



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 28, 2024

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Cheryl Beveridge
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of February 14, 2024 Board Meeting Minutes
6. **Reports**
 - a. Legislative Update and Potential Action on Proposed Legislation Shule Bishop
 - b. Executive Director Report Jay Fox
 - UTA Commendation - APTA AdWheel Award
 - UTA Commendation - Operator James Phillips
 - c. Investment Report - Fourth Quarter 2023 Rob Lamph
 - d. Discretionary Grants Report Gregg Larsen
Alma Haskell
7. **Resolutions**
 - a. R2024-02-03 - Resolution Approving the Amended Charter for the Committee on Accessible Transportation Amanda Salmon

8. Contracts, Disbursements and Grants

- | | | |
|----|---|----------------------------------|
| a. | Contract: Operator Relief Rooms Prefab Building Installation (Cal Wadsworth Construction Company, LLC) | Travis Colledge |
| b. | Contract: UTA Transit Systems Consultant to Support Systems Engineering (WSP USA, Inc.) | Dean Hansen |
| c. | Contract: Sustainability Audit Consultant (Jacobs Engineering Group, Inc) | Sarah Ross |
| d. | Contract: Compliance and Training Software Services (Skillsoft US LLC) | Kyle Brimley |
| e. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-008 - Pre-Construction and Construction Management Fees (Stacy and Witbeck, Inc) | Jared Scarbrough
Jacob Wouden |
| f. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-125 - Sugar Interlocking Replacement (Stacy and Witbeck, Inc.) | Jared Scarbrough
Jacob Wouden |

9. Service and Fare Approvals

- | | | |
|----|--|---------------|
| a. | Service Agreement: Trolley Bus Service Agreement (Farmington City Corporation) | Camille Glenn |
|----|--|---------------|

10. Budget and Other Approvals

- | | | |
|----|---|---------------------------------|
| a. | TBA2024-02-01 - Technical Budget Adjustment - 2023 Capital Budget Carryover | Daniel Hofer
Gregory Andrews |
|----|---|---------------------------------|

11. Discussion Items

- | | | |
|----|---|---|
| a. | August 2024 Change Day - Initial Discussion | Russ Fox
Megan Waters
Monica Howe |
|----|---|---|

12. Other Business

Chair Carlton Christensen

- | | |
|----|--|
| a. | Next Meeting: Wednesday, March 13th, 2024 at 9:00 a.m. |
|----|--|

13. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA 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__H9hDMIoQJWXwdo57uvmFg 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, February 27th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/28/2024

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

TITLE:

Approval of February 14, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the February 14, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday February 14, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/892263.html>](https://www.utah.gov/pmn/sitemap/notice/892263.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.legistar.com/Calendar.aspx>](https://rideuta.legistar.com/Calendar.aspx).

ATTACHMENTS:

1. 2024-02-14_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 14, 2024

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

[Note: The order of several agenda items was changed during this meeting. In addition, agenda items 4. Public Comment and 6.b. Executive Director Report were discussed at two different timepoints during the meeting. The numbering in these minutes is non-sequential since the minutes reflect the chronological sequence of the meeting.]

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Trustee Jeff Acerson delivered a brief safety message.

4. Public Comment, Part I

In Person/Virtual Comment

No in person or virtual comment was made at this juncture.

Online Comment

No online comment was received.

5. Consent

a. Approval of January 24, 2024 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, Part I**b. Executive Director Report**

- **Executive Director Team Award - Bus Training Aid**
- **Ridership Report**

Executive Director Team Award - Bus Training Aid

Jay Fox, UTA Executive Director, was excused from the beginning portion of the meeting due to his participation in legislative meetings at the Utah State Capitol. Alisha Garrett, UTA Chief Enterprise Strategy officer represented him and was joined by Sarah Johnson, UTA Director of Organizational Excellence, and Riley Williams, UTA Manager of Vehicle Performance & Maintenance.

Garrett recognized the bus vehicle maintenance team (Chad Hardy, UTA Master Journeyist; Patrick Smith, UTA Mechanic-Technician Apprentice; Evan Tilley, UTA Maintenance Training Specialist; and Steven Woolstenhulme, UTA Maintenance Training Specialist) for building a mobile engine run stand training aid that meets current fleet emissions standards.

The remainder of the executive director report was deferred to a time later in the meeting.

c. Pension Committee Report

Trustee Acerson reported on the pension fund portfolio. He noted the fund yielded an approximate 12% return in 2023 and slow but steady progress is being made on full funding objectives.

7. Resolutions**a. R2024-02-01 - Resolution Granting Expenditure and Disbursement Authority for 2024 Vehicle Parts Inventory Purchases**

Todd Mills, UTA Director of Supply Chain, summarized the resolution, which grants expenditure and disbursement authority for 2024 vehicle parts inventory purchases for the following:

- Bus vehicle parts (up to \$7 million)
- Light rail vehicle parts (up to \$10 million)
- Commuter rail vehicle parts (up to \$5 million)

Mills indicated staff will report quarterly on purchase totals for each vendor in a public meeting and will bring any instance where a mode's forecasted disbursement amount will likely be exceeded to the board for additional review and approval.

Discussion ensued. Mr. Mills mentioned the list includes the option to procure electric bus parts, but that most electric bus parts are still under warranty.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2024-02-02 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

Eric Barrett, UTA Acting Comptroller, reviewed the resolution, which grants general expenditure and disbursement authority to non-inventory vendors for expenses related to payroll, utilities, government services, debt service, and contracts exceeding \$200,000 that were previously approved by the board. The resolution also ratifies 2023 actual disbursements for non-inventory vendors. Barrett noted staff will report quarterly on expenditures in a public meeting and bring any disbursement exceeding the amount authorized in the resolution to the board for further review and approval.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

4. Public Comment, Part II

In Person/Virtual Comment

Dirk Burton, West Jordan City Mayor, mentioned an issue he raised with Chair Christensen regarding traffic conditions caused by the timing of TRAX crossing gate closures on 9000 South. He expressed appreciation to Chair Christensen for listening and responding to his concerns.

8. Contracts, Disbursements and Grants

a. Contract: Real Estate Purchase - Parcel PER-1106 in Perry, Utah for Future Transit Purposes in Box Elder County (Wallace and Kim Johnson)

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Spencer Burgoyne, UTA Manager of Property Administration. Burgoyne requested the board approve a contract with Wallace and Kim Johnson for the purchase of property located at 1500 West 2950 South in Perry, Utah. A portion of the property is needed to preserve corridor for the extension of commuter rail to Brigham City. Once the property is purchased by UTA, the corridor segment will be preserved, and the remainder of the property will be sold. The total contract value is \$360,000 plus closing costs.

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

b. Contract: Utah County Park and Ride Facilities Design Services (Horrocks Engineers, Inc.)

Travis Colledge, UTA Project Manager III, was joined by Nichol Bourdeaux, UTA Chief

Planning & Engagement Officer. Colledge requested the board approve a not-to-exceed \$644,592 contract with Horrocks Engineers, Inc. for the design of two Park-and-Ride facilities to be located along the Pony Express Parkway in Utah County.

Discussion ensued. Colledge indicated the project has a completion target of August 2025. Trustee Acerson recommended working to advance the project as quickly as possible. Bourdeaux said the service planning and capital services teams will coordinate on implementation timelines.

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

c. Contract: Transit Technical Education Center Final Design and Construction Administration (CRSA Architects)

David Osborn, UTA Project Manager III, requested the board approve a not-to-exceed \$946,906 contract with CRSA Architects for final design and construction administration on a remodel of the UTA-owned building located at approximately 2300 South 900 West in Salt Lake City. The building will be used as a technical transit education center (TTEC) on completion of the renovation.

Discussion ensued. Questions on the decision to remodel versus reconstruct the building, project contingency, site planning efforts, and long-term functionality were posed by the board and answered by Osborn. The board recommended staff have the architect evaluate both the cost of rehabilitating the existing building and the cost of constructing a new building. The board requested an update on the architect's recommendations and associated costs for rehabilitation and new construction in the near future.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved with the stipulation that analysis on a new build option would be conducted and discussed as soon as possible. The motion carried by a unanimous vote.

d. Change Order: Next Generation Fare Collection System Change Order No. 1 - Price Reduction (Scheidt & Bachmann USA, Inc.)

Monica (Morton) Howe, UTA Fares Director, was joined by Laren Livingston, HNTB Interim Program Manager. Howe requested the board approve a -\$201,036 change order to the contract with Scheidt & Bachmann USA, Inc. for work on the next generation fare collection system. The total contract value, including the change order, is \$31,970,380.

Discussion ensued. Questions on the fare collection system project progress and ticket vending machines were posed by the board and answered by Howe.

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

e. **Change Order: On-Call Systems Maintenance Contract Task Order #24-010 - Materials for Rice Interlocking Wayside System Upgrade (Rocky Mountain Systems Services)**

Dean Hansen, UTA Manager - Systems Engineering, requested the board approve a \$433,154 change order to the contract with Rocky Mountain System Services for the purchase of long-lead time materials needed to upgrade the wayside system at the Rice interlocking on TRAX.

Discussion ensued. A question on anticipated delivery was posed by the board and answered by Hansen.

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.

f. **Change Order: On-Call Systems Maintenance Contract Task Order #24-011 - Materials for University Line Overhead Catenary System Upgrades (Rocky Mountain Systems Services)**

Dean Hansen requested the board approve a \$555,542.38 change order to the contract with Rocky Mountain Systems Services for the purchase of long-lead time materials required for overhead catenary system upgrades on TRAX.

The total contract value, including the two change orders discussed in this meeting, is \$26,500,304.34.

Discussion ensued. Questions regarding wear on the catenary system in relation to passenger load and life expectancy of the upgrade were posed by the board and answered by Hansen.

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

g. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-001 - Maintenance of Way Training Yard (Stacy and Witbeck, Inc)**

Dean Hansen requested the board approve a \$2,814,521 change order to the contract with Stacy and Witbeck, Inc for construction work at UTA's maintenance of way (MOW) training yard. The total contract value, including the change order, is \$34,749,253.

Discussion ensued during which Hansen said it is possible scope changes will be needed if a new TTEC building is constructed instead of remodeling the existing building.

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.

- h. Pre-Procurements**
- **South Jordan TRAX Station Construction**
 - **UTA Facilities Waste Collection and Disposal**
 - **Westside Express Design**
 - **Bridge Inspection Program**

Todd Mills reported the agency intends to procure the goods and/or services listed on the meeting agenda.

Discussion ensued. Questions on the inclusion of recycling as part of waste collection and plans for extending the Westside Express were posed by the board and answered by staff.

Chair Christensen called for a recess at 10:15 a.m.

The meeting reconvened at 10:32 a.m.

6. Reports, Part II

- b. Executive Director Report**
- **Executive Director Team Award - Bus Training Aid**
 - **Ridership Report**

Ridership Report

Jay Fox was joined by Ryan Taylor, UTA Special Services General Manager. Fox reviewed ridership data by system and mode. Total systemwide ridership for 2023 was 35,059,930, which is an 11.5% increase over 2022.

Discussion ensued. Questions on vanpool ridership origination and destination tracking, vanpool vehicle preferences, and vanpool utilization outside the UTA service district (particularly in Box Elder County) were posed by the board and answered by staff. Trustee Holbrook requested the On Demand community outreach event schedule.

a. Legislative Update and Potential Action on Proposed Legislation

Shule Bishop, UTA Government Relations Director, highlighted the progress of bills under consideration by the Utah State Legislature. He said House Bill 142 Railroad Drone Amendments and Senate Concurrent Resolution 2 Honoring the 100th Year Anniversary of the Utah Association of Counties, which received a vote of support from the board during its January 24, 2024, meeting, passed. Both pieces of legislation are enrolled and awaiting the governor's signature.

Bishop recommended the board support the following legislation:

- **Senate Bill 179 Substitute 01 (SB 179 S01) Transportation Amendments, sponsored by Senator Wayne Harper**

- Senate Bill 208 (SB 208) Housing and Transit Reinvestment Zone Amendments, sponsored by Senator Wayne Harper
- House Bill 473 (HB 473) School Transit Amendments, sponsored by Representative Joel Briscoe
- House Concurrent Resolution 11 (HCR 11) Recognizing the Importance of Cross-issue Growth Impacts, sponsored by Representative Bridger Bolinder

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to support SB 179 S01, SB 208, HB 473, and HCR 11. The motion carried by a unanimous vote.

Bishop then reported on House Bill 430 (HB 430) Local Government Transportation Services Amendments, sponsored by Representative Candice Pierucci. A substitute on HB 430 recently passed through committee. The current iteration of the bill concerns UTA due to 1) the impact it will have on the regional transit system and 2) the funding mechanisms outlined (i.e., using funds set aside for operations to fund transit innovation grants). Bishop said the agency is continuing to work with the representative to resolve its concerns.

A motion was made by Chair Christensen, and seconded by Trustee Holbrook, to oppose HB 430 as it is currently written and continue to work with the representative on an amicable solution. The motion carried by a unanimous vote.

9. Service and Fare Approvals

a. **Fare Agreement: Transportation Services Contract (State of Utah Department of Health and Human Services / Division of Services for People with Disabilities)**

Cherryl Beveridge, UTA Chief Operating Officer, was joined by Ryan Taylor, UTA Special Services General Manager. Taylor requested the board approve a five-year contract with the State of Utah Department of Health and Human Services / Division of Services for People with Disabilities (DSPD) for Paratransit trips for eligible DSPD riders with eligible trip purposes. In this program, UTA pays the local "seed" funding up front (equivalent to local matching funds) and a portion of the trip costs is later reimbursed to UTA with federal Medicaid funding at a negotiated rate. The total contract value estimate is \$14,179,533 in revenue.

Discussion ensued. A question on the cost of the service compared to the revenue received by reimbursement was posed by the board and answered by staff.

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

b. **Fare Agreement: Special Events Agreement (The Church of Jesus Christ of Latter-Day Saints)**

Kensy Kunkel, UTA Manager of Fare Strategy, requested the board approve a \$141,000 special events agreement with The Church of Jesus Christ of Latter-day Saints

for a ticket-as-fare arrangement to provide a public transportation option to contractually specified church-sponsored events.

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

10. Discussion Items

a. 2023 Agency Risk Assessment Results

Christie Giles, UTA Enterprise Risk Management Administrator, delivered the 2023 agency risk assessment report. She discussed the risk assessment process, including training and survey participation. Giles then reviewed steps taken to identify risk and establish the new risk assessment matrix and rating scale. She spoke about perceived risks in the high, moderately high, and moderate ranges, as well as analytics related to UTA's risk culture baseline and survey and training effectiveness. Giles concluded by outlining the next steps in the risk management process.

Discussion ensued. A question on progress in addressing risks was posed by the board and answered by Giles.

b. 2023 Continuous Improvement Team Highlights

Alisha Garrett, UTA Chief Enterprise Strategy Officer, was joined by Sarah Johnson, UTA Director of Organizational Excellence. Staff reviewed the purpose, structure, demographics, and goals of the continuous improvement team. They spoke about the value of participating on the team, shared the team's net promoter score (100), and highlighted various team activities and certifications.

11. Other Business

- a. Next Meeting: Wednesday, February 28th, 2024 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:50 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 or audio located at <https://www.utah.gov/pmn/sitemap/notice/892263.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/280?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government Relations Director

TITLE:

Legislative Update and Potential Action on Proposed Legislation

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion. Make motions regarding UTA positions on Legislation as needed.

BACKGROUND:
The Utah State Legislature is in session until March 1, 2024. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

DISCUSSION:
The Government Relations Director will give a report on transit-related issues before the Utah Legislature and may make recommendations that the board vote to support or oppose specific proposed legislation.

ATTACHMENTS:
None



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/28/2024

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

TITLE:

Executive Director Report

- UTA Commendation - APTA AdWheel Award
- UTA Commendation - Operator James Phillips

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- UTA Commendation - APTA AdWheel Award (Jay Fox, Heather Barnum)
 - UTA Commendation - Operator James Phillips (Cherryl Beveridge, Andres Colman)
-



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Rob Lamph, Assistant Treasurer

TITLE:

Investment Report - Fourth Quarter 2023

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion.

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The investment report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

DISCUSSION:

As of December 31, 2023, the benchmark return (Fed Fund Rate) was (5.33%). Investment returns in the State of Utah's Public Treasurer's Investment Fund (PTIF) (5.47%), and Zions Corporate Trust (5.47%) were above the benchmark. Chandler Asset Management (4.71%) and the overnight account at Zions Bank (5.10%) did not exceed the benchmark return.

The blended portfolio return rate for the quarter was 5.14%, which did not exceed the benchmark rate due to long term investment strategy and the increased interest rate environment we are currently experiencing.

All investments are in accordance with the State Money Management Act.

ALTERNATIVES:

The Treasurer could continue to increase investments and extend the duration of the Chandler Investment Portfolio further than 5 years to ensure continued returns, but that strategy would forego the advantages of the higher rate portfolios like PTIF, and the overnight investment rate at Zions Bank.

FISCAL IMPACT:

Investments through 4th QTR 2023 earned UTA \$25,418,393. The investment income budget for 2023 is \$7,250,000.

ATTACHMENTS:

Investment Report - Fourth Quarter 2023

Utah Transit Authority

Investment Portfolio

December 31, 2023

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
Public Treasurer's Investment Fund		291,988,397			5.47%	\$ 15,379,237
Chandler Asset Management		232,275,774			4.71%	\$ 4,203,236
Zions Bank		\$ 24,576,153			5.10%	\$ 916,221
Zions Corporate Trust		17,346,434			5.47%	\$ 4,919,699
Total Investments		\$ 566,186,758			5.14%	\$ 25,418,393

Rates as of Last Trading Day of

	<u>October</u>	<u>November</u>	<u>December</u>
Public Treasurer's Investment Fund	5.43%	5.49%	5.48%
Chandler Asset Management	5.11%	4.71%	4.31%
Zions Bank	5.09%	5.09%	5.11%
Zions Corporate Trust	5.43%	5.49%	5.48%
Fed Funds Rate	5.33%	5.33%	5.33%
3 Month T-Bill	5.33%	5.25%	5.20%

*Benchmark Return is the highest of either the 3 Month T-Bill rate or the Fed Funds rate.

Securities Purchased Outside of Investment Portfolio

October 1 through December 31, 2023

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Securities Sold Outside of Investment Portfolio

October 1 through December 31, 2023

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						
		\$ -				\$ -



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/28/2024

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

TITLE:

Discretionary Grants Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

This grant update is providing information on grants that have not been selected, have been submitted waiting selection and those that have been selected for award but have not yet been obligated in a grant agreement. There are 11 grants that are awaiting selection and 8 grants have been selected for award.

DISCUSSION:

Gregg Larsen, UTA Manager of Grant Services will give an update on grants currently selected for award and grant submittals.

ALTERNATIVES:

N/A

FISCAL IMPACT:

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

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Amanda Salmon, ADA compliance Officer

TITLE:

R2024-02-03 - Resolution Approving the Amended Charter for the Committee on Accessible Transportation

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve resolution R2024-02-03 to adopt the amended Charter for the Committee on Accessible Transportation (CAT)

BACKGROUND:

According to the currently adopted Committee on Accessible Transportation (“CAT”) Charter, the Utah Transit Authority (“UTA”) formed the “CAT” to offer recommendations and assistance to UTA on accessibility issues related to UTA’s facilities, equipment, routes, plans, and programs. UTA intends the CAT to provide the mechanism to ensure participation of individuals with disabilities in the continued development and assessment of transit services to persons with disabilities. The CAT is also intended to provide broad representation of the disability and senior communities.

The CAT Charter, as amended from time-to-time, requires approval and adoption by the Board of Trustees. The Charter was last updated in October 2019 by resolution R2019-10-06. The CAT Committee met on January 8, 2024 and approved a motion to recommend the proposed Charter amendments to the Board of Trustees for adoption.

DISCUSSION:

To ensure broad representation, as well as efficient operation of the CAT Committee, it is proposed that the

UTA Board of Trustees adopt an updated Charter for the CAT which incorporates the following revisions:

1. The replacement of gender specific language.
2. Increased autonomy in selection of meeting times as to better fit community member schedules to allow for greater participation.
3. Clarification on Open Meeting requirements pertaining to the Committee.
4. Update to the "Board of Trustees Participation" section to more accurately reflect their involvement in the Committee.

Description of the subcommittees revised.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution R2024-02-03, including the amended CAT Charter as an exhibit

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE AMENDED CHARTER FOR THE
COMMITTEE ON ACCESSIBLE TRANSPORTATION**

R2024-02-03

February 28, 2024

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

WHEREAS, the Board of Trustees of the Authority previously created the Committee on Accessible Transportation (“CAT Committee”) and last renewed its charter on October 30, 2019 in Resolution R2019-10-06; and

WHEREAS, the purpose of the CAT Committee is to offer recommendations and assistance to UTA on accessibility issues related to UTA’s facilities, equipment, routes, plans, and programs; and

WHEREAS, the CAT Committee met on January 8, 2024 and recommended amendments to the CAT Charter to clarify meeting organization, replace gender specific language and define the Board representative role on the CAT Committee; and

WHEREAS, the Board of Trustees of the Authority desires to adopt an amended Charter for the CAT Committee, attached as Exhibit A.

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

1. That the Board of Trustees hereby approves the amended Charter for the Committee on Accessible Transportation, attached as Exhibit A.
2. That this Resolution and the Charter as approved shall remain in effect until amended or superseded by further resolution.
3. That this Resolution supersedes Resolution R2019-10-06.
4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 28th day of February 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...
Legal Counsel

Exhibit A

COMMITTEE ON ACCESSIBLE TRANSPORTATION CHARTER

CHARTER FOR THE
COMMITTEE ON ACCESSIBLE TRANSPORTATION (CAT)
UTAH TRANSIT AUTHORITY

Updated by the CAT: January 8, 2024
Adopted by UTA Board of Trustees: _TBD

I. Purpose

The Utah Transit Authority (“UTA”) formed the Committee on Accessible Transportation (“CAT”) to offer recommendations and assistance to UTA on accessibility issues related to UTA facilities, equipment, routes, plans, and programs. The CAT provides an important mechanism to ensure participation of individuals with disabilities in the continued development and assessment of transit services to persons with disabilities. The objective of the CAT is to offer advice to UTA on ways to provide access to fixed route, rail services, and complementary paratransit service for people functionally not able to use the fixed route system. The CAT provides broad representation of the disability and senior communities, as well as representation of UTA.

II. Membership

A. Voting members.

1. Voting members on the CAT may include:
 - a. Individuals with disabilities and parents or guardians of individuals with disabilities.
 - b. Representatives from organizations that provide service to, or work with, individuals with disabilities.
 - c. Advocates of and for individuals with disabilities and other appropriate individuals.
 - d. Representatives from the senior community.
2. The CAT consists of no more than thirteen (13) voting members with at least one (1) voting member representing each of the following membership categories:
 - a. Blind/Visually Impaired
 - b. Deaf/Hearing Impaired
 - c. Physical Disabilities, including Mobility Impairments
 - d. Intellectual, Developmental, and Learning Disabilities
 - e. Mental Health Disabilities
 - f. Multiple Disabilities
 - g. Seniors
 - h. Military Veterans
3. Every effort will be made to ensure that the membership of the CAT committee also includes representatives from the various counties in which UTA provides service.
4. If there are not enough applications submitted for individuals to represent membership openings in each category, the CAT may by majority vote determine to fill the remaining open positions with individuals qualifying under one (1) or more of categories in II.A.2.a.- through h., if there are such applications submitted.

- B. Non-voting members. There will be one (1) non-voting member representing each of the following UTA positions, business units, or offices:

1. UTA Board of Trustees
 2. UTA Fixed Route Business Units
 3. UTA Paratransit Operations
 4. UTA Light Rail Services (TRAX)
 5. UTA Commuter Rail Services (FrontRunner)
 6. UTA Paratransit Customer Support
 7. UTA Mobility Management, which may include Travel Training personnel
 8. UTA Americans with Disabilities (ADA) Compliance Officer as Staff Liaison to the CAT
 9. UTA Staff as Secretary to the CAT
- C. Membership Terms.
1. The term of office of voting members shall be two (2) years, starting on August 1 and ending on the last day of July of the second year of the two-year term.
 2. A voting member may be appointed for two (2) consecutive two-year terms.
 3. Former CAT members interested in serving additional terms on the CAT may reapply for membership after taking at least a one (1) year leave from CAT membership.
- D. Applications for Membership.
1. Before or during April of each year in which positions as voting members of the CAT will be available during the upcoming membership year, the UTA Staff Liaison to the CAT shall prepare and disseminate a recruitment announcement.
 2. Current CAT members are encouraged to assist in recruiting new members.
 3. CAT membership is open to individuals living in any part of UTA's service area.
 4. Applications are posted on the UTA website and provided by the UTA staff liaison on request to interested individuals.
 5. The application form includes the applicant's name, address, phone number, membership category representation, and reasons for wanting to serve on the CAT.
 6. A member whose first two-year term is ending must submit an application to be considered for a second term.
 7. Former CAT members who have not been voting members for at least one (1) year and are interested in being considered again for CAT membership must submit an application to be considered for an additional term.
 8. Applications for membership must be received by and reviewed in May of each year and new members selected by the Planning & Community Outreach subcommittee in June of each year.
- E. Membership Selection.
1. The Planning and Community Outreach Subcommittee reviews the applications received, conducts interviews, and selects new voting members annually to fill available positions.
- F. Attendance.
1. Each CAT member is expected to attend all meetings and perform other assignments as directed by the CAT.
 2. If a member is absent from three (3) meetings, either regular CAT meetings, subcommittee meetings, or any combination thereof between August 1 and July 31, the individual is no longer eligible for membership on the CAT.
- G. Election of Chair for Full CAT Committee.

1. The Planning and Community Outreach subcommittee surveys voting members in March for nominations for Chair.
 2. Nominations are accepted by the Planning and Community Outreach subcommittee until the close of business on the Friday preceding the April meeting of the full CAT committee.
 3. The Chair of the CAT is elected by secret ballot by a majority of the voting members at the April meeting of the full CAT committee.
 4. The Chair may not serve in that position for more than two (2) one-year terms or until their successor is elected to that position.
- H. Election of Chair for Each Subcommittee.
1. Members of each subcommittee elect a Chair during the annual CAT training held in August.
- I. Secretary.
1. UTA provides an employee to act as Secretary to the CAT.

III. Members' Duties and Responsibilities

- A. The CAT is a non-governing advisory committee that provides disability related consumer insight to UTA management and the UTA Board of Trustees on matters pertaining to accessible transportation services consistent with the Americans with Disabilities Act.
- B. Members of the CAT:
1. Promote community support for UTA accessible transportation systems.
 2. Attend and participate in CAT meetings and accept subcommittee assignments as requested.
 3. Make recommendations for UTA policies and procedures regarding accessible transportation, the CAT charter, and CAT subcommittee procedures.
 4. Review UTA proposals for accessible transportation services and provide input on factors related to accessibility qualifications of proposals.
 5. Review accessibility of the fixed route bus and rail services, and provide suggestions for increased use of those services by persons with disabilities.
 6. Review appropriate use of UTA paratransit service and provide suggestions for increased effectiveness.
 7. If needed, provide recommendations of external stakeholders to include in discussion of various service specifications and technical aspects of the system.
 8. Assist with the recruitment of new CAT members.
 9. Plan, attend, and participate in the annual ADA celebration.
 10. Participate in disability sensitivity training for UTA employees.

IV. Subcommittees

- A. There are three (3) subcommittees of the CAT:
1. Executive
 2. Planning and Community Outreach and
 3. Services.
- B. UTA's ADA Compliance Officer assigns CAT members to subcommittees with consideration given to each members preferences.
- C. Annually, each subcommittee elects leadership to include at least a chair.
- D. Executive Subcommittee.

1. The Executive Subcommittee consists of the chair of the full CAT committee, as well as the chair of each of the Planning and Community Outreach and Services subcommittees.
 2. The executive subcommittee meets, as needed, to:
 - a. Review goals of the CAT
 - b. Resolve membership issues, and
 - c. Coordinate resources to support all subcommittees.
- E. Planning and Community Outreach Subcommittee.
1. The Planning and Community Outreach Subcommittee is responsible for CAT membership, leadership elections, planning the annual ADA celebration, and reviewing the CAT charter.
 2. This subcommittee may give advice to UTA on providing information to the general public, advocacy organizations, and others about UTA's accessible services as well as UTA's efforts to meet and exceed accessibility goals.
 3. This subcommittee helps with selecting members of the CAT, as well as the larger disability community, to participate on UTA's paratransit eligibility appeals panel and supports efforts to organize training for new panel members.
 4. This subcommittee works with all of UTA, as needed, to complete subcommittee goals.
- F. Services Subcommittee.
1. The Services subcommittee is responsible for providing feedback on all of UTA services and programs, including fixed route bus, rail, and paratransit services, as well as the general direction for UTA on issues related to accessibility.
 2. To assure accessibility, non-discrimination, and program efficiency, the Services subcommittee may review and provide recommendations on a broad range of topics including:
 - a. Services changes (e.g., routes, stops);
 - b. UTA policies and procedures;
 - c. Project designs;
 - d. Equipment and vehicles (e.g., buses and train cars);
 - e. Alternate funding sources;
 - f. Fares, including new fare cards and fare policy;
 - g. Service expansion;
 - h. Paratransit eligibility and related appeals; and
 - i. Other changes to UTA services and programs.
 3. The Services subcommittee is responsible for reviewing the Paratransit Riders Guide at least every three (3) years.

V. Officers' Duties

- A. The Chair for the full CAT committee:
1. Provides input on agendas for meetings of the full CAT.
 2. Presides at and facilitate all meetings of the CAT and Executive Subcommittee.
 3. Ensures that all recommendations of the CAT are shared.
 4. Is the spokesperson for the CAT.
 5. Gives general direction to the work of the CAT.
 6. With support from the ADA Compliance Officer, oversees the work of developing annual subcommittee goals and evaluating progress toward these goals.

7. Reports significant CAT accomplishments to the UTA Board of Trustees on an annual basis.
 8. Performs other duties as directed by the CAT with concurrence of UTA.
- B. The Chair of each subcommittee:
1. Provides input on agendas for subcommittee meetings.
 2. Presides at and facilitates subcommittee meetings.
 3. Ensures that all subcommittee recommendations are shared in full CAT committee meetings.
 4. Presides at and facilitates meetings at which the Chair of the full CAT committee is not present.
 5. Serves as the interim Chair of the CAT in cases where the individual elected to be the Chair of the CAT can no longer serve as the Chair.

VI. UTA Staff Liaison

- A. The UTA ADA Compliance Officer is the UTA staff representative (“Staff Liaison”) to work directly with the CAT.
- B. The Staff Liaison may engage other UTA staff or delegate assignments as necessary to other UTA staff, but the Staff Liaison is the primary point of contact for UTA and will maintain all responsibility for management, direction, and oversight of the CAT.
- C. The Staff Liaison is responsible for all correspondence with CAT members including, but not limited to, preparing meeting agendas, taking meeting minutes, arranging for meeting space and meals as necessary.
- D. The Staff Liaison is responsible to provide timely reports and feedback to the CAT on all subjects, tasks, and projects which the CAT has been asked to engage.

VII. Executive Director Participation.

- A. The UTA Executive Director or their designee meets with the CAT at least one (1) time annually to give an update on the state of UTA.

VIII. Board of Trustees Participation

- A. The Chair of the UTA Board of Trustees appoints a Trustee representative to attend full CAT Committee meetings, as well as the annual ADA Celebration.
- B. In the event that the appointed Trustee representative is unable to attend a CAT meeting, efforts are made to have an alternative representative present on their behalf.
- C. Trustees who attend full CAT meetings are encouraged to share information regarding Board activities or decisions which may be of interest to members of the CAT.

IX. Meetings

- A. Schedule.
 1. The full CAT meets quarterly in January, April, and October at the UTA Administration Offices at Frontline Headquarters (FLHQ), 669 West 200 South, Salt Lake City, Utah, as agreed to by the CAT and UTA.
 2. In-person attendance is required for voting CAT members unless prior arrangements are made to attend virtually.
 3. The annual ADA celebration held each year in July takes the place of a full CAT committee meeting for the month of July.

4. Subcommittee meetings generally take place during the months of October, November, December, February, March, April, May, and June of each membership year.
 5. The date and time of subcommittee meetings is established each year during the annual CAT training based on subcommittee member availability.
 6. Participation in subcommittee meetings may take place either in-person or via conference call.
 7. New and returning CAT members must participate in a day-long training session each year at the beginning of the membership year.
- B. Agenda.
1. The UTA Staff Liaison to the CAT prepares and emails a proposed agenda to the Chair of the full CAT committee or subcommittee at least seven (7) calendar days prior to the next scheduled meeting of the full CAT committee or subcommittee.
 2. Upon approval by the Chair, a draft agenda is emailed to the members of the full CAT committee or subcommittee at least four (4) calendar days prior to the next scheduled meeting.
 3. The final agenda for the next scheduled meeting of the full CAT committee or subcommittee is published on UTA's website and posted at UTA's Frontline Headquarters at least three (3) calendar days prior to the next scheduled meeting.
- C. Rules of Order.
1. Business of the CAT is transacted in accordance with *Roberts Rules of Order, Newly Revised*.
- D. Quorum.
1. A majority of all voting members of the CAT must be present to constitute a quorum for the transaction of business.
 2. No business of the CAT is transacted except at a meeting at which a quorum is present.
 3. If less than a quorum of the CAT is present, a majority of those present may vote for adjournment.
- E. Minutes.
1. The Secretary to the CAT prepares minutes of each meeting.
 2. A draft of the minutes is sent to the CAT members following the meeting.
 3. Corrections to the minutes are accepted at the next meeting.
- F. Alternate Format.
1. Every effort is made to have all documents, agendas, minutes, and handouts provided in the appropriate and requested alternate format as requested by a CAT member.
 2. The alternate format is provided at least three (3) calendar days prior to a meeting.
- G. Public Participation.
1. Members of the public are welcome to attend CAT meetings.
 2. Meeting minutes and recordings of all CAT meetings are available upon request.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Travis Colledge, Project Manager III

TITLE:

Contract: Operator Relief Rooms Prefab Building Installation (Cal Wadsworth Construction Company, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Cal Wadsworth Construction Company, LLC in the amount of \$2,260,181 for the construction and installation of five driver relief locations in current UTA system locations: Farmington Station, Fashion Place West Station, Jordan Valley Station, Midvale Center Station and Midvale Fort Union Station.

