactive approach to facilities planning.

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

- contract be approved. The motion carried by a unanimous vote.
- c. **Contract: Memorandum of Agreement Regarding Joint Participation in Transit Service and Facilities (Park City Municipal Corporation and High Valley Transit)**

Lorin Simpson, UTA Special Project Manager - Fleet, was joined by Hal Johnson, UTA Acting Director of Innovative Mobility Solutions, and Troy Bingham, UTA Comptroller. Mr. Simpson requested the board approve a memorandum of agreement (MOA) with Park City Municipal Corporation and High Valley Transit. The MOA defines the rights and obligations of all parties related to terminating the previously executed 2011 and 2022 interlocal agreements (ILAs), as well as the rights and obligations of all parties associated with any other prior MOAs or memoranda of understanding (MOUs).

In effect, the MOA addressed in today's board meeting authorizes the following:

- UTA disbursement to Park City Municipal Corporation: \$942,989
- UTA disbursement to High Valley Transit: \$524,130
- UTA receipt of disbursement from Park City Municipal Corporation: \$835,607
- UTA receipt of disbursement from High Valley Transit: \$131,795.24

Discussion ensued. Questions on the timeline for the battery electric bus work, UTA responsibility for charger construction, and net impact to UTA cash flow were posed by the board and answered by staff.

Chair Christensen recommended implementing a system to better track obligations in government-to-government contracts.

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

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

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Russ Fox, UTA Director of Planning. Mr. R. Fox requested the board approve a \$275,000 amendment to the master collaborative planning agreement with the Wasatch Front Regional Council (WFRC), Mountainland Association of Governments (MAG), and the Utah Department of Transportation (UDOT) for a transit economic impact study. The current scope of the agreement assesses the economic impact of Utah's Unified Transportation Plan, and the amendment would expand the scope to include an assessment of the economic impact of transit in the local community.

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

- e. **Pre-Procurements**
 - **FrontRunner Wayfinding Signage**
 - **UTA Sustainability Audit**
 - **Mid-Valley BRT Construction**

Todd Mills, UTA Director of Supply Chain, was joined by G.J. LaBonty, UTA Manager of Customer Experience, and David Hancock, UTA Director of Capital Development. Mr. Mills indicated the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued. Questions on the scope of the wayfinding signage procurement, wayfinding standards, sustainability audit in relation to the UTA Strategic Plan, and Mid-Valley procurement timeline were posed by the board and answered by staff.

Trustee Acerson suggested partnering with UDOT on travel times to encourage transit ridership. Trustee Holbrook recommended sharing procurement investment information with stakeholders.

8. Discussion Items

a. **UTA Bus Speed and Reliability Program (BSRP)**

Mr. R. Fox was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning, and Matthew Gray, UTA Strategic Planner II, and Andres Colman, UTA Regional General Manager - Salt Lake Business Unit. Mr. Beim provided a summary of the BSRP program, then spoke about the importance of bus service and benefits of improved speed and reliability. He went on to describe initial study routes, tools used to increase bus speed and reliability, and funding required for implementation. He concluded by discussing work that has been done to date and potential next steps.

Discussion ensued. Questions on operator impacts, traffic signal prioritization challenges, community progress on implementing infrastructure, Transit Transportation Investment Fund (TTIF) utilization, operator input, and avenues for obtaining local feedback were posed by the board and answered by staff.

Trustee Acerson suggested working with school systems to train drivers to merge to an inside lane when buses are stopped in traffic, Chair Christensen recommended finding ways to better leverage service on Redwood Road in Salt Lake County, and Trustee Holbrook suggested accounting for high-growth housing areas for transit propensity.

Chair Christensen mentioned the board would like to participate in ride-alongs on the pilot routes.

b. **December 2023 Change Day Update**

Ms. Bourdeaux was joined by Mr. R. Fox, Mr. Colman, and Eric Callison, UTA Manager of Service Planning. Staff reviewed intended system adjustments to be made on the

December 2023 change day, specifically addressing ski service and the work that has been done with stakeholders (i.e., ski resorts, Salt Lake County, Visit Salt Lake, the Town of Alta, and UDOT) to prepare for the 2023-2024 ski season.

Discussion ensued. Questions on operator staffing and continued service reductions were posed by the board and answered by staff.

Trustee Holbrook requested the board be updated on change day efforts earlier on in the process.

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

David Hancock, UTA Director of Capital Development, outlined proposed amendments to the UTA 2023-2027 Capital Plan and the UTA 2023 Capital Budget to include a project on TRAX in Daybreak. The new project, which adds \$6.5 million to the capital plan, will be funded through external sources, and will serve the area where the new minor league baseball field is being constructed. Mr. Hancock noted the 2023 capital budget may need to be increased by \$500,000 to fund a portion of the design work on the project.

Discussion ensued. A question on external funding sources was posed by the board and answered by Mr. Hancock.

9. Other Business

- a. Next Meeting: Wednesday, September 13, 2023 at 9:00 a.m.

10. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation. A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 11:03 a.m.

11. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote.

Trustee Holbrook left the meeting at the conclusion of closed session at 11:27 a.m.

The meeting reconvened in open session at 11:27 a.m.

12. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 11:28 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/853391.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/248?view_id=1&redirect=true&h=5f16bb9e2165f1d6ad09a38ec8bb84c1.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

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

TITLE:

Executive Director's Report

- UTA Commendations
- OGX Public Opening
- U of U v. Florida

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

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

- Tracy Young named President of Utah's Urban, Rural Specialized Transit Association (URSTA), a 3-year term (Vi Miller)
- Trista Lawrence appointed to a 4-year term on the Utah State Board of Aging Adults (Vi Miller)
- Christy Allen appointed as Transportation Representative to the Utah Coalition of Aging (UCOA) (Vi Miller)
- Dave Hancock appointed as Chief Capital Services Officer and accepted to the 2024 Leadership APTA (Jay Fox)
- Report on OGX Public Opening
- Report on U of U v. Florida Event



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cherryl Beveridge, Chief Operating Officer
PRESENTER(S): Ben Adams, Manager of Commuter Rail Vehicle Maintenance
Marco Gamonal, Manager of Light Rail Vehicle Maintenance
William Patterson, Assistant Manager of Commuter Rail Vehicle Maintenance

TITLE:

Contract: Light Rail and Commuter Rail Car Cleaning (MasterCorp Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve contract number and authorize the Executive Director to execute the base contract of 3 years and associated disbursements for MasterCorp Inc. in the amount of \$4,695,121.41 to provide Light Rail and Commuter Rail Car cleaning services. Future board approval will be requested when exercising the option years.

BACKGROUND:

UTA's contract for Revenue Vehicle Cleaning expired on June 30, 2023 (the previous contract has been extended to cover the gap between contract effective dates). A new request for proposal (RFP) was sent out for competitive bid. MasterCorp Inc. proposed the best value for the requested services over the course of the next 3 years with an option to continue services for an additional 2 years. This includes nightly cleaning of Rail Vehicles at the maintenance facilities and daily porter cleaning services at the end of lines.

DISCUSSION:

UTA Staff is requesting approval of Contract #22-03712JD to award UTAs three-year Janitorial Contract to MasterCorp Inc. in the amount of \$4,695,121.41. The contract also contains two additional one-year options to be exercised at UTA's sole discretion in the amounts of \$1,632,406.17 and \$1,685,464.39 respectively. These option years will only be executed after future board approval (as required according to contract value

thresholds). MasterCorp Inc. has been in business for more than 40 years. MasterCorp Inc. has held a UTA contract for cleaning UTA Rail Vehicles for the last five years and has delivered excellent service at an excellent price. The size of the company, favorable service history and lowest bid of three contenders demonstrates best value for Rail Vehicle cleaning services. UTA Staff is confident that MasterCorp Inc. will continue to provide UTA with the best service at the best price. This contract has been identified as Contract #22-03712JD and is funded in the 2023 - 2026 Rail Vehicle Maintenance Operating Budgets.

CONTRACT SUMMARY:

Contractor Name:	MasterCorp Inc.
Contract Number:	UTA Contract #22-03712JD
Base Contract Effective Dates:	September 13, 2023 through June 30, 2026
Extended Contract Dates:	Option 1: July 1, 2026 - June 30, 2027 (future approval) Option 2: July 1, 2027 - June 30, 2028 (future approval)
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$4,695,121.41
Procurement Method:	RFP
Budget Authority:	Local/ Rail Vehicle Maintenance Operating Budgets

ALTERNATIVES:

There are no fiscally feasible alternatives. The alternative is to perform the work with UTA bargaining unit employees which would cost significantly more than the proposed contract.

FISCAL IMPACT:

Funds are budgeted locally in the Maintenance Budgets.

ATTACHMENTS:

- 1) Contract

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03712JD Light and Commuter Rail Car Cleaning

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 Master Corp Inc. (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Light and Commuter Rail Car Cleaning.

WHEREAS, On April 20, 2023, UTA issued Request for Proposal Package Number 22-03712JD (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) - year period expiring June 30, 2026. 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 Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall always be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. **INVOICING PROCEDURES**

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

thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

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

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

11. **USE OF SUBCONTRACTOR S**

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

12. **KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable

provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Paul E. Porter – Branch Manager

Eduardo “Eddie” Rodriguez – Operations Manager

Guadalupe “Lupe” Villalba – Area

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

13. SUSPENSION OF WORK

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

14. TERMINATION

a. FOR CONVENIENCE:

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

b. FOR DEFAULT:

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail

to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from

liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or subContractor s and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

2. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".
3. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

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

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

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to utahta@ebix.com 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. **SUBCONTRACTOR S:** Contractor s’ certificate(s) shall include all subContractor s as additional insureds under its policies or subContractor s shall maintain separate insurance as determined by the Contractor , however, subContractor 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

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

property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

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

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other

disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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

Level of Authority	Time Limit
UTA's Project Manager Commuter Rail – Ben Adams and William Patterson Light Rail – Marco Gamonal /Contractor's Project Manager /Contractor's Project Manager Paul E. Porter	Five calendar days
UTA's Contract Buyer Jenny Dang/Contractor's Operations Manager Eddie Rodriguez	Five calendar days
UTA's Procurement Manager Troy Hamilton/Contractor's President Richard McLaughlin	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly

stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Jenny Dang
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

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

If to Contractor :

MasterCorp Inc.
ATTN: Paul Porter
47 East Orange St. Ste. #E6
Salt Lake City, UT 84116

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

28. **CONTRACT ADMINISTRATOR**

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

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

- a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or

exceed \$1 million:

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____

Jay Fox

Executive Director

By _____

Cherryl Beveridge

CONTRACTOR :

DocuSigned by:
By Richard McLaughlin 8/11/2023
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Richard McLaughlin
President of MCS

Chief Operating Officer

By _____

Zachary Thomas

Acting Commuter Rail General Manager

By _____

Jaron Roberston

Acting Light Rail General Manager

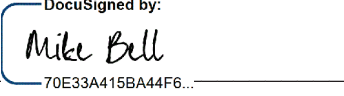
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UTA Legal Counsel

EXHIBIT A**STATEMENT OF WORK
LIGHT RAIL VEHICLES**

The contractor shall provide all necessary equipment (cleaning and/or other), labor, materials, cleaning supplies, transportation as necessary to provide cleaning services on the UTA light rail vehicles as identified in the Statement of Work.

LIGHT RAIL VEHICLES (LRV): There are more than one makes and model of Light Rail Vehicle to be serviced under this contract. All are treated equal as to cleaning requirements and cleaning costs. All may be referred to as an LRV.

CONSUMABLE CLEANING SUPPLIES: The contractor shall provide all consumable supplies. Cost of supplies will be included in the cost of the cleaning service. No outside chemicals or cleaning products will be permissible on UTA property. All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.

The contractor will maintain a sufficient stock of consumable supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible Vehicle Maintenance Manager.

**LIST OF SUPPLIES/MATERIALS TO BE PROVIDED BY THE CONTRACTOR: (LIST
IS REPRESENTATIVE AND MAY NOT BE ALL INCLUSIVE)**

ITEM #	DESCRIPTION
REQUIRED CLEANING EQUIPMENT MATERIAL AND SUPPLIES (AS REQUIRED)	
001	Brooms, Mops & Mop Heads
002	Scrub Brushes
003	Cleaning Rags & Wipes
004	Buckets, Pails
005	Step Stools & Ladders
006	Window Squeegees, Tools and Cleaners
007	Extension Cords
008	Personal Protection Equipment (PPE) and Supplies
009	Vacuum Cleaners, Tank & Upright as Required
010	Buffers & Floor Machines as Required

DAY PORTER SERVICES:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean LRV's at Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station.
- Cleaning to be performed **Monday thru Saturday 06:30am – 9:30am and 14:30pm – 18:30pm.**
- Contract cleaners will not have any break or lunch breaks while a train is at the station. Contract cleaner(s) must always stay on site.
- LRV's need to be cleaned immediately as they arrive without delay. (There could be less than 10 minutes to clean the train).
- Cleaners must not delay train departure. If a train is not thoroughly cleaned by scheduled departure time, deductions to pay may be made (see schedules below). Train pullout time will not be delayed; train will leave as scheduled even if the cleaner is still on the train. Cleaner will then need to get off at the first stop and return to Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station.
- Deductions of pay may be made if cleaning is not acceptable to UTA Management.
- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor personnel must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- The contractor will provide other duties as assigned by UTA personnel as needed to include occasional minor cleanup at stations or platforms.

CONTRACT CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Check cleaner's progress at to Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station at least once per shift and clear up any problems.
- Contact a UTA Representative at the beginning of cleaning to find out specific needs.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA Personnel and maintain records of them.
- Attend Rail Vehicle Manager Staff Meetings as requested.

UTA SUPERVISORS: Throughout the day the UTA Supervisors are the primary point of contact for the operation and control of the station platform. Contractor personnel will work with and cooperate with the Supervisors for immediate needs in the area. However, maintenance and upkeep of the rail cars has priority over activities or needs on the platform.

DAY & AFTERNOON PORTER SCHEDULES:

Location	Check In/Out
Daybreak AM	06:30 - 09:30
West Valley AM	06:30 - 09:30
Draper AM	06:30 - 09:30
University Med AM	06:30 - 09:30
Airport AM	06:30 - 09:30
Salt Lake Central AM	06:30 - 09:30
Central Pointe AM	10:00 - 11:00
Daybreak PM	14:30 - 18:30
West Valley PM	14:30 - 18:30
Draper PM	14:30 - 18:30
University Med AM	14:30 - 18:30
Airport AM	14:30 - 18:30
Salt Lake Central AM	14:30 - 18:30

SITE LOCATIONS:

Daybreak Parkway (UTA Red Line End of Line) 11400 S Grandville Ave Rd South Jordan, UT, 84095	West Valley Central Station (UTA Green Line End of Line) Line) 2750 W 3590 S West Valley City, UT, 84119	Draper Towne Center (UTA Blue Line End of 1131 E Pioneer Draper City, UT, 84020
Central Pointe Station (UTA S-Line End of Line) Line) 221 W 2100 S Salt Lake City, UT, 84115 UT, 84112	Salt Lake Central Station (UTA Blue Line End of Line) 325 S 600 W Drive Salt Lake City, UT, 84101	University Medical Center (UTA Red Line End of 10 North Mario Capecchi Salt Lake City,
Airport Station (UTA Green Line End of Line) 3900 W Terminal Drive Salt Lake City, UT, 84116		

CLEANING REQUIREMENTS (DAY PORTER SERVICES):

LOCATION	TASK DESCRIPTION
PASSENGER	1. Sweep and Pick up Garbage/Trash Throughout the Train. Remove Trash from Train.
	2. Brush Off All Seats.

SEATING AREAS AND COMMON AREAS	3. Clean Spills on Floors and Seats (If Seat is Damaged and Requires Replacement - Contact Light Rail Vehicle Maintenance Supervisor).
	4. Clean Doorway Steps of Debris, Dirt, Mud, Ice, Ice Melt, etc.
	5. Mop Floor Entrances in Traffic Areas as Needed.
	6. Properly Dispose of Trash/Garbage at a Separate Location, Trash Bins on the Platforms Will Not be Used to Deposit Trash from the Train.
	7. Clean up Blood, Vomit and Other Bodily Fluids in the Proper Manner and Dispose of Waste in Accordance with Local and State Requirements.
	8. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using Nonabrasive Rags as Needed.
SANITIZING	After Cleaning as Outlined Above the Following Areas Shall be Sanitized:
	1. All Doorknobs and Handles.
	2. All Handrails.