BACKGROUND:

These include furnishing and installing 5 prefabricated restroom buildings; removals as needed including saw cutting and removal of sidewalk and pavement, tree removals and excavation; obtain required permits; connections to power, water and sewer; site work including building pad prep work, grading and flatwork; furnishing and coordinating placement of prefabricated buildings, connections to utilities, and activation of building; and providing required traffic control, to be approved by corresponding municipality, for each location. The five station locations are as follows:

- Farmington Station: 450 N 850 W, Farmington
- Fashion Place West Station: 222 W Winchester St, Murray
- Jordan Valley Station: 3400 W 8600 S, West Jordan
- Midvale Center Station: 95 W 7720 S, Midvale
- Midvale Fort Union Station: 180 W 7250 S, Midvale

DISCUSSION:

Original procurement went out in Summer of 2023. The solicitation only had one bidder and was deemed by the selection committee to be not qualified at the time of submission. UTA made some adjustments to the bid requirements and went out for bid a second time in November 2023, which resulted in receiving proposals from 4 contractors. The five locations are a priority to getting out into the system as expediently as possible. The contract work is anticipated to be completed for all five locations by late summer/early fall.

CONTRACT SUMMARY:

Contractor Name:	Cal Wadsworth Construction Company, LLC
Contract Number:	23-03797VW
Base Contract Effective Dates:	02/28/2024 through 12/31/2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$2,260,181
Procurement Method:	RFP
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Construction of these five relief locations represent part of a system-wide improvement necessity to improve the stop locations for driver operators. Additional locations are completing design and other locations are planned to move to construction as expeditiously as possible.

FISCAL IMPACT:

Approved 2024-2028 capital plan includes funding in MSP 240 and SGR 409 for construction of these facilities.

ATTACHMENTS:

Contract

CONSTRUCTION SERVICES AGREEMENT

23-03797VW

Operator Relief Rooms Prefab Building Installation

This Construction 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 Cal Wadsworth L Wadsworth Construction Company LLC. (“Contractor”).

RECITALS

- A. UTA desires to hire Contractor for Operator Relief Rooms Prefab Building Installation per the Specifications and Bid Schedule included in the RFP.
- B. On November 2, 2023, UTA issued Request for Proposal Package Number 23-03797VW (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. 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.
- D. 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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

- a. 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 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect

until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than **December 31, 2024**. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones, progress billing, monthly billing, 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 Construction Services Agreement
 2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
4. 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 Construction Services;

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions, exhibits, and attachments.
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions.

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

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to Travis Colledge, PM at tcolledge@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 Travis Colledge, PM at tcolledge@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 Travis Colledge, PM at tcolledge@rideuta.com.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

10. USE OF SUBCONTRACTORS

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

11. 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.

Cal Wadsworth, President.

12. 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 subcontractors utilized in the performance of the Work at any tier.

13. 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:
 - 1. Information already in the public domain.
 - 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 - 3. Information developed by or in the custody of Contractor before entering into this Contract.
 - 4. Information developed by Contractor through its work with other clients; and
 - 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

14. 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.

15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Special Provisions

18. 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.

19. 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.

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions

21. 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.

22. 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.

23. 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.

24. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: Vicki Woodward
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:

Cal Wadsworth L Wadsworth Construction Company LLC.
Cal Wadsworth, President
392 E 12300 S, Suite F
Draper, UT, 84020

- a. 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.
- b. Notwithstanding the above, 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.

25. CONTRACT ADMINISTRATOR

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

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision

27. 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

28. NO THIRD-PARTY BENEFICIARY

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

29. 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.

30. 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.

31. 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.

32. 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.

33. AMENDMENTS

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

34. 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.

35. 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.

UTAH TRANSIT AUTHORITY:

By:
Jay Fox

Date:

**CALVIN L WADSWORTH
CONSTRUCTION COMPANY, LLC. :**

DocuSigned by:
Cal Wadsworth
713CEDD2E9A24DB...
Cal Wadsworth, President

Date:2/1/2024

Executive Director

Fed ID# 83-1509086

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 2/1/2024

Reviewed & Recommended

By:
Travis Colledge,
UTA Project Manager

Date:

Design and/or Construction Special Provisions

(To be used for RFPs and Contracts)

ARTICLE 1

General

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means this document.

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

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

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

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

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

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

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

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

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment

(including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Contractor's Services

2.1 General Services.

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

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

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

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

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

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and

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

- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to

use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 Construction Services.

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.
- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.
- 2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage,

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

- 2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.
- 2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

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

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

Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.
- 2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.
- 2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.
- 2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.
- 2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

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

- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.
- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3

Bond Requirements

3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:

3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.

3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and

3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 Hazardous Materials.

- 4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.
- 4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

4.2 Differing Site Conditions.

- 4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at

the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

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

ARTICLE 5

Payment

5.1 Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)

- 5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.
- 5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 Application for Payment.

- 5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.
- 5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.
- 5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens,

encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 Invoicing Procedures

5.31. Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to Travis Colledge, PM at tcolledge@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

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

5.4 Sales Tax Exemption

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

5.5 UTA's Payment Obligations.

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

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

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

Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 Contractor's Payment Obligations.

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 Substantial Completion.

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

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

- 5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.
- 5.7.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.8 Final Payment.

- 5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.
 - 5.8.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;
 - 5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;
 - 5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and
 - 5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.
- 5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6

Indemnification and Loss

- 6.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.
 - 6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any

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

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

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

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

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against

UTA, its officers, directors, employees, or agents, Contractor’s indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers’ compensation or disability acts.

6.4 Risk of Loss. Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

ARTICLE 7

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

6. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*
7. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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

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

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

Article 8.0

Health Insurance

Insurance Coverage for Employees.

- 8.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.
- 8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

Article 9.0

TIMELINESS

- 9.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.
- 9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.
- 9.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 10

Changes

10.1 **Change Orders.**

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

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

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

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

10.3 **Constructive Changes.**

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

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

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

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

10.4 Direction or Authorization to Proceed.

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

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

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

10.6 Contract Price Adjustments.

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

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

10.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

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

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

ARTICLE 11

Claims and Dispute Resolution

11.1 Claims.

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

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

11.2 Dispute Resolution.

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

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

- 11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.
- 11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

12.1 UTA's Right to Stop Work.

- 12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.
- 12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.
- 12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

- 12.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;
- 12.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and
- 12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

- 12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.
- 12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.
- 12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether

the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

- 12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.
- 12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.
- 12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.
- 12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

12.4 **Bankruptcy of Contractor.**

- 12.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- 12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and
- 12.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.
- 12.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 13

Value Engineering

13.1 Value Engineering Change Proposals.

- 13.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.
- 13.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.
- 13.1.3 Contractor must include the following information in any VECP:
- 13.1.3.1 A narrative description of the proposed change,

- 13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
- 13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;
- 13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;
- 13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;
- 13.1.3.6 Costs of development and implementation; and
- 13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

13.2 **Review and Approval of VECPs**

- 13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.
- 13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs.

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.

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

ARTICLE 14

Miscellaneous

- 14.1 **Confidential Information.** “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.
- 14.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor’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.
- 14.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.
- 14.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.
- 14.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.
- 14.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 14.7 **Attorneys Fees and Costs.** 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.
- 14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

- 14.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 14.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 14.12 **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.
- 14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

EXHIBIT A – SCOPE OF WORK

The Utah Transit Authority (“UTA”) is contracting to construct the proposed Operator Relief Rooms improvement projects (the “Project”). These include furnishing and installing 5 prefabricated restroom buildings; removals as needed including saw cutting and removal of sidewalk and pavement, tree removals and excavation; obtain required permits from Farmington City, Murray, City of West Jordan, and Midvale; connections to power, water and sewer; site work including building pad prep work, grading and flatwork; furnishing and coordinating placement of prefabricated buildings, connections to utilities, and activation of building; and providing required traffic control, to be approved by corresponding municipality, for each location. The five station locations are as follows:

- Farmington Station: 450 N 850 W, Farmington
- Fashion Place West Station: 222 W Winchester St, Murray
- Jordan Valley Station: 3400 W 8600 S, West Jordan
- Midvale Center Station: 95 W 7720 S, Midvale
- Midvale Fort Union Station: 180 W 7250 S, Midvale

UTA’s project manager for the Project is Travis Colledge. The designer for the Project is Focus Engineering and Surveying, LLC. HNTB is providing Program Management services to UTA for the Project. The contractor is expected to work with stakeholders including cities and utilities companies as needed.

The prefabricated restroom buildings shall be CTX Prefabricated Santiago Model Building Number 22-019-3P, or approved equal, with two restrooms and one break room. No construction or fabrication shall begin until the Contractor has received approval of shop drawings, plans and other documents approved by the permitting authorities. No utility work shall begin until shop drawings have been approved and Contractor submits plans for review for utility connections.

General Project Description: General Contractor to furnish and install five prefabricated Operator Relief Rooms, including the following removals, sitework and traffic control. Contractor is responsible for obtaining required permits and approvals for this work.

1. Removals – Saw cutting & removal of existing sidewalk and pavement as needed, tree removal, and excavation.
2. Utilities – Coordinating with utility companies and providing connections needed for power, water, and sewer. Contractor is responsible for obtaining required permits and coordinating municipalities for inspections required.
3. Site work – Building pad preparation, grading, and flatwork. Contractor is responsible to ensure site work is complete prior to them scheduling delivery of the building.

4. Prefabricated Building – Submittal of shop drawings that include a climatized building for review and approval, fabricating and installation of the prefabricated buildings, connecting utilities, and activating buildings.
5. Traffic Control – Contractor is responsible for providing required traffic control at each location, along with approvals from corresponding municipality.

UTA's standard for Contractor's is to utilize UTA's Procore System. This includes construction submittals, request for information (RFI), invoicing, material certifications, inspections, daily logs, change orders, drawings, and specifications.

Environmental Documentation: The sites were reviewed for the improvements.

A soil management plan was prepared for the Jordan Valley Station as is attached in the appendix. From the pre-construction sampling, soil near SS-8 for the electrical line had lead level concentrations of 2,330 mg/kg, and therefore soil excavated for the electrical line trench 25 feet from each side of where SS-8 was collected and to the bottom of the excavation will need to be disposed of offsite at a non-hazardous waste disposal facility. Contractor is required to have a site-specific health and safety plan and 40-hr HAZWOPER training is required. The Fort Union Station site will require a fugitive dust control plan be submitted and approved prior to work commencing at that station.

Special Requirements: The Contractor is responsible for obtaining required permits including but not limited to land disturbance, encroachment and building permits, coordinating with utilities for required connections and obtaining approval from corresponding municipalities for traffic control approval and other approvals as needed.

As shown on the plans, the Jordan Valley Station site contains metals impacted soil. Site-specific health and safety training is required prior to construction and construction must comply with the soil management plan. See soil management plan for further details pertaining to handling of the soils and required disposal of contaminated soils off site.

OPERATOR RELIEF ROOMS

PREPARED FOR:
UTAH TRANSIT AUTHORITY
 LOCATED IN:
FARMINGTON, UT



VICINITY MAP



SITE MAP

Sheet List Table	
Sheet Number	Sheet Title
FARMINGTON STATION	
C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
FASHION PLACE WEST STATION	
C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
JORDAN VALLEY STATION	
C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
MIDVALE CENTRAL STATION	
C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
FORT UNION STATION	
C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
C3.1	UTILITY PLAN
C3.2	UTILITY PLAN
APPENDIX	STANDARD DRAWINGS

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO FARMINGTON CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D), IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION AS THERE MAY BE TEXT OR DETAILS THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

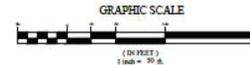
BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUESTED TO TAKE THE NECESSARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY TO CONTRACTOR'S AND MAY BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & IDEAS: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARE OF THESE PLANS.
- ALL CONTROL LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH ENGINEERING. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SITE ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS OBTAIN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE SUCCESFULLY THE DEFENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SUPERVISOR
 FOCUS ENGINEERING & SURVEYING, LLC
 694 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047
 (801) 852-9079
 PROJECT MANAGER: JASON WATSON
 SURVEY MANAGER: EVAN WOOD



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FOCUS
 ENGINEERING AND SURVEYING, LLC
 694 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047 TEL: (801) 852-9079
 www.focusllc.com

Submitted By: _____

UTA
 UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By:	WE
Drawn By:	SD
Checked By:	JW
Approved By:	

OPERATOR RELIEF ROOMS
FARMINGTON STATION
COVER SHEET

Code:	N.T.A.
CAD Filename:	C1 - COVER - PETA.dwg
Issued Date:	10/16/23
UTA Control No.:	24-00549W
Drawn No.:	C1

COMPLIANCE

1. ALL WORK TO CONFORM TO UTA, IDOT, CITY, AND APWA STANDARDS, SPECIFICATIONS, AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL. IF CONFLICTS ARE NOTED, CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO START OF CONSTRUCTION.

PERMITTING AND INSPECTIONS

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PAY FOR AND ENSURE ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES. UTA WILL PAY FOR IMPACT FEES.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTOR AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY, OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

COORDINATION AND VERIFICATION

1. ALL DIMENSIONS, GRADES AND UTILITY DEPTHS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ENGINEER. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BEGGINING AND BEING UP ANY QUESTIONS FOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
2. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES INCLUDING BUT NOT LIMITED TO LANDSCAPE PLANS, SITE ELECTRICAL, SITE LIGHTING, AND ELECTRICAL SERVICE TO THE BUILDINGS, ETC., NOT SHOWN ON CIVIL PLANS.

SAFETY AND PROTECTION

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHOD OF CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT THEIR OWN EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE, AND LIMITS OF TRENCH EXCAVATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNERS FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF PEDESTRIANS AND VISITORS. ALL CONSTRUCTION SIGNS, BARRICADES, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
8. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL, ACCORDING TO GOVERNING AGENCY STANDARDS.
10. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION, AND SUBMIT A STORM WATER POLLUTION PREVENTION PLAN.
11. WORK IN PUBLIC STREETS, ORCE BEGINS, SHALL BE PROTECTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING REFINARIES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
13. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL REVIEW AND COMPLY WITH THE UTA SAFETY MANUAL.

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Submitted By: _____



Approved By: _____

MATERIALS

1. SITE CONCRETE SHALL BE A MINIMUM 45 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5% TO 7% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATIONS.
2. SLAB ON GRADE WILL BE TYPICALLY SLOPED 1/4" PER DEPTH AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SLOPING WILL BE PLACED TO PREVENT RANDOM CRACKING. FILL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION, AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
3. CONCRETE WATER REDUCERS, CURERS, AND SETTERS, ETC. WILL TYPICALLY BE SCORED 1/4" PER DEPTH AT INTERVALS NOT TO EXCEED 12 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
4. UNLESS OTHERWISE NOTED, ALL SLAB ON GRADE WILL HAVE A MINIMUM 6" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
5. UNLESS OTHERWISE NOTED, A 6" LAYER OF PORTLAND CEMENT CONCRETE 6" FOR BUS TRAFFIC AREAS) SHALL BE PLACED OVER A MINIMUM OF 6" UNTREATED ROAD BASE OVER A WELL COMPACTED 10% SUBGRADE. UNLESS OTHERWISE NOTED, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 8% MINIMUM OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 7% ABOVE OR 1% BELOW OPTIMUM.
6. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "WET".
7. ALL JOINTS (CONTROL, CONSTRUCTION, OR EXPANSION, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT (SEE SPECIFICATIONS).
8. CONCRETE REPAIRS SHALL MEET FARMINGTON CITY STANDARDS. SEE STANDARD PLAN NO. 231-SP.

2. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 1" OVER 8" OF COMPACTED 10% ROAD BASE OVER 10" GRANULAR SUBGRADE OVER 10% SUBGRADE FOR BUS TRAFFIC, 4" MAXIMUM SLUMP WITH 5% TO 7% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATIONS.
3. ASPHALTIC CONCRETE SHALL BE 1/2" MINUS MAX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
4. ASPHALTIC CONCRETE PAVEMENT TO BE 1/4" ABOVE LIP OF ALL OUTER (EXCEPT SLIP AND COLLAR CURBS) AFTER COMPACTION.
5. THICKNESS OVER 2" WILL BE LIFT IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 5/8" MINUS DESIGN.

UTILITIES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POT-HOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY THEIR WORK.
3. CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POT-HOLING A MINIMUM OF 30 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNATED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKES MUST BE ASSUMED AS APPROXIMATE. REQUIRE FIELD VERIFICATION.
5. FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
6. ALL STORM DRAIN LINES AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
7. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUDED SMOOTH WITH A NON-SKID, GRIT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
8. NO CHANGES IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
9. ALL STORM DRAIN AND SEWER CONDUITS, MANHOLES, AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DEBT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
10. CONTRACTOR IS RESPONSIBLE FOR THE COST AND SCHEDULING OF REQUIRED UTILITIES TO THE PROJECT.
11. ALL WATER LINES SHALL BE INSTALLED PER FARMINGTON CITY STANDARDS. STANDARD PLAN NO. 231-SP FOR WATER SERVICE CONNECTION.

AMERICANS WITH DISABILITIES ACT

1. PREEXISTING ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
 - ROUTES SHALL HAVE A 2.0% (1:50) MAXIMUM CROSS SLOPE.
 - ROUTES SHALL HAVE A 4.0% (1:25) MAXIMUM SLOPE.
 - RAMPS SHALL HAVE A 8.3% (1:12) MAXIMUM SLOPE.
2. ADA PARKING SPACES AND ACCESSIBLE ROUTES SHALL HAVE A 2.0% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADDRESS TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY CONSTRUCTION.

GRADING/SOIL

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
2. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED 95% OF MOISTURE PROPORTION MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 90% MINIMUM OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 7% ABOVE OR 1% BELOW OPTIMUM.
3. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, AND/OR OTHER UTILITIES. THE DEPTH OF ALL UTILITIES SHALL BE DETERMINED BY THE ENGINEER.
4. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL COORDINATE WITH ALL GOVERNING AGENCIES FOR ALL PERMITS AND BONDS REQUIRED FOR CONSTRUCTION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSPECTION AND REVIEW OF WORK.
2. CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY, INCLUDING BUT NOT LIMITED TO TRAFFIC AND SHORING, TRAFFIC CONTROL, AND SECURITY.
3. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN UP-TO-DATE "AS-BUILT" DRAWINGS THROUGHOUT THE PROJECT. THESE DRAWINGS SHALL BE PROVIDED TO THE OWNER UPON COMPLETION OF THE PROJECT.
4. CONTRACTOR IS CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS IS BASED ON RECORDS OF UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES AND SERVICE LATERALS AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO THE UTILITY DURING CONSTRUCTION.
5. THE CONTRACTOR WILL VERIFY LOCATIONS OF UTILITIES IN THE FIELD BY POT-HOLING A MINIMUM 100 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGN PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POT-HOLE UTILITIES, THE CONTRACTOR SHALL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER.
6. CONTRACTOR SHALL TAKE THE NECESSARY MEASURES TO PROTECT ALL FACILITIES (E.P.P.S., STRUCTURES, ETC.) DURING CONSTRUCTION UNTIL THE DESIGN GRADE AND COVER HAS BEEN ATTAINED AND WORK HAS BEEN ACCEPTED.
7. CONTRACTOR SHALL VERIFY ALL EXISTING PROJECT MONUMENTS AND CONTROL AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL MAINTAIN OR RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EMISSION CONTROL, 24 HOURS PER DAY UNTIL VEGETATION IS ESTABLISHED, AND MAINTAIN UNIMPEDED ACCESS ROAD MAINTENANCE IN ACCORDANCE WITH CITY STANDARDS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY TRAFFIC CONTROL DURING THE CONSTRUCTION OF THE PROJECT UNTIL WORK IS APPROVED AND ACCEPTED BY OWNER.
10. CONTRACTOR WILL BE RESPONSIBLE FOR THE COST AND SCHEDULING OF ALL QUALITY CONTROL INSPECTIONS, TESTING, AND SAMPLING AS OUTLINED IN THE PROJECT SPECIFICATIONS.
11. UTA WILL PROVIDE QUALITY ASSURANCE FOR PROJECT.

UTILITY CONTACTS

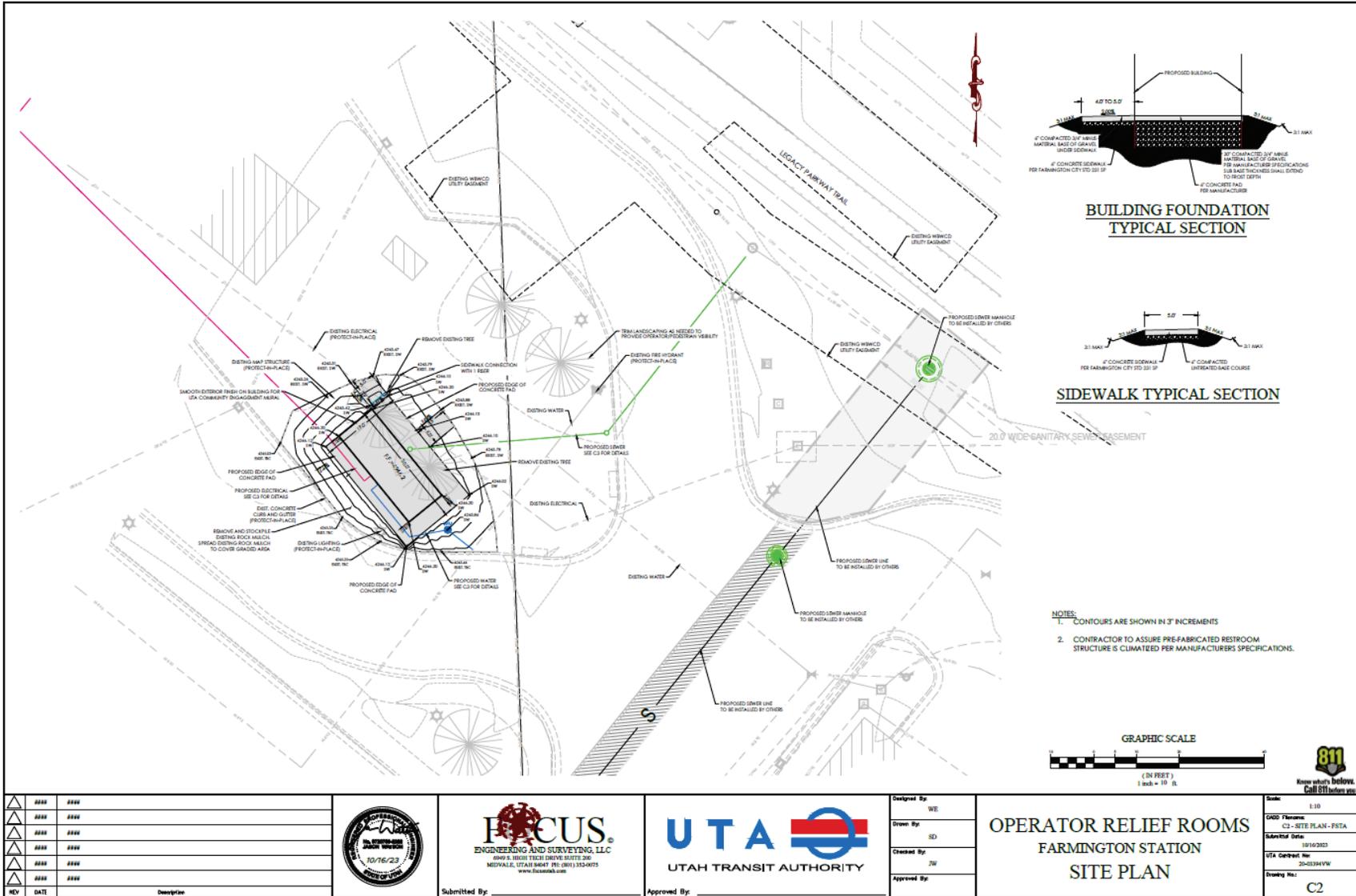
COMPANY NAME	CONTACT NAME	PHONE	EMAIL
BECHTEL/BEAUBAIRD	STEPHEN LIPPERTHE	435-837-5140	SLIPPERT@BECHTEL.COM
BRECHLAND WATER SERVICE BASIN AREA	SCOTT BARRELL	801-451-4106	SBARRELL@BRECHLANDWATER.COM
COCA-COLA	NORTHERN UT	435-224-2200	MARK.BELMONT@COCA-COLA.COM
CENTRAL DATA SERVICE CENTER	674-20556	801-941-4106	IRIS@CDSUT.COM
COFFEEVILLE LOCAL NETWORK	ROBERT VIEHL	801-534-0518	ROBERT.VIEHL@COFFEEVILLELOCAL.COM
FARMINGTON CITY	MARK WASHINGTON	801-451-2824	MARK.WASHINGTON@FARMINGTON.UTAH.GOV
FERTILITY/UTEL TELECOM	GRANTON DALMOPH	801-450-1940	GRANTON.DALMOPH@FERTILITY.COM
HULLY SENEBO PARTNERS	DAVIDE BUSH	435-229-0670	DAVIDE.BUSH@HULLYSENEBO.COM
PHILLIPS 66 PIPELINE L&L	COLT FARLEY	801-299-3625	COLT.FARLEY@PHILLIPS.COM
BONNIE MOUNTAIN POWER - LAYTON	JORGE SEMBRINO	801-324-3070	JORGE.SEMBRINO@BONNIEPOWER.COM
STORVICK METERING	ALBERT MARR	801-629-3038	ALBERT.MARR@STORVICK.COM
UDOT BIDDING 1	AUSTIN LAMAR	801-619-5864	AUSTIN.LAMAR@UDOT.UTAH.GOV
UTORFA	DAKOTING WU	801-619-5864	DAKOTING.WU@UTORFA.UTAH.GOV

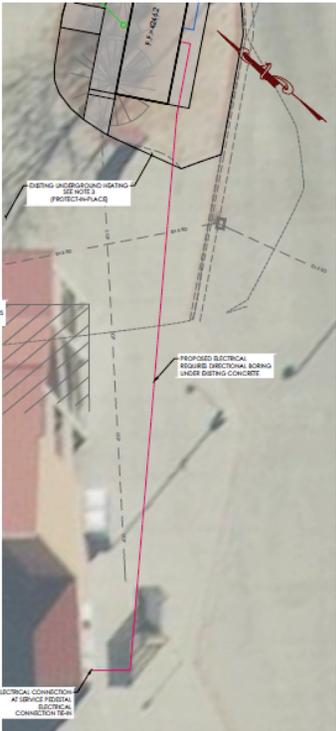
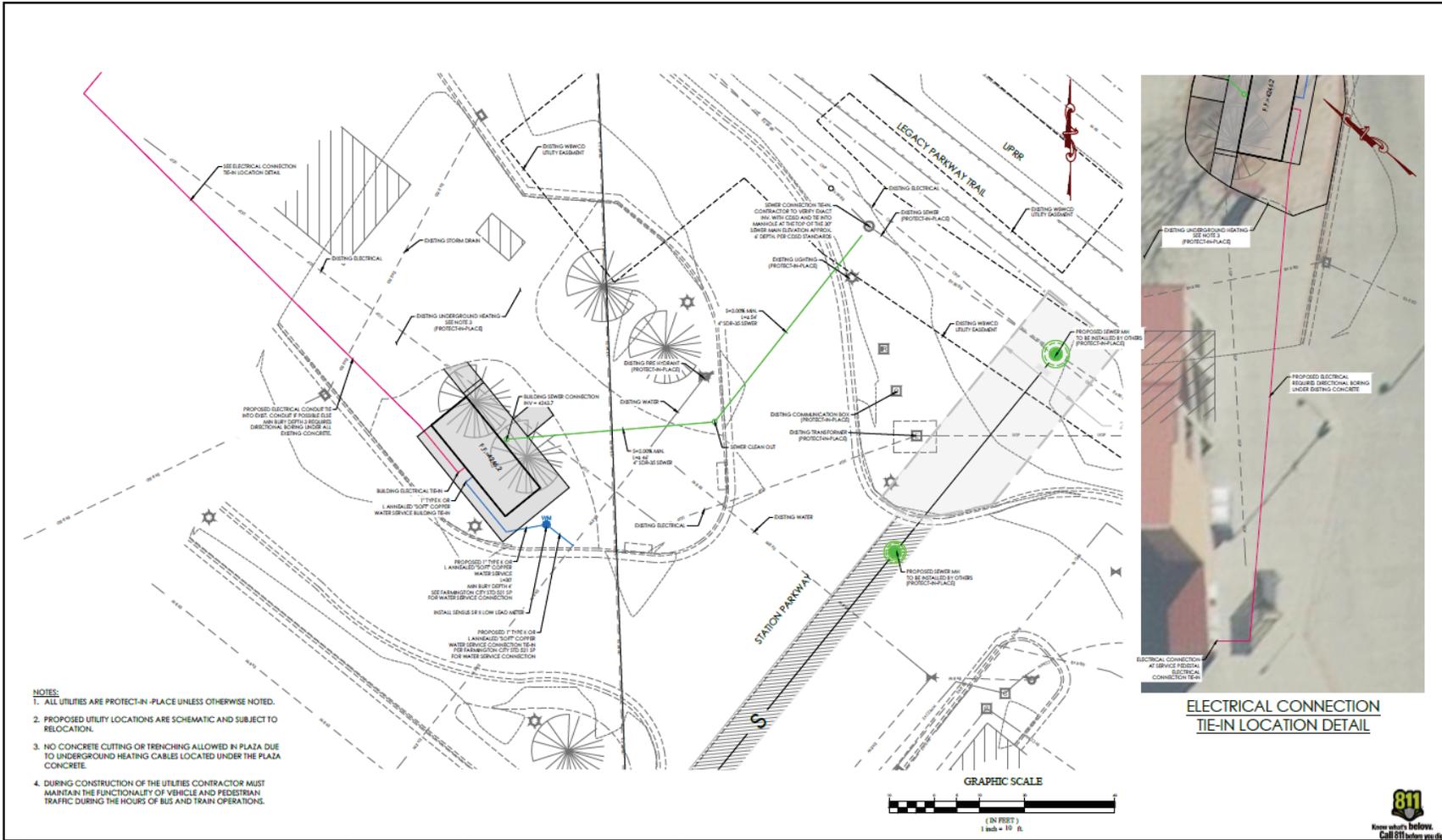


Designed By:	WE
Drawn By:	SD
Cheeked By:	JW
Approved By:	

**OPERATOR RELIEF ROOMS
FARMINGTON STATION
GENERAL NOTES**

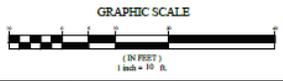
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Sheet# of #:	10/16/2023
UTL Content No.:	20-03549W
Drawing No.:	C1.1





ELECTRICAL CONNECTION TIE-IN LOCATION DETAIL

- NOTES:**
1. ALL UTILITIES ARE PROTECT-IN-PLACE UNLESS OTHERWISE NOTED.
 2. PROPOSED UTILITY LOCATIONS ARE SCHEMATIC AND SUBJECT TO RELOCATION.
 3. NO CONCRETE CUTTING OR TRENCHING ALLOWED IN PLAZA DUE TO UNDERGROUND HEATING CABLES LOCATED UNDER THE PLAZA CONCRETE.
 4. DURING CONSTRUCTION OF THE UTILITIES CONTRACTOR MUST MAINTAIN THE FUNCTIONALITY OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE HOURS OF BUS AND TRAIN OPERATIONS.



REV	DATE	Description



FOCUS
ENGINEERING AND SURVEYING, LLC
6045 HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 TEL: (801) 352-0075
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Designed By: WE
Drawn By: SD
Checked By: JW
Approved By:

**OPERATOR RELIEF ROOMS
FARMINGTON STATION
UTILITY PLAN**

Scale: 1:10
CDD Filename: C3-UTILITY PLAN - FSTA
Submitted Date: 10/16/2023
UTA Contract No: 20-03344VW
Drawing No: C3

OPERATOR RELIEF ROOMS

PREPARED FOR:
 UTAH TRANSIT AUTHORITY
 LOCATED IN:
 MURRAY, UT



VICINITY MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

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APPENDIX	STANDARD DRAWINGS

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO MURRAY CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SUEVY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION AS THERE MAY BE TEXT OR DETAILS THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

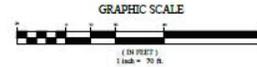
BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONCRETS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONCRETS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS RESPONSIBILITY SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE ENGINEER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH CONTOURS. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILDOUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
 FOCUS ENGINEERING & SURVEYING, LLC
 8445 S. 15001 TRUCK DRIVE SUITE 200
 MIDVALE, UT 84047
 (801) 552-0075
 PROJECT MANAGER: JASON WALTON
 SURVEY MANAGER: EVAN WOOD



REV	DATE	DESCRIPTION



FOCUS
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 www.focusllc.com

UTA
 UTAH TRANSIT AUTHORITY

Designed By:	WE
Drawn By:	ED
Checked By:	JW
Approved By:	

OPERATOR RELIEF ROOMS
 FASHION PLACE WEST STATION
 COVER SHEET

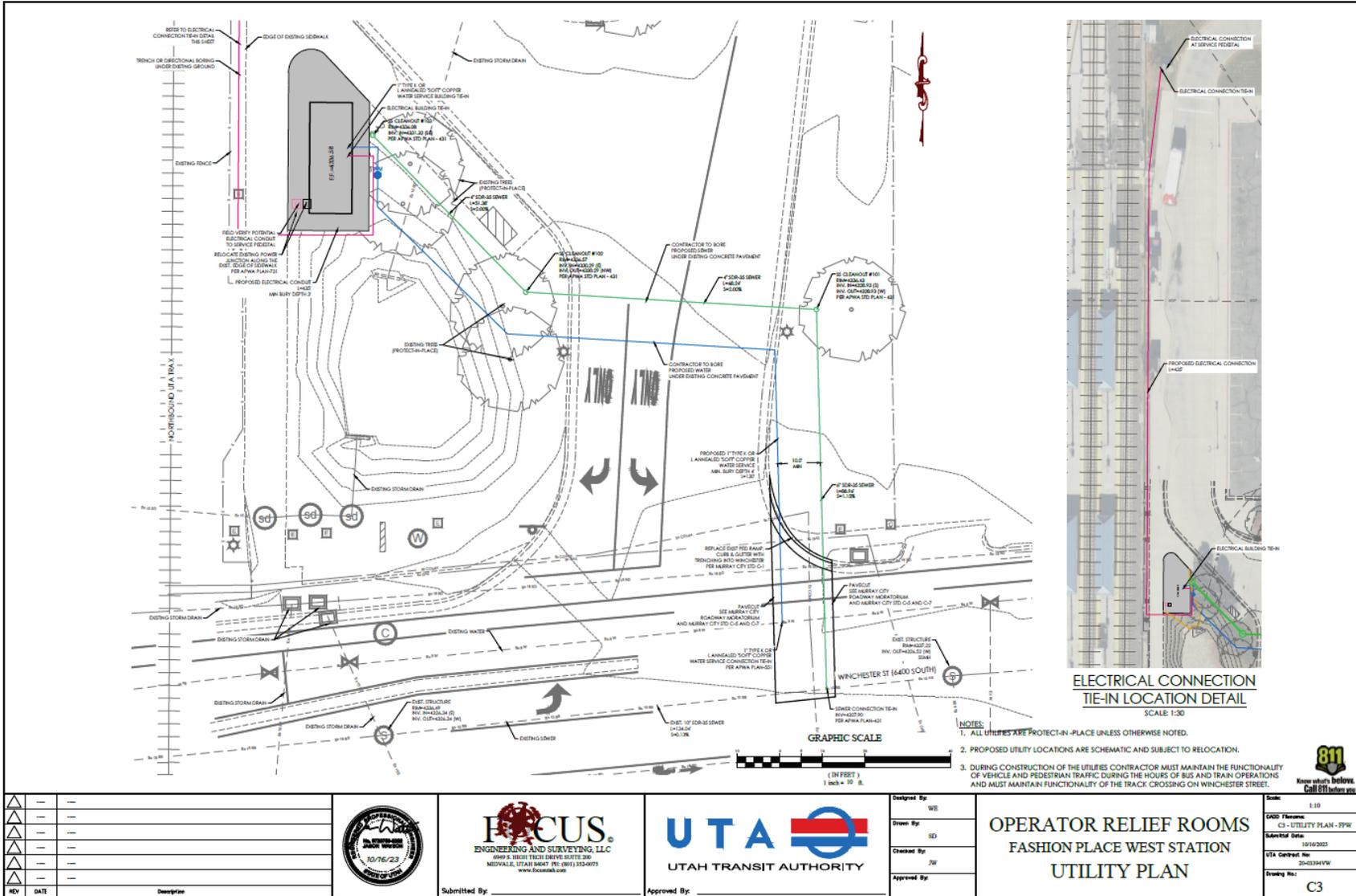
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CAD File Name: C1 - COVER - FPW

Submitted Date: 10/16/23

UTA Contract No.: 20-03344VW

Drawing No.: **C1**



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FOCUS
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Designed By: WE
Drawn By: SD
Checked By: JW
Approved By:

OPERATOR RELIEF ROOMS
FASHION PLACE WEST STATION
UTILITY PLAN

Scale: 1:30
CADD Filename: C3 - UTILITY PLAN - FPW
Submit Date: 10/16/2023
UTAH Contract No.: 20-03194YW
Drawing No.: C3

OPERATOR RELIEF ROOMS

PREPARED FOR:
UTAH TRANSIT AUTHORITY
 LOCATED IN:
WEST JORDAN, UT



VICINITY MAP



SITE MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL CONSTRUCTION SHALL ADHERE TO WEST JORDAN CITY STANDARD PLANS AND SPECIFICATIONS.
4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER METHOD OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

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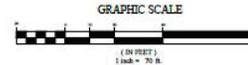
ENGINEER'S NOTES TO CONTRACTOR

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2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTIES. THAT THE CONTRACTOR SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FOR ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
4. ALL CONTROL LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTROLLED BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINESWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTROL IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. MOST ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THESE DRAWINGS COVER ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILDOUT OF THE INTENDED IMPROVEMENTS.

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APPENDIX	STANDARD DRAWINGS

CONTACTS

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 FOCUS ENGINEERING & SURVEYING, LLC
 6645 E 10301 TRAIL DRIVE SUITE 200
 MIDVALE, UTAH 84047
 (801) 352-9775
 PROJECT MANAGER: JASON WATSON
 SURVEY MANAGER: EVAN WOOD



REV	DATE	DESCRIPTION



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Designed By:	WE
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Approved By:	

OPERATOR RELIEF ROOMS
 JORDAN VALLEY STATION
 COVER SHEET

Scale:	
CAD File Name:	XXX
Issued Date:	01/16/2023
UTAH Contract No.:	23-03344VM
Drawing No.:	C1

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COMPLIANCE

1. ALL WORK TO CONFORM TO UTA, IDOT, CITY, AND APWA STANDARDS, SPECIFICATIONS, AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL. IF CONFLICTS ARE NOTED, CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO START OF CONSTRUCTION.

PERMITTING AND INSPECTIONS

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PAY FOR AND ENSURE ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES. UTA WILL PAY FOR IMPACT FEES.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUESTING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY, OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

COORDINATION AND VERIFICATION

1. ALL DIMENSIONS, GRADES AND UTILITY DEPTHS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE DRAWNER.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BEGIND UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
3. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO LANDSCAPE PLANS, SITE ELECTRICAL, SITE LIGHTING, AND ELECTRICAL SERVICE TO THE BUILDINGS, ETC., NOT SHOWN ON CIVIL PLANS.

SAFETY AND PROTECTION

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHOD OF CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHIELDING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT THEIR OWN EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE, AND LIMITS OF TRENCH EXCAVATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNERS FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLAGMANS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNALING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
8. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNMENT AGENCY STANDARDS.
10. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION, AND SURFACE STORM WATER POLLUTION PREVENTION PLAN.
11. WORK IN PUBLIC STREETS, ONCE BEGINS, SHALL BE PROTECTED TO COMPLETION WITHOUT DELAY AS TO MAINTAIN MINIMUM WALKWAY TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
13. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL REVIEW AND COMPLY WITH THE UTA SAFETY MANUAL.

MATERIALS

1. SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I @ 28 DAYS, 4" MAXIMUM SLUMP WITH 3% TO 7% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATIONS.
- A. SLABS-ON-GRADE WILL BE TYPICALLY SCHEDULED (14 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCHEDULING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT (DEEMED) TO BE FIXED, CHANGES IN DIRECTION, AND AT EQUAL INTERVALS NOT TO EXCEED 30 FEET.
- B. CONCRETE FOR CURBS, SIDEWALKS, MONOTIPS, CURBS AND GUTTERS, ETC. WILL TYPICALLY BE SCHEDULED (14 THE DEPTH) AT INTERVALS NOT TO EXCEED 12 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 12 FEET.
- C. UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 4" TURNED-UP EDGE TO HELP CONTROL FROST HEAVE.
- D. UNLESS OTHERWISE NOTED, A 6" LAYER OF PORTLAND CEMENT CONCRETE (4" FOR BUS TRAFFIC AREAS) SHALL BE PLACED OVER A MINIMUM OF 4" UNTRACED ROAD BASE OVER A WELL COMPACTED 4% SUBGRADE. UNTRACED ROAD BASE SHALL BE PLACED AGAINST ANY OBJECT (DEEMED) TO BE FIXED. EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED ANY "PLASTERED" FINISH OF NEW CONCRETE WILL BE DONE WITH IT. "BROOM" FINISH.
- E. ALL JOINTS (CONTRACT, CONSTRUCTION, OR EXPANSION, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT (SEE SPECIFICATIONS).

2. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 4" OVER 8" OF COMPACTED (95%) ROAD BASE OVER 4" GRANULAR BORROW OVER PROPERLY PREPARED AND COMPACTED (95%) SUBGRADE FOR CAR TRAFFIC, AND A MINIMUM 4" ASPHALTIC CONCRETE OVER 4" OF COMPACTED (95%) ROAD BASE OVER 4" OF GRANULAR BORROW OVER A TENSAT TX 160 (SCHEDULED FOR AN APPROVED EQUIVALENT) OVER PROPERLY PREPARED AND COMPACTED (95%) SUBGRADE FOR BUS TRAFFIC, UNLESS OTHERWISE NOTED. SEE SPECIFICATIONS.
- A. ASPHALT CONSTRUCTION SHALL BE A MINIMUM 95% MARSHALL DESIGN.
- B. ASPHALT COURSE SHALL BE 1/2" MINUS MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- C. ASPHALT CONSTRUCTION PAYMENT TO BE A 1/4" ABOVE LIP OF ALL OUTER (EXCEPT SPILL AND COLLAR CURB) AFTER COMPACTION.
- D. TRENCHES OVER 12" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING APPROX 5/8" MINUS DESIGN.
- E. SEE WEST JORDAN CITY STANDARD DRAWING RD075 FOR STANDARD TRENCH EXCAVATION RESTORATION.
- F. SEE WEST JORDAN CITY STANDARD DRAWING RD020 FOR STANDARD SIDEWALK DETAILS.

UTILITIES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POT-HOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE UTILITIES CAUSED BY THEIR WORK FORCE.
3. CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POT-HOLING A MINIMUM OF 30 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH EXISTING PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE. EXCESSIVE TRENCH DEPTH.
5. FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNMENT MUNICIPALITY STANDARD AND SPECIFICATIONS.
6. STORM DRAIN TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARD AND SPECIFICATIONS.
7. ALL STORM DRAIN LINES AND REGULATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
8. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONCRETS SHALL BE CUT OFF FRESH WITH THE INSIDE OF THE BOX.
9. NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
10. ALL STORM DRAIN AND SEWER CONDUITS, MANHOLES, AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DEBRIS, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
11. CONTRACTOR IS RESPONSIBLE FOR THE COST AND SCHEDULING OF REQUIRED UTILITIES TO THE PROJECT.
12. ALL WATER LINES SHALL BE INSTALLED PER WEST JORDAN CITY STANDARDS. SEE STANDARD DRAWING SS-108 FOR WATER LATERAL DETAILS.
13. ALL SEWER LINES SHALL BE INSTALLED PER WEST JORDAN CITY STANDARDS. SEE STANDARD DRAWING SS-425 FOR SEWER LATERAL DETAILS.

AMERICANS WITH DISABILITIES ACT

1. PEDESTRIAN ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
 - ROUTES SHALL HAVE A 2.0% (1:50) MAXIMUM CROSS SLOPE.
 - ROUTES SHALL HAVE A 5.0% (1:20) MAXIMUM SLOPE.
 - RAMPS SHALL HAVE A 1:12 (1:12) MAXIMUM SLOPE.
2. ADA PARKING SPALLS AND ADJACENT ROUTES SHALL HAVE A 2.0% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY CONSTRUCTION.

GRADING/SOIL

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
1. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED 95% OF MODIFIED PROCTOR MAXIMUM DENSITY. PER ASTM TEST D1557, EXCEPT UNDER BUILDING FOOTINGS WHERE IT SHALL BE 98% MINIMUM OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE OR 2% BELOW OPTIMUM.
3. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC. OR FILLING WITH FLOWABLE FILL AS DETERMINED BY THE ENGINEER.
4. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.
5. SITE STABILIZATION METHODS SHALL BE USED TO PREVENT SOIL EROSION. STABILIZATION METHODS METALS IS REQUIRED PRIOR TO CONSTRUCTION FOR ALL PERSONS INVOLVED IN SOIL DISTURBANCE ACTIVITIES. THIS DRAWING IS SUBJECT TO THE CONSTRUCTION CONTRACT. SOIL BELOW THE SITE ACTION LEVEL COULD BE RETURN TO THE EXCAVATION OR DISPOSED OFFSITE AT AN APPROVED DISPOSAL FACILITY. SOIL AT OR ABOVE THE SITE ACTION LEVEL MUST BE DISPOSED OFFSITE AT AN APPROVED DISPOSAL FACILITY. SITE WILL HAVE A ZERO DUST GOAL. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND STORMWATER RUNOFFS.

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL COORDINATE WITH ALL GOVERNING AGENCIES FOR ALL PERMITS AND BONDS REQUIRED FOR CONSTRUCTION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSPECTION AND REVIEW OF WORK.
2. CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY, INCLUDING BUT NOT LIMITED TO TRENCHING AND SHIELDING, TRAFFIC CONTROL, AND SECURITY.
3. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN UP-TO-DATE "AS-BUILT" DRAWINGS THROUGHOUT THE PROJECT. THESE DRAWINGS SHALL BE PROVIDED TO THE OWNER UPON COMPLETION OF THE PROJECT.
4. CONTRACTOR IS CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS IS BASED ON RECORDS OF UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES AND SERVICE LATERALS AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO THE UTILITY DURING CONSTRUCTION.
5. THE CONTRACTOR WILL VERIFY LOCATIONS OF UTILITIES IN THE FIELD BY POT-HOLING A MINIMUM 100 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH EXISTING PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POT-HOLE UTILITIES, THE CONTRACTOR SHALL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO OWNER.
6. CONTRACTOR SHALL TAKE THE NECESSARY MEASURES TO PROTECT ALL FACILITIES (E.P. PIPES, STRUCTURES, ETC.) DURING CONSTRUCTION UNTIL THE DESIGN GRADE AND COVER HAS BEEN ATTAINED AND WORK HAS BEEN ACCEPTED.
7. CONTRACTOR SHALL VERIFY ALL EXISTING PROJECT MONUMENTS AND CONTROL AND NOTIFY ENGINEER OF ANY PROBLEMS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL MAINTAIN OR RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EROSION CONTROL 24 HOURS PER DAY UNTIL VEGETATION IS ESTABLISHED, AND MAINTAIN UNIMPEDED ACCESS ROAD MAINTENANCE IN ACCORDANCE WITH CITY STANDARDS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY TRAFFIC CONTROL DURING THE CONSTRUCTION OF THE PROJECT. UNTIL WORK IS APPROVED AND ACCEPTED BY OWNER.
10. CONTRACTOR WILL BE RESPONSIBLE FOR THE COST AND SCHEDULING OF ALL QUALITY CONTROL, INSPECTIONS, TESTING, AND SAMPLING AS OUTLINED IN THE PROJECT SPECIFICATIONS.
11. UTA WILL PROVIDE QUALITY ASSURANCE FOR PROJECT.

UTILITY CONTACTS

COMPANY NAME	CONTACT NAME	PHONE	EMAIL
COM-ART - NORTHERN UT	JEFF HOUSTON	435-514-6500	JEFF.HOUSTON@RTI.UTAH.GOV
CENTURYLINK LOCAL NETWORK	ROBERT VIEL	801-218-0630	ROBERT.VIEL@CENTURYLINK.COM
BAYTERRA SECONDARY WATER CO	ROTH HANSEN	801-276-9600	ROTH@BAYTERRA.WATER.COM
JORDAN VALLEY WATER CO	LARRY COWLES	801-955-4190	LARRY@JVALLEY.WATER.CO
VERIZON FIBER/DSL/VOIP		800-942-9676	8009429676@VERIZON.COM
BONNIEVILLE ENERGY		801-354-5070	
BOCKY MOUNTAIN POWER	JORL REDMONS	303-812-7500	
STERLINA NETWORKS		800-448-2114	
TELSON TECHNOLOGY MANAGEMENT	HLAUR CHILL	801-554-8632	HLAUR@TELSONTECH.COM
UTCPA	SHAOYING WU	801-919-0884	SHAOYING@UTCPA.UTAH.GOV
WEST JORDAN CITY	CLINT HUTCHINGS	801-969-6116	CLINT.HUTCHINGS@WESTJORDAN.UTAH.GOV

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NO DATE	Designer		



EUGENE

ENGINEERING AND SURVEYING, LLC
4000 LINDEN DRIVE SUITE 200
MIDVALE, UTAH 84047 TEL: (801) 352-0075
www.eugeneandson.com



UTAH TRANSIT AUTHORITY

Designed by: WE

Drawn by: SD

Checked by: JW

Approved by:



Scale: N/A

Geoc: N/A

Sheet No.: C1.1 - GENERAL NOTES - JVS

Submitted Date: 10/16/2023

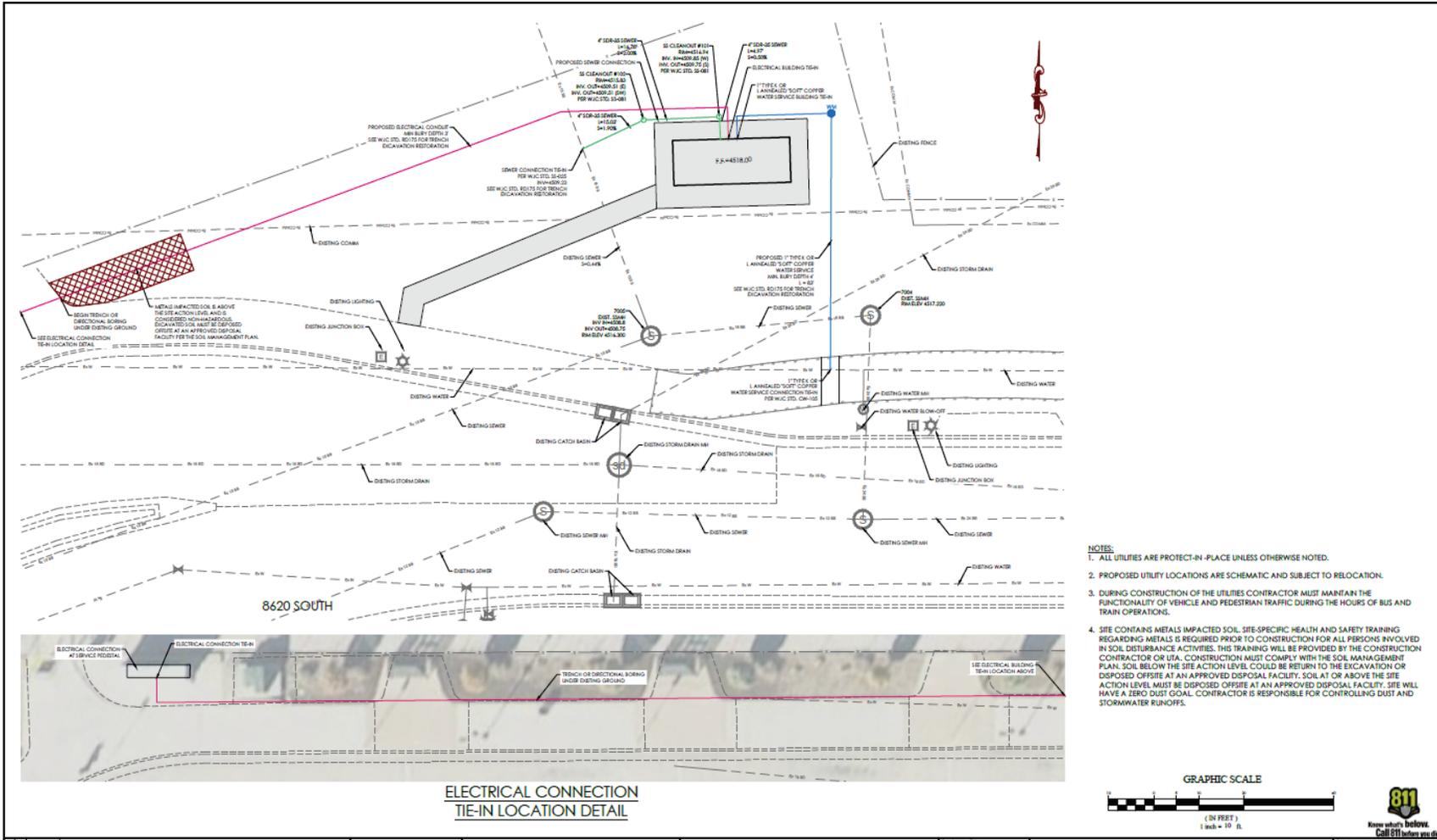
UTAH District No.: 20-033494W

Drawing No.: C1.1

OPERATOR RELIEF ROOMS

JORDAN VALLEY STATION

GENERAL NOTES



- NOTES:**
1. ALL UTILITIES ARE PROTECT-IN-PLACE UNLESS OTHERWISE NOTED.
 2. PROPOSED UTILITY LOCATIONS ARE SCHEMATIC AND SUBJECT TO RELOCATION.
 3. DURING CONSTRUCTION OF THE UTILITIES CONTRACTOR MUST MAINTAIN THE FUNCTIONALITY OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE HOURS OF BUS AND TRAIN OPERATIONS.
 4. SITE CONTAINS METALS IMPACTED SOIL. SITE-SPECIFIC HEALTH AND SAFETY TRAINING REGARDING METALS IS REQUIRED PRIOR TO CONSTRUCTION FOR ALL PERSONS INVOLVED IN SOIL DISTURBANCE ACTIVITIES. THIS TRAINING WILL BE PROVIDED BY THE CONSTRUCTION CONTRACTOR OR UTA. CONSTRUCTION MUST COMPLY WITH THE SOIL MANAGEMENT PLAN. SOIL BELOW THE SITE ACTION LEVEL COULD BE RETURN TO THE EXCAVATION OR DISPOSED OFFSITE AT AN APPROVED DISPOSAL FACILITY. SOIL AT OR ABOVE THE SITE ACTION LEVEL MUST BE DISPOSED OFFSITE AT AN APPROVED DISPOSAL FACILITY. SITE WILL HAVE A ZERO DUST GOAL. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND STORMWATER RUNOFFS.

ELECTRICAL CONNECTION TIE-IN LOCATION DETAIL

REV	DATE	Description



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ENGINEERING AND SURVEYING, LLC
800 W. 1100 S. SUITE 200
MIDVALE, UTAH 84047 TEL: (801) 352-0075
www.focusllc.com

Submitted By: _____

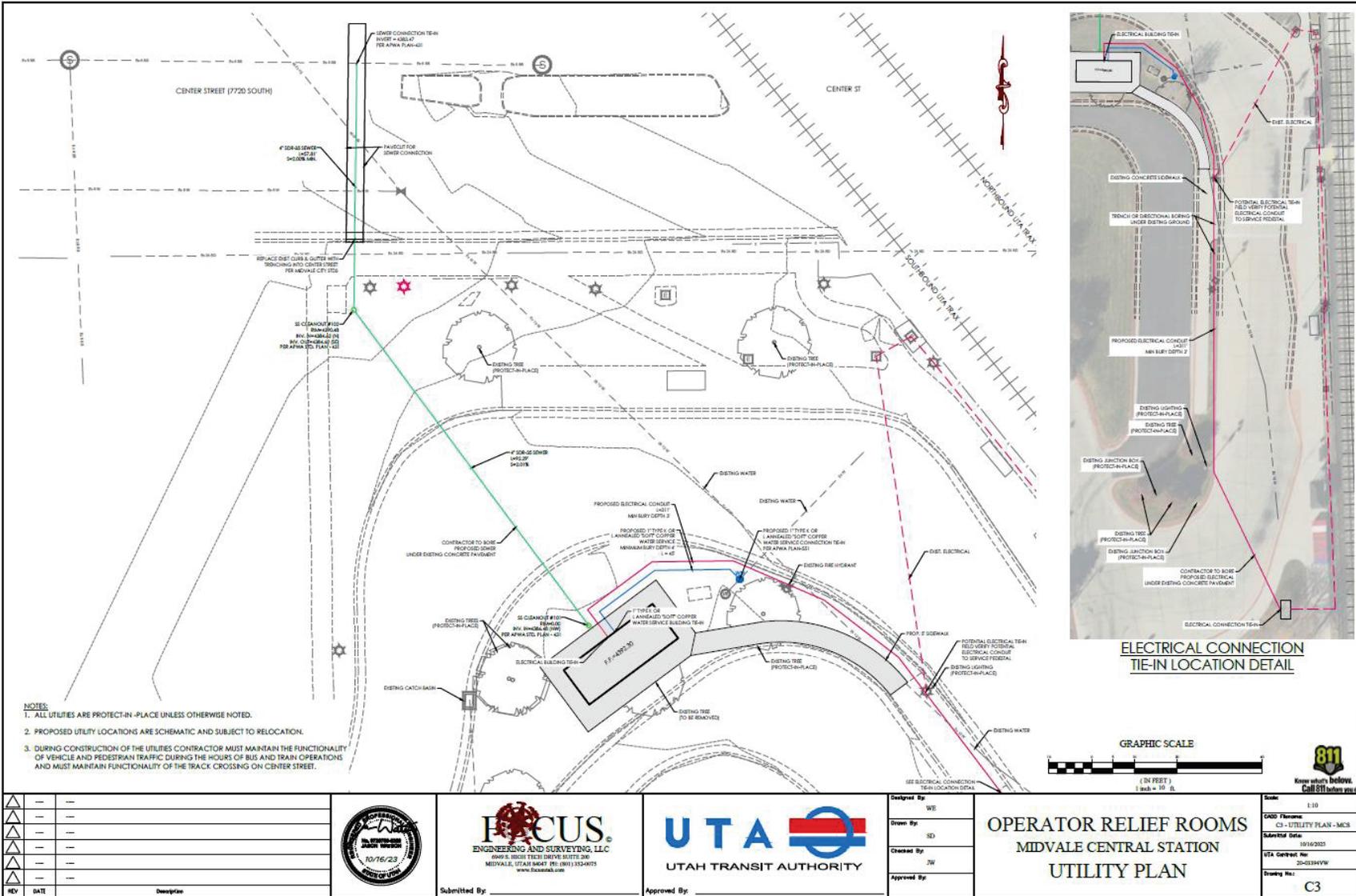
UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By:	WE
Drawn By:	GD
Checked By:	ZW
Approved By:	

OPERATOR RELIEF ROOMS
JORDAN VALLEY STATION
UTILITY PLAN

Scale:	1:10
GRID Reference:	C3 - UTILITY PLAN - JVS
Issued Date:	10/10/2023
UTA Contract No:	20-03144VW
Issuing No.:	C3



- NOTES:**
1. ALL UTILITIES ARE PROTECT-IN-PLACE UNLESS OTHERWISE NOTED.
 2. PROPOSED UTILITY LOCATIONS ARE SCHEMATIC AND SUBJECT TO RELOCATION.
 3. DURING CONSTRUCTION OF THE UTILITIES CONTRACTOR MUST MAINTAIN THE FUNCTIONALITY OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE HOURS OF BUS AND TRAIN OPERATIONS AND MUST MAINTAIN FUNCTIONALITY OF THE TRACK CROSSING ON CENTER STREET.

REV	DATE	Description
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FOCUS
ENGINEERING AND SURVEYING, LLC
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UTA
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By:	WE
Drawn By:	SD
Checked By:	JW
Approved By:	

**OPERATOR RELIEF ROOMS
MIDVALE CENTRAL STATION
UTILITY PLAN**

Scale:	1:10
CADD Filename:	C3 - UTILITY PLAN - MCS
Submit Date:	10/16/2023
UTA Contract No.:	20-03344VW
Drawing No.:	C3

OPERATOR RELIEF ROOMS

PREPARED FOR:
UTAH TRANSIT AUTHORITY
 LOCATED IN:
MIDVALE, UT



VICINITY MAP
MS



SITE MAP
MS

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C1	COVER AND INDEX
C1.1	GENERAL NOTES
C2	SITE PLAN
C3	UTILITY PLAN
JORDAN VALLEY STATION	
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APPENDIX	STANDARD DRAWINGS

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO MIDVALE CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREBY SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

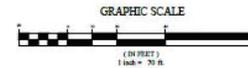
BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONCRETS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE HIS PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONCRETS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT INDICATED BY THESE PLANS. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTROL LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTIGUOUS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTIGUOUS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THESE DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE SUCCESSFULLY THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
 FOCUS ENGINEERING & SURVEYING, LLC
 8445 E. 10300 TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047
 (801) 352-0075
 PROJECT MANAGER: JASON WATSON
 SURVEY MANAGER: EVAN WOOD



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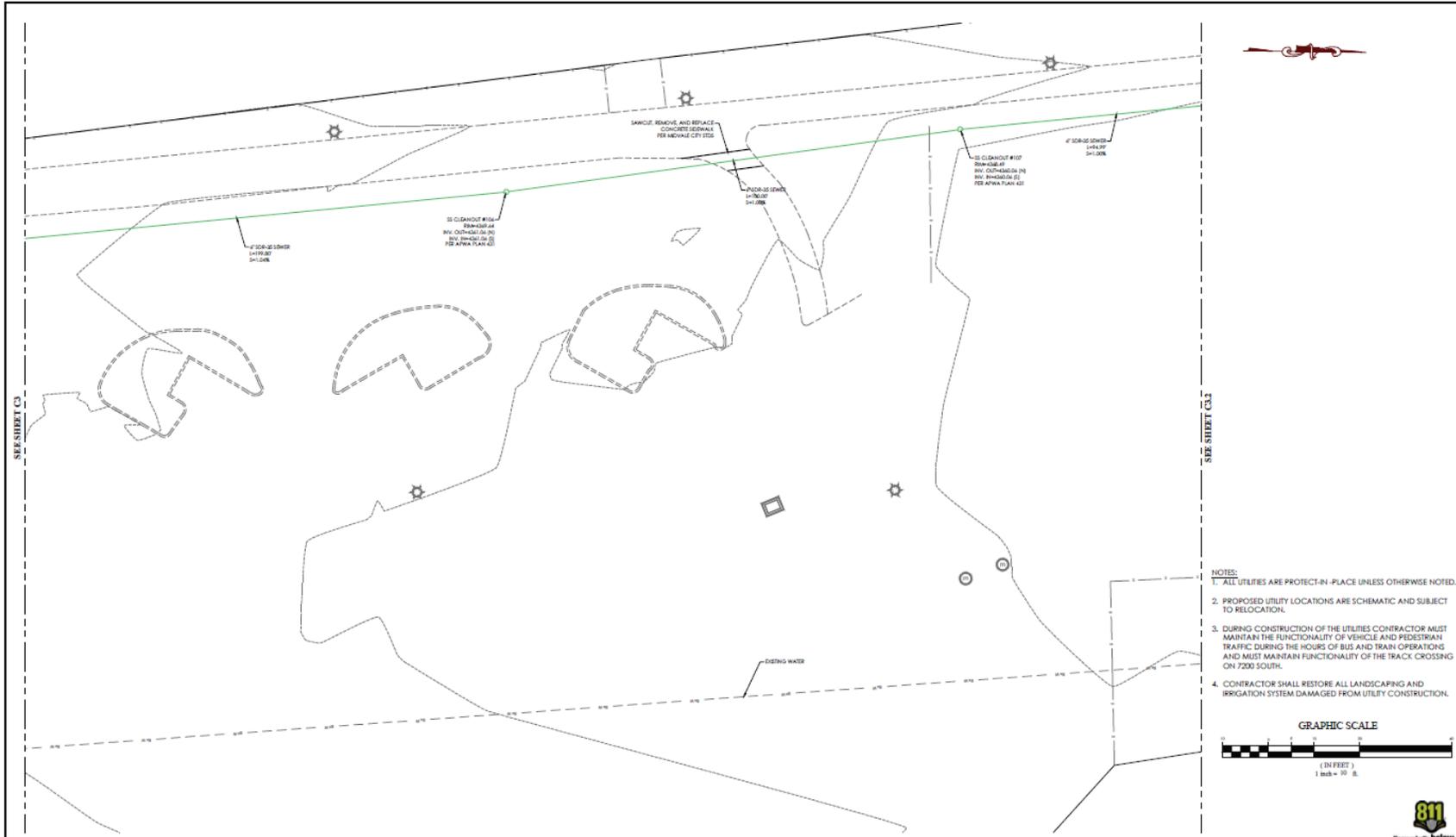


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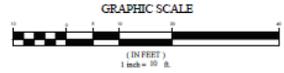
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 Drawn By: SD
 Checked By: JW
 Approved By:

OPERATOR RELIEF ROOMS
FORT UNION STATION
COVER SHEET

Scale:
 CAD File No: XXX
 Revised Date: 10/16/2023
 UTA Contract No: 20-03344VW
 Drawing No.: C1



- NOTES:
1. ALL UTILITIES ARE PROTECT-IN-PLACE UNLESS OTHERWISE NOTED.
 2. PROPOSED UTILITY LOCATIONS ARE SCHEMATIC AND SUBJECT TO RELOCATION.
 3. DURING CONSTRUCTION OF THE UTILITIES CONTRACTOR MUST MAINTAIN THE FUNCTIONALITY OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE HOURS OF BUS AND TRAIN OPERATIONS AND MUST MAINTAIN FUNCTIONALITY OF THE TRACK CROSSING ON 7200 SOUTH.
 4. CONTRACTOR SHALL RESTORE ALL LANDSCAPING AND IRRIGATION SYSTEM DAMAGED FROM UTILITY CONSTRUCTION.