PAY ELEMENTS AND PERCENTAGES (DAY PORTER SERVICES):

Rail Car Cleaning Services	% Value*
Sweep and Remove Trash	20%
Windows	10%
Clean Doorways/Entryways of Dirt, Mud, Snow/Ice, Ice Melt, Mop as Needed	15%
Clean Seats, Contact VM Supervisor If Seat Is Damaged	15%
Clean-Up Spills	10%
Clean Bio Waste as Required	10%
Sanitizing	20%
Other Services	

*Based on service requirements complete at pull-out. Partially complete is the same as not being done.

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Light Rail Vehicles (LRV) at the Daybreak Parkway Station.
- Current service consists of cleaning 3 LRV's Sunday night and 7 LRV's Monday thru Thursday nights. The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule).
- Currently cleaning to be performed Sunday thru Thursday 23:30pm – 02:30am.
- Upcoming August 2023 change day, projected cleaning to be performed Sunday thru Friday 23:30pm – 02:30am. (The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule).
- Cars will be outside at the Daybreak Parkway Station or at a remote location outside the Rail Service Facility. (See Bid Schedule)
- Cleaners must not delay trains for morning pull-out. If a train is not thoroughly cleaned for morning pull-out deductions to payments may be made per UTA checklist.
- All mops, brooms, and cleaning supplies will be furnished by contractor.
- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.

- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees will wear identifying badges, safety vests, and steel toed, electrical hazard safety boots.
- Contractor employees must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- Other cleaning duties as assigned by UTA personnel as needed.
- Deductions in payments may be made if cleaning is not acceptable to UTA Management.
- **Sanitize** means the use of UTA approved antibacterial alcohol sanitizer for cleaning and biohazard clean-up.
- Clean station platform and general service area at end of shift.

DAYBREAK NIGHT LRV CLEANING REQUIREMENT:

LOCATION	TASK DESCRIPTION FOR DAILY CLEANING SERVICES	
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean Steps, & Stair Treads.	
	2. Clean ADA Ramps.	
	3. Clean Windowsills, & Ledges.	
	4. Clean Floors, Remove Gum, & Candy, etc.	
	5. Scrub Down Walls Daily to Remove Prints, Grease, & Scuff Marks, etc.	
	6. Clean Ceilings and Overhead Grilles.	
	7. Vacuum and Clean Vinyl Seating: Removing Dust, Gum, Spots, and Spills.	
	8. Sanitize Seat Backs, Removing Stains, & Dirt, Etc. With Approved Disinfectant.	(Alcohol Swabs or Disinfectant Wipes)
	9. Remove Debris and Clean Between Passenger Seating and Wall.	
	10. Clean Light Fixtures to Remove Fingerprints and Stains.	
	11. Clean Stainless Heating Vents Under All Seats and Between "C" Truck Seats to Remove Prints, Stains, Gums, and Stickers, etc.	
	12. Clean Steel on Bottom of Seats to Remove Gum, & Dirt, etc.	
	13. Clean Articulation Bellows of Dirt, Stains, & Fingerprints, etc.	
	14. Sweep and Mop All Floor Areas and Clean by Hand on Hard-to-Reach Areas.	
	15. Clean and Sanitize all Handrails and Hand Straps.	
	16. Clean Stairwells - Scrub Stripes to Remove Dirt.	
	17. Clean and Scrub All Entrance Seals.	
	18. Clean & Degrease All Interior Entrance Doors and Interior Door Frames.	
	19. Clean and Scrub Floors, Walls, Detail and Sanitize Driver's Cab.	
	20. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using	Nonabrasive Rags.
	21. Clean Both Operator's Cab Seats, Dash, Windshield, Side Glass, Panels, and Floor.	
	22. Clean All Sand Boxes.	
	23. Remove and Clean-Up All Graffiti from Walls, Seats, and Floors, Inside and	Outside of Car.

SANITIZING	AS Part of or After Cleaning as Outlined Above the Following Areas Shall be Sanitized:	
	1. All Doorknobs and Handles *Clean Stainless "Kick Plates" on Each Bottom	Portion of
	Doors. (\$70's)	
	2. All Hand & Grab Rails.	
SANITIZING CONTINUED	3. All Seat Backs.	
	4. All Windowsills.	
	5. Remove Vomit with Bio Kits and Dispose of IAW With City and State Laws.	
	6. Clean-Up Blood Stains with Bio Kits and Dispose of IAW With City and State	Laws.
MISC.	1. Clean Maintenance Service Bays, Floors, Platform, Trash Removed, Equipment, Vacuums, Wet/Dry Vacuums, & Mops, Etc. (See Item 5. Maintain Service Bays)	
	2. Service Area to be Inspected Daily by UTA Management.	

PAY ELEMENTS AND PERCENTAGES (DAILY CLEANING):

Daybreak Night Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	15%
Sweep and Remove Trash/Mop All Floors	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Wipe and Sanitize Vinyl Seating	15%
Clean-Up Spills	10%
Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

NIGHT CLEANING SERVICES AT MAINTENANCE SHOPS:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Light Rail Vehicles (LRV) at the Rail Service Centers (JRRSC and MRSC).
- Cleaning to be performed Sunday through Saturday 21:00pm – 05:00am **(Recommended staffing minimum nightly: JRRSC – 6-7 & MRSC – 4-5)**
- Current service consists of cleaning 58 LRV's Monday thru Thursday nights; 60 LRV's Friday Night; 49 LRV's Saturday Night; and 28 LRV's Sunday Night. The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule). Generally, events require more vehicles, which requires more cleaning. (Example of events U of U football games, Concerts, LDS General Conference... Etc.)
- Cars may be outside the buildings or at a remote location outside the Rail Service Facilities. (See Bid Schedule)
- Cleaners must not delay trains for morning pull-out. If a train is not thoroughly cleaned for morning pull-out deductions to payments may be made per UTA checklist.
- All mops, brooms, and cleaning supplies will be furnished by contractor.

- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees will wear identifying badges, safety vests, and steel toed, electrical hazard safety boots.
- Contractor employees must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- Other cleaning duties as assigned by UTA personnel as needed.
- Deductions in payments may be made if cleaning is not acceptable to UTA Management.
- **Sanitize** means the use of UTA approved antibacterial alcohol sanitizer for cleaning and biohazard clean-up.

Nightly LRV Cleaning Requirement:

LOCATION	TASK DESCRIPTION FOR DAILY NIGHT CLEANING SERVICES
PASSENGER SEATING AREAS AND COMMON AREAS	1. Remove Debris and Clean Between Passenger Seating and Wall.
	2. Clean Stainless Heating Vents Under All Seats and Between "C" Truck Seats to Remove Prints, Stains, Gums, and Stickers, etc.
	3. Sweep and Mop All Floor Areas and Clean by Hand on Hard-to-Reach Areas.
	4. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using Nonabrasive Rags.
	5. Clean Both Operator's Cab Seats, Dash, Windshield, Side Glass, and Panels.
	6. Remove and Clean-Up All Graffiti from Walls, Seats, and Floors, Inside and Outside of Car.
	7. Check and Replenish Windshield Washer Fluid, as Necessary.
	8. Clean Steps, & Stair Treads.
	9. Clean ADA Ramps.
	10. Clean Windowsills, & Ledges.
	11. Clean Floors, Remove Gum, & Candy, etc.
	12. Scrub Down Walls Daily to Remove Prints, Grease, & Scuff Marks, etc.
	13. Clean Ceilings and Overhead Grilles.
	14. Vacuum and Clean Vinyl Seating: Removing Dust, Gum, Spots, and Spills.
	15. Sanitize Seat Backs, Removing Stains, & Dirt, Etc. With Approved Disinfectant. (Alcohol Swabs or Disinfectant Wipes)
	16. Clean Light Fixtures to Remove Fingerprints and Stains.
	17. Clean Steel on Bottom of Seats to Remove Gum, & Dirt, etc.
	18. Clean Articulation Bellows of Dirt, Stains, & Fingerprints, etc.
	19. Clean and Sanitize all Handrails and Hand Straps.
	20. Clean Stairwells - Scrub Stripes to Remove Dirt.
	21. Clean and Scrub All Entrance Seals.
	22. Clean & Degrease All Interior Entrance Doors and Interior Door Frames. Clean S70 Door Stainless Kick Plates with Stainless Steel Cleaner.
	23. Clean and Scrub Floors, Walls, Detail and Sanitize Driver's Cab.

	24. Clean All Sand Boxes and Refilling Sand Boxes, as Necessary.
SANITIZING	AS Part of or After Cleaning as Outlined Above the Following Areas Shall be Sanitized:
	1. All Doorknobs and Handles.
	2. All Hand & Grab Rails.
	3. All Seat Backs.
	4. All Windowsills.
	5. Remove Vomit with Bio Kits and Dispose of IAW City and State Laws.
	6. Clean-Up Blood Stains with Bio Kits and Dispose of IAW City and State Laws.
MISC.	1. Clean Maintenance Service Bays, Floors, Trash Removed, Equipment, Vacuums, Wet/Dry Vacuums, & Mops, Etc. (See Item 5. Maintain Service Bays)
	2. Service Area to be Inspected Daily by UTA Management.

PAY ELEMENTS AND PERCENTAGES (NIGHTLY CLEANING):

Nightly Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	10%
Sweep and Remove Trash/Mop All Floors	10%
Fill Windshield Washer Fluid/Fill Sand Boxes	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Wipe and Sanitize Vinyl Seating	10%
Clean-Up Spills	10%
Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

MAJOR "DEEP" CLEANING REQUIREMENT: ALL NO EXCEPTIONS:

LOCATION	TASK DESCRIPTION MAJOR "DEEP" CLEANING 1 LRV NIGHTLY
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean Ceiling Surfaces, HVAC Vents, Return Air Grilles, Moldings, and Overhead Compartment Doors.
	2. Clean All Interior Wall Surfaces. Remove All Bicycle Tire Marks from Walls.
	3. Clean Interior Decals.
	4. Clean Operator Compartment Doors & Glass.
	5. Wash All Interior Doors, Check Vandal Shields for Damage and Cleanliness, (If Vandal Shield is Damaged and Requires Replacement - Contact Light Rail Vehicle Maintenance Supervisor). Clean All Glass Surfaces.
	6. Clean Articulation Area Walls, Floor, and Seat Backs.
	7. Clean Around Articulation Floor Access Panels.
	8. Clean & Sanitize Grab Rails, Hand Holds, Stanchions & Metal Seat Surfaces.

	9. Scrub ADA Ramps Upper, Underside, Side Edges and Threshold Surfaces.
	10. Clean all Passenger Windows (If Vandal Shield is Damaged and Requires Replacement – Contact Light Rail Vehicle Maintenance Supervisor).
	11. Vacuum and Clean Seat Frame Surfaces, Between Seats and Walls. Wipe Down Sand Box Area.
	12. Clean and Add Protectants to Baseboards, Moldings, and Corners. Remove Gum, Tar, Stuck Debris, Operator's Area. Polish Seat Posts and Stainless Areas.
	13. Wet/Dry and Mop All Floor Surfaces. ***Do Not Flood Flooring.
SANITIZING	Same as Under "Daily LRV Cleaning Requirement". Note 1 Applies.
AS REQUIRED	1. Sign All Proper Documentation.
	2. Clean Service Area, and Equipment.
	3. Service Area to be Inspected Daily by UTA Management.
	4. Coordinate Exterior Car Wash with Maintenance Supervisor.

NOTE 2: Major Deep Cleaning a LRV is based upon the “Major Cleaning Procedure” and requires a minimum of one (1) full time employee to complete one (1) vehicle daily. Major Cleaning requires signatures, and cleaning task initials upon completed tasks. Cleaning schedule and car assignments will be determined by the responsible Maintenance Manager.

Example Schedule:

JRRSC (5 per week) Mon – Tues – Wed – Thurs – Fri (1 each day 10:00am-16:00pm)

MRSC (3 per week) Sunday – Tuesday – Friday (cars staged by 18:00pm) *8 hours total labor per car

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

1. Check cleaner’s progress at the Rail Service Centers and all service locations.
2. Meet Daily with On-Shift Vehicle Maintenance Supervisor to coordinate specific cleaning needs, vehicle movements and maintenance daily inspections.
3. Contact UTA representatives at the end of every shift each day to communicate specific needs.
4. Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
5. Problems should be resolved in a reasonable amount of time to be determined by UTA.
6. Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain daily records.
7. Attend Rail Vehicle Manager Staff Meetings as requested.

PAY ELEMENTS AND PERCENTAGES (MAJOR DEEP CLEANING):

Daily Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	10%
Sweep and Remove Trash/Mop All Floors	10%
Fill Windshield Washer Fluid/Fill Sand Boxes	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Deep Clean and Sanitize Vinyl Seating and Seat Frames	10%
Clean-Up Spills	10%

Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

MAINTAIN SERVICE BAYS:

Clean maintenance service bays, floors, trash removed, equipment, vacuums, wet/dry vacuums, mops, etc.
(Priced on Daytime Cleaning and Nightly Cleaning Price Schedule).

PAY ELEMENTS AND PERCENTAGES (SERVICE BAY CLEANING):

Daily Cleaning Services	% Value
Sweep and Mop Floors & Platforms	35%
Remove Trash	30%
Equipment Wiped Down	20%
General Areas Clean-Up	15%

*Based on service requirements completed by end of shift. Partially complete is the same as not being done.

OPERATING SCHEDULE: UTA Light Rail Vehicle cleaning schedule, Sunday through Saturday.
Excluding specific Holidays (See Below)

***The numbers listed below are subject to change based on the needs of service. The numbers of vehicles required for service is dictated by UTA's Planning Department.

CURRENT OPERATING SCHEDULE: UTA Light Rail Vehicle cleaning schedule, Sunday through Saturday. Excluding specific Holidays (See Below)

***The numbers listed below are subject to change based on the needs of service. The numbers of vehicles required for service is dictated by UTA's planning department.

Current service levels as of April 01, 2023:

There are currently 58 cars serviced Monday through Thursday: 21:00pm-05:00am at the Jordan River Rail Service Center (39) and Midvale Rail Service Center (19).

There are currently 3 cars serviced Sunday night and 7 cars Monday through Thursday nights: 23:30pm-02:30am at the Daybreak Parkway Station.

There are currently 60 cars serviced Friday: 21:00pm-05:00am at the Jordan River Rail Service Center (40) and Midvale Rail Service Center (20).

There are currently 49 cars serviced on Saturday: 21:00pm-05:00am at the Jordan River Rail Service Center (30) and Midvale Rail Service Center (19).

There are currently 28 cars serviced on Sunday: 23:00pm-05:00am at the Jordan River Rail Service Center (17) and Midvale Rail Service Center (11).

CURRENT HOLIDAY SCHEDULES: (SCHEDULES MAY VARY IF HOLIDAY FALLS ON A WEEKEND OR UTA POLICY CHANGE)

HOLIDAY	SCHEDULE
MARTIN LUTHER KING DAY	Sunday Service
PRESIDENTS DAY	Sunday Service
MEMORIAL DAY	Saturday Service
INDEPENDENCE DAY	Saturday Service
PIONEER DAY	Sunday Service - Added Early Morning Hours
LABOR DAY	Sunday Service
THANKSGIVING DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
BLACK FRIDAY	Saturday Service
CHRISTMAS DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
NEW YEARS EVE	Extended Service* Vehicles Must Be Serviced Before Next Day Scheduled Pull-Out.
NEW YEARS DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
SPECIAL EVENTS	See "Extended Services" Provision

NOTE 3: Holiday Schedules must be discussed, coordinated with authorized documentation with Vehicle Maintenance Management no less than 30 days prior to UTA scheduled Holiday.

*May require extended services which will be negotiated at that time.

STATEMENT OF WORK COMMUTER RAIL

The Contractor shall provide all equipment (cleaning and/or other), labor, materials, cleaning supplies, restroom supplies, paper supplies and transportation necessary to provide cleaning services on the UTA Frontrunner cars as identified in the Statement of Work.

CONSUMABLE SUPPLIES: The contractor shall provide all consumable supplies. Cost of supplies will be included in the cost of the cleaning service. Product samples must be submitted to UTA for approval. Only those products approved by UTA will be used on UTA property. (See also “SAFETY DATA SHEETS (SDS)”).

If any consumables are to be delivered to a UTA site, they shall be verified and signed for by a UTA assigned person.

The contractor will maintain a sufficient stock of consumable supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible vehicle maintenance manager.