REV	DATE	Description



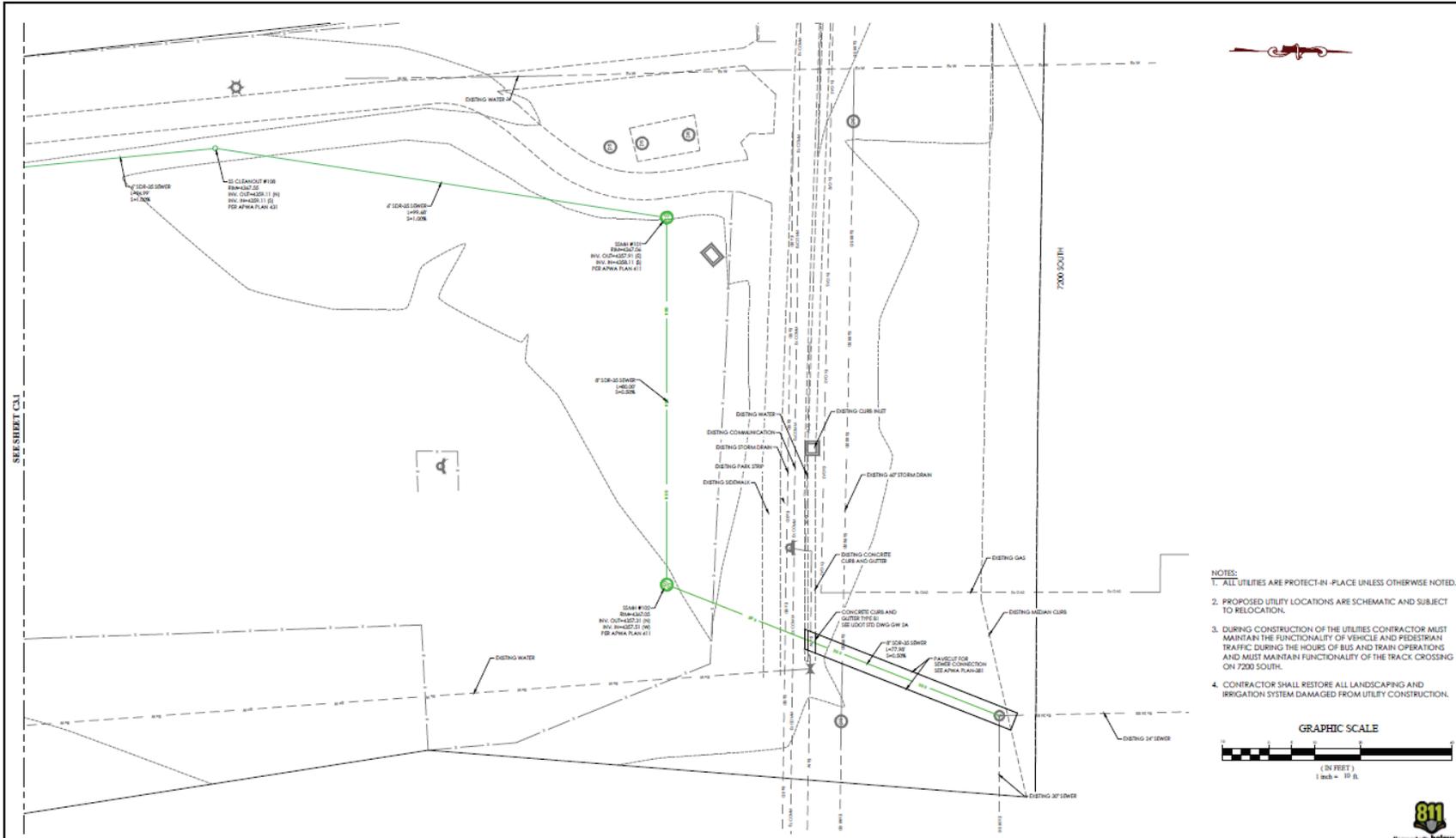
FOCUS
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 MIDVALE, UTAH 84047 TEL: (801) 952-0075
 www.focuslab.com

UTA
 UTAH TRANSIT AUTHORITY

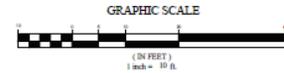
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Checked By:	JW
Approved By:	

**OPERATOR RELIEF ROOMS
 FORT UNION STATION
 UTILITY PLAN**

Scale:	1:10
GOOD Filename:	C3.1 - UTILITY PLAN - FUS
DATE:	10/16/2023
UTA Contract No.:	20-033497W
Drawing No.:	C3.1



- NOTES:
1. ALL UTILITIES ARE PROTECT-IN-PLACE UNLESS OTHERWISE NOTED.
 2. PROPOSED UTILITY LOCATIONS ARE SCHEMATIC AND SUBJECT TO RELOCATION.
 3. DURING CONSTRUCTION OF THE UTILITIES CONTRACTOR MUST MAINTAIN THE FUNCTIONALITY OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE HOURS OF BUS AND TRAIN OPERATIONS AND MUST MAINTAIN FUNCTIONALITY OF THE TRACK CROSSING ON 7200 SOUTH.
 4. CONTRACTOR SHALL RESTORE ALL LANDSCAPING AND IRRIGATION SYSTEM DAMAGED FROM UTILITY CONSTRUCTION.



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REV	DATE	Description



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UTA
UTAH TRANSIT AUTHORITY

Designed By	WE
Drawn By	SD
Checked By	ZW
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**OPERATOR RELIEF ROOMS
FORT UNION STATION
UTILITY PLAN**

Scale:	1:10
CADD Filename:	C3.2 - UTILITY PLAN - FUS
Submitted Date:	10/16/2023
UTa Contract No.:	20-03344VW
Drawing No.:	C3.2

Appendix VI

Project Special Provisions, Standard Plans and City Details

1. Special Provision 13 34 70 T Prefabricated Modular Concrete Building Assemblies.
2. SR II Low Lead Meter Data Sheet
3. APWA Standard Plan 236.1 Mid-block Curb Cut Assembly
4. APWA Standard Plan 431 Sewer Lateral Connection
5. APWA Standard Plan 551 3/4" and 1" Service Taps
6. APWA Standard Plan 633 Control Valve
7. APWA Standard Plan 731 Junction Box
8. APWA Standard Plan 741 Screw-in Base Street Light Pole
9. APWA Plan No. 231 SP Concrete Sidewalk
10. APWA Plan No. 521 SP Water Service Connection
11. Murray City Details C-1 ADA Access Sidewalk Ramp
12. Murray City Details C-5 Roadway Detail
13. Murray City Detail C-7 Trench Backfill
14. City of West Jordan Standard Plan CW-105 Service Taps for 3/4" and 1" Laterals
15. City of West Jordan Standard Plan RD175 Standard Trench Excavation Restoration
16. City of West Jordan Standard Plan RD200 Standard Sidewalk
17. City of West Jordan Standard Plan SS-25 Sanitary Sewer Lateral

SECTION 13
34 70 T

PREFABRICATED MODULAR CONCRETE BUILDING ASSEMBLIES

PART I - GENERAL

1.1 SUMMARY

- A. Description: The work of this Section includes furnishing and installing of high quality precast concrete restroom facility. Provide units in accordance with Contract Documents.

1.2 SUBMITTALS

- A. Product Data: Submit two copies of manufacturer's literature for all products furnished, describing products, installation procedures and maintenance instructions.
- B. Deferred Submittal: The prefabricated building will be procured by the selected contractor. The contractor will be responsible to prepare, submit, and obtain approval of all deferred submittals for the project required by Utah Transit Authority and the appropriate city agency including, but not limited to, the building structure, electrical requirements, plumbing, and building pad and foundations.
- C. Shop Drawings: For all components of prefabricated modular concrete building: Include plans, elevations sections, details, and attachments to other work. Include the following:
 - 1. Door and window shop drawings. Include the following:
 - a. Elevations of each door or window type.
 - b. Details of doors and windows, including vertical- and horizontal-edge details and metal thicknesses.
 - c. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - d. Locations of reinforcement and preparations for hardware.
 - e. Details of each different wall opening condition.
 - f. Details of anchorages, joints, field splices, and connections.
 - g. Details of accessories.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
 - 3. Delegated-Design Submittal: For prefabricated modular concrete building assembly indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 QUALITY CONTROL

- A. Quality control shall be made in accordance with the requirements of the General Provisions, except as modified herein.
- B. Engage an experienced installer (either as a direct employee or as a subcontractor) who has prefabricated concrete structure installations similar in material, design, and extent to that indicated for this Project and with a minimum of

5 year record of successful in-service performance.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver and handle modular structures in such a manner to prevent damage to products and finishes.
- B. Protect components during storage and construction against rain, snow or ground water.

1.5 PROJECT CONDITIONS

- A. Pre-Installation Conference
 - 1. Before beginning prefabricated concrete building assemblies and associated work, the Subcontractor, with concrete foreman, shall meet at the Project site with the Contractor's Superintendent, the installer of each component of the associated work, the representatives of the prefabricated concrete building assembly manufacturer, installers of other work requiring coordination with precast concrete unit work and the Engineer for a pre-installation conference.
 - 2. The material selections and procedures to be followed in performing the work shall be reviewed to verify compliance with the requirements specified.
 - 3. If either the concrete foreman or Contractor's Superintendent are replaced before completion of work of this Section, the conference shall be repeated.
- B. Frozen Work
 - 1. Frozen materials or materials mixed or coated with ice or frost shall not be used.
 - 2. Work damaged by frost or freezing shall be removed and replaced at no cost b UTA.

1.6 WARRANTY

- A. Provide warranty in writing from prefabricated concrete building assembly manufacturer that warrants concrete products against defects in materials or workmanship. Manufacturer shall repair or replace any part of the product that proves, upon manufacturer's inspections, to be defective in materials and /or workmanship. Finished goods installed in the building will carry that manufacture.
 - 1. Warranty Period: One (1) year from date of purchase.
- B. Warranty Specific Conditions:
 - 1. Products must be properly installed and operating procedures and maintenance instructions must be followed.
 - 2. Only authorized representatives of manufacturer must perform repairs or replacements to the products supplied by manufacturer.
- C. Warranty Exclusions:
 - 1. Warranty does not cover damage resulting from third party transit, accidents, acts of God, misuse, unauthorized repairs, negligence, modifications, tampering, disconnection, improper adjustments, improper care or maintenance, improper installation and out of warranty service. Although every attempt will be made to design the structure in accordance with published wind loads and seismic activity for the specified geographical area where it will be installed, this warranty does not cover damage that may result from environmental loads or conditions in excess

-
- of agreed-upon design values.
2. Any implied warranty of merchantability or fitness for a particular purpose applicable to this product is limited to the duration of this written warranty.
 3. Manufacturer is not liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty.
 4. The performance of repairs or needed adjustments shall be the exclusive remedy of the user/purchaser under this written warranty or any implied warranty.
 5. This warranty gives the Owner specific rights. No person shall be authorized to change, add to, or create any warranty or obligation other than set forth herein as provided by state of Utah.

PART II - PRODUCTS

2.1 MANUFACTURERS

The manufacturer supplying the requested precast concrete multi-flush restroom facility must meet the following:

- A. Manufacturer must be ISO 9001 certified at the time of bid.
- B. Manufacturing plant must be PCI certified at the time of bid.
- C. Manufacturer must not have defaulted on any contract within the last five years.
- D. Manufacturer must provide stamped, engineered drawings prior to acceptance.
- E. Manufacturer must be pre-approved prior to bidding.
- F. Manufacturer must show four examples of precast concrete flush facilities produced, installed, and in use as an example of their ability to perform on this contract.
- G. Manufacture shall provide a 20-year warranty.

Manufacturers meeting these criteria are:

CXT, Incorporated
Spokane Industrial Park
3808 North Sullivan Road, Building 7
Spokane, WA 99216
Phone: 800-696-5766

- H. Precast Concrete Manufacturers:
 1. Design Components: Provide components of Prefabricated Buildings as indicated herein, including doors, hardware, accessories, and lighting components or provide equivalent components, by other manufacturers, approved in writing before bid by Architect/Engineer and prefabricated building manufacturer.

2.2 MATERIALS

A. Concrete - General

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 675 pounds of cementitious material per yard. Cement will be a low alkali type I/II or III conforming to ASTM C-150
2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
3. Minimum water/cement ratio will not exceed .45.
4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.
5. If Self Compacting Concrete (SCC) is used, it must conform to ASTM C1611

B. Colored Concrete

1. Color additives will conform to ASTM C979. A 12"x12"x1" color sample will be available for customer approval.
2. The following will contain colored concrete:
 - a. Toilet building roof panels
 - b. Building walls
 - c. Screen panels
3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

C. Cold Weather Concrete

1. Cold weather concrete placement will be in accordance with ACI 306.
2. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
3. Materials containing frost or lumps of frozen materials will not be used.

D. Hot Weather Concrete

The temperature of the concrete will not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

E. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown of drawings or specified will be to ACI318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1 1/4" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel will be 1/2".
6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

F. Sealers and Curing Compounds

1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.
2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

G. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40 to +194 degrees Fahrenheit.
2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
3. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
4. Cement base coating is formulated with a very fine aggregate system and is a built-in bonding agent.

H. Paint

1. All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components". Paints will not contain more than .06 percent by weight of lead.
2. Type of paints for toilets
 - a. Inside concrete surfaces
 - I. Interior floors will be a chemical resistant urethane. The color will be gray.

from the wall. Lower hook will extend at least 1-1/4" from the wall.

Q. Door Sweep

Door sweep will be provided at the bottom of door and will be an adjustable brush type.

R. Signs

1. Signs to have raised pictograms, letters and Braille to meet ADA.
2. All signs inset a minimum of 3/4" into wall with 45 degree bevel.
3. All signs to be anchored into concrete with 1/4" x 3/4" concrete anchor nail

S. Windows

1. Window frames will be constructed from steel.
2. Window glazing will be 3/16" thick translucent pebble finished mar-resistant Lexan.
3. Windows to have 3/4" recess with 45 degree bevel.
4. Window frames to have vandal resistant fasteners.

T. Plumbing

1. All fixtures to meet ANSI A112.19.2
2. Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.
3. Water material will be copper tubing Type L, hard drawn. A gate valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
4. All plumbing will be concealed in the service area.
5. Toilet will be constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18 inches above the finished floor. Seat will be heavy duty solid plastic with an open front. Stainless steel fixtures may be used. Toilet shall have floor mounted supports.
6. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type with a flow of 1.6 gallons per flush.
7. Lavatory will be vitreous china with back splashguard, front overflow opening, equipped with brass trap and drain pipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 5 3/4" inches deep with ADA trap cover. Stainless steel fixtures may be used.
8. Water valve will be self-closing water set with indexed push button.
9. Water bottle Filling Station capable of filling up to 40 oz water bottles to be included in the breakroom (1 total).
10. Sanitary Napkin Disposal Receptacle to be included in each of the restrooms (2 total).
11. Paper Towel Dispensers to be included in each of the restrooms and in the

breakroom (3 total).

12. Hose bib provided in the chase area.
13. Hammer arrester to be installed on water line.
14. Trap primer distribution unit shall be installed
15. Optional 30 gallon electric hot water tank available.
16. Main Shut off valve and drain.

U. Electrical

1. All components to be UL listed
2. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
3. A 100 amp breaker panel required.
4. Interior lights will be wall mounted vandal resistant 2 bulb T8 4 foot wrap around lens fixtures with low temperature ballast, emergency battery pack and fluorescent night light.
5. Lighting on the exterior of building will be photocell activated; interior will be motion activated, chase switch activated.
6. 3 exterior 35-watt High Pressure Sodium lights, polycarbonate vandal resistant.
7. 1 GFI outlets located next to the sink.
8. 2 restroom HVI certified exhaust fans with 270 CFM speed controlled (control in chase area).
9. The hand dryer will be an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).

V. Stalls

1. Stall partition walls to be produced of 3-inch concrete. Stall doors to be solid HDPE, in matching white color.

W. Climate Control

1. Each room within pre-fabricated building shall have a multi-zone wall mounted type indoor unit heat pump. Heat pump shall be 7000 BTU/H.
2. Building shall be insulated per manufacturers specifications.

2.1 DESIGN AND FABRICATION

The prefabricated modular concrete building shall meet the size and requirements for this project as illustrated on the construction drawings. Prefabricated structure shall consist of 2 restrooms, and 1 breakroom. The Santiago 22-019-3P, produced by CXT has been designed to individually meet the following criteria. An approved equal prefab building meeting the criteria as shown on the sample plans and in this specification may be used if approved by the engineer and would be required to have calculations and Engineer's stamped drawings. The design criteria are to ensure that the approved prefabricated structure, not only will withstand the forces of nature listed below but will provide protection from vandalism and other unforeseen hazards. Design criteria include 2006 IBC Code, 2006 IPC, 2008 NEC.

- A. **Roof Snow Load**
 - 1. The prefabricated restroom shall be designed to withstand a 250 pounds per square foot snow load
- B. **Floor Load**
 - 1. The prefabricated restroom shall be designed to withstand 400 pounds per square foot floor load
- C. **Wind Load**
 - 1. The prefabricated restroom shall be designed to withstand the effects of 150 mile per hour (3-second gust) wind exposure C
- D. **Earthquake**
 - 1. The prefabricated restroom shall be designed to withstand the effects of a seismic group 1 seismic design category E earthquake.
- E. **Additional Design Standards**
 - 1. The prefabricated restroom shall be designed to meet the requirements of the Americans with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of this specification.
 - 2. The prefabricated restroom shall be an all-concrete structure. Design with a minimum 3/12 roof pitch.
 - 3. The prefabricated restroom shall have a minimum 4-inch wall, 4 ½ inch roof, and 5-inch floor thickness.
 - 4. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.
- F. Provide building structure design and fabrication adequate to withstand wind loads, snow loads and seismic activity for the geographic region in which it will be installed and in accordance with governing building codes and the stresses and shocks common to buildings. Clearly state in design calculations and Shop Drawings design loads and criteria, safety factors, etc. used to arrive at a design load.
- G. Construct forms for precast components with finished components that have sharp definition, dimensional accuracy, and uniformity of shape and texture.
 - 1. Prefabricate precast components to sizes and shapes indicated on plans.
 - 2. Provide assembly with no unfinished edges exposed to view.
 - 3. Provide finished components that are straight and square.
 - 4. Do not use waxed, cracked, broken, spalled, stained, or otherwise defective units.
 - 5. Do not use components with imperfections in exposed surfaces.
- H. Prefabricate reinforcing assemblies into single complete units with minimum of 3/4 inch clearance from edges and surfaces of precast unit. Place and secure in forms all necessary anchors, clips, inserts, lifting devices, stud bolts, ties and other device required for handling and installing precast components and for attachment of subsequent items.
- I. Cure precast concrete components in forms for minimum of 24 hours, or until concrete reaches 75 percent of design strength.

1. Cover exposed surfaces to control the loss of moisture and temperature. After the precast component is removed from the form cover it or moisture cure it until the results of a 7 day compression test is available
- J. Attach precast cover panels to walls to form continuous unit. Permanently attach wall and floor reinforcing to each other. The welding procedure shall be approved by a professional engineer.
- K. Welding shall be done by welders having current valid certifications and having current experience in this type of welding. All construction shall be per American Welding Society Codes and Recommendations. Paint exposed steel plate assemblies (both inside and out) over shop coat.
- L. Provide finished floor that is level along all walls. No area of the floor shall allow wastewater to accumulate.

2.2 MANUFACTURE

A. Mixing and Delivery of Concrete

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.

B. Placing and Consolidating Concrete

Concrete will be consolidated by the use of mechanical vibrators.

Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

C. Finishing Concrete

1. Interior floor and exterior slabs will be floated and troweled.
2. All exterior building walls and exterior screen walls will be any one of the available textures.
3. All exterior surfaces of the roof panels will be cast to simulate any one of the available textures. The underside of the overhang will have a smooth finish.

D. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

E. Curing and Hardening Concrete

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

2.3 FINISHING AND FABRICATION

A. Structural Joints

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams

will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.

2. Walls and roof will be joined with weld plates, 3"x6" at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching-colored caulk on the outside and two weld plates 6" long per wall.

B. Painting/Staining

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. All surface voids to be filled prior to painting
7. Schedule of finishes

a. Inside concrete surfaces

- I. Inside floors will be 1 coat of 1-part water based chemical resistant urethane.
- II. Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.

b. Metal surfaces both inside and out

- I. 2 coats of DTM ALKYD

c. Exterior concrete surfaces

- I. Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

C. Exterior Walls and Roof: At exterior concrete walls and exterior roof of building, provide single coat of Polyamide Epoxy Base Coat as manufactured by Benjamin Moore (or approved equal) and applied at factory. Architect/Engineer will select colors (coordinate with UTA).

D. Exterior Doors and Frames: Prime and apply 2 coats of Urethane Alkyd Enamel. Color to be selected and approved by Architect/Engineer (coordinate with UTA).

E. Caulking Compound: Before all joints of the package plant are sealed, place rolled polyurethane foam rope in seams. Seal joints with non-sag, non-staining polyurethane caulking compound meeting ASTM C-920-79. Sika-flex or equal is approved.

F. Interior Walls, Ceiling, and Floor: Steel towel floor slab and provide broom finish. Apply floor sealer to finished concrete, Benjamin Moore Super Spec Waterborne Epoxy or approved equal. Seal interior walls and ceiling with Benjamin Moore Super Spec Acrylic Epoxy (or approved equal) tinted to Owner's specifications.

PART III-EXECUTION

3.1 INSTALLATION

A. Scope of Work

Work specified under this Section relates to the placement of the prefabricated unit on the prepared foundations.

B. Location

It's the responsibility of the contractor to:

1. Provide exact location by stakes or other approved method.
2. Provide clear and level site free of overhead and/or underground obstructions.
3. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
4. Water, electrical, and sewage site connections to be placed per engineered drawings. Must be placed to easily connect to the building.

C. Compacting

The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.

D. Base

After compacting the bottom of the area, a minimum of 6" of a compacted, $\frac{3}{4}$ " minus material base of gravel (i.e. road base) should be placed for support, leveling and drainage purposes. The base also limits frost action. The base must be confined so as to prevent washout, erosion or any other undermining.

E. Access to Site

Contractor is responsible for the delivery of the prefabricated structure to the site. Contractor is responsible for the placement of the prefabricated structure on the site. Delivery to site made on normal highway trucks and trailers.

F. Install as per each manufacturer's written instructions. Provide all necessary ground improvements including base material, compaction and concrete as required by prefabricated building manufacturer.

3.2 TESTING

The following tests will be performed on concrete used in the manufacture of toilets. All testing must be performed in the PCI certified laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

1. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.0% +/- 2.0%.
2. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7-days and one (1) for 28-days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
3. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

**END OF
SECTION**



SR II® Low Lead Meter

Positive Displacement Water Meter with Sensus® Electronic Register+™

The Sensus SR II® is for measurement of cold water flow usage in residential services.

FEATURES

- 5/8" (DN 15 mm), 3/4" (DN 20 mm), and 1" (DN 25 mm) Sizes
- Sensus® Electronic Register+™ advanced electronic register
- Hydrodynamically balanced design
- Compatible with current Sensus AMI/AMR systems

BENEFITS

- Enable more cost-effective, accurate meter readings
- Deliver a wide range of flows
- Provide lasting measurement accuracy for years of dependable service
- Integrate seamlessly with the FlexNet SmartPoint® module
- Tamper resistant
- Improve customer service
- Environmental and public health conscience

Operation

Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydrodynamically balanced piston oscillates around a central hub, guided by the division plate. A drive magnet transmits the motion of the piston to a sensor located within the register. The Electronic Register+ calculates the rotations into volume totalization units displayed on the register LCD.

Construction

SR II meters consist of three basic components: maincase, measuring chamber and sealed register. Maincases are made of NFS approved brass with externally-threaded spuds. Registers are housed in a bonnet of synthetic polymer. Measuring chambers are Rocksyn®, a corrosion-resistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Maincase bottom plates are available in brass or, if frost protection is desired, cast iron or synthetic polymer.

Magnetic Drive

The SR II features a hydrodynamically balanced design that eliminates premature wear of components. The meter utilizes a patented positive reliable drive coupling. The high strength magnets eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

Sensus Electronic Register+

The Sensus® Electronic Register+™ is an advanced electronic register with 120 days of hourly data logging with 30-day data pull intervals available. This information helps utilities make better informed decisions.

SR II® Water Meter

DATA SHEET



Conformance to Standards

Sensus SR II meters meet the requirements of NSF 61, Annex F/G and 372, and comply with AWWA Standard C700-latest revision. Each meter is tested to ensure compliance with AWWA standards.

Maintenance

SR II meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design allows interchangeability of parts of like-size meters, reduced parts inventory requirements and ease of maintenance. The register can be removed without relieving the water pressure or removing the maincase from the installation.

Connections

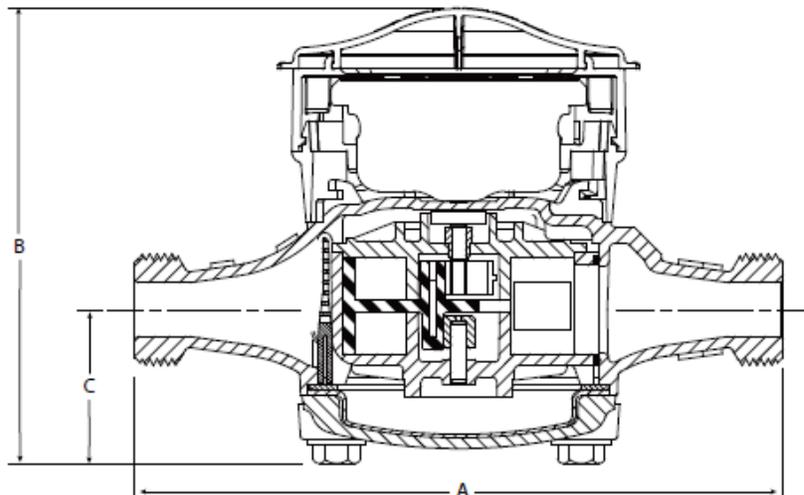
Tailpieces/unions for installing the meters on a variety of pipe types and sizes are available.

AMR/AMI Systems

Meters and encoders are compatible with current Sensus AMR/AMI systems.

Guarantee

Sensus SR II water meters are backed by “the Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.



Dimensions and Net Weights

Meter Size	A	B	C	Width	Net Weight
5/8" (DN 15mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.3 lb. (1.97 kg)
5/8" x 3/4" (DN 15mm x 20mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.4 lb. (2.0 kg)
3/4" Short (DN 20mm)	7-1/2" (190 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.2 lb. (2.81 kg)
3/4" (DN 20mm)	9" (229 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.4 lb. (2.90 kg)
1" (DN 25mm)	10-3/4" (273 mm)	7-1/8" (181 mm)	2-3/4" (70 mm)	6-1/2" (165 mm)	11.9 lb. (5.4 kg)

SR II® Water Meter

DATA SHEET



Smart Alarms

Electronic Register+ has several available smart alarms. Get alerts and address these issues before they become more costly:

- **Tampering**
Detect register removal as well as magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- **Low Battery**
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter is running low.
- **Customer Leak**
Detect continual consumption of water over a period of time to indicate downstream leaks. This can reduce water loss and leak adjustment costs.
- **Reverse Flow**
Keep untreated water from re-entering your distribution system or deter tampering attempts when reverse flow is detected.
- **High Flow**
Detect broken pipes, high usage and reduce property damage through an alert triggered when excessive flow rates are recorded.



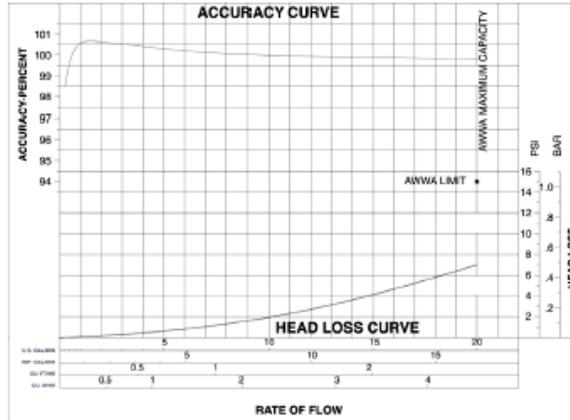
Specifications

Service	Measurement of potable and reclaim water. 0-100% humidity. Fully submersible. IP68 rated.		
Temperature	Water operating temperature range of 33 °F (0.55 °C) to 80 °F (26.7 °C) . Ambient air operating temperature -22 °F (-30 °C) to -140 °F (60 °C). Storage air temperature -30 °F (-34.4 °C) to 158F (70 °C).		
Normal operating flow range (100% ±1.5%)	5/8" (DN 15 mm) size: 1 to 20 gpm (0.25 to 4.5 m ³ /hr)	3/4" (DN 20 mm) size: 2 to 30 gpm (0.45 to 7.0 m ³ /hr)	1" (DN 25 mm) size: 3 to 50 gpm (0.07 to 11.0 m ³ /hr)
Low flow registration (95%-101%)	5/8" (DN 15 mm) size: 1/4 gpm (0.06 m ³ /hr)	3/4" (DN 20 mm) size: 1/2 gpm (0.10 m ³ /hr)	1" (DN 25 mm) size: 3/4 gpm (0.15 m ³ /hr)
Maximum pressure loss	5/8" (DN 15 mm) size: 7.0 psi at 20 gpm (0.5 bar at 4.5 m ³ /h)	3/4" (DN 20 mm) size: 9.0 psi at 30 gpm (0.6 bar at 7.0 m ³ /h)	1" (DN 25 mm) size: 7.3 psi at 50 gpm (0.5 bar at 11.0 m ³ /h)
Maximum operating pressure	150 psi (10.0 bar)		
Measurement element	Oscillating piston		
Register	Electronic Register+: Hermetically sealed, communication of smart alarms with cable output options. Direct Read: Hermetically sealed, no communication output.		
Capacity	10,000,000 gallons, 1,000,000 cubic feet or 100,000 m ³ capacity. 8 odometer wheels.		
Meter Registration	Electronic: 0.1 gallons/imperial gallons, 0.01 cubic foot, or 0.001 m ³	Standard: 10 gallons, 1 cubic foot, or 0.01 m ³ / or 0.1 m ³ / sweep hand revolution.	
Meter Connections	5/8" (DN 15 mm) size: 3/4" (20 mm) threads 3/4" (DN 20 mm) size: 1" (25 mm) threads (All threads are straight pipe, external type, conforming to ANSI B1.20.1 or ISO R228, if specified.)	5/8" x 3/4" (DN 15mm x 20mm) size: 1" (25 mm) threads 1" (DN 25mm) size: 1-1/4" (32 mm) threads	
Materials	Maincase - Bismuth BiAlloy CDA 89836 or EnviroBrass II C89520 Register Box - Synthetic polymer	Measuring chamber - Rocksyn* Bottom plate - Bismuth BiAlloy CDA89836	Magnets - Ceramic Casing bolts - Stainless steel Strainer - Synthetic polymer

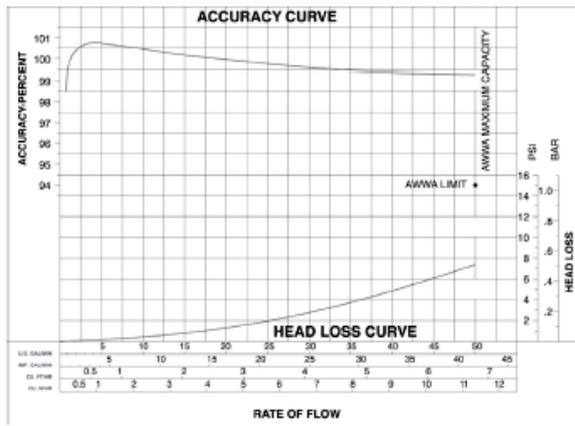
SR II® Water Meter



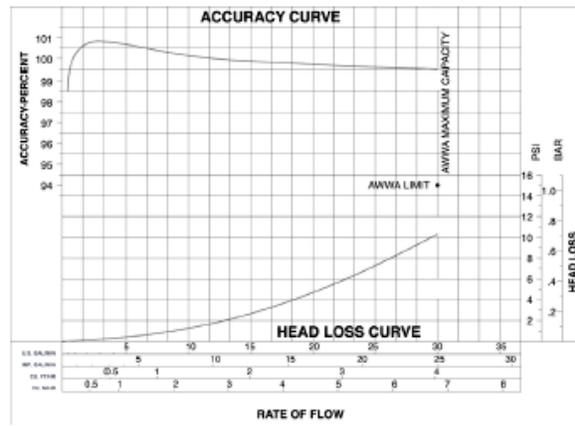
Performance Curves



5/8" and 5/8" x 3/4" SR II Meter



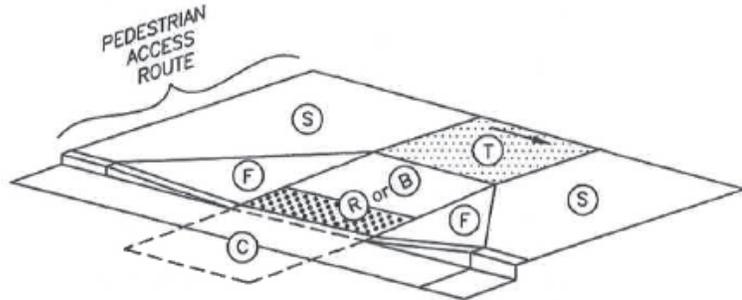
1" SR II Meter



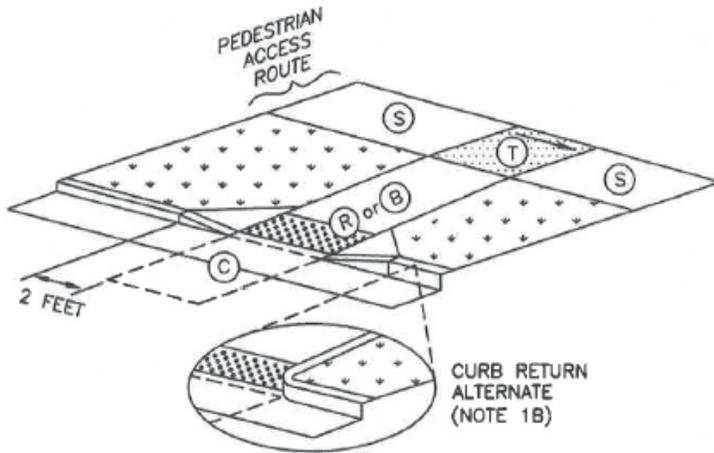
3/4" SR II Meter

TURNING SPACE AT SIDEWALK LEVEL

THE LOCATION OF THE PEDESTRIAN ACCESS ROUTE AFFECTS FLARE SLOPE CONSTRUCTION



EXAMPLE 1

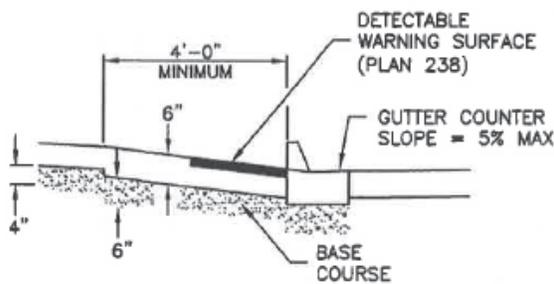


EXAMPLE 2

ELEMENT	DIMENSION
(R) (B)	4 FEET WIDE MINIMUM
(C) (T)	4 FEET SQUARE MINIMUM

WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS



MATERIALS

	RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE (T)	STREET GRADE	2
CURB RAMP (R)	8.33	2 (c)
BLENDED TRANSITION (B)	5	2 (c)
CLEAR SPACE (C)	5	2 (c)
SIDEWALK (S)	STREET GRADE	2
FLARE (F)	10	--

- (a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
- (b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL

SLOPE TABLE

Sewer lateral connection

1. GENERAL

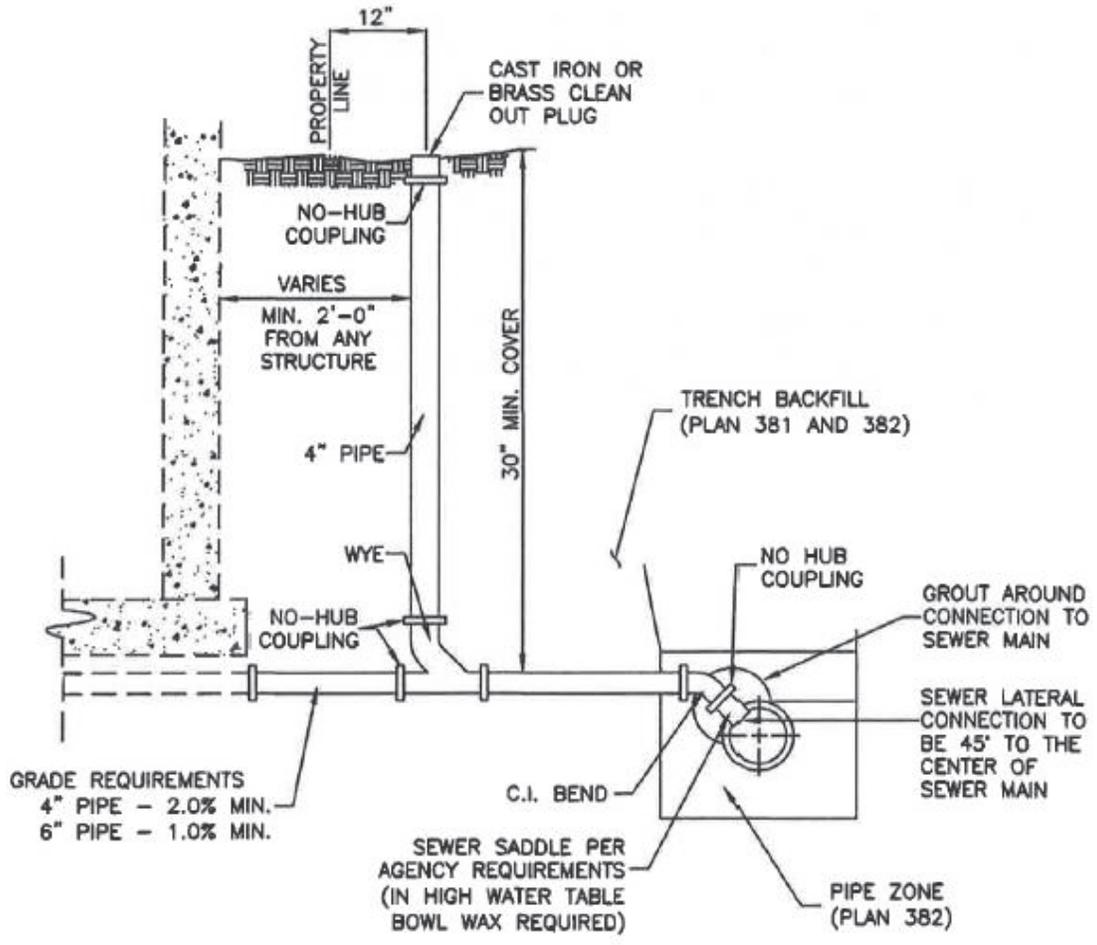
- A. Before installation, secure acceptance by ENGINEER for all pipe, fittings, and couplings to be used.
- B. Before backfilling, secure inspection of installation by ENGINEER. Give at least 24 hours notice.
- C. Verify if CONTRACTOR or agency is to install the wye.

2. PRODUCTS

- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Provide agency approved wye or tee with appropriate donut.
- D. Stainless steel straps required.

3. EXECUTION

- A. Tape wrap pipe as required by soil conditions.
- B. Remove core plug from sewer main. Do not break into sewer main to make connection.
- C. Base Course and Backfill Placement: Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



3/4" and 1" Service taps

1. GENERAL

A. Before backfilling around taps, secure inspection of installation by ENGINEER.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.

B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.

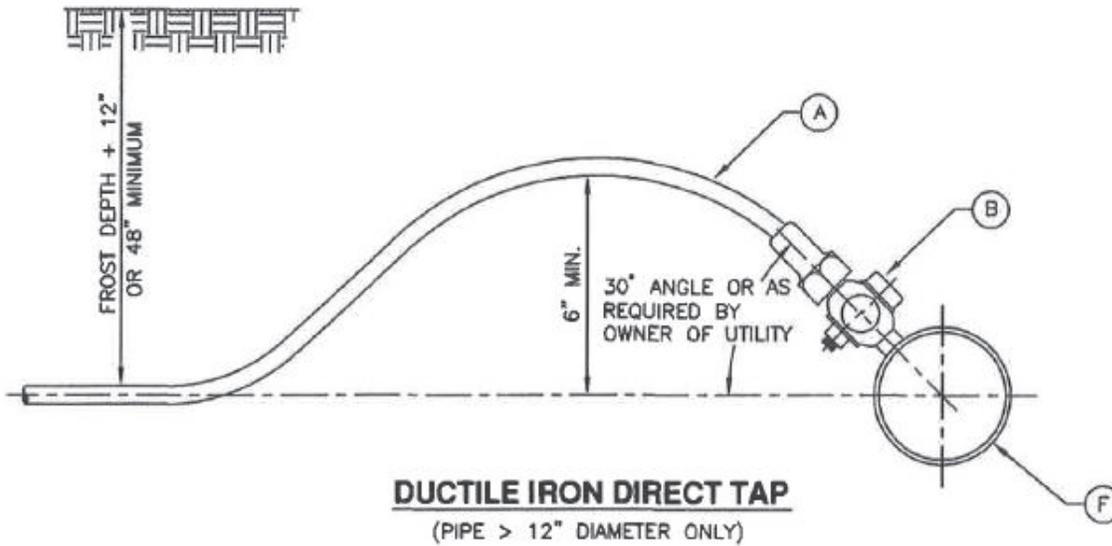
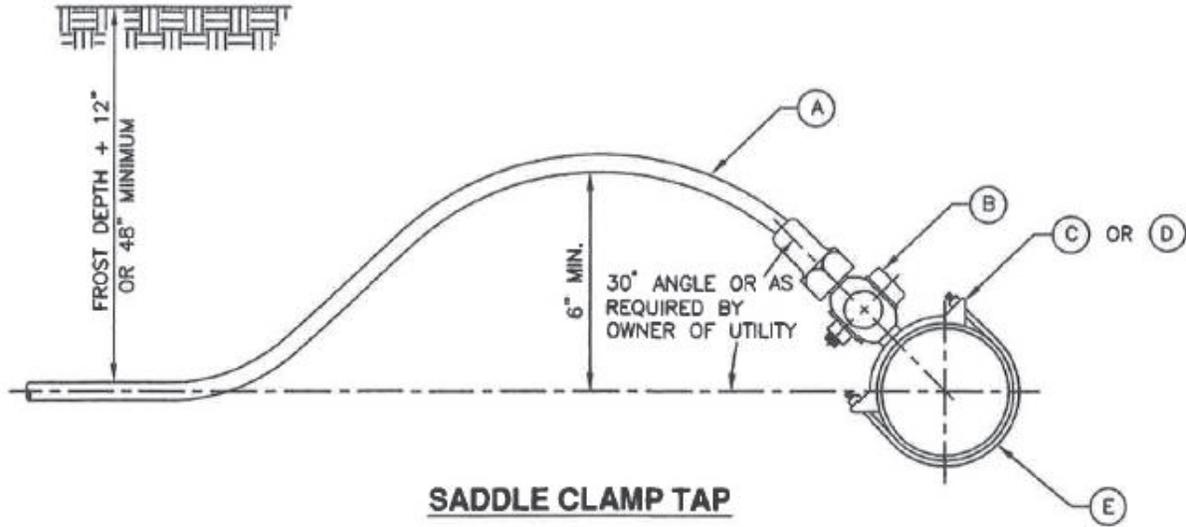
C. Tape: Teflon tape is required on all taps.

3. EXECUTION

A. Tapping: Place taps a minimum of 36-inches apart. Use a tapping tool which is sized corresponding to the size of the service line to be installed. No taps within 36-inches of end of pipe.

B. PVC or AC Pipe: A service saddle clamp is required on all PVC and AC pipe taps unless specified otherwise.

C. Base Course and Backfill Placement: Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.



LEGEND			
No.	*	ITEM	DESCRIPTION
(A)		COPPER PIPE	TYPE K - SOFT
(B)		CORPORATION STOP	BRASS
(C)		SERVICE SADDLE CLAMP	(D.I., C.I., A.C.) **
(D)		SERVICE SADDLE CLAMP	(P.V.C.)
(E)		WATER MAIN PIPE	(D.I., C.I., A.C., P.V.C.)
(F)		WATER MAIN PIPE	(DUCTILE IRON (D.I.) ONLY)

* FURNISHED BY UTILITY AGENCY

** DI & CI PIPE MAY BE DIRECT TAPPED

Control valve

1. GENERAL

A. Before backfilling around valve box, get ENGINEER's inspection of drain installation. System must be pressurized during inspection.

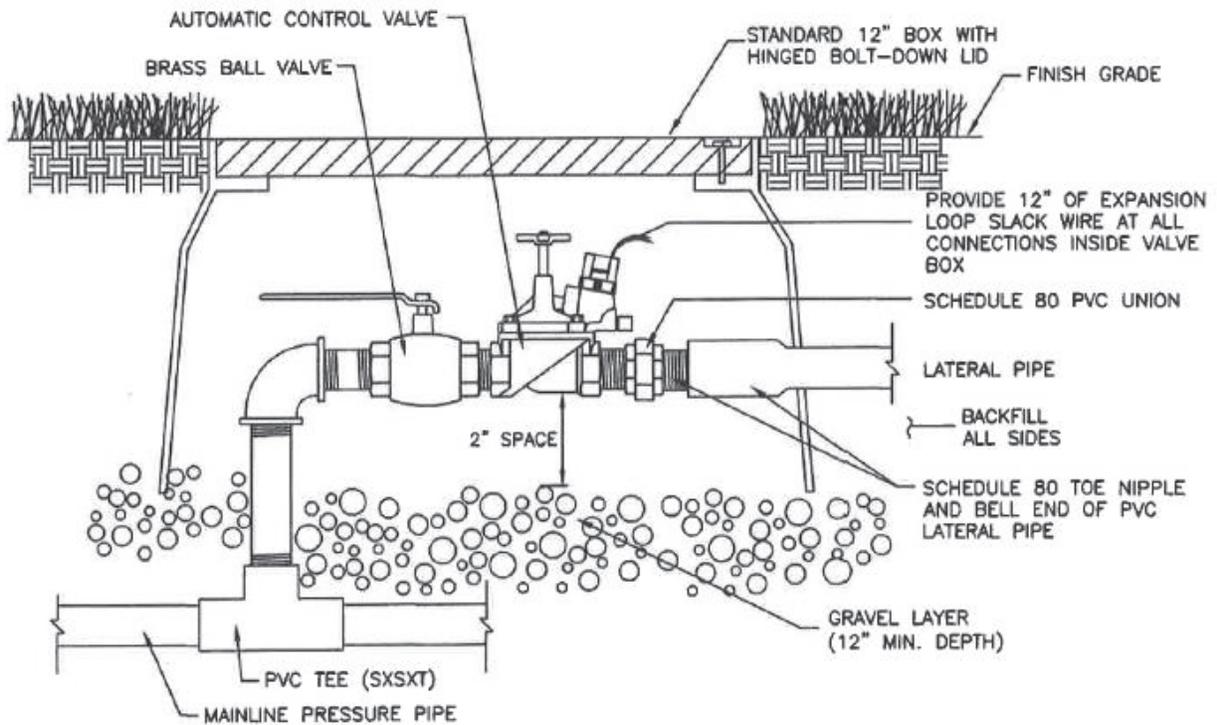
2. PRODUCTS

A. Backfill: APWA Section 31 05 13.
 1) Gravel with a maximum particle size 2-inches.
 2) Native soil.

3. EXECUTION

A. Install automatic controllers and wiring per manufacturer's recommendations.

NARRATIVE: USE SCHEDULE 80 THREADED PIPING



SXSXT = SLIP BY SLIP
 BY THREAD CONNECTIONS

Junction box

1. GENERAL

- A. Set all junction boxes to match grade of surrounding terrain.
- B. Other junction boxes subject to ENGINEER's acceptance.

2. PRODUCTS

A. Junction Box:

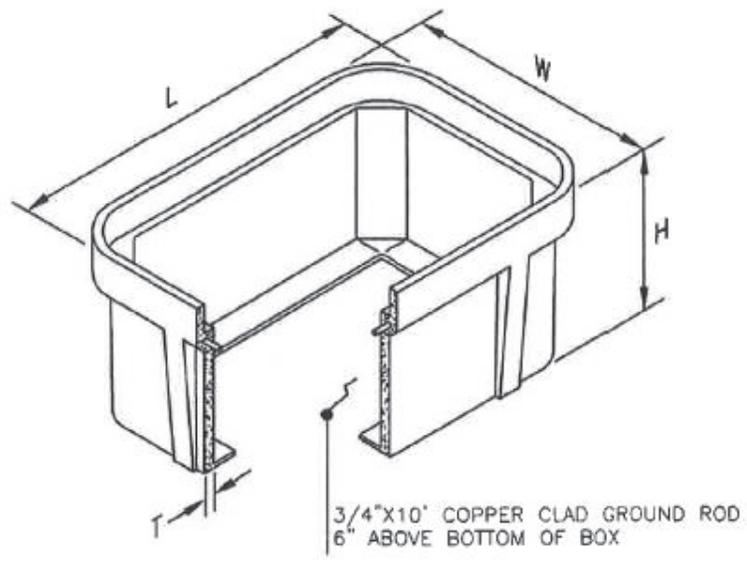
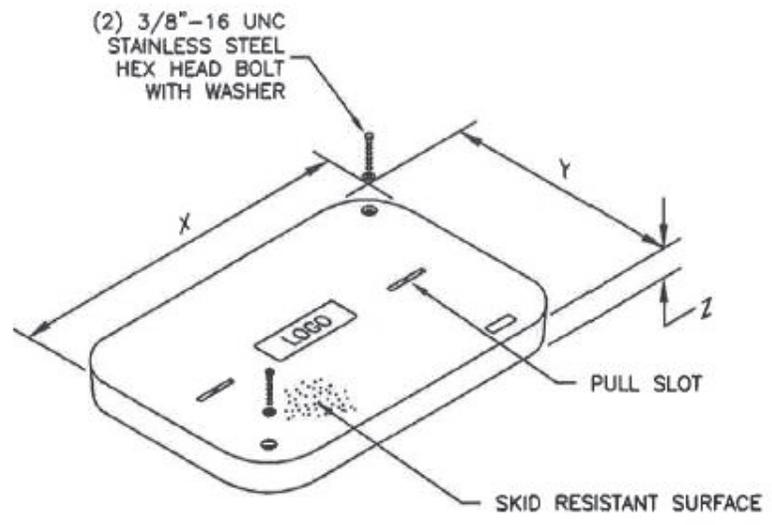
- 1) Support wheel load of 12,000 pounds and a maximum deflection of 1/2" with 8,000 pound load using a 10"x10" load.
- 2) Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
- 3) Logo
 - "SIGNAL" for signals
 - "STREET LIGHTING" for street lights
 - "SIGNAL" for interconnects
- 4) Made from polymer concrete consisting of sand and aggregate bound together with a polymer resin complying as a complete unit with the following properties

Property	ASTM	Polymer Concrete
Tensile Strength	C496	1,700 psi
Flexural Strength	D790	7,500 psi
Impact Resistance	D2444	72 foot-pounds
<i>Compressive Strength</i>	<i>C109</i>	<i>11,000 psi</i>
Effects of Acids	D543	Very Resistant
Effects of Alkalizes	D543	Very Resistant
Skid Resistance		0.50 coefficient

- B. Bolts, Nuts, Washers, Accessories: Stainless steel, APWA Section 05 05 23.

3. EXECUTION

- A. Cast conduit holes in junction box at the time of casting or drill at time of placement with no structural damage to box.
- B. Make all drilled holes match the outside diameter of the conduit.
- C. Ground: Install ground rod with each box installation.



TYPE AND DIMENSIONS							
TYPE	L	W	H	T	X	Y	Z
I	20 1/4	13 3/8	12	1/2	18 1/8	11 1/4	1 3/4
II	32 1/4	19 1/4	18	1 1/4	30 1/2	17 1/2	2
III	37 5/8	26	24	2	35 5/8	24	3
D	49 5/8	32 1/8	24	2	47 5/8	30 1/8	3

Screw-in base street light pole

1. GENERAL

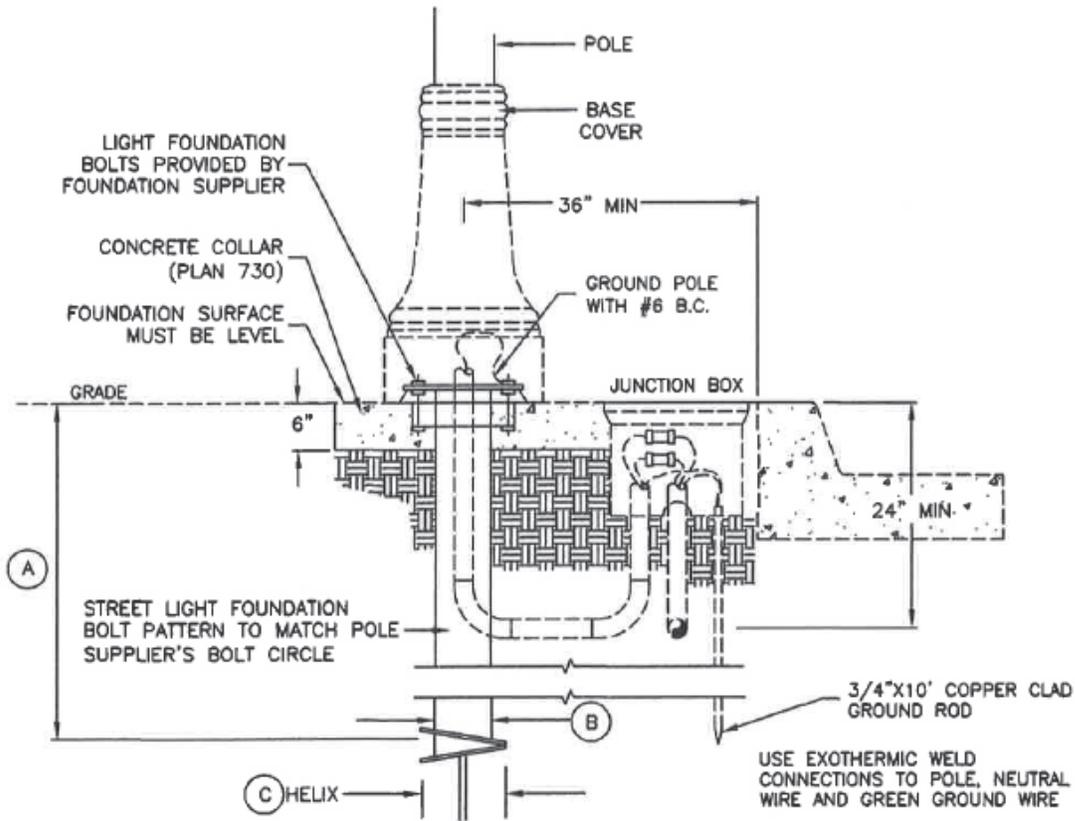
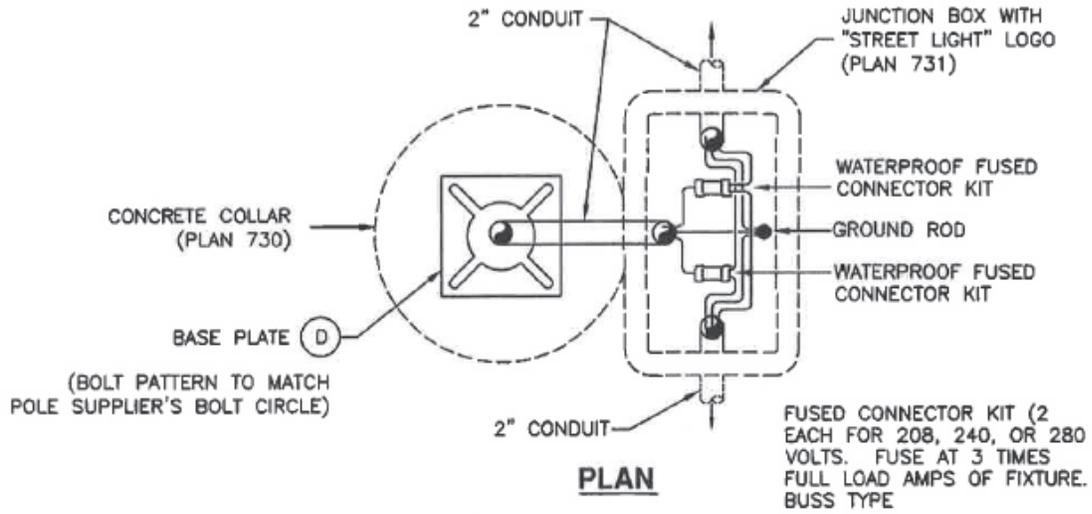
- A. Before screwing in the base, use key holing procedure or other procedure to verify position of underground utilities and pipelines.

2. PRODUCTS

- A. Concrete: Class 4000, APWA Section 03 30 04.
- B. Ground Cover: Match existing, APWA Section 32 93 13.
- C. Screw-in Base: Material and dimensions to meet or exceed manufacturer's recommendations.
- D. Bolts, Nuts, Washers, Accessories: Stainless or galvanized steel, APWA Section 05 05 23.
- E. Conduit: PVC schedule 40.

3. EXECUTION

- A. Keyhole to verify pole placement and protect utilities, APWA Section 31 23 16.
- B. Before concrete placement, place all conduits in same trench where possible.



POLE SIZE	LENGTH (A)	SHAFT (B)	HELIX (C)	PLATE (D)
8'-15'	60"	6.6"	12"	3/4'x12" SQ
16'-20'	60"	6.6"	12"	1'x15 3/4" SQ
21'-30'	84"	8.6"	14"	1'x15 3/4" SQ

ELEVATION

CONCRETE SIDEWALK

NOTES:

1. UNTREATED BASE COURSE: PROVIDE MATERIAL SPECIFIED IN APWA SECTION 32 11 23. DO NOT USE GRAVEL WITHOUT ENGINEERS PERMISSION. PLACE PER APWA SECTION 32 05 10. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8-INCHES AFTER COMPACTION.

2. CONCRETE: CLASS 4000 PER APWA SECTION 03 30 04.

- A. IF NECESSARY, PROVIDE CONCRETE THAT ACHIEVES DESIGN STRENGTH IN LESS THAN 7 DAYS. USE CAUTION, HOWEVER, AS SPIDER CRACKS DEVELOP IF AIR TEMPERATURE EXCEEDS 90 DEGREES F.
- B. PLACE PER APWA SECTION 03 30 10.
- C. UNLESS SHOWN OTHERWISE, PROVIDE 1/2 INCH RADIUS ON CONCRETE EDGES EXPOSED TO PUBLIC VIEW.
- D. APPLY A CURING COMPOUND PER APWA SECTION 03 39 00 OR USE AN ACCEPTABLE ALTERNATE CURING METHOD

3. EXPANSION JOINTS: FULL DEPTH 1/2 INCH THICK TYPE F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73. SET TOP OF FILLER FLUSH WITH SURFACE OF CONCRETE.

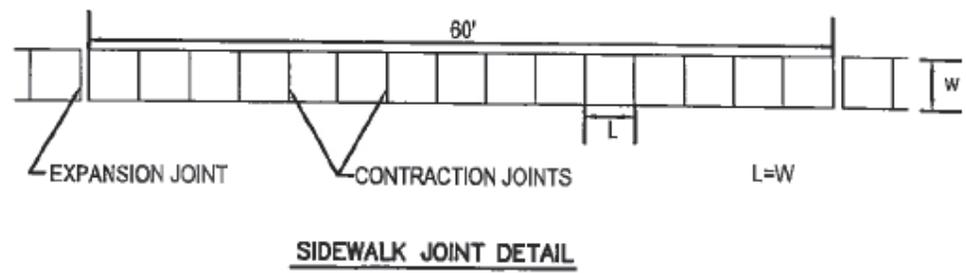
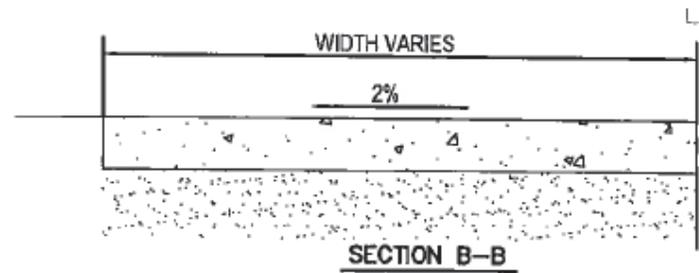
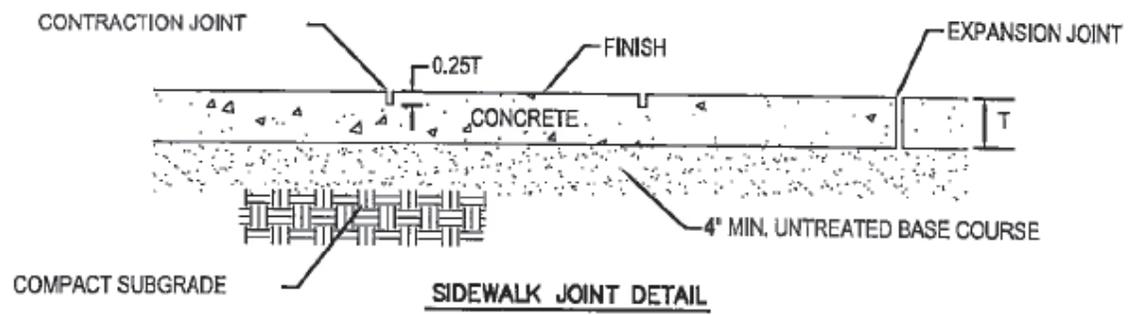
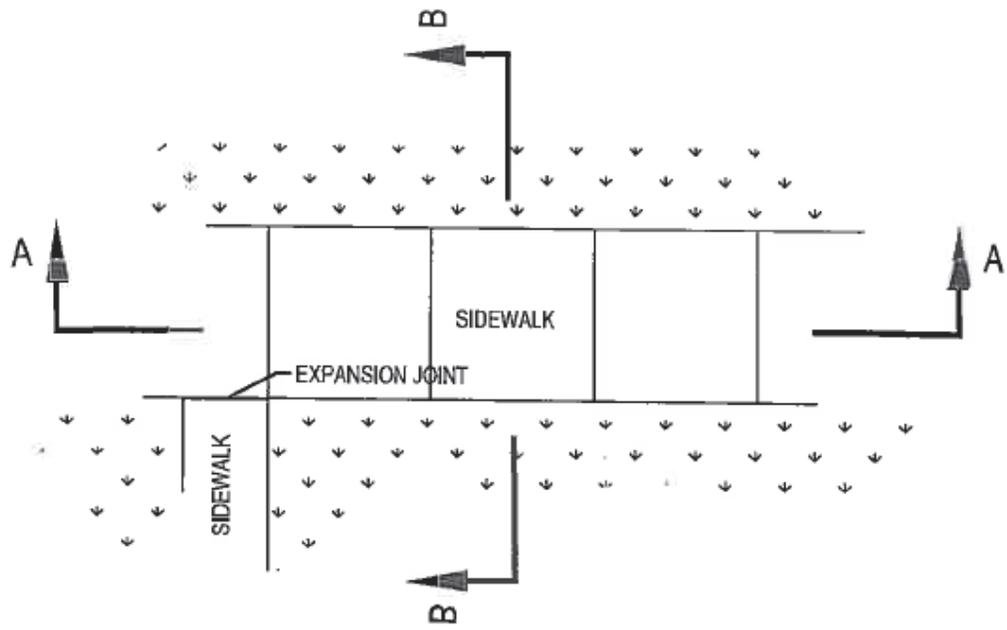
4. CONTRACTION JOINTS: MAKE CONTRACTION JOINTS VERTICAL, AT LEAST 1/8 INCH WIDE, AND 1 INCH DEEP OR 1/4 SLAB THICKNESS IF THE SLAB IS GREATER THAN 4 INCHES THICK.

5. FINISH: BROOMED

6. DEPTH OF SIDEWALK (T):

- A. NEW CONSTRUCTION: NOMINAL 6" IN RESIDENTIAL ZONES, 8" IN NON-RESIDENTIAL ZONES.
- B. REMOVAL AND REPLACEMENT CONSTRUCTION: MATCH EXISTING.