PAPER PRODUCTS/LIQUID HAND SOAP/HAND SANITIZER: The Contractor shall provide all paper products (toilet paper, paper towels, and sanitary napkins) and liquid hand soap/hand sanitizer. These items will be ordered through an approved UTA vendor. Bills for these items will be billed directly to UTA as approved under a UTA contract. Product samples must be submitted to the UTA Rail Vehicle Representative for approval.

All deliveries shall be verified and signed for by a UTA assigned person.

If any consumables are to be delivered to a UTA site, they shall be verified and signed for by a UTA assigned person.

The contractor will maintain a sufficient stock of consumables supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible vehicle maintenance manager.

REQUIRED CLEANING EQUIPMENT MATERIALS AND CONSUMABLE SUPPLIES (AS REQUIRED):

ITEM #	DESCRIPTION
001	Brooms, mops & mop heads
002	Scrub brushes
003	Cleaning rags & wipes
004	Buckets, pails, and basins
005	Step stools & ladders
006	Vacuum cleaners, wet vacuum, tank & upright as required
007	Buffers & floor machines as required
008	Window squeegees, tools & cleaners
009	Person protection equipment (PPE) and supplies

REMOVED OR REMOTE LOCATION: If the situation should arise, the contractor may be required to provide service at a location other than the Provo Station, Ogden Station, Warm Springs Yard or Warm Springs Building. This would be primarily for emergency clean-up services.

EXTENDED SERVICE: Periodically additional or extended service may be required to meet the needs of UTA. Such needs may be the result of sports events or other civil functions. The contractor agrees to provide additional service coverage: additional costs will be in line with the agreed to contract pricing.

DAY PORTER SERVICES – FRONTRUNNER:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at the Ogden and Provo stations
- Cleaning to be performed Monday thru Friday 7:00 a.m. – 11:00 p.m. at the Provo Station and 8:00 a.m. – 4:30 p.m. at the Ogden Station (Times subject to change to match current UTA working schedule)
- Coach cleaners may take a short break in between trains. Coach cleaner(s) must always stay on site.
- Coaches need to be cleaned immediately as they arrive without delay. (There will be less than an average of 20 minutes to clean the train).
- Cleaners must not delay train departure. If a train is not thoroughly cleaned by scheduled departure time, deductions to pay may be made (see schedules below). Train pullout time will not be delayed: train will leave as scheduled even if cleaner is still on the train. If cleaner is unable to complete the cleaning in time, they will need to board the train and clean then they will need to get off at the first stop and return to the end of the line.
- Deductions of pay may be made if cleaning is not acceptable to UTA management.
- All consumable supplies including garbage can liners, cleaning supplies etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels and sanitary napkins) and liquid hand soap will be furnished by contractor (see “Paper Products/Liquid Hand Soap/Hand Sanitizer”).
- All cleaning supplies including sanitizer and bio kits will be furnished by the contractor.
- Contractor employees will wear medical gloves. Contractor employees will wear respiratory masks as needed.
- Contractor employees must sign in/out on a time sheet daily.
- The contractor will provide other duties as assigned by UTA personnel as needed.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Check cleaner’s progress at End of Line stations every 3 hours and clear up any problems.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them.

TRAIN HOSTS/STATION HOSTS: Throughout the day the primary point of contact will be a UTA representative at Warm Springs Yard or an Operations Field Supervisor. Contractor personnel will work with and cooperate with the Station Host for immediate needs in the area. However, maintenance and upkeep of the rail cars has priority over activities or needs on the platform.

SITE LOCATIONS:

Ogden Station
2350 S Wall Ave
Ogden, UT 84401

Provo Station
690 S University Ave
Provo, UT 84601

CLEANING REQUIREMENTS (END OF LINE PORTER SERVICE): All tasks are required for each train pull-out.

LOCATION	TASK DESCRIPTION
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RESTROOMS	1. Replace toilet paper, paper towels and soap dispensers (liquid antibacterial soap) as needed
	2. Clean and sanitize all fixtures (toilets, sinks, mirrors, etc.)
	3. Empty and clean waste containers and replace liners as needed. Remove trash from train.
	4. Clean and sanitize all steel fixtures inside bathroom (door handles, railing, all touch points, etc.)
	5. Pick up garbage/trash and remove dirt and grease. Dispose of trash properly.
	6. Clean up and bodily fluids properly and dispose of waste in accordance with local and State requirements.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean spills on floors, carpets and seats as needed.
	2. Sweep and pick up garbage/trash throughout the train.
	3. Clean doorway steps of debris, dirt, mud, ice, ice, etc.
	4. Clean and sanitize all handrails and tabletops.
	5. Clean up any bodily fluids properly and dispose of waste in accordance with local and State requirements.
<u>SANITIZING</u>	After cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles
	2. All handrails
	3. All tables
<u>PLATFORM AREA</u>	1. Sweep platform area to remove trash, cigarette butts, etc. on an as needed basis.
	2. Scrub and remove spills as needed.
	3. Clean up blood, vomit and other bodily fluids in the proper manner and dispose of waste in accordance with local and State requirements
	4. Sanitize benches and passenger contact areas at least once a day and as deemed necessary

PAY ELEMENTS AND PERCENTAGES (Day Porter Services):

Rail Car Cleaning Services	% Value*
Restrooms	20%
Sweep and Remove Trash	15%
Clean doorways/entryways of dirt, mud, snow/ice, ice melt, mop as needed	10%
Clean off seats and tables as needed	15%
Clean up spills	10%
Clean up bio waste as required	10%
Sanitizing	20%
Other Services	
Platform Cleaning	20% for each task not completed
Break Room Cleaning	50/50

***Based on service requirements complete at pull-out. Partially complete is the same as not being done**

OPERATING SCHEDULE: UTA operates the Frontrunner Monday through Saturday excluding specific holidays and some events (see below).

There are currently twenty-eight (28) “pull outs” each weekday from the Ogden Station and twenty-eight (28) “pull outs” each weekday from the Provo Station between the hours of about 5:00 AM and 11:00 PM. Number of pull outs subject to change according to demand.

There are currently twenty (20) “pull outs” each Saturday from the Ogden Station and twenty (20) “pull outs” each weekday from the Provo Station between the hours of about 8:00 AM and 1:00 AM. Number of pull outs subject to change according to demand.

Current Holiday Schedule (Schedules may vary if holiday falls on a weekend or UTA policies change)

Holiday	Schedule
New Year’s Day	No Frontrunner Service
Martin Luther King Day	Saturday Service
Presidents Day	Saturday Service
Memorial Day	Saturday Service
Independence Day	Saturday Service
Pioneer Day	Saturday Service
Labor Day	Saturday Service
Thanksgiving Day	No Frontrunner Service
Christmas Day	No Frontrunner Service
New Year’s Eve	Extended Service*
Special Events	See “Extended Service” provision

***May require extended services which will be negotiated at that time or running on Sundays.**

DAILY CLEANING SERVICES

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at Warm Springs Building, also Ogden and Provo Stations.
- Cleaning to be performed Monday through Friday 9:30 AM – 2:00 PM at Warm Springs for two (2) consists, Monday through Saturday 8:00 PM – 4:30 AM at the Warm Springs, Monday through Thursday 9:00 PM – 7:30 AM at the Ogden and Provo Stations.
- Cleaning consists of cleaning 3 cars per train (consist) including the operators compartments in 1 cab per train. Trains will remain at the Warm Springs until 4:00 AM (See also “Deep Cleaning” schedule in 3. Below).
- Cars may be outside the building located in the Warm Springs Yard or at a remote location outside the Warm Springs Yard. (See bid schedule).
- Cleaners must not delay trains. If a train is not thoroughly cleaned by 4:30 AM deductions to pay may be made per UTA checklist.
- All consumable supplies including garbage can liners, cleaning supplies etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels and sanitary napkins) and liquid hand soap will be furnished by contractor (see “Paper Products/Liquid Hand Soap”).
- All cleaning supplies including sanitizer and bio kits to be furnished by contractor.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees must sign in/out on a time sheet daily.
- Other duties as assigned by UTA personnel as needed.
- Deductions of pay will be made if cleaning is not acceptable to UTA Management.
- Sanitize means to use an approved antibacterial alcohol sanitizer.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Be present Monday through Saturday 8:00 PM – 4:30 AM.
- Attend UTA Rail Vehicle Maintenance Manager staff meetings as requested.
- Contact a UTA representative at the beginning of cleaning to find out specific needs.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise. Make available at least one employee for a 1-hour response call-out.

- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them.

SITE ADDRESS:

Warm Springs
900 North 500 West
Ave
Salt Lake City, UT 84116

Ogden Station
2350 S Wall Ave

Ogden, UT 84401

Provo Station
690 S University

Provo, UT 84601

DAILY CLEANING REQUIREMENTS:

LOCATION	TASK DESCRIPTION
RESTROOMS	1. Restock toilet paper, paper towels and soap in correct dispensers.
	2. Clean and sanitize all fixtures (toilets, sinks, mirrors, etc.)
	3. Clean down walls and interior doors.
	4. Clean waste containers and replace liners.
	5. Clean and sanitize all steel fixtures inside bathroom.
	6. Sweep, scrub, and mop floor daily to remove dirt and grease.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean windowsills, ledges, and outlet plates
	2. Clean and sanitize all table tops and table legs, remove gum, candy, etc.
	3. Clean down walls daily to remove prints, grease, scuff marks, etc.
	4. Clean and sanitize all handrails, seats, and tabletops.
	5. Clean seats and sanitize plastic around seats to remove stains, dirt, etc. with approved disinfectant (alcohol swabs or disinfectant wipes).
	6. Clean and remove trash between seats and wall and around seat arms.
	7. Vacuum all seats to remove dust. Remove gum, spots, and spills.
	8. Clean light fixtures to remove fingerprints and stains.
	9. Clean underneath all seats to remove trash.
	10. Clean heating vents under all seats to remove prints, stains, gum, stickers, etc.
	11. Clean steel on bottom of seats to remove gum, candy, stains, fingerprints, etc.
	12. Clean wall and remove trash from behind wheelchair areas.
	13. Sweep and mop all areas without carpet and clean by hand hard to reach areas.
	14. Clean and sanitize all handrails on stairwells and luggage racks.
	15. Clean stairwells – scrub yellow stripes to remove dirt.
	16. Clean the side of seal that divides carpet and floor on train.
	17. Clean and scrub all entrance seals.
	18. Vacuum all carpeted areas.
	19. Clean all entrance doors and interior/exterior door frames and steps.
	20. Vacuum & clean floors, doors, and walls in walkways between cars.
	21. Clean floors, walls and detail and sanitize drivers cab in cab car.
	22. Clean all windows and partitions with anti-streak cleaner using nonabrasive rage.
SANITIZING	As part of or after cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles
	2. All handrails
	3. All tables
	4. All vinyl seat backs
	5. All window wills
AS REQUIRED	6. Restock all hand sanitizer stations
	1. Remove any stains on carpets or seats
	2. Remove vomit on carpets or seats with bio kits and dispose of IAW with city and State laws.

	3. Clean up blood stains with bio kits and dispose of IAW with city and State laws.
	4. Remove and clean up all graffiti (UTA to provide the cleaner to remove graffiti) from walls, seats, and floors. Inside and outside of car.
	5. Clean janitors storage area and cabinets.
	6. Turn in all lost and found to UTA Supervisor or Employee in Charge.

PAY ELEMENTS AND PERCENTAGES (Daily Cleaning):

DAILY CLEANING SERVICES	% Value
Restrooms	15%
Sweep and Remove Trash	10%
Mop all no-carpeted floors	10%
Vacuum all carpeted areas	10%
Vacuum upholstered seats, wash down vinyl seats	10%
Clean up spills	10%
Clean up bio waste as required	10%
Clean operators' areas in cab car	5%
Sanitize	20%

DEEP CLEANING SERVICES (WARM SPRINGS)

Major deep cleaning requires a minimum of two (2) employees to complete one (1) vehicle daily or nightly. Cleaning schedule and car assignments will be determined by the responsible Maintenance Supervisor or Manager. Typically, the schedule will be Monday through Saturday 6:00 AM – 4:30 PM.

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at Warm Springs Building
- Cleaning consists of deep cleaning 1 consist (currently 3 rail cars but can vary) daily or nightly.
- Cars may be inside the shop, outside the building on track 18, the East yard or at a remote location outside the Warm Springs Yard. (See bid schedule).
- Cleaners must not delay trains. If a train is not thoroughly cleaned deductions to pay may be made per UTA checklist.
- All consumable supplies including garbage can liners, cleaning supplies, etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels, and sanitary napkins) and liquid hand soap will be furnished by contractor (see "Paper Products/Liquid Hand Soap").
- All cleaning supplies including sanitizer and bio kits to be furnished by contractor.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees must sign in/out on time sheet daily.
- Other duties as assigned by UTA personnel as needed.
- Deductions of pay will be made if cleaning is not acceptable to UTA Management.
- Sanitize means to use an approved antibacterial alcohol sanitizer.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

See "Daily Cleaning Services" above.

SITE ADDRESS:

Warm Springs
900 North 500 West
Salt Lake City, UT 84116

DEEP CLEANING REQUIREMENTS:

LOCATION	TASK DESCRIPTION
RESTROOMS	1. Restock toilet paper, paper towels, and soap in correct dispensers.
	2. Scrub and sanitize all fixtures (toilets, sinks, mirrors, etc.
	3. Scrub down walls and interior doors.
	4. Clean and sanitize waste containers and replace liners.
	5. Clean and sanitize all steel fixtures inside bathroom.
	6. Sweep, scrub, and mop floor.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Scrub and sanitize windowsills, ledges, and outlet plates.
	2. Scrub and sanitize all table tops and table legs, remove gum, candy, etc.
	3. Scrub down walls to remove prints, grease, scuff marks, graffiti, etc.
	4. Clean ceilings and overhead grills (remove & clean grills where allowed).
	5. Clean and sanitize all handrails on stairwells and luggage racks.
	6. Scrub and sanitize plastic around seats and wall and around seat arms.
	7. Clean and remove trash between seats and wall and around seat arms.
	8. Vacuum seats to remove dust. Remove gum, spots, and spills.
	9. Shampoo seats with approved shampoo.
	10. Clean light fixtures to remove fingerprints and stains (remove and clean where allowed)
	11. Clean underneath all seats to remove trash.
	12. Clean heating vents under all seats to remove prints, stains, gum, stickers, etc.
	13. Clean steel on bottom of seats to remove gum, candy, stains, fingerprints, etc.
	14. Scrub wall and remove trash from behind wheelchair areas.
	15. Sweep and mop all areas without carpet and clean by hand hard to reach areas. Trash should not be swept onto the ground in the shop.
	16. Clean stairwells – scrub yellow stripes to remove dirt.
	17. Clean the side of seal that divides carpet and floor on train.
	18. Clean and scrub all entrance seals.
	19. Vacuum and shampoo all carpeted areas and clean reflective strips.
	20. Scrub and degrease all entrance doors and interior/exterior door frames and steps.
	21. Vacuum & scrub floors, doors, and walls in walkways between cars.
	22. Clean and scrub floors, walls and detail and sanitize drivers cab in cab car.
	23. Clean all windows and partitions with anti-streak cleaner using nonabrasive rags.
SANITIZING	As part of or after cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles.
	2. All handrails.
	3. All tables.
	4. All vinyl seat backs.
	5. All windowsills.

PAY ELEMENTS AND PERCENTAGES (Deep Cleaning):

Deep Cleaning Services	% Value
Restrooms	15%
Sweep and remove trash	10%
Mop all no-carpeted floors	10%
Vacuum and shampoo all carpeted areas	10%
Vacuum upholstered seats, wash down vinyl seats	10%

Clean up spills	10%
Clean up bio waste as required	10%
Clean operators' areas in cab car	5%
Sanitize	20%

EXHIBIT B

This Contract will not exceed \$4,695,121.41 for three (3) years for all services and efforts as described in the Scope of Work and Contract above with the detailed pricing below. The additional option years shall not exceed \$1,632,406.17 for the first option year and \$1,685,464.39 for the second option year. UTA will pay for these services each month after approval of monthly invoices. An invoice for work completed shall be submitted monthly by the Consultant to the UTA Accounts Payable department.

COST SCHEDULE

TRAX LIGHT RAIL

1. DAY PORTER SERVICES: Pricing and payment will be at an hourly rate for Porter services provided at *Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station, Draper Towne Center Station, Salt Lake Central Station, Medical Center Station, and Airport Station. It is the responsibility of the contractor to average out the costs of the different locations and varying days of the week.