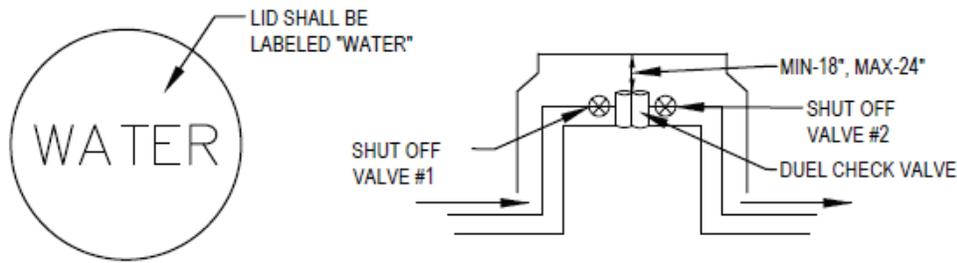
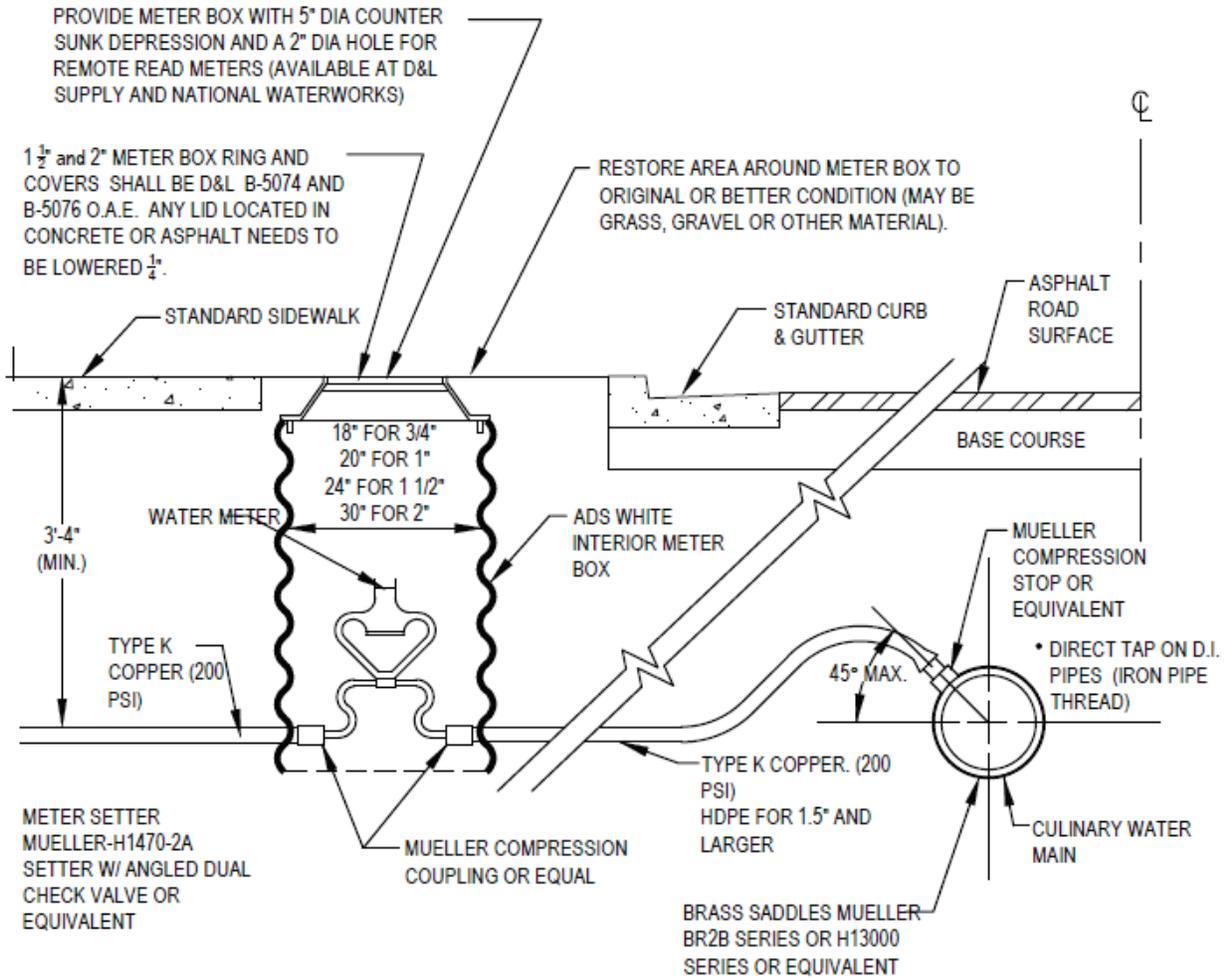
* MICRO -SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE MIX DESIGN. MICRO-SYNTHETIC FIBERS SHALL SERVE TO REDUCE PLASTIC SHRINKAGE CRACKING, REDUCE WATER MIGRATION, AND DAMAGE FROM FREEZE/THAW AND IMPROVE DURABILITY. FIBERS SHALL CONFORM TO ASTM 116/C 1116M, TYPE III FIBER REINFORCED CONCRETE AND SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS.



WATER SERVICE CONNECTION

NOTES:

1. 10'-0" MIN. EDGE TO EDGE HORIZONTAL CLEARANCE IS REQUIRED BETWEEN WATER AND SEWER LATERAL SERVICE.
2. WHERE WATER AND SEWER LATERALS MUST CROSS, WATER LATERAL SHALL BE 18" ABOVE THE SEWER LATERAL AS MEASURED FROM THE BOTTOM TO TOP OF PIPES. THIS SEPERATION SHALL BE MAINTAINED FOR AT LEAST 10'-0" EITHER SIDE OF CROSS POINT.
3. NO METER BOXES SHALL BE INSTALLED IN DRIVE APPROACHES OR SIDEWALKS.
4. MINIMUM LATERAL SIZE 3/4".
5. 1" METERS REQUIRE-20" METER BOX DIA.
6. PRIOR TO BACKFILLING AROUND METER BOX SECURE INSPECTION OF INSTALLATION FROM CITY.
7. BACKFILL: PROVIDE AND PLACE PER APWA SECTION 33 05 20. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.
8. PRESSURE TEST ALL WATERLINES AND SERVICES
9. WATER LATERALS ARE TO BE LOCATED 5' OFF OF THE PROPERTY LINE. WATER METERS ARE NOT TO BE RELOCATED AFTER INSTALLATION.
10. TYPE K COPPER PIPE IS PREFERRED ON LATERALS. HDPE PIPE CAN BE USED IF TRACER WIRE IS INSTALLED WITH THE LATERAL.
11. WATER LATERALS ARE TO BE INSTALLED AT 90° ANGLES FROM THE WATER MAIN AND EXTEND STRAIGHT OFF THE CORP STOP WHERE POSSIBLE (EXCEPTIONS WILL BE ALLOWED IN CUL-DE-SACS)
12. COORDINATE WITH THE CITY FOR INSTALLATION OF METERS LARGER THAN 1".
13. IT IS THE HOMEOWNERS RESPONSIBILITY TO MAINTAIN VALVE AND METER BOXES ON THEIR PROPERTY TO ENSURE THAT THEY ARE EXPOSED, ACCESSABLE AND AT GRADE.
14. 1 1/2" METERS REQUIRE-24" METER BOX DIA.
15. 2" METERS REQUIRE-30" METER BOX DIA. WITH A 30" TRAFFIC RATED RING AND COVER.

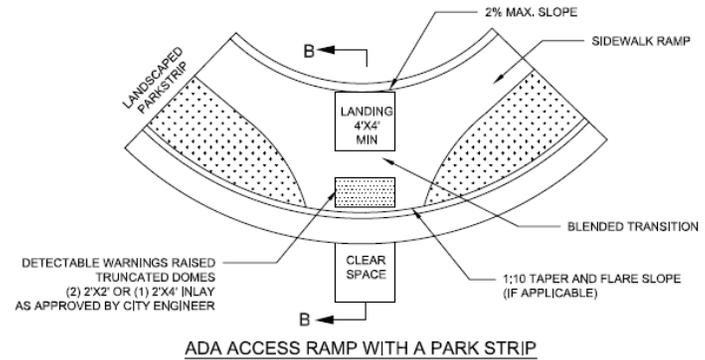
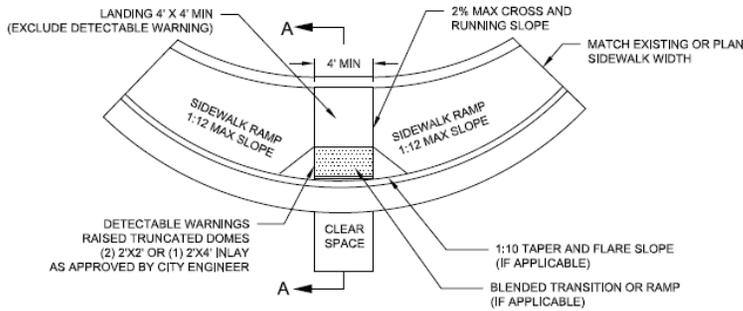
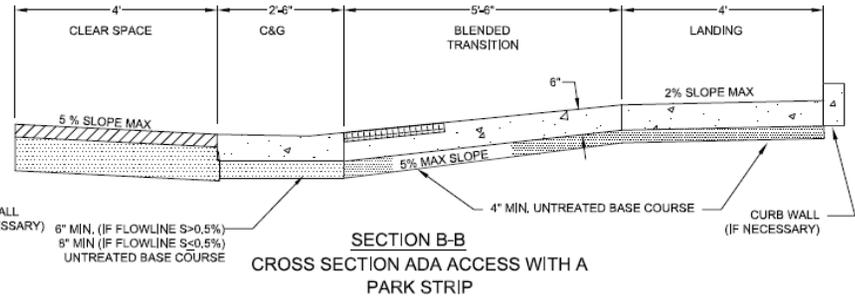
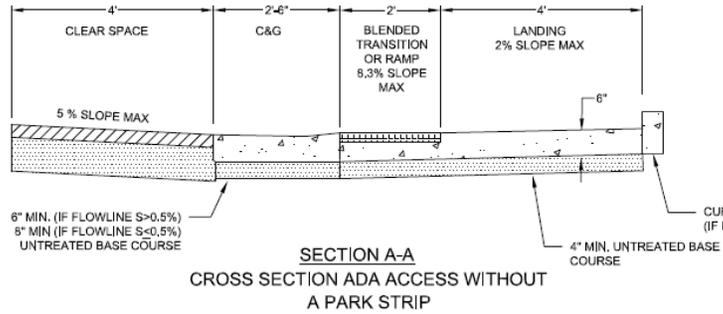


3/4" - 2" WATER SERVICE CONNECTION

PLAN NO. 521 SP
DRAWING 1 OF 1

REVISED 02/04/14

UTAH TRANSIT AUTHORITY



ADA ACCESS RAMP WITHOUT A PARK STRIP

ADA ACCESS RAMP WITH A PARK STRIP

GENERAL NOTES

- ALL CURB, CUTTER, SIDEWALK AND DRIVE APPROACHES SHALL BE DESIGNED AND STAMPED BY A LICENSED ENGINEER OR LAND SURVEYOR AND SHALL SUBMIT A PLAN AND PROFILE DRAWING TO THE CITY ENGINEER FOR APPROVAL.
- THE CITY ENGINEER WILL REQUIRE A LAYOUT INSPECTION.
- 24 HR. NOTICE WILL BE REQUIRED FOR ALL CONCRETE INSPECTIONS, THE INSPECTOR MAY INSPECT THE FOLLOWING:
 - A) DENSITY TESTS
 - B) GRADE VERIFICATION
 - C) SLUMP TESTS
 - D) AIR ENTRAINMENT TESTS
 - E) EXPANSION JOINT PLACEMENT
 - F) COMPRESSION CYLINDER TESTS
- CONCRETE
 - A) CONCRETE SHALL BE CLASS 4000 AS PER APWA SECTION 03 30 04
 - B) CONCRETE SHALL BE 6.5 BAG MAX
 - C) SLUMP SHALL BE LESS THAN 4"
 - D) AIR ENTRAINMENT SHALL BE 6% +/- 1%
- CURB AND CUTTER SHALL BE APWA STANDARD PLAN NO. 205 TYPE A.
- SIDEWALK SHALL ADHERE TO APWA STANDARD PLAN 231, SIDEWALK SHALL BE 2" THICK FOR ALL SIDEWALK IN RESIDENTIAL AREAS AND 3" IN COMMERCIAL. DRIVE APPROACHES SHALL BE 6" THICK FOR RESIDENTIAL AND 8" FOR COMMERCIAL, OR SPECIFIED BY PROJECT ENGINEER.
- FLARED DRIVE APPROACH SHALL BE APWA STANDARD PLAN NO. 221.
- WATERWAY SHALL BE APWA STANDARD PLAN NO. 211.
- REINFORCEMENT STEEL SHALL MEET REQUIREMENTS OF APWA SECTION 03 20 09.
- SIDEWALK RAMP DETECTABLE WARNINGS SHALL BE RED RAISED TRUNCATED DOMES.
- SIDEWALK RAMP DETECTABLE WARNINGS SHALL BE 2'X4' INLAYS AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
- CONCRETE PLACED IN COLD WEATHER CONDITIONS WILL BE PLACED IN ACCORDANCE WITH ACI 308R REQUIREMENTS.
- SEE APWA STANDARD PLANS 235 TO 238 FOR ADDITIONAL INSTALLATION DETAILS.
- TYPE D CURB AND GUTTER INSTALLATION MUST BE APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.

MAXIMUM SLOPES

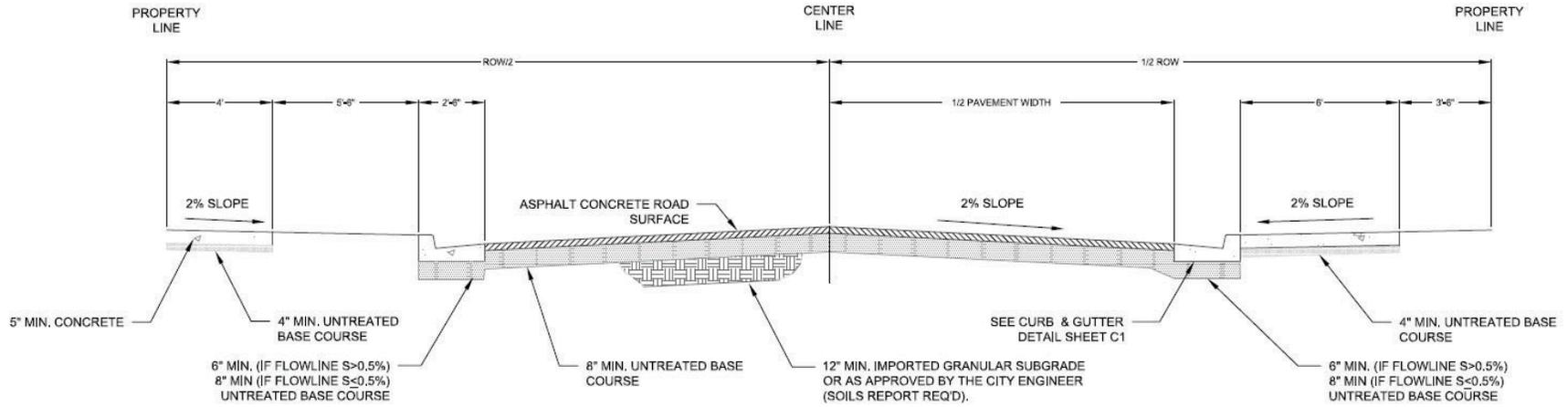
	RUNNING SLOPE	CROSS SLOPE
LANDING	1:48 (2%)	1:48 (2%)
RAMP	1:12 (8.33%)	1:48 (2%)
CLEAR SPACE	1:20 (5%)	1:48 (2%)
BLENDED TRANSITION	1:20 (5%)	1:48 (2%)

DATE	REVISIONS	MADE BY
4/10	GENERAL REVISIONS	MSP
4/15	GENERAL REVISIONS	CTZ
4/19	GENERAL REVISIONS	CTZ



MURRAY CITY CORPORATION
ENGINEERING DEPARTMENT
4846 SOUTH 500 WEST
MURRAY, UT 84123
801.270.6400

MURRAY CITY
ADA ACCESS SIDEWALK RAMP
DETAILS C - 1



ROADWAY SECTION ROW*

*SIDEWALK, PARK STRIP AND ROAD WIDTHS VARY IN THE MU, TOD AND MCDD ZONES

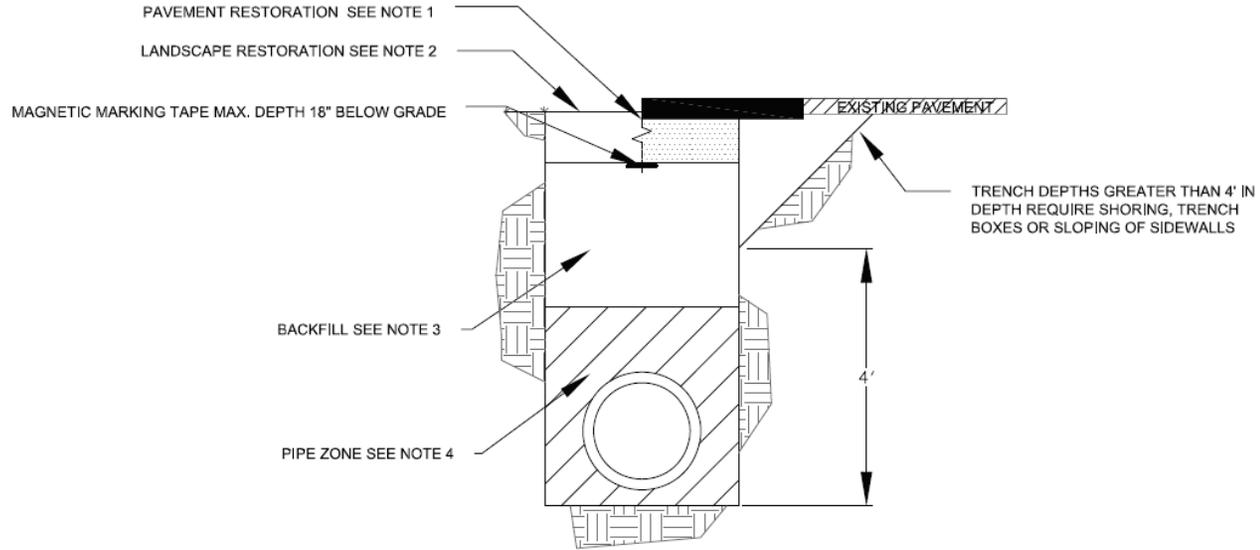
ROADWAY SECTION				
CLASSIFICATION	ROW (FT)	PAVEMENT WIDTH (FT)	LANES	PAVEMENT THICKNESS (IN)
ALLEY	25 TO 30	22 TO 25	2	3
RESIDENTIAL	49 TO 60	25 TO 35	2	3
MINOR COLLECTOR	60 TO 66	35 TO 40	2 TO 3	4
MAJOR COLLECTOR	66 TO 80	40 TO 60	2 TO 5	5 TO 6
MINOR ARTERIAL	66 TO 80	40 TO 60	3 TO 5	6 TO 7

DATE	REVISIONS	MADE BY
4/19	GENERAL REVISIONS	MSP
4/18	GENERAL REVISIONS	CTZ
4/18	GENERAL REVISIONS	CTZ



MURRAY CITY CORPORATION
 ENGINEERING DEPARTMENT
 4846 SOUTH 500 WEST
 MURRAY, UT 84123
 801 270-2400

MURRAY CITY
 ROADWAY DETAIL
 DETAILS C - 5



TRENCH BACKFILL

NOTES

1. DO NOT INSTALL ASPHALT OR CONCRETE SURFACING UNTIL TRENCH COMPACTION IS ACCEPTED BY ENGINEER. SEE PLAN 255 OR 256 OF 2017 APWA STANDARD PLANS.
2. PROVIDE 4" OF COMPACTED TOPSOIL AND MATCH TO EXISTING GRADE. PLACE VEGETATION TO MATCH PRE-EXISTING CONDITIONS.
3. GRANULAR BACKFILL BORROW MATERIAL TO BE A-1 CLASSIFICATION WITH A MAXIMUM PARTICLE SIZE OF 2". UNCOMPACTED LIFT THICKNESS TO BE A MAXIMUM OF 6" AND PLACED ACCORDING TO 2007 APWA SECTION 31 05 15. FLOWABLE FILL TO BE LOW STRENGTH (60 PSI) PER APWA SECTION 31 05 15.
4. PIPE ZONE MATERIAL TO BE PLACE ACCORDING TO 2017 APWA STANDARD PLAN 362.

DATE	REVISIONS	MADE BY
2/13	GENERAL REVISIONS	MSP
2/18	GENERAL REVISIONS	CTZ
9/19	GENERAL REVISIONS	CTZ

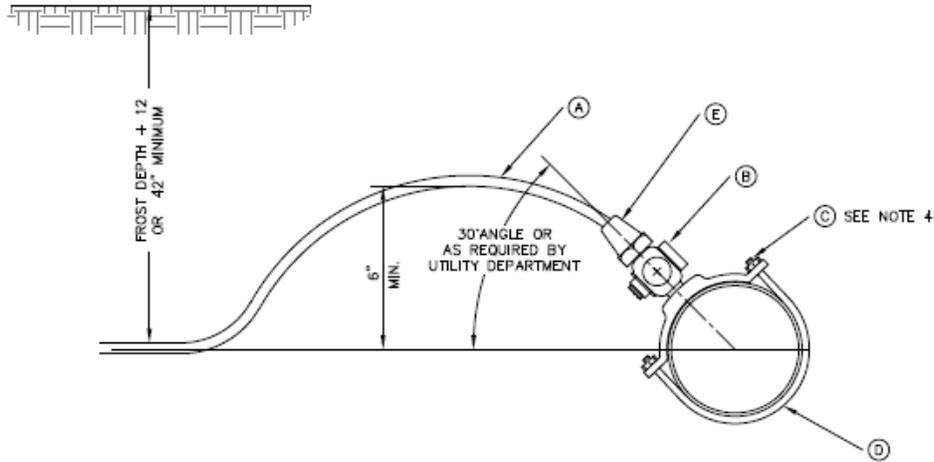


MURRAY

MURRAY CITY CORPORATION
 ENGINEERING DEPARTMENT
 454E SOUTH 500 WEST
 MURRAY, UT 84125
 801 276-2400

MURRAY CITY

TRENCH BACKFILL
 DETAIL C - 7



TYPE A – SADDLE CLAMP TAP

No.	ITEM	LEGEND	
		DESCRIPTION 3/4"	DESCRIPTION 1"
(A)	SERVICE PIPE	POLYETHYLENE IPS-ID 200 PSI SIDR-7 "BLUE" NSF APPROVED	POLYETHYLENE IPS-ID 200 PSI SIDR-7 "BLUE" NSF APPROVED
(B)	CORPORATION STOP	BRASS FORD FB 500-3	BRASS FORD FB 500-4
(C)	SERVICE SADDLE CLAMP	BRASS DOUBLE STRAP MUELLER: H 16109 FOR 8" FORD: 202B-962-IP3 MUELLER: H 16113 FOR 10" FORD: 202B-1212-IP3 MUELLER: H 16116 FOR 12" FORD: 202B-1438-IP3	 MUELLER: H 16109 FOR 8" FORD: 202B-962-IP4 MUELLER: H 16113 FOR 10" FORD: 202B-1212-IP4 MUELLER: H 16116 FOR 12" FORD: 202B-1438-IP4
(D)	WATER MAIN PIPE	PVC or D I PIPE	
(E)	CONNECTIN FITTING FROM PIPE TO CORPORATION STOP	MUELLER INSTA-TITE H-15456 RIPS NON-FLARED x INSTA-TITE	MUELLER INSTA-TITE H-15456 RIPS NON-FLARED x INSTA-TITE

NOTES:

1. INSPECTION: PRIOR TO BACKFILLING AROUND TAPS, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER APWA SECTION 33-05-20.
3. TAPPING: PLACE TAPS A MINIMUM OF 24 INCHES APART. USE A TAPPING TOOL WHICH IS SIZED CORRESPONDING TO THE SIZE OF THE SERVICE LINE TO BE INSTALLED. NO TAPS WITHIN 24 INCHES OF THE END OF THE PIPE.
4. SERVICE SADDLE: A SERVICE SADDLE CLAMP IS REQUIRED ON ALL PIPE TAPS.
5. TEFLON TAPE: TEFLON TAPE IS REQUIRED ON ALL TAPS.

DRAWING UPDATED JANUARY 2019

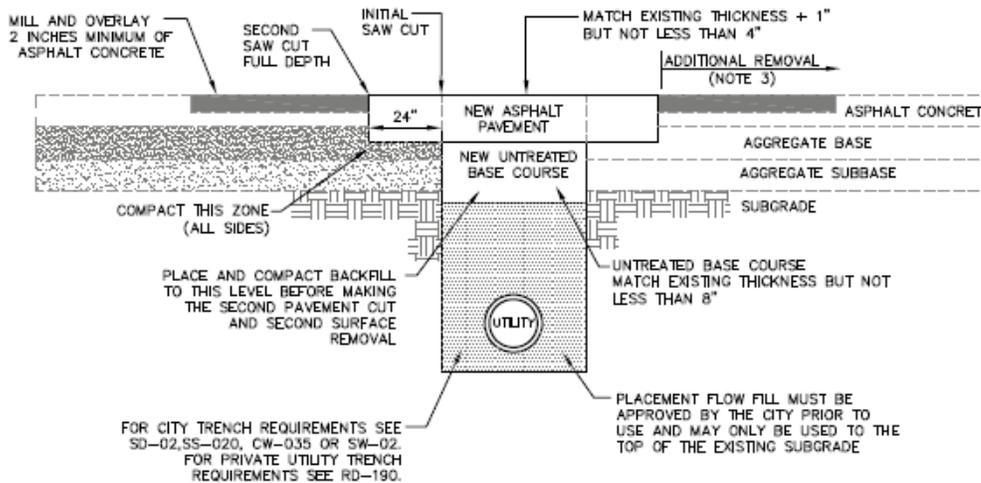
City of West Jordan, Utah



**SERVICE TAPS FOR
3/4 " AND 1" LATERALS**

PLAN
CW-105

ASPHALT TRENCH RESTORATION



ASPHALT TRENCH RESTORATION CONSTRUCTION NOTES

1. ENCROACHMENT PERMIT: ALL WORK INSIDE WEST JORDAN RIGHT OF WAY REQUIRES AN APPROVED ENCROACHMENT PERMIT. COPY OF PERMIT SHALL BE HELD ON-SITE.
2. INSPECTION REQUIREMENTS: CITY MUST BE NOTIFIED FOR THE FOLLOWING INSPECTION APPOINTMENTS 48 HOURS IN ADVANCE:
 - A. NOSE-ON OR TAP.
 - B. BACKFILL AND COMPACTION.
 - C. ROAD BASE COMPACTION.
 - D. PREPARATION OF SURFACE FOR ASPHALT.
 - E. ASPHALT PLACEMENT AND COMPACTION.

SURFACE RESTORATION SHALL BE DONE WITHIN 48 HOURS OF EXCAVATION, UNLESS OTHERWISE APPROVED BY THE CITY. TRAFFIC SHALL NOT BE PLACED ON UNTREATED BASE UNLESS APPROVED BY THE CITY. CONTRACTOR SHALL COVER ALL UNATTENDED EXCAVATIONS WITH STEEL PLATES.

CONTRACTOR SHALL PROVIDE THE CITY WITH A COPY OF THE DENSITY TESTING RESULTS PRIOR TO ASPHALT PLACEMENT.
3. ADDITIONAL PAVEMENT REMOVAL:
 - A. PARALLEL TRENCH: COLLECTOR OR ARTERIAL STREETS - REMOVE ADDITIONAL PAVEMENT TO A PAINTED LANE STRIPE, A LIP OF GUTTER OR AN EDGE OF THE PAVEMENT. RESIDENTIAL STREETS - REMOVE ADDITIONAL PAVEMENT FROM THE LIP OF GUTTER TO THE CENTER OF THE STREET. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL PAVEMENT RESTORATION IF DEEMED APPROPRIATE TO RESTORE THE ROADWAY TO THE ORIGINAL CONDITION.
 - B. PERPENDICULAR TRENCH: REPAIR TRENCH AS DESCRIBED IN THE STANDARD PLAN. MILL AND OVERLAY PAVEMENT 10 FEET EACH WAY FROM THE EDGE OF THE SECOND SAW CUT. CONTRACTOR SHALL COMBINE MULTIPLE TRENCH CUTS INTO ONE RESTORATION PATCH. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL PAVEMENT RESTORATION GREATER THAN 10 FEET IF DEEMED APPROPRIATE TO RESTORE THE ROADWAY TO THE ORIGINAL CONDITION.
4. NEW UNTREATED BASE COURSE: PROVIDE AGGREGATE CLASS "A" UNTREATED BASE COURSE MATERIAL SPECIFIED IN APWA SECTION 32 11 23. DO NOT USE GRAVEL OR SEWER ROCK. PLACE NEW MATERIAL PER APWA 32 05 10. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95 PERCENT IN LIFTS NOT EXCEEDING 6 INCHES THICK AFTER COMPACTION.
5. TACK COAT: PLACE AS SPECIFIED IN APWA SECTION 32 12 13.13. PROVIDE FULL TACK COAT COVERAGE ON ALL VERTICAL SURFACES.
6. ASPHALT PAVEMENT: USE PG-64-34 DM 1/2 HOT MIX ASPHALT CONCRETE AS SPECIFIED IN APWA SECTION 33 12 05. RAP SHALL BE NO MORE THAN 15 PERCENT OF THE MIX. INSTALL PER APWA SECTION 32 12 16.13 IN MAXIMUM 3 INCH LIFTS. COMPACT TO 94 PERCENT OF ASTM D2041 (RICE METHOD) PLUS OR MINUS TWO PERCENT. ASPHALT PLACED AFTER APRIL 15 AND PRIOR TO MARCH 1 WILL BE CONSIDERED TEMPORARY AND MUST BE REPLACED AFTER MARCH 1.
7. PATCH REPAIRS: REPAIR THE FOLLOWING CONDITIONS DURING THE CORRECTION PERIOD.
 - A. PAVEMENT SURFACE DISTORTION EXCEEDS 1/4 INCH DEMATION IN 10 FEET. REPAIR OPTION: PLANE OFF SURFACE DISTORTIONS. COAT WITH AN EMULSION THAT COMPLIES WITH APWA 32 12 03 AND PROVIDE SAND BLOTTER.
 - B. CRACKS 1/4 WIDE AND 1 FOOT LONG OCCUR MORE OFTEN THAN 1 IN 10 SQUARE FEET. REPAIR OPTION: CRACK SEAL PER APWA 32 01 17.
 - C. ASPHALT RAVELING IS GREATER THAN 1 SQUARE FOOT IN 10 SQUARE FEET. REPAIR OPTION: MILL AND INLAY.

DRAWING UPDATED JUNE, 2019

City of West Jordan, Utah

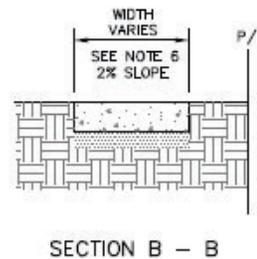
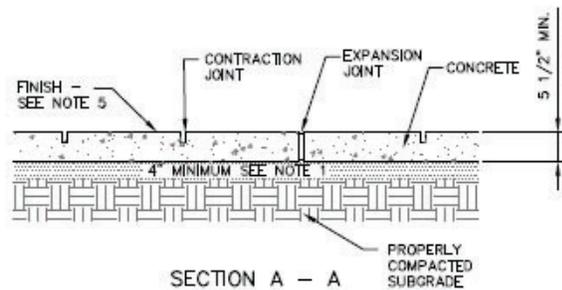
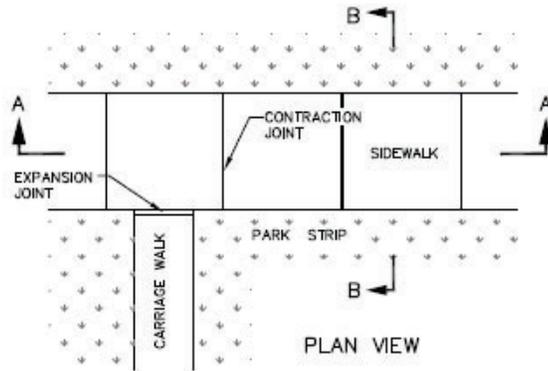


STANDARD TRENCH EXCAVATION RESTORATION

PLAN
RD175

NOTES:

1. UNTREATED BASE COURSE: USE CLASS A UNTREATED BASE COARSE GRADE 1 OR GRADE 3/4 PER APWA SECTION 32 11 23. USE OF SEWER ROCK OR RECYCLED AGGREGATE REQUIRES ENGINEER'S WRITTEN APPROVAL.
 - A. PLACE BACKFILL MATERIAL PER APWA SECTION 32 05 10.
 - B. COMPACT BACKFILL MATERIAL PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95 PERCENT OR GREATER.
2. CONCRETE: CLASS 4000 PER APWA SECTION 03 30 04.
 - A. IF NECESSARY, PROVIDE CONCRETE WHICH ACHIEVES DESIGN STRENGTH IN 72 HOURS (3 DAYS). USE CAUTION, HOWEVER, AS SPIDER CRACKS DEVELOP IF AIR TEMPERATURE EXCEEDS 90 DEGREES F.
 - B. PLACE CONCRETE PER APWA SECTION 03 30 10.
 - C. PROVIDE 1/2 INCH RADIUS ON ALL EXPOSED CONCRETE EDGES UNLESS OTHERWISE SHOWN.
 - D. APPLY A SEALING/CURING COMPOUND PER APWA SECTION 03 39 00. (TYPE ID CLASS A; CLEAN WITH FUGITIVE DYE)
 - E. PROTECT CONCRETE FROM PREMATURE DRYING, HOT OR COLD TEMPERATURES, GRAFFITI, AND MECHANICAL INJURY.
 - F. REPLACE CONCRETE DAMAGED BY MECHANICAL INJURY, OR THAT DOES NOT CONFORM TO REQUIRED LEVELS, LINES, DETAILS AND ELEVATIONS.
3. EXPANSION JOINTS:
 - A. PROVIDE FULL DEPTH 1/2 INCH THICK F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73. SET TOP OF FILLER FLUSH WITH SURFACE OF CONCRETE. PLACE EXPANSION JOINTS EVERY 50 FEET.
 - B. EXPANSION JOINTS ARE NOT REQUIRED IN SLIP FORM WORK EXCEPT AT THE START OR END OF THE WORK DAY, AND AT THE START OR END OF A STREET INTERSECTION CURB RADIUS RETURN.
4. CONTRACTION JOINTS: MAKE CONTRACTION JOINTS VERTICAL, AT LEAST 1/8" WIDE, AND 2 INCHES DEEP OR 1/4 SLAB THICKNESS IF THE SLAB IS GREATER THAN 8 INCHES THICK. PLACE CONTRACTION JOINTS EVERY 10 FEET.
5. FINISH: FINE HAIR BRUSH ON LONGITUDINAL GRADES LESS THAN 6 PERCENT. ROUGH GRADE BRUSH ON LONGITUDINAL GRADES GREATER THAN 6 PERCENT.
6. WIDTH OF SIDEWALK: 5 FOOT MINIMUM WIDTH ON RESIDENTIAL AND COLLECTOR ROADWAYS. 6 FOOT MINIMUM WIDTH ON ARTERIAL STREET AND WHEN ADJACENT TO CURB.
7. REBAR: CONTRACTOR TO USE 3/4 INCH COATED DEFORMED DOWELS ON 5 FEET MAXIMUM CENTERS WHEN SIDEWALK IS ADJACENT TO CURB AND GUTTER.