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

Rail Car Cleaning Services	Hours Per Shift AM	Hours Per Shift PM	Dollar Amount (Per Hour)
Daybreak Parkway Station Rail Car Cleaning – Monday through Saturday	3	4	\$ 18.99 Per Hour
West Valley Central Station Rail Car Cleaning – Monday through Saturday	3	4	
Draper Towne Center Station Rail Car Cleaning – Monday through Saturday	3	4	
Central Pointe Station Rail Car Cleaning – Monday through Saturday	2	0	
Medical Center Station Rail Car Cleaning – Monday through Saturday	3	4	
Airport Station Rail Car Cleaning - Monday through Saturday	3	4	
Salt Lake Central Station Rail Car Cleaning – Monday through Saturday	3	4	

*Daybreak Parkway Station Porter Services will be at an hourly rate. Daybreak Parkway Station Night Cleaning Services will be at a per car rate. (See Daybreak Parkway Station Night Cleaning Services).

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number Per Day	Dollar Amount Per Car
Rail Cars Sunday (To include “As Required” items noted above)	3	\$ 16.96 Per Car
Rail Cars Monday – Thursday (To include “As Required” items noted above)	7	
Maintain Service Area (See Pay Element 5) Sunday – Thursday Night	Nightly – (Daybreak Platform – Tail Track)	\$12.03

*See below for daily/monthly estimates.

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Daybreak Parkway Station. The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only. Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Sunday Daybreak LRV night cleaning: 3 cars x 1 = 3 x 52 weeks annually = 156 vehicles annually divided by 12 months = 13 Monthly.

Monday through Thursday Daybreak LRV night cleaning: 7 cars x 4 = 28 x 52 weeks annually = 1456 vehicles annually divided by 12 months = 121 Monthly.

**NIGHTLY CLEANING SERVICES ((JORDAN RIVER RAIL SERVICE CENTER (JRRSC) and MIDVALE
RAIL SERVICE CENTER (MRSC))**

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include “As Required” items noted above).	39	19	\$21.69 Per Car
Rail Cars Friday (To include “As Required” items noted above).	40	20	
Rail Cars Saturday (To include “As Required” items noted above).	30	19	
Rail Cars Sunday (To include “As Required” items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.03 Per Area

FIRST OPTION YEAR (July 1, 2026 – June 30, 2027):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include “As Required” items noted above).	39	19	\$23.18 Per Car

Rail Cars Friday (To include "As Required" items noted above).	40	20	
Rail Cars Saturday (To include "As Required" items noted above).	30	19	
Rail Cars Sunday (To include "As Required" items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.51 Per Area

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include "As Required" items noted above).	39	19	\$24.11 Per Car
Rail Cars Friday (To include "As Required" items noted above).	40	20	
Rail Cars Saturday (To include "As Required" items noted above).	30	19	
Rail Cars Sunday (To include "As Required" items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$13.01 Per Area

*See below for nightly/monthly estimates.

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Jordan River Rail Service Center (JRRSC) and the Midvale Rail Service Center (MRSC). The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only. Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Monday through Thursday LRV night cleaning: 58 cars x 4 = 232 x 52 weeks annually = 12,064 vehicles annually divided by 12 months = **1,005** Monthly.

Friday night cleaning: 60 cars x 52 weeks annually = 3,120 vehicles divided by 12 months = **260** Monthly

Saturday night cleaning: 49 cars x 52 weeks annually = 2,548 vehicles divided by 12 months = **212** Monthly

Sunday night cleaning: 28 cars x 52 weeks annually = 1,456 vehicles divided by 12 months = **121** Monthly

Estimated Total Cars per Month: 1005 + 260 + 212 + 121 = **1,598** monthly

MAJOR DEEP CLEANING SERVICES ((JORDAN RIVER RAIL SERVICE CENTER (JRRSC) and MIDVALE RAIL SERVICE CENTER (MRSC))

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$178.87 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.03 Per Area

FIRST OPTION YEAR (July 1, 2026 – June 30, 2027):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$186.25 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.51 Per Area

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$193.70 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$13.01 Per Area

*See below for daily/monthly estimates:

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Jordan River Rail Service Center (JRRSC) and Midvale Rail Service Center (MRSC). The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only.

Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Daily Major Cleaning: 416 cars annually divided by 12 months = **34 cars** monthly

An Annual Special Service (Spring deep clean) may be required depending on the condition of LRV's in the Spring. Additional services required in addition to a "Deep Clean" will be addressed per LRV as needed.

COST SCHEDULE COMMUTER RAIL

Other services stated on the cost schedule are provided strictly on an as-needed basis and can only be requested from a UTA project manager.

FRONTRUNNER

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$47.03
Drivers' area in Cab Car Compartment	6	\$4.77
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.62

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$248.14
Drivers' area in Cab Car Compartment	1	\$23.85
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.62

3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.26
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.03
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$39.46

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$47.03
Operator's Compartment in Cab Car	4	\$4.77
Area Cleanup	Daily	\$12.03

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.26
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.03
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$39.46

6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$47.03
Operator's Compartment in Cab Car	2	4.77
Area Cleanup	Daily	\$12.03

FIRST OPTION YEAR (July 1, 2026 – June 30,

2027): Pricing and payment will be per train car

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$48.91
Drivers' area in Cab Car Compartment	6	\$4.96
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.64

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$258.07
Drivers' area in Cab Car Compartment	1	\$24.80

Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.64
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3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.43
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.55
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$41.03

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$48.91
Operator's Compartment in Cab Car	4	\$4.96
Area Cleanup	Daily	\$12.51

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.43
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.51

Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$41.04
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6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$48.91
Operator's Compartment in Cab Car	2	\$4.96
Area Cleanup	Daily	\$12.51

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$50.87
Drivers' area in Cab Car Compartment	6	\$5.15
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.66

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$268.39
Drivers' area in Cab Car Compartment	1	\$25.79

Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.66
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3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.60
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$13.05
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$42.67

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$50.87
Operator's Compartment in Cab Car	4	\$5.16
Area Cleanup	Daily	\$13.01

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.60
Other Services	Frequency	Amount Per Day

Platform Cleaning – Monday through Saturday	Daily – As Required	\$13.01
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$42.68

6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$50.87
Operator's Compartment in Cab Car	2	\$5.16
Area Cleanup	Daily	\$13.01



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Dave Hancock, Director Capital Development
Andrea Pullos, Project Manager

TITLE:

Contract: MidValley Connector Lease Agreement (West Valley City)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize lease agreement with West Valley City

BACKGROUND:

UTA is in the process of preparing to construct the MidValley Connector Bus Rapid Transit (BRT) project (UTA Project MSP253). As part of the project, UTA is working with local jurisdictions to collect right-of-way and access to local roadways for the busway. This creates the need for a lease agreement with the local jurisdiction. The busway for the MidValley Connector BRT project will be utilizing West Valley City roads and will expand the bus hub.

DISCUSSION:

The lease agreement with West Valley City and UTA contains the following:

- West Valley leases to UTA portions of their street for stations
 - No lease value assigned to street for FTA reporting
 - West Valley leases to UTA property for the West Valley Hub
 - **Lease valued at \$510K for FTA reporting; no actual funds exchanged**
 - Installation of 8' post and panel wall along 2700 West with the Project installing the wall and West Valley purchasing the right of way needed for the construction
 - Install transformer on the leased property to accommodate a high-speed bus charger. Excess capacity of transformer will be 1000 kW available to City for vehicle charging stations at City Hall.
-

- UTA responsible for maintenance of UTA facilities and stations including snow removal from BRT hub area.
 - West Valley responsible for all street maintenance and improvements
-

CONTRACT SUMMARY:

Contractor Name:	West Valley City
Contract Number:	23-P00279
Base Contract Effective Dates:	September 13, 2023
Extended Contract Dates:	September 13, 2073
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$0.00; FTA reporting value \$510,000
Procurement Method:	NA
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

None

FISCAL IMPACT:

This agreement will create additional land assets (right-to-use) for UTA for the West Valley Station and six additional stations on 2700 West. Donated property is received by UTA at its appraised value at time of donation.

This agreement will also lease out one electrical transformer to be constructed on the Project to West Valley City. The value of this asset has yet to be determined.

This agreement identifies the right to build a wall on West Valley City's property line on 2700 West, but no land asset has been valued at this time, and due to nature of property line, land under the future fences will not be able to be valued.

ATTACHMENTS:

- 1) West Valley City Lease Agreement

PUBLIC WAY LEASE AGREEMENT

This Public Way Lease Agreement (the “Agreement”) is entered into as of 13th day of June, 2023 (the “Execution Date”), by and between the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter “UTA”), the MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, a Utah political subdivision, and WEST VALLEY CITY CORPORATION, a Utah municipality and political subdivision (hereinafter and collectively “West Valley City”).

RECITALS

WHEREAS, West Valley City owns and has jurisdiction over a network of streets within its municipal boundaries;

WHEREAS, UTA is engaged in a project (“Project”) to design, construct, and operate the Midvalley Bus Rapid Transit that will follow a route through West Valley City (the “BRT”), and which will serve the residents of West Valley City;

WHEREAS, West Valley City signed a Memorandum of agreement outlining the city’s understanding of and commitment to the BRT design and construction;

WHEREAS, the Parties desire to enter into this Agreement to (i) provide UTA with the right to construct and operate the BRT in West Valley City, and (ii) to define the Parties’ roles and responsibilities with respect to the design and construction of the Project, and with respect to the operation and maintenance of the completed BRT.

AGREEMENT

NOW THEREFORE, based on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 “BRT Stations” means the designated stops along the BRT, also known as platforms, which may appear on the side of the road). The BRT Stations do not include the underlying real property.

1.2 “BRT Roadway Areas” means street improvements installed solely and exclusively for the use of the BRT System, such as concrete bus pads, but do not include the underlying real property.

1.3 “West Valley City Streets” means those public streets within West Valley City’s municipal boundaries that are not designated as State highways under Utah Code Ann. Title 72, Chapter 4.

1.4 “West Valley City Street Improvements” means the land, roadway materials, curb, gutter, sidewalks and other improvements to be acquired, installed, constructed, reconstructed, or relocated on West Valley City Streets as part of the Project, and which are not considered UTA facilities. The West

Valley City Street Improvements include relocated sidewalks, widened roadways, and traffic control devices not found on UDOT highways.

1.5 “Party” and “Parties” means UTA or West Valley City, and UTA and West Valley City, respectively.

1.6 “UTA Facilities” means: the BRT Stations and appurtenant improvements such as canopies, benches, and ticket vending machines; the BRT Roadway Areas; communications infrastructure serving the BRT Stations; and all traffic signal infrastructure or equipment dedicated to the BRT System, such as dedicated signal heads or signal lights and control devices or other equipment within signal cabinets (BRT Signal Equipment).

ARTICLE II ALIGNMENT AND LEASE OF WEST VALLEY CITY STREETS

2.1 The BRT alignment is depicted on “Exhibit A” and “Exhibit A-2” (“Exhibit A and A-2” are attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.2 West Valley City leases to UTA the following portions of West Valley City Streets (collectively referred to as the “Leased Premises”) for the use of UTA Facilities as depicted in the maps attached as Exhibit “A.”

2.2.1 Such subsurface areas of West Valley City Streets along the BRT alignment as are necessary for UTA to install communications infrastructure such as duct banks, conduit, and fiber as necessary for the efficient operation of the BRT, but not to include such subsurface areas that are already occupied by existing or currently planned utilities or other subsurface areas where the location of BRT communications infrastructure would have an unreasonable negative impact on existing or currently planned utilities.

2.3 The general descriptions of the areas leased to UTA for UTA Facilities provided above are based on the final design drawings (also referred to hereafter as the “FDD” and attached hereto as Exhibit D) contained in the civil drawings for the Project, in Parties’ possession. The final, precise locations and boundaries of the areas leased to UTA for UTA Facilities are set forth in the FDD. The Project shall be constructed by UTA in accordance with the FDD.

2.4 As of the Execution Date of this Agreement, some of the area leased to UTA for UTA Facilities, as described above, may not be owned by West Valley City. UTA shall, as part of the Project, acquire those areas through voluntary transactions, or, if necessary, request that the Utah Department of Transportation (hereafter “UDOT”) acquire those areas through the use of eminent domain, as provided in Utah Code Ann. § 17B-2a-820. Following the completion of the Project, UTA will convey and dedicate those areas to West Valley City, in a manner to be determined by West Valley City. Upon such conveyance or dedication to West Valley City, the leases described above will take effect as to those areas, subject to Section 3.1.

2.5 The appraised value of the lease described above is valued at \$510,000 (inclusive of rights-of-way to be purchased by UTA from private property owners and transferred to West Valley City for inclusion under this Agreement). West Valley City is donating the rights set forth in this Agreement to UTA at no cost, as an in-kind contribution to the Project.

2.6 West Valley City shall own the West Valley City Street Improvements, and will have no ownership interest in the UTA Facilities.

2.7 Notwithstanding the use of the term “lease” in this Agreement, the Parties do not intend that UTA be deemed a “tenant” pursuant to Utah Code Ann. § 78B-6-801 *et seq.* Rather, the Parties intend that the Parties’ rights and remedies under this Agreement be determined solely by the express terms of this Agreement.

2.8 UTA shall design and construct the 8’ tall post and panel privacy/retaining wall along 2700 West as shown in Exhibit C, with associated costs shared between the parties as described below. Wall pattern and color to be determined and approved by West Valley City. Wall to be constructed per Midvalley Connector (Project #MSP253) project special provisions 02860S and 02861M. UTA shall be responsible for identifying right-of-way, easement, and utility relocation needs necessary to accommodate the wall. The City shall be responsible for acquisition of necessary right-of-way, easements, and relocation of utilities necessary to accommodate said wall. Actual costs for transfer between West Valley City and the Project will be determined once West Valley City has acquired the ROW and easements necessary for wall construction. Distribution of wall costs between West Valley City and the Project will be:

As depicted in Exhibit C, on 2700 West bordering residences of	Costs Project is responsible for	Costs West Valley City is responsible for
4078 S Dublin Cir 4080 S Dublin Cir	ROW and Easement Identification Utility Relocation Identification Construction Design Costs Construction Management Items not estimated (up to \$8000) Contingency (Up to \$4000)	ROW and Easement Acquisition ROW and Easement Document Preparation Utility Relocation
4084 S Dublin Cir 4072 S Dublin Cir 4068 S Dublin Cir 4058 S 2665 W 4050 S 2665 W 2679 W Westshire Dr	ROW and Easement Identification Utility Relocation Identification Design Costs Construction Management	ROW and Easement Acquisition ROW and Easement Document Preparation Utility Relocation Construction Items not estimated (up to \$26,500) Contingency (up to \$15,000)

2.9 The Project shall install a transformer on the leased property as set forth in the FDD to accommodate a high speed bus charger. UTA shall permit the City to use the excess capacity of said transformer to install vehicle charging stations at City Hall. Excess capacity available for the City is 1000 kW. UTA shall not be responsible for the cost of installing or connecting said vehicle charging stations.

ARTICLE III TERM

3.1 This Agreement is executed with the anticipation UTA will be awarded a Capital Improvement grant from the Federal Transit Administration (FTA), in an amount sufficient, together with local funding, to complete the Project. This Agreement is expressly conditioned on UTA executing a Capital Improvement Grant Agreement with FTA. If UTA and FTA do not execute a Capital Improvement Grant Agreement, this Agreement shall be of no further force or effect. The FTA shall retain a federal interest in the improvements made to UTA Facilities using federal funds, for which improvements UTA shall maintain continuing control during the term of this Agreement and any renewals thereof.

3.2 The rights set forth above are for an initial term of fifty (50) years from Execution Date of this Agreement, and will automatically renew for an additional term of twenty five (25) years unless either Party provides notice at least one hundred and eighty (180) days prior to the expiration of the initial term that it does not intend to renew the Agreement.

3.2.1 Notwithstanding section 3.1, West Valley City may terminate this Agreement prior to the expiration of the initial term if (i) UTA permanently terminates or abandons transit service on the Lease Premises, (ii) UTA does not provide transit service on the Leased Premises for a period of one (1) year, except when due to a force majeure event and any time necessary to reconstruct UTA Facilities, or (iii) UTA commits a material, continuing breach of this Agreement that subjects West Valley City to irreparable harm for which monetary damage are inadequate compensation.

3.2.2 Prior to terminating the Agreement for one of the reasons stated in section 3.3.1, West Valley City shall provide UTA with written notice of its intent to terminate and its basis for doing so. If UTA does not recommence transit service or cure the breach, as applicable, within six (6) months from the date of West Valley City's notice, the right granted in the Agreement will terminate and UTA shall, upon West Valley City's request and at UTA's sole cost, remove all UTA Facilities within six (6) months of said termination.

ARTICLE IV OPERATION AND MAINTENANCE

4.1 UTA shall operate the BRT and provide regular service to the general public in accordance with applicable Federal and State law.

4.1.1 In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and system vehicle traffic, and the resulting need for crowd control and attention to surroundings, the Parties intend that no part of the BRT Stations or BRT Roadway Areas will be considered public forums.

4.1.2 Without the prior written approval of West Valley City, no commercial advertising shall be allowed on the BRT Station or other UTA Facilities except that advertising for the BRT itself shall be allowed to the extent it conforms to the West Valley City code, subject to UTA approval of any advertising thereupon.

4.1.3 As part of the Project, traffic signal systems along the BRT alignment will be programmed to give priority to BRT vehicles (except that the highest priority will always be given to emergency vehicles) where the Parties deem appropriate, with the intent of striking an appropriate balance between BRT efficiency and other local and regional traffic needs. The initial signal timing will be determined by the Parties as part of the design process. Once the BRT is operational, upon the request of one Party, the Parties shall meet to assess system performance and discuss potential adjustments to the traffic signal priority system. The Parties agree to work together to attempt to implement a solution that meets each Party's needs to the greatest extent possible and to take advantage of technologies to improve system performance for both the BRT and general traffic. The Parties acknowledge that ideally, BRT buses need to be able to jump traffic queues in order to re-enter mixed traffic and that the BRT needs to operate with regular, predictable headways. However, the parties further acknowledge that UDOT (working in coordination with West

Valley City) reserves the right, in its sole discretion, to adjust signal timing to address competing needs and UDOT shall at times retain ultimate control of timing and signalization priority on State highways.

4.2 UTA shall be responsible for all routine maintenance and long-term maintenance of the UTA Facilities and BRT Stations, except for routine maintenance of, and snow removal from, the BRT Roadway Areas.

4.2.1 West Valley City shall be responsible for all routine and long-term maintenance of the West Valley City Street Improvements.

4.2.2 Long term maintenance of West Valley City Streets includes surface treatment such as slurry sealing, micro-surfacing, asphalt mill and overlay, as well as more comprehensive pavement replacement. Any such maintenance within the BRT System will be coordinated between the Parties to minimize disruption to the BRT and other traffic.

4.2.4 To coordinate maintenance responsibilities, the Parties shall exchange routine and emergency contact information and keep such information current marked "Exhibit "B", which exhibit is intended by the Parties to be a living document updated at least on a quarterly basis. ("Exhibit B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

4.3 UTA acknowledges the existence of public and private utility facilities under the BRT Stations. West Valley City reserves the right to enter the BRT Stations, and authorize other utility owners to do the same, as and when reasonably necessary to inspect, maintain, repair, or replace facilities located on, under, or adjacent to the BRT Stations. To the extent reasonably possible, West Valley City shall coordinate such work with UTA in advance, in order to ensure safety and to minimize disruption of BRT operations. Following completion of the BRT, UTA will not disapprove of West Valley City's request to make minor realignments of the BRT Lanes if West Valley City pays for the realignment and the realignment of the lane does not have significant impact to the BRT route or operation.

4.3.1 West Valley City may grant additional franchises and permits in the future for utility facilities under or over BRT Stations, so long as such facilities do not unreasonably interfere with operations of the BRT. West Valley City shall notify UTA of (i) any requests for new permits under or over the BRT Stations, and (ii) any applications for street cut permits within the BRT stations. UTA shall have two (2) weeks to review and object to such requests or applications prior to work commencing. The Parties shall cooperate to minimize disruption to BRT service caused by the granting of any new permits for new utility facilities.

4.4 UTA will select and engage a qualified firm to construct the BRT System.

4.4.1 UTA and the construction firm shall obtain a right of way permit from West Valley City for the work performed in West Valley City Streets. West Valley City shall, as an in-kind contribution to the project, waive all fees typically charged for right of way permits and inspections within the right of way.

4.4.2 All construction within West Valley City Streets together with construction on State Highways in areas located behind the back of curb shall comply with West Valley City's currently adopted engineering standards.

4.4.3 Throughout the construction process, West Valley City will have continuous access to the project site to monitor project construction and to ensure the construction meets applicable city specifications and is performed in accordance with the final design documents.

ARTICLE V INDEMNITY

5.1 UTA shall use the Leased Premises at its own risk and agrees to indemnify, defend, and hold harmless West Valley City and West Valley City's officers, officials, employees, and representatives for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action and costs (including court costs and attorneys' fees,), of any nature, kind or description ("Losses") resulting from: (a) negligence or fault on the part of UTA or any employees, officials, agents or contractors of UTA related to the design, construction, maintenance or other work performed by or on behalf of UTA on the BRT within the Leased Premises; and (b) negligence or fault on the part of UTA or any employees, officials, agents, or contractors of UTA in the use or operation of the BRT within the Leased Premises, or (c) UTA's breach of any provision of this Agreement. In the event any Losses are caused by the joint or concurrent negligence of UTA and West Valley City, UTA shall indemnify West Valley City only in proportion to UTA's own negligence and/or fault. Likewise, West Valley City agrees to indemnify, defend, and hold harmless UTA and UTA's officers, officials, employees, and representatives for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action and costs (including court costs and attorneys' fees,), of any nature, kind or description ("Losses") resulting from negligence or fault on the part of West Valley City or any employees, officials, agents related to its involvement with the Project. In the event any Losses are caused by the joint or concurrent negligence of UTA and West Valley City, West Valley City shall indemnify UTA only in proportion to West Valley City's own negligence.

5.2 Governmental Immunity: UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.* 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, (i) the obligations to indemnify, defend and/or hold harmless in this Agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and (ii) nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

ARTICLE VI ENTIRE AGREEMENT – COUNTERPARTS

This Agreement 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. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement 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 this

Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original. To facilitate execution of this Agreement, the parties may execute and exchange and sign this agreement through electronic or digital signatures, electronic mail or mailed counterparts of the signature pages, which shall be valid, binding and admissible as though original.

This Agreement is binding upon all of the assigns, grantees and successors in interested to each of the Parties, and shall remain in full force and effect until amended as provided herein.

ARTICLE VII FORUM SELECTION AND CHOICE OF LAW

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Weber County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

ARTICLE VIII NONWAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

ARTICLE IX SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

[Section Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

APPROVED AS TO FORM:

DocuSigned by:

Tim Merrill

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Timothy G. Merrill

Assistant Attorney General

UTAH TRANSIT AUTHORITY

By: _____

Jay Fox

Executive Director

By: _____

Mary DeLoretto

Chief Capital Services Officer

By: _____

ATTEST AND COUNTERSIGN:

Nirbhale Comar

City Recorder



APPROVED AS TO FORM

Brandon Hill

Attorney

WEST VALLEY CITY

By: *Karen Lang*

Karen Lang

Mayor

**MUNICIPAL BUILDING AUTHORITY
OF WEST VALLEY CITY**

By: *William Whetstone*

William Whetstone

Chair/President

ATTEST AND COUNTERSIGN:

Nirbhale Comar

Secretary



EXHIBIT A-2 BRT ALIGNMENT

WEST VALLEY CITY

MIDVALLEY CONNECTOR BRT
DEDICATED BRT ROW FIGURE 1
WEST VALLEY CITY - 2700 WEST
6/16/2022

2700 WEST



2700 WEST



2700 WEST



2700 WEST
TOTAL DEDICATED BRT AREA = 3,396 SF
NO PROPERTIES WITH FEDERAL INTERESTS
ARE INCLUDED.

EXHIBIT B

EMERGENCY CONTACTS

WEST VALLEY CITY

West Valley City Public Works Director
Daniel Johnson
801-963-3228
daniel.johnson@wvc-ut.gov

West Valley City Engineer
Coby Wilson
801 963 3204
Coby.wilson@wvc-ut.gov

UTA

MAINTENANCE OF Facilities
Guy Miner
(801) 448-2696
gminer@rideuta.com

BUS OPERATIONS
Robert Brothersen, Bus Stop Administrator
(801) 287-2325
RBrothersen@rideuta.com

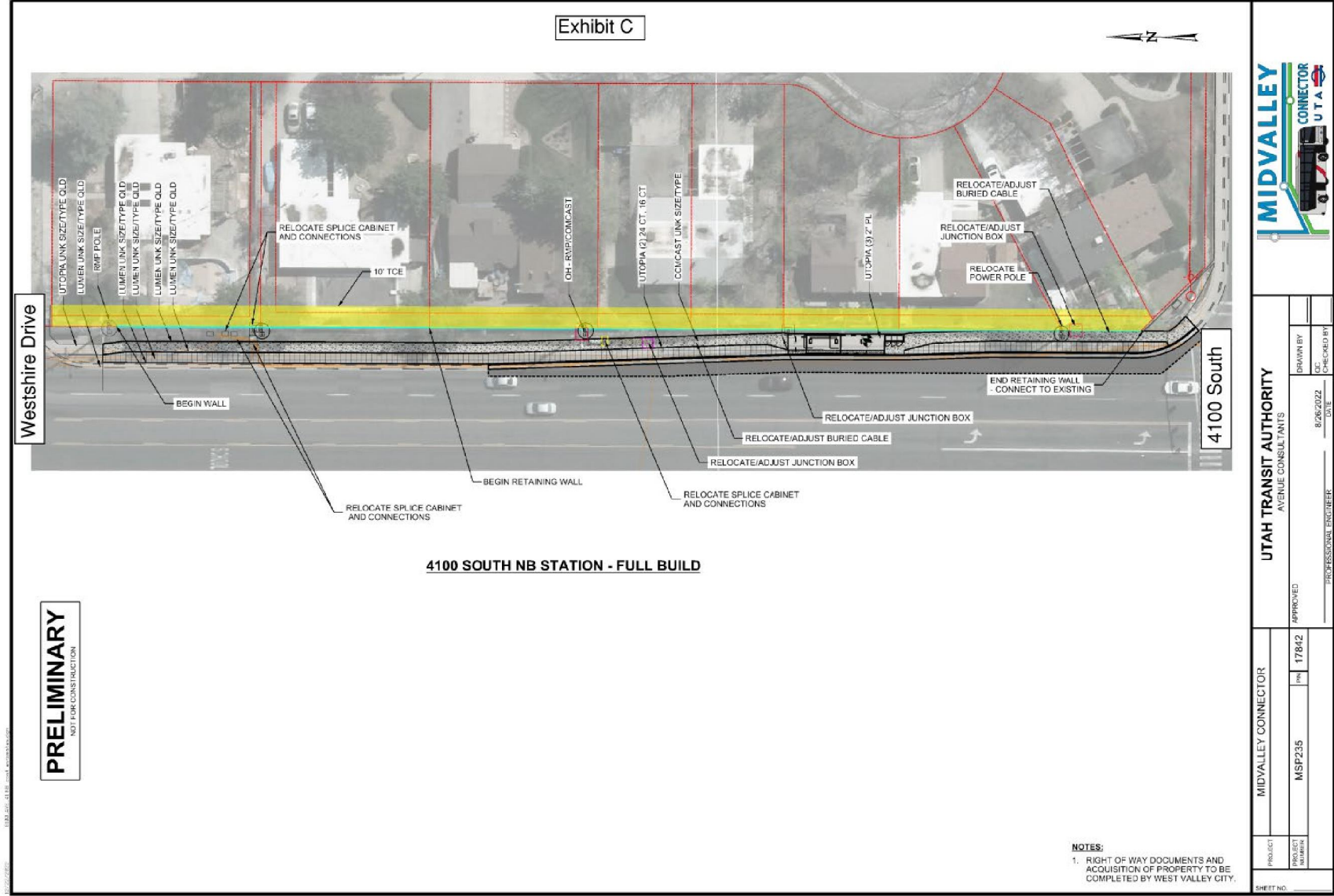


EXHIBIT D
FINAL DESIGN DRAWINGS



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-097 - Redwood Road Grade Crossing (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-097 to the on-call maintenance contract with Stacy and Witbeck, and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$279,450 Inc. for state of good repair work on the West Valley TRAX Line.

BACKGROUND:

In October 2020, 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 contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years and will be coming up for re-procurement in 2024.

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 #23-097 with Stacy and Witbeck, Inc. to complete one grade crossing replacement project in the amount of \$279,450. The scope of this request includes full replacement of the at-grade crossing at the Redwood Road crossing on the West Valley Line with 274 TF of embedded track. 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 effect 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-97
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$29,372,835
Amendment Amount:	\$279,450
New/Total Contract Value:	\$29,652,285
Procurement Method:	RFP best value modification
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Due to the complexity of rail replacement work, starting a new procurement would delay the project 18 months due to the selection process and ordering materials. If the at-grade crossing at Redwood Rd. is not replaced, the rail will continue to deteriorate and cause service interruptions. If delayed long enough, the rail would be out of a state of good repair and could become a severe safety issue. Due to the lead time of the materials needed for replacement, an unplanned replacement could impact service for over a year. The location of the at-grade crossing at Redwood Rd. is on the West Valley Line and would significantly delay service if not replaced. This is a key strategic alignment area for our operation team.

FISCAL IMPACT:

Funds for this project are included in the 2023-2027 Capital Plan

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO23-097 - TO23-097 Redwood Road Grade Crossing

Status	Draft	Assignees	Jacob Wouden
Created Date	Aug 8, 2023	Issued Date	
		Location	23-097 Redwood Road Grade Crossing

TASK ORDER IDENTIFICATION

TASK ORDER NO#	TO23-097	TASK ORDER NAME	Redwood Road Grade Crossing
Contract No	20-03349	Account Code	20-7393.63000.1002
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

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 scope of work for this Task Order is hereby attached and incorporated into this Task Order

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/23	The Final Acceptance Date for this Task is	12/31/23
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3.0 LUMP SUM PRICE

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 \$279,450

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	Race Neutral
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IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures
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: 
DocuSigned by: 70E33A415BA44F6...

Signature (Procurement) By: _____

Signature (Project Manager) By: _____
Name: _____
Title: _____

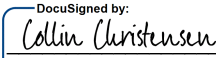
Signature (Director) By: _____
Name: _____
Title: _____
Date: _____

Signature (Chief Service Development Officer) Date: _____
By: _____
Mary DeLoretto, Chief Service Development Officer
Date: _____

Signature (Executive Director) By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor) By: 
DocuSigned by: ACA3AB62608B4E2...
Date: 8/10/2023

Stacy and Witbeck

August 3, 2023

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 Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-623 - Redwood Road Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at the Redwood Road crossing on the West Valley Line with 274 TF of embedded track. 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.
- Project is for removal of existing tracks and embedded track construction only.

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 \$32,476.00 – 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 \$2,804.00 – 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 \$5,157.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$8,736.00 – 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 \$8,683.00 – 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 6000 – Construction Survey and Layout – 1 LS – Total \$4,486.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Redwood Road Embedded Grade Crossing – 274 TF – Total \$189,060

– This bid item includes the following items.

- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for the existing concrete track panels and curb.
- 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 20 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 274 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.
- Item 7090 – Ballasted Track Construction - Includes a total of 40 TF of ballasted track construction split up on the ends of the embedded tracks. Includes installation of UTA provided 10' concrete transition ties.

Bid Item 8000 – Rail Salvage Credit – 10.5 TN – (\$160/TN) – Total (\$1,680.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 10000 – Mobilization – 1 LS – Total \$6,867.00 – 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 \$19,496.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$279,450.00**.

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)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-117 - Bingham Junction Embedded Grade Crossing (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-117 to the on-call maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$340,779 for the removal and replacement of the at-grade crossing at Bingham Junction on the Mid-Jordan Line.

BACKGROUND:

In October 2020, 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 contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years and will be coming up for re-procurement in 2024.

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 #23-117 with Stacy and Witbeck, Inc. to remove and replace the at-grade crossing at Bingham Junction on the Mid-Jordan Line in Midvale with 232 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.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-117
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$29,727,214
Amendment Amount:	\$340,779
New/Total Contract Value:	\$30,067,993
Procurement Method:	RFP best value modification
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Due to the complexity of rail replacement work, starting a new procurement would delay the project 18 months due to the selection process and ordering of materials. If the at-grade crossing at Bingham Junction on the Mid-Jordan Line in Midvale are not replaced, the rail will continue to deteriorate and cause service interruptions. If delayed long enough, the rail would be out of a state of good repair and could become a severe safety issue. Due to the lead time of the materials needed for replacement, an unplanned replacement could impact service for over a year. The location of the at-grade crossing at Bingham Junction on the Mid-Jordan Line in Midvale would significantly delay service if not replaced. This is a key strategic alignment area for our operation team.