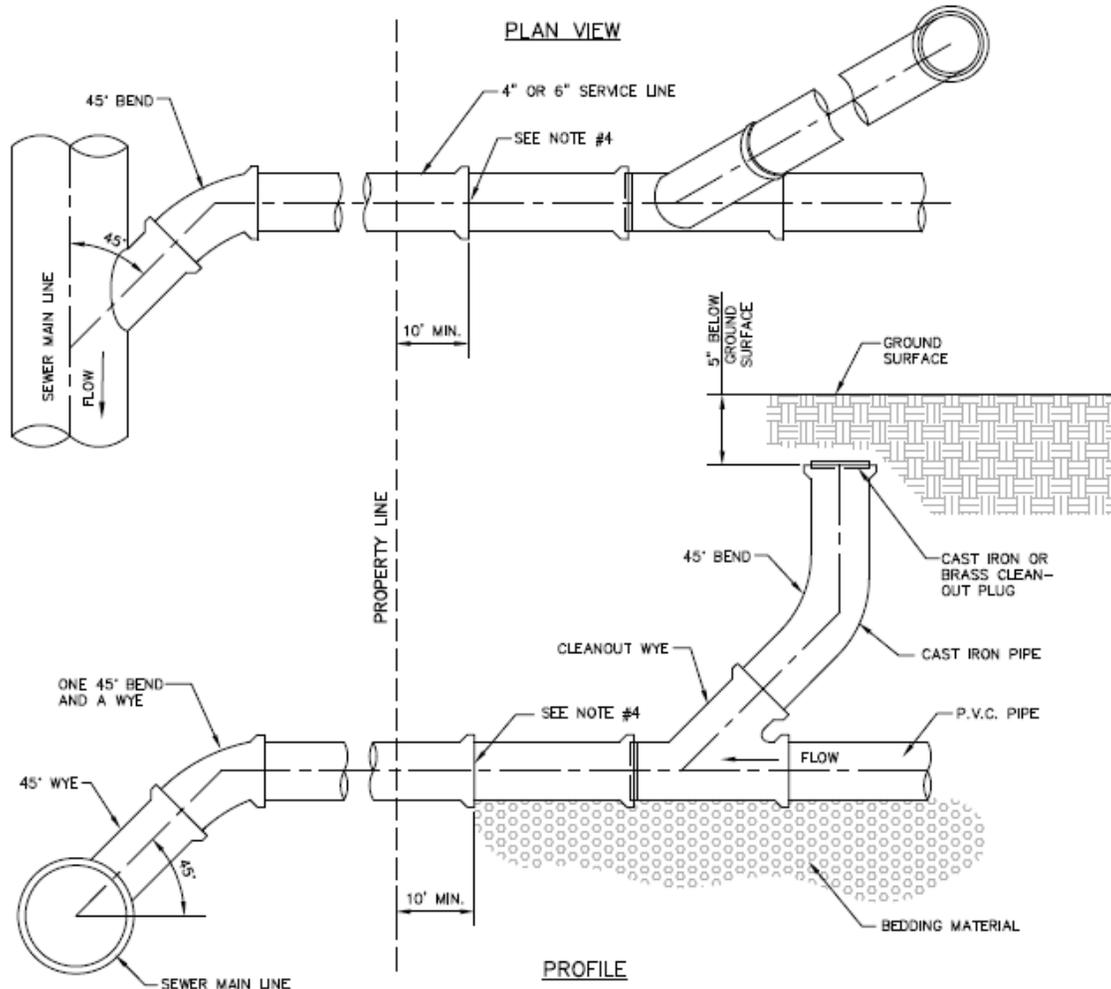
DRAWING UPDATED JUNE, 2019

City of West Jordan, Utah



STANDARD SIDEWALK

PLAN
RD200



NOTES:

1. INSPECTION:
 - A. PRIOR TO INSTALLATION, SECURE ACCEPTANCE BY ENGINEER FOR ALL PIPE, FITTINGS, AND COUPLINGS.
 - B. PRIOR TO BACKFILLING SEWER LATERAL, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. INSTALLATION:
 - A. PROVIDE WEST JORDAN CITY UTILITIES DEPARTMENT APPROVED WYE OR TEE WITH APPROPRIATE DONUT.
 - B. TAPE WRAP PIPE AS REQUIRED BY SOIL CONDITIONS.
 - C. CORE OUT PLUG IN SEWER MAIN. DO NOT BREAK INTO SEWER MAIN TO MAKE CONNECTION.
 - D. CONSTRUCT 4 INCH LATERALS WITH MINIMUM 2% SLOPE.
 - E. CONSTRUCT 6 INCH LATERALS WITH MINIMUM 1% SLOPE.
3. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER APWA SECTION 33 05 20.
4. LOCATION: CONTRACTOR TO MARK LATERAL WITH A PIN IN THE CURB AND RECORD LOCATION.

RAWING UPDATED JANUARY 2020

City of West Jordan, Utah



SANITARY SEWER LATERAL

PLAN
SS-25

UTA Operator Relief Room Construction-Farmington Station

Exhibit B- Cost Form

General Contractor | Calvin L Wadsworth LLC

Total Project Lump Sum Cost (from below) **\$ 399,848**

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Traffic Control/Flagging	LS	1	\$ 1,875
2	Climatized Precast Building	LS	1	\$ 154,000
3	Sewer Utility Connections	LF	103	\$ 23,022
4	Water Utility Connections	LF	34	\$ 9,890
5	Power Utility Connections	LF	128	\$ 14,443
6	SR II Low Lead Water Meter	EA	1	\$ 10,000
7	Directional Boring	LF	205	\$ 15,364
8	6" Concrete Pad and Footing For Building	SQ FT	570	\$ 7,729
9	30" Subbase Under Concrete Pad For Building	CU YD	53	\$ 4,030
10	6" Sidewalk	SQ FT	78	\$ 3,200
11	6" Subbase Under Sidewalk	CU YD	2	\$ 800
12	Grading	SQ YD	170	\$ 7,027
13	Relocate Irrigation Valves	LS	1	\$ 2,500
14	Remove Existing Tree	EA	2	\$ 600
Subtotal Bid Items				\$ 254,480
	General Conditions and Mobilization			\$ 66,885
	Bonding			\$ 5,000
	Profit and Overhead			\$ 73,483
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 399,848

All Items to include what is necessary to obtain a finished and operational project (including but not limited to pavement restoration for utility connections, junction boxes, manholes, fittings, etc. for utility connections, materials disposal, labor, equipment, permits)

UTA Operator Relief Room Construction-Fashion Place West Station					
Exhibit B- Cost Form					
General Contractor			Calvin L Wadsworth LLC		
Total Project Lump Sum Cost				(from below)	\$ 465,846
Instructions: Fill in the Subtotal, Total and Total Project Cost.					
Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost	
1	Traffic Control/Flagging	LS	1	\$ 2,500	
2	Climatized Precast Building	LS	1	\$ 154,000	
3	Sewer Utility Connections	LF	210	\$ 33,376	
4	Water Utility Connections	LF	190	\$ 38,596	
5	Power Utility Connections	LF	440	\$ 45,500	
6	Directional Boring	LF	140	\$ 8,725	
7	Replace Curb and Gutter	LF	30	\$ 3,225	
8	Replace Pedestrian Ramp	SF	40	\$ 2,180	
9	6" Concrete Pad and Footing For Building	SQ FT	730	\$ 10,120	
10	30" Subbase Under Concrete Pad For Building	CU YD	68	\$ 5,290	
11	Grading	SQ YD	105	\$ 5,547	
Subtotal Bid Items				\$ 309,059	
	General Conditions and Mobilization			\$ 68,369	
	Bonding			\$ 5,000	
	Profit and Overhead			\$ 83,418	
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 465,846	
All Items to include what is necessary to obtain a finished and operational project (including but not limited to pavement restoration for utility connections, junction boxes, manholes, fittings, etc. for utility connections, materials disposal, labor, equipment, permits)					

UTA Operator Relief Room Construction-Jordan Valley Station

Exhibit B- Cost Form

General Contractor Calvin L Wadsworth LLC

Total Project Lump Sum Cost

(from
below) \$ 438,719

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Traffic Control/Flagging	LS	1	\$ 2,500
2	Climatized Precast Building	LS	1	\$ 154,000
3	Sewer Utility Connections	LF	37	\$ 19,536
4	Water Utility Connections	LF	84	\$ 30,109
5	Power Utility Connections	LF	412	\$ 42,700
6	Directional Boring	LF	220	\$ 13,200
7	6" Concrete Pad and Footing For Building	SQ FT	646	\$ 7,929
8	30" Subbase Under Concrete Pad For Building	CU YD	60	\$ 909
9	6" Sidewalk	SQ FT	328	\$ 6,560
10	6" Subbase Under Sidewalk	CU YD	6	\$ 1,200
11	Grading	SQ YD	195	\$ 8,775
Subtotal Bid Items				\$ 287,418
	General Conditions and Mobilization			\$ 66,885
	Bonding			\$ 5,000
	Profit and Overhead			\$ 79,416
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 438,719
<p>**All Items to include what is necessary to obtain a finished and operational project (including but not limited to disposal of contaminated soil off-site, pavement restoration for utility connections, junction boxes, manholes, fittings, etc. for utility connections, materials disposal, labor, equipment, permits)**</p>				

UTA Operator Relief Room Construction-Midvale Central Station				
Exhibit B- Cost Estimate Form				
General Contractor		Calvin L Wadsworth LLC		
Total Project Lump Sum Cost				(from below) \$444,576
Instructions: Fill in the Subtotal, Total and Total Project Cost.				
Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Traffic Control/Flagging	LS	1	\$ 1,875
2	Climatized Precast Building	LS	1	\$ 154,000
3	Sewer Utility Connections	LF	160	\$ 42,233
4	Water Utility Connections	LF	50	\$ 22,500
5	Power Utility Connections	LF	320	\$ 33,500
6	Directional Boring	LF	325	\$ 7,800
7	Replace Curb and Gutter	LF	5	\$ 500
8	6" Concrete Pad and Footing For Building	SQ FT	646	\$ 8,157
9	30" Subbase Under Concrete Pad For Building	CU YD	60	\$ 3,000
10	6" Sidewalk	SQ FT	265	\$ 2,650
11	6" Subbase Under Sidewalk	CU YD	5	\$ 4,926
12	Grading	SQ YD	110	\$ 4,950
13	Remove Existing Tree	EA	1	\$ 600
14	Remove and Replace Street Light & Junction Box	LS	1	\$ 5,000
Subtotal Bid Items				\$ 291,691
	General Conditions and Mobilization			\$ 67,885
	Bonding			\$ 5,000
	Profit and Overhead			\$ 80,0000
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 444,576
All Items to include what is necessary to obtain a finished and operational project (including but not limited to pavement restoration for utility connections, junction boxes, manholes, fittings, etc. for utility connections, materials disposal, labor, equipment, permits)				

UTA Operator Relief Room Construction-Fort Union Station

Exhibit B- Cost Form

General Contractor Calvin L. Wadsworth LLC

Total Project Lump Sum Cost **(from below) \$511,192**

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Traffic Control/Flagging	LS	1	\$ 1,875
2	Climatized Precast Building	LS	1	\$ 154,000
3	Sewer Utility Connections	LF	868	\$ 109,029
4	Water Utility Connections	LF	143	\$ 36,619
5	Power Utility Connections	LF	125	\$ 14,000
6	Directional Boring	LF	130	\$ 7,800
7	Replace Curb and Gutter	LF	5	\$ 500
8	6" Concrete Pad and Footing For Building	SQ FT	570	\$ 741
9	30" Subbase Under Concrete Pad For Building	CU YD	53	\$ 3,180
10	6" Sidewalk	SQ FT	205	\$ 4,080
11	6" Subbase Under Sidewalk	CU YD	4	\$ 1,200
12	Grading	SQ YD	125	\$ 7,090
13	Remove Tree	EA	2	\$ 1,200
14	Relocate Irrigation Valves	LS	1	\$ 2,500
15	Remove and Replace Street Lighting and Junction Box	EA	1	\$ 2,000
Subtotal Bid Items				\$ 345,814
	General Conditions and Mobilization			\$ 69,885
	Bonding			\$ 5,000
	Profit and Overhead			\$ 90,493
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 511,192

All Items to include what is necessary to obtain a finished and operational project (including but not limited to pavement restoration for utility connections, junction boxes, manholes, fittings, etc. for utility connections, materials disposal, labor, equipment, permits, dust mitigation plan and implementation.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Manager Systems Engineering

TITLE:

Contract: UTA Transit Systems Consultant to Support Systems Engineering (WSP USA, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with WSP USA, Inc. for Systems Engineering Support in the not to exceed amount of \$8,569,638.00 for the 3 year base contract. Additional board approval will be required to exercise option years.

BACKGROUND:

On September 22, 2023, UTA issued Request for Proposal Package Number 23-03772VW ("RFQu") encouraging interested parties to submit proposals to perform the services described in the RFQu. Upon evaluation of the proposals submitted in response to the RFQu, UTA selected Contractor WSP as the preferred consultant to perform the Work.

The total not-to-exceed (NTE) amount of this contract including the two option years is \$11,369,638. The overall NTE amount for the first 3 base years of the contract is \$8,569,638. Staff is only requesting approval of the 3 base years of the contract and will return to the board for approval of any option years.

The Consultant will perform Engineering Professional Services under the day-to-day guidance of UTA. The Consultant for this project will be experienced in performing work related to transit systems, including train control, communications, traction power, and overhead catenary systems (OCS), as well as related capital programs. The Consultant will act as subject matter experts and augment UTA staff.

The Consultant will support Systems Engineering with tasks, such as:

- Verification/Validation Planning and Execution

- Risk Management and Mitigation
 - Compliance Management
 - MOW Training and Support
 - Configuration Management and Change Control
 - Support During Procurement Activities.
 - Document Control
 - Fiber Optic/Network Upgrades & Maintenance
 - Scope Creation
 - Cost Estimating
-

DISCUSSION:

In order to support and maintain UTA’s growing transportation systems, UTA requires the assistance and support of a Systems Engineering Support contractor. This additional support is essential to maintain the required cadence of systems engineering. UTA is requesting approval of contract 23-03772WV - UTA Transit Systems Consultant to support Systems Engineering with Professional Services Consultant WSP.

CONTRACT SUMMARY:

Contractor Name:	WSP USA, Inc.
Contract Number:	23-03772VW
Base Contract Effective Dates:	March 28, 2024, through February 28, 2027, with two additional one-year options to be exercised at UTA’s sole discretion following future board approval.
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Not to Exceed \$8,569,638 for 3-year base period
Procurement Method:	RFQu most qualified procurement
Budget Authority:	Capital Construction Budget and 2024-2028 Capital Plan

ALTERNATIVES:

Disapprove contract, resulting in delayed delivery of systems-related projects. This delay stems from the necessity to rely on in-house personnel for the required services. In many cases, UTA does not have sufficient in-house resources that are qualified to perform these services and execute them efficiently.

FISCAL IMPACT:

Funding for this contract is included in the 2024 - 2028 Approved Capital Plan under various project codes. This contract may be funded by a combination of federal and local sources. In instances where Consultant services are invoiced under a project code linked to federal funding, the corresponding federal grant may be allocated to cover the costs of said services.

ATTACHMENTS:

Contract 23-03772VW

PROFESSIONAL SERVICES AGREEMENT
UTA CONTRACT 23-03772VW
TRANSIT SYSTEMS CONSULTANT TO SUPPORT SYSTEMS
ENGINEERING

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 WSP USA Inc., (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Transit Systems Consultant to support systems engineering.

WHEREAS, On September 22, 2023, UTA issued Request for Proposal Package Number 23-03772VW (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQu, UTA selected 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 Contractors 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 February 28, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one (1) 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 at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay 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 RFQ including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. 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 to proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) 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 program manager Dean Hansen at dhansen@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 program manager Dean Hansen at

dhansen@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 program manager Dean Hansen at dhansen@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 Contractors, agent, officers, directors, employees, joint owners, affiliates and contractors.

11. **USE OF SUBCONTRACTORS**

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

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.

Matt Sibul, PD – PSC Administrator
Christopher Ferguson, SR. Signal Engineer
Wynn Chow, PE
Adam Lewis
Michael Hsiao, PE
Laurence Michael, PE

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

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

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 subcontractors 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 subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
 - a. The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the 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 included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subcontractor is exempt

under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Except for professional liability, 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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

20. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, 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 negligent 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 subcontractors 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 subcontractors 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/Consultant's Project Manager	Five calendar days
UTA's Chief Capital Service Officer/Consultant's Project Manager	Five calendar days
UTA's Executive Director/ Consultant's Chief Operating Officer	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, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

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: Vicki Woodward
669 West 200 South
Salt Lake City, Utah 84101

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

If to Consultant:
WSP USA Inc.

Shannon Bond
6510 S Millrock Dr, Suite 225
Salt Lake City, UT 84121

- 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 Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **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 subcontractor 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 subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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.02.07) 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.

37. **AMENDMENTS**

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

38. **COUNTERPARTS**

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

39. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

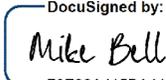
By:
Jay Fox
Executive Director

Date:

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 2/6/2024

Reviewed & Recommended

By:
Dean Hansen,
UTA Project Manager

Date:

WSP USA Inc.:


Matthew Sibul, PE
PSC Administrator
Fed ID# 11-1531569

Date: 2/6/2024

EXHIBIT A – SCOPE OF WORK

Work Assignments: Work assignments under this contract will be authorized by the UTA Project Manager using a work authorization form which contains a brief description of the work and the hours authorized to be expended. The contractor will not invoice UTA for work not authorized by the UTA Project Manager using a work authorization form. A work authorization form may be amended by the Project Manager if additional hours are required. The contractor will submit work authorization forms supporting each invoice submitted for payment.

Task 1 – Administration and Project Management

The PSC Administrator will be required to manage their consulting team, produce monthly invoices, coordinate with project stakeholders, organize and hold progress meetings, project planning, scheduling, and assist with budgets. The PSC administrator will work closely with the UTA Systems Engineering Project Manager.

This task includes, but is not limited to:

- Verification/Validation Planning and Execution.
 - Plan and develop activities, assess, and confirm that UTA systems meet specified requirements and perform as intended. Assist in project planning and delivery.
 - Develop official planning documentation, such as Quality Management Plans, Safety Management Plans, Project Delivery Plans, etc.
- Risk Management and Mitigation
 - Identify, assess, and address potential risks associated with a project to minimize any potential impact on the project scope, schedule, or budget.
- Compliance Management
 - Assist with oversight and maintenance of regulatory compliance documentation managed by the Systems Engineering Department. These documents include but are not limited to the Positive Train Control Safety Plan (PTCSP), and the Implementation Plan (PTCIP).
- Configuration Management and Change Control.
 - Assist with activities related to UTA’s change management processes, including the Management of Change (MOC), the UTA Configuration Management Control Plan (CMCP), and the Configuration Control Committee (CCC). This includes the proper management of a CMCP database.
- Support During Procurement Activities.
 - Assist with activities related to contract procurement, including technical activities such as preliminary designs, condition assessments, specification and standard drawing development.
- Document Control

- Manage, organize, and track project documentation throughout the entire project lifecycle. Documents include, but are not limited to:
 - Specifications, Standard Drawings, Design Criteria, Quality Management Plans, Safety Management Plans, Operation and Maintenance Manuals, etc.
- Interagency Coordination
 - Coordinate with stakeholders, including utility coordination, State and Federal compliance, cities and townships, internal UTA departments, such as Public Relations, Maintenance of Way, Capital Development, Capital Construction, Rail Operations, etc.
- Scope Creation
 - Define and create detailed scope of services documents for task orders, change orders, and future project procurements. Coordinate scope definition with UTA stakeholders, consultants, and external agencies.
- Cost Estimating
 - Create detailed cost estimates for individual task/change orders and future projects.
 - Develop cost estimates and budgets for 2-year plans, 5-year plans, and future projects.

Task 2 – Systems Engineering Oversight and Support

This task involves providing comprehensive oversight and support services to ensure the successful implementation of systems engineering processes throughout the duration of the PSC contract. The primary objective of this task is to ensure that the systems engineering activities are effectively planned, executed, and monitored to meet the project goals and requirements. The PSC will provide design and construction reviews, produce technical documents, coordinate with UTA staff and project stakeholders, perform and witness testing, develop projects, and provide general oversight.

This task may include field work, such as site visits, field and factory testing, engineering, and coordination.

This task includes, but is not limited to:

- Systems Design
 - Typically, systems projects will have a designer onboard, and the PSC will perform design oversight. In some cases, however, UTA may use the PSC as the designer on a project.
- Quality Control
 - Oversee and manage the quality control process from the planning phase to project completion. Ensure standards and specifications are met by the consultant.
- Technical Support and Guidance
 - Provide systems technical support and guidance to UTA staff.
- Contract Procurement

- Assist in the development of contract procurement documentation, including Requests for Proposals (RFQ's), Request for Qualifications (RFQ), and Requests for Bids (RFB), for future contract procurements. This process may involve cost estimating, scope definition, and project scheduling.
- Design Submittal Reviews
 - Review technical submittals. Expected submittals will include testing procedures, testing results, cutover plans, schedules, design submittals (IFR, IFC, and AIS).
- Systems Testing
 - Develop and administer System Integrating Testing (SIT).
 - Create test plans.
 - Perform tests.
 - Witness tests.
 - This activity will require onsite work.
 - Coordinate test trains with UTA dispatch.
 - Review test plans
 - Witness and oversee consultant testing. This will include Factory Acceptance Testing (FAT) and Standalone Testing (SAT).
- Project Development
 - Assist and lead project development efforts. Create high-level schedules. Identify and coordinate with stakeholders. Create Project Delivery Plans, Project Management Plans, Quality Management Plans, and Safety Management Plans.
 - Develop preliminary design, specifications, and project requirements.
- Project Readiness and Feasibility Reviews
 - Create official assessments for projects and task/change orders to determine the feasibility of the scope, cost, and timeline.
 - Identify risks, operational impacts, coordinate systems shutdowns and temporary systems configurations.
- Prepare Technical Reports and White Papers
 - Create documents that convey complex technical information to technical and non-technical audiences. Assist in creating quarterly reports for the Federal Railroad Administration (FRA).
 - This includes reports of past systems events as it includes developing white papers for potential systems solutions.
- Develop Technical Procedures
 - Develop new standard operating procedures (SOP's) for UTA Line and Signal staff. Assist in SOP changes and updates.
 - This task will require the PSC to develop and review testing and operating procedures that adhere to industry best practices, as well as FRA and FTA regulations.

- MOW Training
 - Assist the UTA MOW training department by providing subject matter expertise and developing training material.

EXHIBIT B – PRICING

23-03772VW Transit Systems Consultant to Support Systems Engineering “Labor Cost” Rate Proposal Sheet

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G&A and are fixed for the life of the contract subject to a yearly 4% escalation factor February of each calendar year.

Not-To Exceed Amounts: The UTA Project Manager and the Contractor shall agree on a not-to-exceed amount (NTE) for each year of the contract and for any option years which are exercised. These yearly NTE amounts may be adjusted by mutual agreement of the Parties as long as they stay within the overall contract NTE amount. The overall NTE amount for the first 3 base years of the contract \$8,569,638.

Appendix VIII - Pricing Form

23-3772VW UTA Transit Systems Consultant to support System Engineering Professional Services Contract

Firm	Prime	Sub	Discipline/Classification	Base Hourly Rate	Audited Overhead Rate	Fee%	Fully Loaded Hourly Rate
WSP-Matt Sibul	X		PSC Admin	\$ 150.01	139%	11%	\$ 397.96
WSP-Christopher Ferguson	X		Sr. Signal Eng	\$ 117.87	139%	11%	\$ 312.70
WSP-Adam Lewis	X		Sr. Signal Eng	\$ 85.10	139%	11%	\$ 225.76
WSP-Michael Hsiao	X		Sr. Electrification Eng	\$ 112.93	139%	11%	\$ 299.59
WSP-Laurence Michael	X		Sr. Electrification Eng	\$ 112.08	139%	11%	\$ 297.34
WSP-Dave Stewart	X		Signals	\$ 69.28	139%	11%	\$ 183.79
WSP-Claydon Pearson	X		Signals	\$ 76.03	139%	11%	\$ 201.70
WSP-Edward Xue	X		OCS Systems	\$ 60.63	139%	11%	\$ 160.85
WSP-Arvind Patel	X		Electrification	\$ 118.34	139%	11%	\$ 313.94

WSP-Stoil Stoilov	X		Electrification	\$ 110.04	139%	11%	\$ 291.93
WSP-Shannon Goins	X		Systems Integration	\$ 78.43	139%	11%	\$ 208.07
WSP-John Baker	X		Communications	\$ 92.10	139%	11%	\$ 244.33
WSP-Steve Witthaus	X		Communications	\$ 100.05	139%	11%	\$ 265.42
WSP-Tom Colacioppo	X		Communications	\$ 127.21	139%	11%	\$ 337.48
WSP-Mike Berman	X		Stray Current/Corrosion	\$ 100.30	139%	11%	\$ 266.09
WSP-Christopher Ferguson	X		Positive Train Control Support/Compliance	\$ 117.87	139%	11%	\$ 312.70
WSP-Joe Black	X		SOP/MOW Training	\$ 124.01	139%	11%	\$ 328.99
WSP-Noel Berry	X		Risk Management	\$ 120.76	139%	11%	\$ 320.36
WSP-Ashraf Aly	X		Estimating	\$ 115.30	139%	11%	\$ 305.88
WSP-Tristan Tate	X		BRT	\$ 77.68	139%	11%	\$ 206.08
WSP-Tom Hiles	X		BRT ITS System	\$ 89.03	139%	11%	\$ 236.19
WSP-Andrew Immroth	X		Bus Facilities/Electrification	\$ 99.96	139%	11%	\$ 265.18
WSP-Amanda Kirkendahl	X		Administration	\$ 39.25	139%	11%	\$ 104.13
WSP-Tammy Young	X		Accounting	\$ 50.41	139%	11%	\$ 133.73

Firm	Prime	Sub	Discipline/Classification	Base Hourly Rate	Audited Overhead Rate	Fee%	Fully Loaded Hourly Rate
Triunity - Amjad Pervaiz		X	Communications/Systems Engineer	\$ 120.16	129	10%	\$ 303.00
Triunity - Dean Lee		X	Communications/Systems Engineer	\$ 85.27	129	10%	\$ 215.02
Triunity - Keith Khan		X	Communications/Systems Engineer	\$ 131.08	129	10%	\$ 330.54

Triunity - Lee Castellion		X	Communications/Systems Engineer	\$ 124.80	129	10%	\$ 314.70
Triunity - Tim Kamper		X	Communications/Systems Engineer	\$ 104.00	129	10%	\$ 262.25
Triunity - Gary Atchison		X	Project Controls	\$ 101.53	129	10%	\$ 256.02
Triunity - Andrew Kean		X	Project Controls	\$ 87.45	129	10%	\$ 220.52
Triunity - Ken Hecker		X	Project Controls	\$ 86.52	129	10%	\$ 218.17
Triunity - Lukas Schroeder		X	Project Controls	\$ 53.31	129	10%	\$ 134.43
Triunity - Molly Natelborg		X	Project Controls	\$ 69.27	129	10%	\$ 174.67
Triunity - Jushalene Christensen		X	Project Controls	\$ 29.61	129	10%	\$ 74.67
Triunity - Steve Clevenger		X	Project Controls	\$ 72.71	129	10%	\$ 183.35

Exhibit C – Task Authorization Form Sample
Program Management/System Engineering Support Task Authorization

Task No. _____

Task Description:

Hours Authorized: _____

Cost Authorized: _____

UTA Program or Project Manager

Name:
Title:
Date:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Sarah Ross, Environmental Steward and Sustainability Specialist

TITLE:

Contract: Sustainability Audit Consultant (Jacobs Engineering Group, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the contract and associated disbursements with Jacobs Engineering Group, Inc. in the amount of \$239,619 to conduct the UTA sustainability audit.

BACKGROUND:

UTA's 2022-2030 Strategic Goals and Objectives have a key focus on improving the quality of life of Utahns. To reach this goal, UTA will develop a Sustainability Plan with the aim to enhance social well-being, protect the environment, and promote economic prosperity in the community. To better map out UTA's next steps, a thorough understanding of the organization's current state is needed.

DISCUSSION:

The contract number for the Sustainability Audit Consultant is 23-03775VW. The contract is for the consultant, Jacobs Engineering Company, Inc., to conduct an assessment of UTA's operations to determine UTA's total carbon footprint, water use, and waste creation; and determine improvement strategies.

The proposed assessment, data collection, and strategy planning from the consultant will inform UTA's first formal sustainability plan. This plan will help achieve the agency's 2030 goal of reducing UTA's carbon footprint by 25%. UTA recognizes the wide-ranging impacts of their transit services and is committed to "moving Utahns to a better quality of life." Garnering a better understanding of the current state of the organization will enhance UTA's environmental stewardship.

CONTRACT SUMMARY:

Contractor Name:	Jacobs Engineering Group, Inc.
Contract Number:	23-03775VW
Base Contract Effective Dates:	March 2024 - March 1, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$239,619.00
Procurement Method:	RFP Selection Process
Budget Authority:	UTA Capital Budget and 2024-2028 Capital Plan

ALTERNATIVES:

If this contract is not approved, efforts to meet UTA’s sustainability goals may be prolonged

FISCAL IMPACT:

Funding for this work is included in the Approved 2024-2028 Capital Plan.

ATTACHMENTS:

Contract

PROFESSIONAL SERVICES AGREEMENT
UTA CONTRACT #23-03775VW SUSTAINABILITY AUDIT
CONSULTANT

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

RECITALS

WHEREAS, UTA desires to hire professional services for Consultant who will conduct an assessment of UTA’s operations, determine the agency’s total carbon footprint, document their findings, and map out improvement strategies.

WHEREAS, On October 5, 2023, UTA issued Request for Proposal Package Number 23-03775VW (“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 Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

performance of the Work.

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

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. **PERIOD OF**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than **March 1, 2025**. This mutually agreed upon completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

(including any exhibits and attachments hereto).

2. UTA's 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. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

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

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

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

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

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to Project Manager Sarah Ross at sross@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to Project Manager Sarah Ross at

sross@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 Project Manager Sarah Ross at sross@rideuta.com.

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

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

11. **USE OF SUBCONSULTANTS**

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

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant'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.

Sal Mensah, Project Advisor

Veronika Vazhnik, PHD, Deputy Project Manager

Moha Parikh, PD

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

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

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

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

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

CONSULTANT'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

A. SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability Stated below. An excess liability policy or umbrella liability policy may be used to meet the 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 included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

- 1. Larger limits may be indicated after the Consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Consultant's insurance coverage shall be primary insurance and non-contributory (except for Professional Liability and Worker’s Compensation policies) with respect to all other available sources.
- 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA (except for Professional Liability Insurance). Consultant’s insurance shall be primary except for Professional Liability Insurance with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

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

All certificates and any required endorsements are to be sent to 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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

20. **OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within

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

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager, Moha Parikh	Five calendar days
UTA's Chief Capital Services Officer/Consultant's Portfolio Director Dawn Adams	Five calendar days
UTA's Executive Director/Consultant's Vice President/General Manager, Bruce Chalmer	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

If to Consultant:
Jacobs Engineering Group, Inc.
Sal Mensah, PE

Vice President, Utah Transportation
1999 Bryant street, Suite 3500
Dallas, TX 75201

- 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 Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

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

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

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.

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award of amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**

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

39. **COUNTERPARTS**

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

40. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By:
Jay Fox
Executive Director

Date:

JACOBS ENGINEERING GROUP, INC. :

DocuSigned by:
Josh Lawson
Josh Lawson
6EF519EAA159486...
Manger of Projects
Fed ID# 95-4081636

Date: 2/6/2024

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 2/6/2024

Reviewed & Recommended

By:
Sarah Ross
UTA Project Manager

Date:

EXHIBIT A – SCOPE OF WORK

Task 1 – Project Management

TASK 1.1 – PROJECT OVERSIGHT

The consultant is to conduct a high-level audit of UTA resource use in partnership with the Core Sustainability Team. The consultant will provide oversight for the audit, which includes conducting meetings, communicating with internal UTA team members, and managing the project.

TASK 1.2 – UTA PROJECT TEAM COORDINATION

Bi-weekly meetings will be held with Core Sustainability Team to review progress on the audit. The consultant will also attend monthly meetings with the Sustainability Steering Committee, which will support data collection. Additional coordination with other UTA team members and external partners may be needed to support the data collection. Below is a list of external partners, but is not limited to these, who may play a role in developing UTA’s Sustainability Plan.

- ***Rocky Mountain Power***
- ***Dominion Energy***
- ***Summit Energy***
- ***Other Utility, Water, and Waste Collection Providers***
- ***Utah Office of Energy Development***
- ***Utah Clean Cities Coalition***
- ***Utah Clean Energy***
- ***ASPIRE / Utah State University***
- ***Local Water Districts***
- ***Waste Management***
- ***EPA***
- ***DEQ***

Task 2 – Data Collection

TASK 2.1 – PEER REVIEW

The consultant will review sustainability plans from other transit agencies, government entities, universities, etc., to determine common themes and elements which UTA should consider incorporating. Four to six documents should be studied and summarized in a memo. Additionally, the consultant should identify comparable organizations with similar operations, size, and sustainability challenges. Key Sustainability Performance Indicators will be collected for comparison to UTA.