FISCAL IMPACT:

This budget is included in the 2023-2027 Capital Program

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO23-117 - TO23-117 Task Order: Bingham Junction Embedded Grade Crossing

Status	Draft	Assignees	Jacob Wouden
Created Date	Aug 21, 2023	Issued Date	
		Location	23-117 Bingham Junction Embedded Grade Crossing
Attachments			

TASK ORDER IDENTIFICATION

TASK ORDER NO#	TO23-117	TASK ORDER NAME	Bingham Junction Embedded Grade Crossing
Contract No	20-03349	Account Code	20-7393.63000.1002
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/21

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 scope of work for this Task Order is hereby attached and incorporated into this Task Order [23-628 - Bingham Junction Embedded Grade Crossing - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/23	The Final Acceptance Date for this Task is	12/31/23
--	----------	--	----------

3.0 LUMP SUM PRICE

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 \$340,779.00

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the	Yes	If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged	Race Neutral
---	-----	---	--------------

Federal Clauses
appended as
Exhibit D to the
Contract?

Business
Enterprises (DBE)
participation goal
for this Task Order
of

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS
APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required
Signatures

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...

Signature
(Procurement)

By: _____

Signature (Project
Manager)

By: _____

Name: _____

Title: _____

Date: _____

Signature (Director)

By: _____

Name: _____

Title: _____

Date: _____

Signature (Chief
Service
Development
Officer)

By: _____

Mary DeLoretto, Chief Service Development Officer

Date: _____

Signature
(Executive Director)

By: _____

Jay Fox, Executive Director

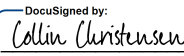
Date: _____

COMPANY:

COMPANY:

Stacy and Witbeck, Inc.

Signature
(Contractor)

By: 
ACA3AB62608B4E2
Date: 8/22/2023

Stacy and Witbeck

August 9, 2023

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 Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 23-628 - Bingham Junction Embedded Grade Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Bingham Junction on the Mid-Jordan Line in Midvale with 232 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 \$14,682.00 – 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 \$2,238.00 – 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 \$3,521.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,613.00 – 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 \$9,041.00 – 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 \$3,395.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on Bingham Junction and surrounding routes. Includes all traffic control devices, signage, and flaggers.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,475.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Bingham Junction Embedded Crossing – 232 TF - Total \$269,584.00 – 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 AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 361 SY of AC paving between the tracks and to tie into the existing roadway on the north and south 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

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

- Item 7080 – Embedded Track Construction - Includes construction of 232 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.

Bid Item 8000 – Rail Salvage Credit – 9 TN – (\$160/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 \$6,895.00 – 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 \$23,775.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$340,779.00**

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)

08/09/2023
23-628
*** Collin Christensen, CC

14:17
Bingham Junction 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	14,682.00	14,682.00
1100	Permits & Regulatory Approvals	1.000	LS	2,238.00	2,238.00
2000	Safety Program & Administration	1.000	LS	3,521.00	3,521.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,613.00	4,613.00
3000	QC Program & Testing	1.000	LS	9,041.00	9,041.00
5000	Traffic & Pedestrian Control	1.000	LS	3,395.00	3,395.00
6000	Construction Survey/Layout	1.000	LS	4,475.00	4,475.00
7000	Bingham Junction Embedded Crossing	232.000	TF	1,162.00	269,584.00
8000	Rail Salvage Credit	9.000	TN	-160.00	-1,440.00
10000	Mobilization	1.000	LS	6,895.00	6,895.00
Subtotal					\$317,004.00
100000	Fee (7.5%)	1.000	LS	23,775.00	23,775.00
Bid Total =====>					\$340,779.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager III

TITLE:

Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 41 - Winter Paving Conditions (Big-D Construction)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve change order #41 and authorize the Executive Director to execute the change order and associated disbursements in the amount of \$453,980 with Big-D Construction for reimbursement of cold weather protection for the paving activity at the Depot District. .

BACKGROUND:

The phase 1 contract with Big D Construction to build the Depot District Clean Fuels Technology Center was executed in August of 2018, and a change order for phase 2 was approved by the Board of Trustees on June 19, 2019. In December 2022, Big-D construction approached UTA regarding the paving at Depot District. The paving schedule had been pushed due to some regrading that needed to occur over the summer to avoid reordering steel for the bus canopies. The regrading preserved the overall project schedule, but since the paving had originally been scheduled for summer, they had not included cold weather protection for the paving activity in their bid. This included ground heaters, blankets, snow removal, and concrete additives. The contractor's initial estimate was for \$300,000. A Direction or Authorization to Proceed (DAP) was discussed with the board on December 21, 2022.

The additional weather-related costs preserved the overall project schedule and avoided remobilization costs and additional general conditions costs to return in the spring for the paving. It also enabled on time operation of the bus chargers for the scheduled arrival of new battery electric buses.

The change order reflects the actual costs incurred by Big D for the items listed above, which was higher than originally estimated. Big-D's original estimate of \$300,000 was exceeded due to one of the worst cold-weather

winters in decades.

DISCUSSION:

This change order will reimburse Big-D for actual costs to provide ground heaters, blankets, snow removal and concrete additives to pave the project and open the new facility on time.

Big-D Construction is waiving overhead costs in the amount of \$36,227.64 for this change order.

CONTRACT SUMMARY:

Contractor Name:	Big-D Construction
Contract Number:	18-2741TP-41
Base Contract Effective Dates:	August 24, 2018 (Phase 1 Contract) June 24, 2019 (Phase 2 Contract)
Extended Contract Dates:	January 31, 2024
Existing Contract Value:	\$77,613,800
Amendment Amount:	\$453,980
New/Total Contract Value:	\$78,067,780
Procurement Method:	Request for Qualification
Budget Authority:	2023-2027 UTA Capital Plan

ALTERNATIVES:

Do not compensate Big D for all their costs for the cold weather protection for the paving.

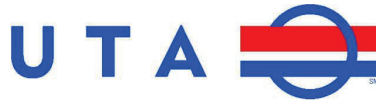
FISCAL IMPACT:

This project is included in the 5-year Capital Plan. This change order adds a task order of \$453,980 to the project. Sufficient funds remain in the project budget to cover the cost of this task order.

ATTACHMENTS:

1. Big-D CO #41 Change Order

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



CHANGE ORDER

No. 41

TITLE: Concrete Paving Weather Conditions

DATE: 8/17/2023

PROJECT/CODE: MSP102 - Depot District

This is a change order to
CONTRACT No: 18-2741TP

TO: Big-D Construction

ATTN: Brian Murphy

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

This change order is for the actual costs of the hot water, accelerant, blankets, heaters, fuel, and labor required to perform concrete paving at Depot District this past winter. The contractor was given a DAP in the amount of \$300,000 in December of 2022. The 2022/2023 winter was one of the 10 wettest winters ever in Utah. The paving was pushed into winter due to some regrading that needed to occur underneath the canopies that pushed the paving from summer to winter of 2022/2023.

Direction or Authorization to Proceed (DAP) previously executed: YES ☒ NO ☐It is mutually agreed upon, there is a schedule impact due to this Change order: YES ☐ 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:	\$453,980	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	1/31/2024
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$77,464,270	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$77,613,800	Final Completion Date as of This Change Order:	1/31/2024
T&M NTE:	-	Net Change This Change Order:	\$453,980		
Total:	\$453,980	Current Project Total:	\$78,067,780		

ACCEPTED: DocuSigned by:

By: Brian Murphy

Date: 8/18/2023

Brian Murphy
Big-D Construction

By: _____
Date: _____

David Osborn
Project Manager <\$25,000

By: _____
Date: _____

David Hancock
Director of Capital Development <75,000

By: _____
Date: _____

Vicki Woodward
Procurement

By: Mike Bell
Date: 8/18/2023

Mike Bell
Attorney General >\$10,000

By: _____
Date: _____

Mary DeLoretto
Chief Service Dev Officer <\$200,000

By: _____
Date: _____

Jay Fox
Executive Director >\$200,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2741TP BIG
----------	---------------

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$149,530	
1	7/19/2019	\$2,068,783	\$2,218,313	Phase 2/GMP 1 - Demolition and Abatement Construction
2	8/12/2019	\$241,637	\$2,459,950	Depot District Clean Fuel Technology Center- Locomotive
3	10/18/2019	\$8,092,803	\$10,552,753	Phase 2/GMP 2
4	12/20/2019	\$159,623	\$10,712,376	Phase 2/GMP 1 - Unforeseen Site Conditions
5	3/2/2020	\$41,234	\$10,753,610	Salvage Brick and Timbers
6	3/20/2020	\$54,571	\$10,808,181	Export Material Screening
7	4/17/2020	\$10,348	\$10,818,529	Design Work for Rammed Aggregate Piers
8	5/15/2020	\$81,812	\$10,900,341	Various Scope Modifications for PCOs 08, 09, 10, 12, 13, 16,
9	5/15/2020	\$25,799	\$10,926,140	40ft additional waterline tie-in
10	5/15/2020	\$35,252	\$10,961,392	Waterline Loops Around Storm Drain and Fire Waterline
11	5/15/2020	\$116,671	\$11,078,063	Permit Changes for Wash, Parking and Fueling
12	5/15/2020	\$80,314	\$11,158,377	Various Scope Modifications for PCOs 21, 22, 25 and 28
13	5/15/2020	\$26,049	\$11,184,426	PCO-042 - Wash Bay 2 -
14	7/17/2020	\$59,156	\$11,243,582	Scope Modifications for PCOs 27-28
15	8/21/2020	\$50,351,311	\$61,594,893	GMP 3 - Construction of Bus Maintenance, Operations and
16	7/17/2020	\$61,693	\$61,656,586	Various Scope Modifications for PCOs 23-26 and PCO 29 and
17	8/14/2020	\$188,449	\$61,845,035	Various Scope Modifications for PCOs 32-33
18	8/21/2020	\$88,159	\$61,933,194	Various Scope Modifications for PCOs 34-41
19	9/18/2020	\$19,441	\$61,952,635	Various Scope Modifications for PCOs 42-50
20	10/16/2020	\$32,706	\$61,985,341	Upgrade Low Voltage Wiring to Cat 6A
21	10/16/2020	\$20,314	\$62,005,655	Various Scope Modifications for PCOs 51 - 55, 57 - 59
22	11/20/2020	\$6,570	\$62,012,225	Various Scope Modifications for PCOs 60-61
23	12/18/2020	\$15,728	\$62,027,953	Various Scope Modifications for PCOs 62-66
24	1/15/2021	\$16,697	\$62,044,650	Various Scope Modifications for PCOs 67-69
25	2/19/2021	\$105,714	\$62,150,364	Various Scope Modifications for PCO-070-076
26	4/16/2021	\$20,726	\$62,171,090	Integrate Emergency Stops Between CNG and Diesel
27	9/22/2021	\$11,166,017	\$73,337,107	GMP 4 - Construction of bus canopies and battery electric bus
28	7/15/2022	\$719,343	\$74,056,450	GMP #5 - Onsite power conduits and vaults
29	9/16/2022	\$215,705	\$74,272,155	Depot District Canopy Additional Grading
30	10/3/2022	\$36,382	\$74,308,537	Mechanical Screen Wall on Lower Roof
31	10/6/2022	\$2,604,560	\$76,913,097	GMP #6 - Onsite underground power conduits and vaults



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2741TP BIG
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$149,530	
32	10/21/2022	\$51,131	\$76,964,228	Various Scope Modifications PCOs 085-089
33	11/18/2022	\$131,951	\$77,096,179	Various Scope Modifications PCOs 91-98
34	12/16/2022	\$186,988	\$77,283,167	Various Scope Modifications PCOs 100-108
35	1/20/2023	\$138,626	\$77,421,793	Various Scope Modifications PCOs 109-122
36	1/31/2023	\$16,728	\$77,438,521	South Fence Replacement
37	2/13/2023	\$10,852	\$77,449,373	Various Scope Modifications PCOs 124-126
38	3/16/2023	\$71,656	\$77,521,029	Various Scope Modifications PCOs 127-137
39	4/27/2023	\$0	\$77,521,029	No Cost Time Extension
40	6/29/2023	\$92,771	\$77,613,800	Battery Electric Bus Charging Wiring
Total to Date		\$ 77,464,270		

**PCO #521**

BIG-D CONSTRUCTION CORP.
404 W 400 S
SALT LAKE CITY, Utah 84101
Phone: (801) 415-6000
Fax: (801) 415-6900

Project: 119111 - UTA DDTC
716 W. 300 S.
Salt Lake City, Utah 84104
Phone: 801-415-6000

Prime Contract Potential Change Order #521: CE #884 - 2022/2023 PCCP Concrete Paving Weather Conditions

TO:	UTAH TRANSIT AUTHORITY 669 W 200 S SALT LAKE CITY Utah, 84101	FROM:	BIG-D CONSTRUCTION CORP 404 W 400 S SALT LAKE CITY Utah, 84101
PCO NUMBER/REVISION:	521 / 0	CONTRACT:	1 - UTA DDTC Prime Contract
REQUEST RECEIVED FROM:	Layne Kochel (BIG-D CONSTRUCTION CORP)	CREATED BY:	Layne Kochel (BIG-D CONSTRUCTION CORP)
STATUS:	Pending - In Review	CREATED DATE:	8/10/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$453,980.41

POTENTIAL CHANGE ORDER TITLE: CE #884 - 2022/2023 PCCP Concrete Paving Weather Conditions

CHANGE REASON: Weather Impact

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #884 - 2022/2023 PCCP Concrete Paving Weather Conditions

Combined Expenses/Rentals of 91-910001-003-X : \$181,939.63 - \$211.95 = \$181,727.68

- Concrete Blankets = \$25,530.00
- Snow Tarps = \$12,500.00
- Ground Heaters Rental = \$82,135.00
- Forklift Rental = \$11,368.00
- Fuel for Forklift & Ground Heaters = **\$50,283.65 - \$211.95 = \$50,071.70**
- Misc. Items (Digital Infrared Thermometers & Tie-Wire) = \$122.98

Labor 91-910001-003-X: \$104,021.25 + \$332.65 = \$104,353.90

· See attached invoices from The Premier Group for all temp labor hours and costs, as well as the cost breakdown and hours from Big-D Employees.
Also included is the daily reports on what was done with these hours of labor.

Gene Peterson Concrete Costs : \$210,832.49 - \$51,616.95 (\$12/Yard 2023 Escalation) = \$159,215.54

- Proposal #23165165, Date 11.14.2022 (10.31.2022-11.11.2022), Amount \$9,843.72
- Proposal #23165166, Date 11.22.2022 (11.14.2022-11.19.2022), Amount \$10,534.40
- Proposal #23165167, Date 11.28.2022 (11.21.2022-11.26.2022), Amount \$6,620.72
- Proposal #23165168, Date 12.5.2022 (11.28.2022-12.03.2022), Amount \$6,336.62
- Proposal #23165169, Date 12.5.2022 (12.05.2022-12.10.2022), Amount \$16,222.32
- Proposal #23165170, Date 12.23.2022 (12.12.2022-12.17.2022), Amount \$3,025.46
- Proposal #23165172, Date 01.03.2023 (12.19.2022-12.24.2022), Amount \$21,518.51
- Proposal #23165173, Date 01.03.2023 (01.02.2022-01.07.2023), Amount \$1,135.20
- Proposal #23165180, Date 02.03.2023 (01.08.2023-01.28.2023), Amount \$36,488.30
- Proposal #23165180, Date 02.03.2023 (01.30.2023-02.11.2023), Amount \$45,810.04
- Proposal #23165181, Date 3.20.2023 (01.30.2023-02.11.2023), Amount \$53,297.20

ATTACHMENTS:

[PCO-521 CE-884 2022-2023 PCCP Concrete Paving Weather Conditions \\$564,523.13.pdf](#) [PCO-521 CE-884 2022-2023 PCCP Concrete Paving Weather Conditions Rev.1 \\$453,980.41.pdf](#) [Diesel \\$50,283.65-\\$211.95=\\$50,071.70 \(Rev.1\).pdf](#) [PCCP Weather Conditions Labor \\$104,021.25 + \\$332.65 = \\$104,353.90 \(Rev.1\).pdf](#) [Gene Peterson 2023 \\$12-Yard Escalation.pdf](#) [91-910001-003-X Combined \\$181,727.68.pdf](#) [PCCP Weather Conditions Labor Descriptions.pdf](#) [Misc. PCCP \\$122.98.pdf](#) [Snow Tarps \\$12,500.pdf](#) [Concrete Blankets \\$25,530.pdf](#) [Ground Heaters](#)



PCO #521

[\\$82,135.pdf](#) [Forklift \\$11,368.pdf](#) [Gene Peterson Winter Conditions Proposal #23165180, Date 02.03.2023 \(01.08.2023-01.28.2023\), Amount \\$36,488.30.pdf](#) [Gene Peterson Winter Conditions Proposal #23165181, Date 3.20.2023 \(01.30.2023-02.11.2023\), Amount \\$53,297.20.pdf](#) [Gene Peterson Winter Conditions Proposal #23165180, Date 02.03.2023 \(01.30.2023-02.11.2023\), Amount \\$45,810.04.pdf](#) [Gene Peterson Winter Conditions Proposal #23165173, Date 1.3.2023 \(1.2.2022-1.7.2023\), Amount \\$1,135.20.pdf](#) [Gene Peterson Winter Conditions Proposal #23165172, Date 1.3.2023 \(12.19.2022-12.24.2022\), Amount \\$21,518.51.pdf](#) [Gene Peterson Winter Conditions Proposal #23165170, Date 12.23.2022 \(12.12.2022-12.17.2022\), Amount \\$3,025.46.pdf](#) [Gene Peterson Winter Conditions Proposal #23165169, Date 12.5.2022 \(12.05.2022-12.10.2022\), Amount \\$16,222.32.pdf](#) [Gene Peterson Winter Conditions Proposal #23165168, Date 12.5.2022 \(11.28.2022-12.03.2022\), Amount \\$6,336.62.pdf](#) [Gene Peterson Winter Conditions Proposal #23165167, Date 11.28.2022 \(11.21.2022-11.26.2022\), Amount \\$6,620.72.pdf](#) [Gene Peterson Winter Conditions Proposal #23165166, Date 11.22.2022 \(11.14.2022-11.19.2022\), Amount \\$10,534.40.pdf](#) [Gene Peterson Winter Conditions Proposal #23165165, Date 11.14.2022 \(10.31.2022-11.11.2022\), Amount \\$9,843.72.pdf](#)

#	Cost Code	Description	Type	Amount
1	32-321313-003 - GENE PETERSON	Proposal #23165165, Date 11.14.2022 (10.31.2022-11.11.2022)	Subcontract	\$9,843.72
2	32-321313-003 - GENE PETERSON	Proposal #23165166, Date 11.22.2022 (11.14.2022-11.19.2022)	Subcontract	\$10,534.40
3	32-321313-003 - GENE PETERSON	Proposal #23165167, Date 11.28.2022 (11.21.2022-11.26.2022)	Subcontract	\$6,620.72
4	32-321313-003 - GENE PETERSON	Proposal #23165168, Date 12.5.2022 (11.28.2022-12.03.2022)	Subcontract	\$6,336.62
5	32-321313-003 - GENE PETERSON	Proposal #23165169, Date 12.5.2022 (12.05.2022-12.10.2022)	Subcontract	\$16,222.32
6	32-321313-003 - GENE PETERSON	Proposal #23165170, Date 12.23.2022 (12.12.2022-12.17.2022)	Subcontract	\$3,025.46
7	32-321313-003 - GENE PETERSON	Proposal #23165172, Date 01.03.2023 (12.19.2022-12.24.2022)	Subcontract	\$21,518.51
8	32-321313-003 - GENE PETERSON	Proposal #23165173, Date 01.03.2023 (01.02.2022-01.07.2023)	Subcontract	\$1,135.20
9	32-321313-003 - GENE PETERSON	Proposal #23165180, Date 02.03.2023 (01.08.2023-01.28.2023)	Subcontract	\$36,488.30
10	32-321313-003 - GENE PETERSON	Proposal #23165180, Date 02.03.2023 (01.30.2023-02.11.2023)	Subcontract	\$45,810.04
11	32-321313-003 - GENE PETERSON	Proposal #23165181, Date 3.20.2023 (01.30.2023-02.11.2023)	Subcontract	\$53,297.20
12	91-910001-003 - INCLEMENT WEATHER CO	Weather Conditions Labor from Big-D Employees & Temp Employees (The Premier Group)	Labor	\$104,353.90
13	91-910001-003 - INCLEMENT WEATHER CO	Ground Heaters, Diesel, Forklift & Misc.	Miscellaneous	\$181,727.68
14	32-321313-003 - GENE PETERSON	\$12/Yard Escalation	Subcontract	\$(51,616.95)
15	99-999998 - INDIRECT COSTS	Big-D Construction Indirect Costs 6.48% on direct cost only of \$445,297.12	Miscellaneous	\$28,855.25
16	98-989998.002 - CONTRACTOR CONTINGENCY	Big-D Construction Risk & Contingency 1.5% on direct cost only of \$445,297.12	Miscellaneous	\$6,679.46
17	99-999999 - OVERHEAD & PROFIT	Big-D Construction Contract Fixed Fee 1.95% on direct & indirect costs of \$480,831.83	Miscellaneous	\$9,376.22
18	99-999998 - INDIRECT COSTS	Credit Big-D Construction Indirect Costs 6.48% on direct cost only of \$445,297.12	Miscellaneous	\$(28,855.25)
19	98-989998.002 - CONTRACTOR CONTINGENCY	Credit Big-D Construction Risk & Contingency 1.5% on direct cost only of \$445,297.12	Miscellaneous	\$(6,679.46)
20	99-999999 - OVERHEAD & PROFIT	Credit Big-D Construction Contract Fixed Fee 1.95% on direct costs ONLY of \$480,831.83 = \$9,376.22 vs \$445,297.12 = \$8,683.29 (\$9,376.22 - \$8,683.29 = \$692.93)	Miscellaneous	\$(692.93)
Grand Total:				\$453,980.41

**PCO #521**

CE-884 2022/2023 PCCP Concrete Paving Weather Conditions		Total
1	Gene Peterson Concrete Proposal #23165165, Date 11.14.2022 (10.31.2022-11.11.2022)	\$ 9,843.72
2	Gene Peterson Concrete Proposal #23165166, Date 11.22.2022 (11.14.2022-11.19.2022)	\$ 10,534.40
3	Gene Peterson Concrete Proposal #23165167, Date 11.28.2022 (11.21.2022-11.26.2022)	\$ 6,620.72
4	Gene Peterson Concrete Proposal #23165169, Date-12.5.2022 (12.05.2022-12.10.2022)	\$ 16,222.32
5	Gene Peterson Concrete Proposal #23165168, Date 12.5.2022 (11.28.2022-12.03.2022)	\$ 6,336.62
6	Gene Peterson Concrete Proposal #23165170, Date 12.23.2022 (12.12.2022-12.17.2022)	\$ 3,025.46
7	Gene Peterson Concrete Proposal #23165172, Date 01.03.2023 (12.19.2022-12.24.2022)	\$ 21,518.51
8	Gene Peterson Concrete Proposal #23165173, Date 01.03.2023 (01.02.2022-01.07.2023)	\$ 1,135.20
9	Gene Peterson Concrete Proposal #23165180, Date 02.03.2023 (01.08.2023-01.28.2023)	\$ 36,488.30
10	Gene Peterson Concrete Proposal #23165180, Date 02.03.2023 (01.30.2023-02.11.2023)	\$ 45,810.04
11	Gene Peterson Concrete Proposal #23165181, Date 3.20.2023 (01.30.2023-02.11.2023)	\$ 53,297.20
	Gene Peterson Concrete (\$12/yard 2023 Escalation)	\$ (51,616.95)
	Combined Expenses/Rentals of 91-910001-003-X: \$181,939.63 - \$211.95 = \$181,727.68	\$ 181,727.68
	Labor 91-910001-003-X: \$104,021.25 + \$332.65 = \$104,353.90	\$ 104,353.90
	Change Event Total (Direct Costs)	\$ 445,297.12
	Big-D Construction Indirect Costs 6.48% on direct cost only of \$445,297.12	\$ -
	Big-D Construction Risk & Contingency 1.5% on direct cost only of \$445,297.12	\$ -
	Subtotal (direct, indirect & risk)	\$ 445,297.12
	Big-D Construction Contract Fixed Fee 1.95% on direct & indirect costs of \$445,297.12	\$ 8,683.29
	Total (direct, indirect, risk & contract fixed fee)	\$ 453,980.41

UTAH TRANSIT AUTHORITY

669 W 200 S
SALT LAKE CITY Utah 84101

UTAH TRANSIT AUTHORITY

669 W 200 S
SALT LAKE CITY Utah 84101

BIG-D CONSTRUCTION CORP

404 W 400 S
SALT LAKE CITY Utah 84101

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Direction or Authorization to Proceed (DAP)
(Not to exceed \$200,000 without Board Approval)

Contract No. 18-2741TP **Contractor:** Big-D Construction

Date: December 5, 2022

Project Name and Code: Depot District MSP 102

Page 1 **of** 1 **Enclosure(s):** N/A

Potential Change Order No. 37:

The Contractor is authorized and directed to perform the work specified herein. Increase or decrease in Contract Price and/or extension of time (if any is agreed by UTA) associated with the work specified herein will be covered by subsequent change order.

The Depot District project had a change order for additional grading at the bus parking area to avoid reordering steel columns for the bus canopies. This change order was approved and signed in October. Through regrading, we were able to maintain the overall project schedule. However, the change order necessitated paving the area under the canopies later than originally anticipated. Since the paving was originally scheduled for a time when the weather would be warmer, the contractor did not include any cold weather protection for this activity in their bid. This includes ground heaters, blankets, snow removal, and concrete additives. The contractor is committed to finishing the paving as quickly as possible and has the subcontractor scheduled for several days each week from this point forward. The contractor expressed that they can accomplish this work for an additional \$300,000 for the weather conditions requirements.

Postponing the paving until warmer weather in the spring would necessitate additional remobilization costs for some of the subcontractors, increased concrete costs due to a price increase scheduled for January, and ultimately delaying the project opening. There is also no guarantee of good weather in March and April.

This DAP was discussed in a TED meeting on December 5, 2022.

Reason for Direction or Authorization to Proceed:

 This is an emergency

 X The potential delay associated with preparing and executing a change order is unacceptable in terms of time and/or cost.

Safety considerations and mitigation None

Security considerations and mitigation None

Environmental considerations and mitigation None

Contract Value to Date: \$ 77,096,179

Not to exceed value of this DAP: \$ \$300,000

DocuSigned by:

216B74DEFAB7419...

12/6/2022

Project Manager < \$25,000

DocuSigned by:

361F16F38704A8...

12/6/2022

Legal Review > \$25,000

DocuSigned by:

1D26CCE3DEBD416...

12/6/2022

Director of Capital Projects < \$75,000



DocuSigned by:
Mary Delonito
9802AEE82281418...

12/7/2022

Chief Service Development Officer < \$200,000

DocuSigned by:
[Signature]
3A25FF46AD14EB...

12/7/2022

Executive Director > \$200,000

DocuSigned by:
Brian Motes
98BAAA9D7F418D...

12/6/2022

Procurement & Contracts Specialist review



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

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

TITLE:

Pre-Procurements

- Customer Experience Strategic Plan
- Employee Holiday Gift Cards
- Insurance Broker Services
- New Light Rail Vehicles

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

- **Customer Experience Strategic Plan.** This is a procurement to contract with a consulting firm to provide a Customer Experience Strategic Plan. UTA has never had a comprehensive Customer Experience Strategy. It is the intent of this plan to look holistically at the customer journey through the UTA transit system and identify customer-facing projects and improvements to improve customer experience. This will be a one-year contract and funding for this contract is approved in the Capital Projects budget under project code MSP294. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 12357, GJ LaBonty)

- **Employee Holiday Gift Cards.** This is a procurement to purchase holiday gift cards for all UTA employees. UTA typically receives a discount on the gift cards and pays less than the face value of the card. The cards will have a value of \$150 and will be distributed to employees in November. Employees will see this on their paystubs as taxable income with applicable taxes applied. This procurement will be conducted as an IFB where vendor selection will be based solely on price. (Req. 12571, Troy Bingham)
- **Insurance Broker Services.** This is a procurement to contract with a firm to provide Insurance Brokerage and Consulting Services. UTA must employ the use of a broker to access the insurance markets to finance the risks/exposures inherent in the administration, management, and operation of a public transit system. The broker will also consult on new products and changes in the insurance markets. Funding for this service is included in the Claims and Insurance Department budget. This contract will have a base term of 3 years, plus two one-year options for renewal, and the solicitation will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 12516, Dave Pitcher)
- **New Light Rail Vehicles.** This is a procurement to purchase 20 new light rail vehicles, with an option to purchase 20 more vehicles in the future. Part of UTA's fleet of light rail vehicles is made up of twenty-three (23) SD160s and seventeen (17) SD100s. These vehicles are reaching their end of life and are becoming costly to repair and maintain. Additionally, the vehicles do not offer level boarding. Earlier this year UTA was awarded a federal grant to purchase 20 new light rail vehicles. Due to manufacturer lead times, UTA plans to include 20 additional vehicles as options to replace all 40 older vehicles in the fleet. The term of this contract will be 5-7 years, depending on manufacturer lead times. This procurement will be conducted as an RFP. (Req. 12511, Kyle Stockley)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Vi Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Fare Strategy

TITLE:

Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (JF Development Group, LLC)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute an OGX Grand Opening Funding Agreement for Sponsored System-wide Fare with the JF Development Group, LLC.

BACKGROUND:

On July 26, 2023 the UTA Board of Trustees approved resolution R2023-07-05 empowering the Executive Director “to declare system-wide zero fare in commemoration of the OGX grand opening.” Subsequently Executive Director Fox declared a zero fare day, offering zero fares, system-wide, on all UTA services on Saturday, August 26, 2023.

Utah Transit Authority (“UTA”) obtained community support to recover lost fare revenues for the system-wide zero fare day. UTA committed to formalizing the agreements through contracts with potential Sponsors and obtaining board approval of the contracts.

One specific sponsor is JF Development Group, LLC. The agreement details are in the discussion below.

DISCUSSION:

UTA will enter into this Agreement with JF Development Group, LLC in the amount of five-thousand dollars (\$5,000). This money will be used to offset fares on August 26, 2023. In return, UTA will provide the sponsor with a “Tier 1” marketing package that includes representation on the OGX invite, OGX Website, Logo Inclusion on OGX Bus Boards, as well as five (5) Premium Monthly passes.

CONTRACT SUMMARY:

Contractor Name:	JF Development Group, LLC
Contract Number:	23-F0369
Base Contract Effective Dates:	August 1-September 30, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	\$5,000
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not enter into an agreement and forego the revenue.

FISCAL IMPACT:

Five-thousand dollars (\$5,000) to be used to offset lost fare revenues on the systemwide zero fare day.

ATTACHMENTS:

Funding Agreement (JF Development Group, LLC)

OGX Grand Opening Funding Agreement

Sponsored System-wide Fare

This **FUNDING AGREEMENT** is effective on August 1, 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and JF Development Group LLC ("Sponsor").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor desires to subsidize transit fares for the entirety of the UTA system on the 26 day of August 2023 to commemorate the grand opening of the OGX Bus Rapid Transit System (BRT) ; and

WHEREAS both the Sponsor and UTA recognize the benefits of the OGX BRT system and public transit in general for the community for reducing congestion and improving the quality of air and the environment as well

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. The term of this agreement will begin on the date stated above and end on September 30, 2023.
2. In order to facilitate free fares on UTA's entire public transit system for the 26th day of August 2023, Sponsor agrees to pay UTA an amount of \$5,000 for a portion of the forgone fare revenue which is projected to have been received for the 26th day of August 2023. This is considered a Tier 1 sponsorship.
3. UTA agrees to provide free fares system wide on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services.
4. UTA agrees to provide to the sponsor the items as listed in Exhibit A: Tier 1 on or before September 1, 2023.
5. On or before September 1, 2023, UTA shall invoice sponsor for the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced within 30 days receipt of invoice. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of invoice.

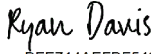
6. **Funding Only.** This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA's operation of its transit system in any respect.
7. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
8. **Costs and Attorney's Fees.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

SPONSOR

Name: _____ Date _____
Title: _____

DocuSigned by:

BFE714AEFBF5435...
Name: Ryan Davis Date 8/11/2023
Title: Partner

Name: _____ Date _____
Title: _____

UTA Legal Counsel


DocuSigned by:

70E33A415BA44F6... _____

Exhibit A

	<u>Amount</u>	<u>Benefits</u>
Tier 1	\$5,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions UTA Premium Monthly Passes: <ul style="list-style-type: none"> • 5 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 2	\$10,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions • 40 UTA FrontRunner Last Train signs: Signage at the final Ogden FrontRunner platform; 1.2 million riders per month • 3,000 OGX brochures: Distributed to local Ogden attractions, restaurants, and retailers UTA Premium Monthly Passes: <ul style="list-style-type: none"> • 10 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 3	\$15,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • 18 bus boards: 1.5 million impressions • 140 interior bus cards • 40 UTA FrontRunner Last Train signs: 1.2 million impressions • 3,000 OGX brochures • 100 OGX retail and restaurant posters • 25 television signs at Ogden City, Weber State University, and McKay Dee Hospital • Ogden Standard-Examiner advertorial: 30,000 subscribers • Weber State signpost advertorial: Distributed to over 33,000 students and employees • Ogden-Weber Chamber of Commerce advertorial: Shared with 850 Weber County Businesses • Logo insert to Ogden City newsletter, magazine, and utility bills: 87,000 residents • Intermountain Healthcare newsletter: Circulated to over 58,000 • UTA newsletter: Distributed to 2,700 employees, 3,000 UTA riders, and 500 political leaders • Social media highlight: Over 48,000 UTA followers on Twitter, Facebook, Instagram, and LinkedIn

		<p>Access to OGX events:</p> <ul style="list-style-type: none">• 4 tickets to the OGX Ribbon Cutting on August 2 at 10:30 a.m.• 4 tickets to Xperience OGX Bus Tours• 10x10 booth space at Xperience OGX Grand Opening on August 26 <p>UTA Premium Monthly Passes:</p> <ul style="list-style-type: none">• 15 monthly passes. Valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Vi Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Fare Strategy

TITLE:

Sponsored Fare Agreement: OGX Grand Opening Funding Agreement for Sponsored System-Wide Fare (Mortenson)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute an OGX Grand Opening Funding Agreement for Sponsored System-wide Fare with Mortenson.

BACKGROUND:

On July 26, 2023 the UTA Board of Trustees approved resolution R2023-07-05 empowering the Executive Director *“to declare system-wide zero fare in commemoration of the OGX grand opening.”* Subsequently Executive Director Fox declared a zero fare day, offering zero fares, system-wide, on all UTA services on Saturday, August 26, 2023.

Utah Transit Authority (“UTA”) obtained community support to recover lost fare revenues for the system-wide zero fare day. UTA committed to formalizing the agreements through contracts with potential Sponsors and obtaining board approval of the contracts.

One specific sponsor is Mortenson. The agreement details are in the discussion below.

DISCUSSION:

UTA will enter into this Agreement with Mortenson in the amount of five-thousand dollars (\$5,000). This money will be used to offset fares on August 26, 2023. In return, UTA will provide the sponsor with a “Tier 1” marketing package that includes representation on the OGX invite, OGX Website, Logo Inclusion on OGX Bus Boards, as well as five (5) Premium Monthly passes.

CONTRACT SUMMARY:

Contractor Name:	Mortenson
Contract Number:	23-F0370
Base Contract Effective Dates:	August 1-September 30, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	\$5,000
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not enter into an agreement and forego the revenue.

FISCAL IMPACT:

Five-thousand dollars (\$5,000) to be used to offset lost fare revenues on the systemwide zero fare day.

ATTACHMENTS:

Funding Agreement (Mortenson)

OGX Grand Opening Funding Agreement
Sponsored System-wide Fare

This **FUNDING AGREEMENT** is effective on August 1, 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Mortenson, ("Sponsor").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor desires to subsidize transit fares for the entirety of the UTA system on the 26 day of August 2023 to commemorate the grand opening of the OGX Bus Rapid Transit System (BRT) ; and

WHEREAS both the Sponsor and UTA recognize the benefits of the OGX BRT system and public transit in general for the community for reducing congestion and improving the quality of air and the environment as well

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. The term of this agreement will begin on the date stated above and end on September 30, 2023.
2. In order to facilitate free fares on UTA's entire public transit system for the 26th day of August 2023, Sponsor agrees to pay UTA an amount of \$5,000 for a portion of the forgone fare revenue which is projected to have been received for the 26th day of August 2023. This is considered a Tier 1 sponsorship.
3. UTA agrees to provide free fares system wide on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services.4.
4. UTA agrees to provide to the sponsor the items as listed in Exhibit A: Tier 1.
5. On or before September 1, 2023, UTA shall invoice sponsor for the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced within 30 days receipt of invoice. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of invoice.
6. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA's operation of its transit system in any respect.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
8. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

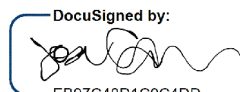
IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

SPONSOR

DocuSigned by:

EB97C48D1C0C4DD... 8/3/2023
Name: Josh Caldwell Date _____
Title: Director of Business Development

UTA Legal Counsel


DocuSigned by:

70E33A415BA44F6... _____

Exhibit A

	<u>Amount</u>	<u>Benefits</u>
Tier 1	\$5,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions UTA Premium Monthly Passes: <ul style="list-style-type: none"> • 5 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 2	\$10,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions • 40 UTA FrontRunner Last Train signs: Signage at the final Ogden FrontRunner platform; 1.2 million riders per month • 3,000 OGX brochures: Distributed to local Ogden attractions, restaurants, and retailers UTA Premium Monthly Passes: <ul style="list-style-type: none"> • 10 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 3	\$15,000	Company logo on the following: <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • 18 bus boards: 1.5 million impressions • 140 interior bus cards • 40 UTA FrontRunner Last Train signs: 1.2 million impressions • 3,000 OGX brochures • 100 OGX retail and restaurant posters • 25 television signs at Ogden City, Weber State University, and McKay Dee Hospital • Ogden Standard-Examiner advertorial: 30,000 subscribers • Weber State signpost advertorial: Distributed to over 33,000 students and employees • Ogden-Weber Chamber of Commerce advertorial: Shared with 850 Weber County Businesses • Logo insert to Ogden City newsletter, magazine, and utility bills: 87,000 residents • Intermountain Healthcare newsletter: Circulated to over 58,000 • UTA newsletter: Distributed to 2,700 employees, 3,000 UTA riders, and 500 political leaders • Social media highlight: Over 48,000 UTA followers on Twitter, Facebook, Instagram, and LinkedIn

		<p>Access to OGX events:</p> <ul style="list-style-type: none">• 4 tickets to the OGX Ribbon Cutting on August 2 at 10:30 a.m.• 4 tickets to Xperience OGX Bus Tours• 10x10 booth space at Xperience OGX Grand Opening on August 26 <p>UTA Premium Monthly Passes:</p> <ul style="list-style-type: none">• 15 monthly passes. Valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Daniel Hofer, Director of Capital Assets and Project Controls
Greg Andrews, Senior Financial Analyst

TITLE:

TBA2023-09-01 - Technical Budget Adjustment for Capital Budget Transfers

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement several projects in UTA's 2023 Capital Program with funds transferred from other projects or the Capital contingency to complete projects this year.

It is recommended that the Board accept the recommendations and approve the transfer of funds for these projects.

BACKGROUND:

Proposed Budget Adjustment

This proposed transfer of \$3.043 million in Technical Budget Adjustments to the 2023 Capital Budget will transfer funds to five projects to aid in their delivery.

DISCUSSION:

MSP227- Meadowbrook Expansion

Project has a current budget of \$10,000. Project is complete but UTA received a late invoice for work completed in 2022 that was previously not billed for. The request is to add \$15,000 to this budget from

Contingency to cover this invoice. This will bring the total project budget to \$25,000 for 2023.

MSP266- 3500 South Upgrade

Project has a current budget of \$9,000. The request is to add \$148,000 to aid in the delivery of the 3300/3500 South bus stop and signalization upgrades. Project works in conjunction with MSP207 & MSP270 to deliver these upgrades. There are plans to install upgraded equipment on 43 buses at Meadowbrook this fall. \$148,000 would be needed for the installation of these new components. This would bring the 2023 project budget to \$157,000. Funds would be transferred from Contingency.

FMA652- Equipment Managed Reserve

Project has a current budget of \$943,000. This request is to provide funding for a new forklift and order picker for the Depot District. The request is to add \$80,000 from the MSP999 Capital Contingency fund to this project to complete the work planned for this year. This will bring the total project budget to \$1,023,000.

FMA679- Building Remodel/Reconfiguration

Project has a current budget of \$1.17 million in 2023. This project is used to perform minor facility upgrades throughout UTA's facilities such as adding offices or conference rooms, or other minor projects of similar nature. This project is requesting \$800,000 to allow it to accommodate additional planned work for this year and to advance work related to the Facility Master Plan development and start design work on upgrades needed at Timpanogos, Riverside, and Meadowbrook Building 7. The request would raise the 2023 project budget to \$1,970,000. Funds would be transferred from SGR390- Jordan River Building 2 Remodel and MSP999- Contingency.

SGR390- Jordan River Building 2 Remodel

Project currently has a budget of \$1.965 million in 2023. Due to some budget adjustments earlier in the year this project has stalled until the 2024-2028 Capital Plan is approved to move forward with construction. The request is to take \$500,000 from this budget and move it to FMA679- Building Remodel/Reconfiguration to help address budget needs there.

MSP999- Capital Contingency

The Contingency budget has \$3,496,000 in it for 2023. The above-mentioned requests would reduce the contingency budget by a total of \$543,000, leaving it with a balance of \$2,953,000 for the year.

SGR397- Traction Power Rehab/Replace

This project has a 2023 budget of \$15,446,000. This project is a multi-year contract which will upgrade 19 of UTA's aging substations along its Blue and Red TRAX lines. This contract is slated to currently go through 2025. To minimize potential delays, material orders were accelerated to help mitigate risks related to supply chain constraints for 2024 and 2025 planned work activities. Materials are starting to arrive. Project is seeking to add \$2,000,000 to its 2023 budget to accommodate these material orders. The budget for this request would be coming from SGR398- OCS Rehab/Replace. This project is closely aligned with the SGR397 project and efforts would help right-size both budgets with anticipated 2023 planned work. The \$2,000,000 sum being transferred would be made up of \$1,000,000 in formula funds and \$1,000,000 in UTA Local funds.

SGR398- OCS Rehab/Replace

Project has a 2023 budget of \$3,224,000. This project works in close conjunction with the SGR397 project

mentioned above. To better accommodate the budget needs for these two projects and to best align the budgets with the planned work efforts as they currently stand, transferring \$2,000,000 from this project to SGR397 will align the budgets with those activities. This will leave SGR398 with a 2023 budget of \$1,224,000.

ALTERNATIVES:

Projects not receiving the requested funding would result in work being delayed or cancelled.

FISCAL IMPACT:

These requests can be addressed using funds currently existing in UTA's 2023-2027 Capital Plan. This will not affect UTA's fund balance outside of what is already included in our current Capital Plan.

ATTACHMENTS:

- TBA2023-09-01 Exhibit A-1 - Capital Budget Transfers

**UTAH TRANSIT AUTHORITY
2023 CAPITAL BUDGET
Technical Budget Adjustment**

**TBA2023-09-01
Exhibit A-1**

		Capital Budget		
		Amended 2 2023	Technical	Amended 2 2023
<u>Funding Sources</u>		<u>Capital Budget</u>	<u>Adjustment</u>	<u>Capital Budget</u>
1	UTA Current Year Funding	\$ 123,731,000	\$ -	\$ 123,731,000
2	Grants	132,022,000		132,022,000
3	Local Partner Contributions	13,439,000		13,439,000
4	State Contribution	25,713,000		25,713,000
5	Leasing	41,755,000		41,755,000
6	Total Funding Sources	\$ 336,660,000	\$ -	\$ 336,660,000
<u>Expense</u>				
7	Infrastructure SGR Projects	\$ 50,324,000	\$ -	\$ 50,324,000
	SGR-398 OCS Rehab/Replace	3,224,000	(2,000,000)	1,224,000
	SGR-397 Traction Power Rehab/Replace	15,446,000	2,000,000	\$ 17,446,000
8	5310 Projects	8,832,000		8,832,000
9	Capital Construction	45,953,000	15,000	\$ 45,968,000
	MSP 227 - Meadowbrook Expansion	-	15,000	15,000
10	Capital Development	87,947,000	148,000	\$ 88,095,000
	MSP-266 3500 South Upgrade	9,000	148,000	157,000
11	Capital Contingency	3,496,000	(543,000)	\$ 2,953,000
12	Facilities - SGR	7,021,000	380,000	7,401,000
	FMA-679 Building Remodel Reconfigure	1,170,000	800,000	\$ 1,970,000
	FMA-652 Equipment Managed Reserve	943,000	80,000	1,023,000
	SGR-390 Jordan River Bldg. 2 Remodel	1,965,000	(500,000)	1,465,000
13	Information Technology	21,990,000		21,990,000
14	Planning	4,127,000		4,127,000
15	Property/TOC	8,627,000		8,627,000
16	Revenue/ Service Vehicles	92,249,000		92,249,000
17	Safety and Security	6,094,000		6,094,000
18	Total Expense	\$ 336,660,000	\$ -	\$ 336,660,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
David Hancock, Director Capital Development
Dan Hofer, Director Capital Assets and Project Controls

TITLE:

2024-2028 Five Year Capital Plan Overview

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 Financial Management. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other special projects requiring expenditures over \$25,000. This includes projects that are funded partially or fully by outside funding sources, such as grants or local partners.

The plan is required to be financially constrained and maintain assets at a state of good repair, to protect UTA's capital investments, and minimize future maintenance and replacement costs. Five-year forecasts help mitigate the challenges of applying a one-year budget to multi-year projects and support long-range financial planning and prudent management of the agency.

This proposed 5-Year Capital Plan covers the period from 2024 through 2028.

DISCUSSION:

Staff will present an overview of the 5-year Capital Plan for 2024 through 2028 for Board information and discussion. Information will include upcoming key dates related to the five-year plan adoption, changes to plan format, and highlights of UTA capital program initiatives.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

- None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate and Transit Oriented Development
Nick Duerksen, TOC Project Manager

TITLE:

Transit Oriented Development (TOD) Designation for Farmington and Lehi Stations

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Information only for discussion with future action.

BACKGROUND:

Station Area Plans were approved at both Lehi Station and Farmington Station by the respective cities. On February 15, 2023, the Local Advisory Council approved both of these Station Area Plans. On April 12, 2023, the plans were adopted by the UTA Board of Trustees.

DISCUSSION:

Board of Trustees Policy No. 5.1 requires that TOD sites must be selected by the UTA Board of Trustees in order to move forward with a Request for Proposal for development. Ranking based on System Analysis results demonstrates that Farmington and Lehi Stations are highly qualified for development. Purpose is to discuss these TOD sites and potential designation prior to any further action.

ALTERNATIVES:

N/A

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
Doraleen Taulanga, Community Outreach Manager

TITLE:

Travel Training Program Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Travel training is the professional practice of teaching people to travel independently on public transportation. It can build various skills that help address specific needs in different communities and with individuals. UTA's Travel Training Program has been developing over the past several years. Travel Training was recently reorganized - the program was housed with Special Services until 2022, when it moved to the Community Engagement Department to align on community outreach and education efforts.

DISCUSSION:

UTA's Community Engagement Department will share updates on the Travel Training program, including an overview of the program and offerings, partnerships, a review of 2022-2023 efforts by the team, and key areas for growth and development of the service for the community.

The UTA Travel Training program focuses on accessible transportation, tailored education, and mobility independence to improve the quality of life for people and communities. The program is open to all and focuses on working with state, city, and community organizations and schools that serve people with disabilities, aging populations, students, English language learners, New Americans, and displaced groups. UTA's team of four offers a wide variety of education, including individual, group, community, and train the trainer. In addition, Travel Training administers a Training Pass Program to provide training passes at low cost

to community organizations training their communities on UTA's public transit system. Travel Trainers not only bring valuable education and information to the community but are uniquely positioned to share back the valuable community voices and perspectives to UTA.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/13/2023

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

TITLE:

Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of the purchase, exchange, or lease of real property.

BACKGROUND:

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

DISCUSSION:

The purposes for this closed session are:

- Strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state