TASK 2.2 – UTA DATA REVIEW

The consultant will review and refine existing data collected by UTA staff, assess gaps

in current collection processes, and work with the Sustainability Steering Committee to collect all relevant data needed to inform the audit. A memo summarizing existing data, including any missing data or shortfalls in the data collection process, should be prepared. Additionally, information on other relevant initiatives should be collected. Sources of data may include but are not limited to:

- *Zero-Emission Bus Transition Plan*
- *Wattsmart UTA Energy Action Plan*
- *FrontRunner Forward Business Plan*
- *Utah State University Research*
- *UTA Long Range Transit Plan*
- *Future of Light Rail Study*
- *Facilities Strategic Plan*

Task 3 – Sustainability Audit

TASK 3.1 – UTA SUSTAINABILITY BASELINE

Utilizing the data collected in task 2.2, the consultant will create a report outlining the sustainability baseline that encapsulates key indicators and metrics. The sustainability baseline will enable UTA to set realistic targets, evaluate the impact of interventions, and effectively communicate its sustainability progress to stakeholders.

- ***Sustainability Inventory and Audit Outline***
 - Facilities
 - Energy Use
 - Natural Gas
 - Water Use
 - Waste Creation
 - Total Green House Gas Emissions
 - Total Carbon Footprint of Facilities
 - Current Recycling
 -
 - Vehicles and Equipment
 - Energy and Fuel Use
 - Bus
 - Light Rail
 - Commuter Rail
 - Paratransit
 - Vanpool
 - UTA-On Demand
 - White Fleet
 - Other Equipment
 - Total Green House Gas Emissions of Fleet
 - Total Carbon Footprint of Fleet

TASK 3.2 – PEER COMPARISON

UTA’s baseline data will be systematically compared to the data collected on peer agencies in task 2.1. This comparative analysis will provide valuable insights for UTA, highlighting areas where the agency excels and areas that require improvement. The consultant will employ a data normalization process to ensure accurate and fair comparisons. This normalization technique will account for variations in agency size, operational context, and other relevant factors, enabling a more meaningful and equitable assessment of UTA’s performance relative to its peers. By undertaking this analysis, UTA can gain a comprehensive understanding of its sustainability performance and identify targeted areas for enhancement.

Task 4 –Sustainability Framework

TASK 4.1 – SUSTAINABILITY STRATEGIES

The analysis will identify and recommend various sustainability strategies that UTA can implement. These strategies will encompass all of UTA’s operations, facilities, and fleet.

During the analysis, the consultant will evaluate the effectiveness of UTA’s existing sustainability initiatives and their alignment with organizational goals and potential for improvement. The consultant will ensure their recommended strategies build upon the organization’s current sustainability efforts, creating a cohesive and integrated approach.

In their final report, the consultant will provide a clear and concise overview of each strategy, emphasizing key considerations, benefits, and potential challenges associated with its implementation. This information will facilitate informed and evidence-based decision-making when implementing sustainability strategies. The identified strategies will be a foundation for developing implementation scenarios (task 4.3).

- ***Potential Strategies***
 - Energy
 - Fleet Electrification
 - Investing in Rocky Mountain Power vs. Private Renewable Energy
 - Replacement of Non-Renewables
 - Building and Lighting Upgrades
 - Energy Demand Management and Rate Schedule Optimization
 - Geothermal Heat Pump Potential
 - Water Use

- Drought Tolerant Landscaping
- Low Flow Fixtures
- Rainwater Management
- Recycling
- Waste
 - Reduce and Reuse Strategies
 - Rebuild vs. New Purchase
 - Optimized Recycling Program
- ***Recommended Considerations***
 - Current Best Practices
 - Current State and National Policies
 - Cost and Funding Opportunities
 - Social and Economic Impacts
 - Environmental Benefits
 - Risks

TASK 4.2 – PRIORITIZATION

The consultant will collaborate closely with the Sustainability Steering Committee to establish well-defined objectives to guide sustainability efforts.

The consultant will build upon the defined objectives and work with the Sustainability Steering Committee to develop a robust evaluation methodology. This methodology will serve as a systematic framework for assessing and comparing sustainability strategies to determine their suitability for implementation. It will provide a structured approach to evaluate potential strategies against established criteria, such as alignment with objectives, feasibility, impact potential, and resource requirements.

Using the evaluation methodology, the consultant and the Sustainability Steering Committee will prioritize sustainability strategies based on their alignment with the defined objectives and their potential to drive meaningful progress. This prioritization process will ensure that the most impactful and feasible strategies are identified and given due consideration for implementation.

TASK 4.3 – IMPLEMENTATION SCENARIOS

Based on the information collected, the consultant will develop implementation scenarios. These scenarios outline the specific steps, timelines, and resource requirements necessary to effectively implement recommended strategies and achieve desired sustainability outcomes. They serve as a practical guide for turning strategic recommendations into actionable initiatives.

Scenarios should include a baseline, which assumes sustainability practices stay largely the same as UTA grows. Next, a future scenario will evaluate the impact moderate investments can have on sustainability. Lastly, a future+ scenario will include a higher level of investment.

The consultant's recommendations will focus on assisting UTA in prioritizing investments that yield the most significant impact in terms of sustainability outcomes while minimizing costs. The recommendations will be geared toward identifying strategic opportunities that offer significant benefits to the organization and its stakeholders. This prioritization process will ensure that UTA maximizes its resources and effectively allocates investments for sustainable initiatives.

The consultant will explore and discuss grant opportunities that align with UTA's sustainability goals. This includes researching and identifying relevant funding programs, grants, and incentives from governmental organizations, foundations, or other entities. The recommendations will provide information on grant eligibility criteria, application processes, and potential benefits, enabling UTA to leverage external funding sources to support sustainability initiatives.

- ***Scenarios***
 - Baseline
 - Future
 - Future+
- ***Next Steps***
 - Recommendations for implementation

Task 5 – Report

The consultant will compile a comprehensive report that synthesizes the findings of the sustainability audit, peer review, sustainability strategies, and implementation scenarios. An initial draft report will undergo a review period to allow the UTA Sustainability team to provide feedback, ensuring that their perspectives and insights are incorporated. The final report will capture and summarize the lessons learned, providing a valuable resource for future reference and continuous improvement.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 2/28/2024

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

TITLE:

Contract: Compliance and Training Software Services (Skillsoft US LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and ratify award and authorize Executive Director to execute Contract 24-03828 with Skillsoft Corporation for a total value of \$563,378.46, which includes \$331,991.49 for the initial two terms through 6 January 2027 plus two additional one-year options for \$231,386.97 if exercised. Terms beyond the initial 5 month term are dependent on Skillsoft's GSA contract being effective.

BACKGROUND:

Until January 6, 2024, UTA had a contract with Skillsoft under a State of Utah contract, with a catalog of almost 8000 online courses. The topics available vary, UTA specifically purchased two products:

- 300 unique user licenses for their Compliance Complete training: content such as Safety and Harassment prevention that UTA needs to remain compliant with Federal and State laws.
- 300 unique user licenses for Expert 2.0: training on diverse topics such as Microsoft Suite, Leadership, Communication, Project Management, and more.

Compliance Complete is used for UTA employees and external vendors. Expert 2.0 is available to all UTA employees (almost 3000). Over the last two years, UTA has increased the use of these products, resulting in constant overages. Compliance Complete was used by 788 people in 2022 and was on its way to a bigger overage in 2023. Expert's use was close to 700. These overages result in a \$21,480.68 debt that UTA would be contractually obligated to pay, however, the Skillsoft team has been working with UTA to adjust the number of

licenses instead.

With a growing workforce, and a broader promotion of the Expert catalog to help all UTA employees develop professional skills, the number of licenses needs to be adjusted. We are aiming at 1500 licenses for each product. Under Skillsoft's GSA contract, the price per license has gone from \$175.32 to \$48.29 (Expert), and from \$33.48 to \$25.49 (Compliance), resulting in a \$110,663.82 yearly charge for the first three years, and a 3% price increase for the two one-year extensions. This would guarantee UTA this service until January of 2029.

DISCUSSION:

Skillsoft services were formerly contracted under a State of Utah cooperative contract which expired on January 6, 2024. This new contract (UTA CONTRACT #24-03828) with Skillsoft became effective on January 7, 2024 in order to prevent a lapse of service. It moves the UTA contract to a GSA schedule contract which expires on May 17, 2024, but has multiple options which allow the contract to continue until January 6, 2029 provided the options are exercised by GSA. The UTA GSA contract with Skillsoft has a base term of five (5) months, a second term of 31 months, and two additional one-year options. Skillsoft has received verbal assurances from GSA that its options will be exercised but UTA may not enter a firm commitment with Skillsoft extending beyond May 17, 2024, until Skillsoft's GSA options are formally exercised. UTA will not issue authority to proceed for the 2nd term until GSA options are exercised. UTA will extend Skillsoft's contract consistent with GSA's exercise of the Skillsoft options.

UTA needs to remain compliant with training in several topics. Skillsoft provides updated content on all of these, since all their clients are government entities, they have a level of expertise unmatched in the industry.

Skillsoft also provides updated content on different skills, which allows all UTA employees the opportunity to gain new skills and improve current ones.

If UTA does not increase the number of licenses, UTA would be required to pay for any future overages, which could potentially result in a bigger expense since increasing the number of licenses also decreases the price per license.

Having the content already developed by Subject Matter Experts, guarantees that UTA is providing compliance training that meets the requirements. It also helps create career development, and retention by giving employees access to a myriad of courses online. Finally, it alleviates the cost and time it would take to create this content in-house.

Skillsoft was selected as a vendor because it has an integration with our current Learning Management System, as well as many others in case we ever switched platforms. They have a GSA Schedule 70 contract that allows them to significantly lower their cost per license. From the State vendors, they are the only ones with the kind of compliance training that UTA needs. They have almost 8000 courses for upskilling.

CONTRACT SUMMARY:

Contractor Name:	Skillsoft US LLC
Contract Number:	24-03828
Base Contract Effective Dates:	January 7, 2024 through May 17, 2024 (First Term)

Extended Contract Dates:	May 18, 2024 thru January 6, 2027 (Second Term); 7 January 2027 thru 6 January 2029 (Two one-year options).
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$331,991.49 Initial Two Terms; \$231, 386.97 two one-year options. Total value = \$563,378.46.
Procurement Method:	GSA Contract 47QTCA19D002B
Budget Authority:	Approved Operating Budget

ALTERNATIVES:

If UTA chooses to go another route no vendor would likely have both products. The other option would be to create the content in-house, which would significantly delay all current projects.

FISCAL IMPACT:

. In 2024, \$110,663.82 is budgeted and allocated for the Skillsoft contract in the Approved FY2024 Operating Budget. Costs associated with the ongoing contract years are forecasted and included in 2024-2028 Financial Plan as follows:

- 2025 - \$110,663.82
 - 2026 - \$110,663.82
 - 2027 - \$113,983.73
 - 2028 - \$117,403.24
-

ATTACHMENTS:

- 1) Signed Contract, Skillsoft Agreement & Exhibit B
- 2) GSA_Skillsoft_Contract
- 3) GSA_extension



7 January 2024

Exhibit B to UTA Contract 24-03828

Utah Transit Authority
 Attn: Linda Watts
 669W 200S
 Salt Lake City, Utah 84101

Dear Linda:

This letter and any exhibits attached hereto sets forth the agreement between Skillsoft (US) LLC (**Skillsoft**) and Utah Transit Authority (**Customer**) and will confirm the purchase of the License(s) selected below (the **Agreement**). Customer hereby agrees to a termed license for the products and/or services selected below pursuant to the pricing set forth below and upon the License Terms and Conditions set forth in GSA Schedule 47QTCA19D002B.

Products, Services & Pricing:

Access to the following products and/or services selected below is for the applicable number of named authorized Customer employees (the **Authorized Audience**) during the period of time from the Start Date through the End Date (the **License Term**).

LICENSE DETAILS**1.1 INITIAL TERM: START DATE: 7 JANUARY 2024****END DATE: 17 MAY 2024**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT COMPLIANCE COMPLETE	1,500
SKILLPORT SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Percipio

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE-OPEN MARKET	1,500
PERCIPIO COMPLIANCE COMPLETE	1,500

DEPLOYMENT METHOD: Percipio Compliance

SKILLSOFT PRODUCT
PERCIPIO LMS CONNECTOR-OPEN MARKET

DEPLOYMENT METHOD: NO DEPLOYMENT**1.2 SECOND TERM:****START DATE: 18 MAY 2024****END DATE: 6 JANUARY 2025**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT COMPLIANCE COMPLETE	1,500
SKILLPORT SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services**START DATE: 18 MAY 2024****END DATE: 6 JANUARY 2027**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Percipio

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE-OPEN MARKET	1,500
PERCIPIO COMPLIANCE COMPLETE	1,500

DEPLOYMENT METHOD: Percipio Compliance

SKILLSOFT PRODUCT
PERCIPIO LMS CONNECTOR-OPEN MARKET

DEPLOYMENT METHOD: NO DEPLOYMENT



2. LICENSE FEES AND COMMITMENT. Customer’s total commitment hereunder is set forth below and is calculated as follows (the “Commitment Fee”). In the event there is a license period less than a 12-month term (Stub Period), the 1st annual license fee shall account for the Stub Period and may be prorated based on the length of term. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
7 January 2024 – 17 May 2024	USD 39,911.54
TOTAL	USD 39,911.54

All fees under this Agreement shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

The Commitment Fees for the Second Term set forth above in Section 1.2 are set forth below. Upon the renewal of Skillsoft’s GSA Schedule, Customer shall notify Skillsoft in writing (email will suffice) that the Second Term is exercised on or before 17 May 2024. In the event that Skillsoft’s GSA Schedule is renewed through at least 6 January 2027 and Skillsoft has not received notice from the Customer pursuant to the preceding sentence, the Second Term shall be deemed automatically exercised by Customer effective 18 May 2024.

YEAR/TERM	ANNUAL LICENSE FEES
18 May 2024 – 6 January 6, 2025	USD 70,752.31
7 January 2025 – 6 January 2026	USD 110,663.82
7 January 2026 – 6 January 2027	USD 110,663.82
TOTAL	USD 292,079.95

Notwithstanding anything set forth in GSA Schedule 47QTCA19D002B, Customer hereby agrees that the above Commitment Fees are fully committed and not subject to any opt-out provisions, subject to the terms of UTA Contract #24-03828 SKILLSOFT.

Renewal Option 1. Skillsoft agrees that Customer may renew the same licenses for the same Authorized Audience as set forth in Section 2 above and for an Annual License Fee of \$113,983.73 for an additional one (1) year term commencing on 7 January 2027 and continuing through 6 January 2028 provided that Customer notifies Skillsoft thirty (30) days prior to such renewal option.

Renewal Option 2. Skillsoft agrees that Customer may renew the same licenses for the same Authorized Audience as set forth in Section 2 above and for an Annual License Fee \$117,403,24 for an additional one (1) year term commencing on 7 January 2028 and continuing through 6 January 2029 provided that Customer notifies Skillsoft thirty (30) days prior to such renewal option.

If you are in agreement with the foregoing and are authorized to enter into this Agreement on behalf of your company, please indicate your agreement and acceptance by signing in the space below and returning one copy to Skillsoft.

SKILLSOFT (US) LLC

UTAH TRANSIT AUTHORITY

DocuSigned by:

 C9F375FA44C6475...
 Signature
 Christine williams

Print Name
 RVP, State, Local & Education Sales

Title
 2/7/2024

Date

Signature

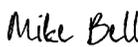
Print Name

Title

Date

X



DocuSigned by:

 70E33A415BA44F6...
 MIKE BELL



CUSTOMER INFORMATION EXHIBIT

BILL TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 236-4772
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101

SHIP TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 236-4772
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101



669 West 200 South
Salt Lake City, UT 84101

January 30, 2024

SOFTWARE SERVICES AGREEMENT UTA CONTRACT #24-03828 SKILLSOFT

This contract with Skillsoft (US) LLC is subject to the Terms and Conditions set forth in GSA Schedule 47QTCA19D002B.

The Term of this contract will have an effective date of January 7, 2024 and will remain in effect until May 17, 2024 per GSA Schedule 47QTCA19D002B current end date. The term may be extended by up to a total of five (5) years, provided Skillsoft's GSA contract options are exercised through at least January 6, 2029.

COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B Skillsoft Order Form covering the term January 7, 2024 thru May 17, 2024 plus any authorized extensions up to January 6, 2029.

UTAH TRANSIT AUTHORITY:

Jay Fox
Executive Director
Date

Alisha Garrett
Chief Enterprise Strategy Officer
Date

SKILLSOFT US LLC:

DocuSigned by:
Christine Williams
C9F375FA44C6475...

Christine Williams
Regional Vice President x
Date 2/7/2024





UTAH TRANSIT AUTHORITY

DocuSigned by:

By *Mike Bell*
70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 2/8/2024



669 West 200 South

Salt Lake City, UT 84101

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**MULTIPLE AWARD SCHEDULE
FSC GROUP MAS**

CONTRACT NUMBER: 47QTCA19D002B



Contract Period: 11/20/2018-11/19/2023

**Skillsoft (US) LLC
300 INNOVATIVE WAY
STE 201
NASHUA, NH 03062
(603) 324-3000 Telephone
(888) 631-7405 Toll Free
(603) 324-3009 Facsimile**

**Contract Administrator: Jennifer O'Connor, Jennifer.OConnor@skillsoft.com
Skillsoft is a Large Business**

Pricelist Current through Modification PO-0032, effective February 10, 2023

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!TM, a menu-driven database system. The INTERNET address for GSA Advantage!TM is: <http://www.GSAAdvantage.gov>.

Customer Information

- 1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.
Special Item Number 511210: Term Software License
Special Item Number 54151: Software Maintenance Services
Special Item Number 54151S: Information Technology Professional Services
Special Item Number 611420: Information Technology Training
Special Item Number OLM: Order-Level Materials (OLMs)

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession effecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
See Approved GSA Pricing

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.
Hourly rates are not applicable.

2. Maximum order.
511210: \$500,000
54151: \$500,000
54151S: \$500,000
611420: \$250,000
OLM: \$250,000

3. Minimum order.
\$100

4. Geographic coverage.
The Geographic Scope of Contract is Worldwide.

5. Point of production.
300 INNOVATIVE WAY
STE 201
NASHUA, NH 03062

6. Discount from list prices or statement of net price.
Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.
Prices shown are NET Prices; Quantity Discounts have been deducted.

8. Prompt payment terms.
Net 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items.
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

- 10a. Time of delivery.
- | SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|----------------------------|---------------------------------|
| 511210 | 10 Days |
| 611420 | As Negotiated |
| 54151S | As Negotiated |
| 54151 | As Negotiated |
| OLM | As Negotiated |
- 10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
As negotiated on the task order level.
- 10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
As negotiated on the task order level.
- 10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
As negotiated on the task order level.
11. F.O.B. point.
Destination
- 12a. Ordering address.
300 INNOVATIVE WAY
STE 201
NASHUA, NH 03062
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address.
By mail:
Skillsoft (US) LLC
P.O. Box 405527
Atlanta, GA 30384-5527
- Overnight/express mail:**
Bank of America Lockbox Svcs
Lockbox 405527
6000 Feldwood Road
College Park, GA 30349
- By Wire/ACH:**
Bank: Bank of America, N.A.
Bank Address: 100 N. Tryon Street Ste. 170, Charlotte, NC
Account Name: Skillsoft (US) LLC
Account #: 9425499979
SWIFT/ABA: BOFAUS3N/026009593
ACH ABA: 011400495
14. Warranty provision: 90 Days

15. Export packing charges are *not applicable*.
16. Terms and conditions of rental, maintenance, and repair are *not applicable*.
17. Terms and conditions of installation are *not applicable*.
- 18a. Terms and conditions of repair parts are *not applicable*.
- 18b. Terms and conditions for any other services are *not applicable*.
19. List of service and distribution points is *not applicable*.
20. List of participating dealers is *not applicable*.
21. Preventive maintenance is *not applicable*.
- 22a. Special attributes such as environmental attributes are *not applicable*.
- 22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Skillsoft's Commitment to Accessibility

Skillsoft is committed to creating and delivering eLearning and talent management solutions that are accessible to users regardless of age, ability, or situation. Skillsoft endeavors to exceed minimum accessibility requirements and is committed to being the market leader for accessible eLearning and talent management solutions.

Skillsoft conforms to Section 508 of the Rehabilitation Act by providing VPATs for the Skillsoft Products, including but not limited to Skillport 8i and Percipio Learner Platform. Skillsoft's most current information on its accessibility features is gathered and provided voluntarily, in compliance with Section 508 format and guidance, at: https://documentation.skillsoft.com/en_us/support/index.htm#topics/support_for_administrators/web_accessibility/spt_section_508_vpat.htm%3FTocPath%3DSupport%2520for%2520Administrators%7CWeb%2520Accessibility%7C4 and https://documentation.skillsoft.com/en_us/support/.

Please note that Skillport 8i accessibility is only supported on the Windows platform and using Internet Explorer. In addition, accessibility is not supported on mobile platforms.

Skillsoft makes available on Percipio add-on collections from third-party providers. Organizations purchasing such third-party collections are responsible for reviewing the applicable third-party's Section 508 capabilities and conformance. Skillsoft assumes no liability with regard to the accessibility of such third-party content offerings.

Any required Section 508, SCORM, and AICC testing will be done by [the agency]. If [agency] determines any furnished product or service is not in conformance with the contract, excluding those non-conformities identified in Skillsoft's VPATs, [agency] will promptly inform Skillsoft in writing. After review, if it is determined by Skillsoft and the Government or [agency] that any product or service furnished by Skillsoft does not conform to the described accessibility standards in the contract, excluding the exceptions noted in Skillsoft's VPATs, commercially reasonable remediation of said product or service to the level of conformance specified in the contract will be the responsibility of Skillsoft at its own expense, within a period of time to be agreed upon by the parties in writing.

For organizations hosting Custom content on Percipio, the [agency] is responsible for reviewing the 508 capabilities and conformance. Skillsoft assumes no Section 508 liability for Custom content offerings.

Skillsoft meets customer NIST requirements via its FedRAMP Authorization, Package ID: F1207261443. Customer can access Contractor compliance information at: <https://marketplace.fedramp.gov/#/product/private-cloud?status=Compliant&sort=productName&productNameSearch=skill>

23. Unique Entity Identifier (UEI) number: *PEKVEFZZQBM9*
24. Notification regarding registration in SAM.gov database: *IKU29*

Labor Category Descriptions

Job Title: Project Manager

Functional Responsibility:

Manage the integration and implementation

Provide direction within their respective teams

Identify team issues and risks, as well as mitigation plans

Prepare weekly status reports and executives reports

Manage Technical and Functional team schedules. Leads design and use workshops around system:

- Implementation Planning
- Organizational Readiness
- Business planning
- Content Strategies
- Competencies and Skills
- Reporting

Provides expertise in design requirements and communication strategies

Leads design requirements and course migration strategy

Leads communications management strategy

Manages overall engagement timeline and budget

Partners with customer implementation team members

Minimum Education: Bachelor's Degree, PMP Certification

Minimum Years of Experience: 10 years minimum experience

Job Title: Technical Consultant

Functional Responsibility:

- Responsible for creating and/or consulting on integrations, data migrations, synchronizations and enhancements
- Responsible for installation and testing of system
- Provides expertise in the technical components and data model
- Creates data mapping of required elements
- Responsible for designing any additional technical requirements
- Leads Technical Developers to drive development of custom code (if required)
- Determines course migration strategy
- Creates branding and consults on “look and feel” options

Minimum Education: Bachelor's Degree, SumTotal Platform Certification

Minimum Years of Experience: 10 years minimum experience

Job Title: Business Consultant

Functional Responsibility:

- Responsible for preparation and delivery of Configuration Workshop
- Identifies any reporting gaps
- Assists with System Testing as needed
- Develops business requirements for all lines of business
- Develops design requirements based on business requirements

Provides system and training configuration consulting services

Minimum Education: Bachelor's Degree, SumTotal Platform Certification

Minimum Years of Experience: 10 years minimum experience

Substitution Language

1. Master's degree may be substituted for TWO years of experience.
2. For all categories, a doctoral degree may be substituted for an additional THREE years of experience.
3. For all categories, TWO ADDITIONAL years of directly related job experience may be substituted for each year of college not attended.
4. Additional experience to be substituted for education must be in the area of the individual's assigned project responsibility.

Skillsoft GSA Price List

SECTION 1: PRICING GUIDELINES

- **Swaps/Exchanges:** Multi-year clients may swap or exchange their library on the anniversary date at no charge.
- **Progressive Pricing:** Skillsoft uses a Progressive Pricing Model. Progressive Pricing means the customer pays through each tier. As the number of licenses increases and moves through the tiers, the price per user in each tier takes effect and the average price per user decreases. In this model aggregated audiences cannot be leveraged across different products. Progressive Pricing establishes pricing consistency as it eliminates price gaps between tiers. With progressive pricing, the customer is able to buy what they need, instead of buying more licenses to get to a better unit price. Progressive pricing is determined at the agency level and licenses cannot be aggregated across multiple agencies. As an example of how Progressive pricing works for a customer that would like to purchase 100 SkillChoice Business licenses the following calculation occurs:
$$(\$391.93*4)+(\$304.92*10)+(\$226.17*10)+(\$180.73*25)+(\$159.04*50)+(1*\$145.88) = \$19,494.75 \text{ or } \$194.95/\text{license}$$
- One Additional Language = additional 5%
- Two Additional Languages = additional 10%
- Three Additional Languages = additional 15%
- All Additional Languages = additional 20%
- Library offerings cannot be leveraged together for higher audiences. A 500 Person IT Library and 500 Person Productivity & Collaboration Library cannot be added together to use the 1,000 person price.

Percipio localization cost:

- One Additional Language = additional 5%
- Two Additional Languages = additional 10%
- Three Additional Languages = additional 15%
- All Additional Languages = additional 20%

SECTION 2: CONTENT**Multi-Category Collections**

Skillsoft Advance 2.0 covers topical areas across Leadership & Business, Technology & Developer and Productivity & Collaboration Tools with content that includes courses, expert insight videos, test preps, mentoring, Skillsoft Aspire journeys, bootcamps and the option to deploy practice labs for hands on practice in a third-party sandbox environment.

Skillsoft Expert 2.0 is our most robust solution covering topical areas across Leadership & Business, Technology & Developer and Productivity & Collaboration Tools with content that includes courses, expert insight videos, test preps, mentoring, Skillsoft Aspire journeys, bootcamps, the option to deploy practice labs for hands on practice in a third-party sandbox environment and our Skillsoft Books solution containing audiobooks, summaries and full text books.

Audience	Skillsoft Expert 2.0	Skillsoft Advance 2.0
2 to 4	\$207.62	\$157.12
5 to 14	\$207.62	\$157.12
15 to 24	\$207.62	\$157.12
25 to 49	\$207.62	\$157.12
50 to 99	\$207.62	\$157.12
100 to 174	\$183.54	\$138.90
175 to 249	\$162.56	\$123.01
250 to 374	\$140.89	\$106.61
375 to 499	\$104.04	\$78.73
500 to 749	\$104.04	\$78.73
750 to 999	\$85.62	\$64.80
1000 to 1749	\$70.45	\$53.31
1750 to 2499	\$59.60	\$45.11
2500 to 3749	\$54.20	\$41.01
3750 to 4999	\$23.54	\$17.80
5000 to 6249	\$21.06	\$15.93
6250 to 7499	\$17.96	\$13.59
7500 to 8699	\$16.13	\$12.20
8700 to 9999	\$11.92	\$9.02

Note: All content licensed users will be delivered on a Percipio, Skillport and/or OLSA site. Implementation fees are required for all new sites.

Specialized Category Collections

These solutions provided targeted content offerings for functional specific roles or enterprise initiatives like developing leadership at all levels.

The base level collections of Tech & Dev and Business Advance include courses, test preps, mentoring and the option to deploy practice labs for hands on practice in a third-party sandbox environment with the Tech & Dev collections. The Expert level collections include everything that is in the base level collections plus books. The books collections include only books. SLDP is a multi-modal collection including courses, videos, books, audiobooks and book summaries.

SS = Skillsoft P&C = Productivity & Collaboration Tools Tech & Dev = Technology & Developer SLDP = Skillsoft Leadership Development Program

Audience	Tech & Dev Expert	Business Expert 2.0	Tech & Dev	Business Advance	Business Books	Tech & Dev Books	Engineering Books	SLDP
2 to 4	\$195.76	\$125.45	\$145.42	\$89.77	\$41.82	\$50.34	\$41.82	\$52.27
5 to 14	\$195.76	\$125.45	\$145.42	\$89.77	\$41.82	\$50.34	\$41.82	\$52.27
15 to 24	\$195.76	\$125.45	\$145.42	\$89.77	\$41.82	\$50.34	\$41.82	\$52.27
25 to 49	\$195.76	\$125.45	\$145.42	\$89.77	\$41.82	\$50.34	\$41.82	\$52.27
50 to 99	\$195.76	\$125.45	\$145.42	\$89.77	\$41.82	\$50.34	\$41.82	\$52.27
100 to 174	\$173.06	\$110.91	\$128.56	\$79.37	\$36.97	\$44.50	\$36.97	\$46.21
175 to 249	\$153.27	\$98.23	\$113.86	\$70.30	\$32.75	\$39.41	\$32.74	\$40.93
250 to 374	\$132.84	\$85.13	\$98.68	\$60.93	\$28.38	\$34.16	\$28.38	\$35.47
375 to 499	\$98.10	\$62.86	\$72.87	\$44.99	\$20.96	\$25.22	\$20.95	\$26.19
500 to 749	\$98.10	\$62.86	\$72.87	\$44.99	\$20.96	\$25.22	\$20.95	\$26.19
750 to 999	\$80.72	\$51.73	\$59.97	\$37.02	\$17.24	\$20.76	\$17.24	\$21.56
1000 to 1749	\$66.42	\$42.56	\$49.34	\$30.46	\$14.19	\$17.08	\$14.19	\$17.74
1750 to 2499	\$56.20	\$36.02	\$41.75	\$25.77	\$12.01	\$14.45	\$12.01	\$15.01
2500 to 3749	\$51.09	\$32.75	\$37.95	\$23.44	\$10.91	\$13.14	\$10.91	\$13.64
3750 to 4999	\$22.19	\$14.22	\$16.48	\$10.18	\$4.75	\$5.70	\$4.74	\$5.93
5000 to 6249	\$19.85	\$12.72	\$14.75	\$9.11	\$4.24	\$5.10	\$4.24	\$5.30
6250 to 7499	\$16.93	\$10.85	\$12.58	\$7.77	\$3.62	\$4.36	\$3.62	\$4.52
7500 to 8699	\$15.20	\$9.75	\$11.30	\$6.97	\$3.25	\$3.91	\$3.25	\$4.06
8700 to 9999	\$11.24	\$7.20	\$8.35	\$5.16	\$2.40	\$2.89	\$2.40	\$3.00

Note: All content licensed users will be delivered on a Percipio, Skillport and/or OLSA site. Implementation fees are required for all new sites

<u>ES&H Courseware Collection</u>	<u>Legal Compliance Courseware Collection</u>
Content Solution Areas ES&H Solution Area Monthly Library Updates Percipio, Skillport or Training Academy Hosting	Content Solution Areas Legal Compliance Solution Area Monthly Library Updates Percipio, Skillport or Training Academy Hosting

Audience	ES&H Collection GSA Price	Legal Compliance GSA Price	Compliance Complete Collection GSA Price (Skillport, Percipio or Academy)	Compliance ACCESS GSA Price (Skillport, Percipio or Academy)
100 to 199	\$23.84	\$23.84	\$36.32	\$17.03
200 to 299	\$19.87	\$19.87	\$30.27	\$15.28
300 to 399	\$17.48	\$17.48	\$26.63	\$14.19
400 to 499	\$16.69	\$16.69	\$25.42	\$13.10
500 to 599	\$16.69	\$16.69	\$25.42	\$12.55
600 to 749	\$15.89	\$15.89	\$24.21	\$12.55
750 to 799	\$15.89	\$15.89	\$24.21	\$12.55
800 to 899	\$15.89	\$15.89	\$24.21	\$12.55
900 to 999	\$15.89	\$15.89	\$24.21	\$12.01
1000 to 1199	\$14.30	\$14.30	\$21.79	\$11.46
1200 to 1399	\$13.50	\$13.50	\$20.58	\$10.91
1400 to 1499	\$13.50	\$13.50	\$20.58	\$10.91
1500 to 1999	\$10.33	\$10.33	\$15.74	\$9.82
2000 to 2999	\$10.33	\$10.33	\$15.74	\$9.01
3000 to 3749	\$7.95	\$7.95	\$12.11	\$8.18
3750 to 3999	\$3.97	\$3.97	\$6.06	\$7.09
4000 to 4999	\$3.97	\$3.97	\$6.06	\$6.55
5000 to 5249	\$3.97	\$3.97	\$6.06	\$6.28
5250 to 5499	\$3.17	\$3.17	\$4.84	\$6.01
5500 to 6499	\$2.38	\$2.38	\$3.63	\$4.91
6500 to 7499	\$2.38	\$2.38	\$3.63	\$4.36
7500 to 8499	\$2.38	\$2.38	\$3.63	\$4.09
8500 to 9999	\$2.38	\$2.38	\$3.63	\$3.55
10000 to 14999	\$1.59	\$1.59	\$2.42	\$3.27
15000 to 19999	\$1.59	\$1.59	\$2.42	\$2.73
20000 to 24999	\$1.59	\$1.59	\$2.42	\$2.19
25000 to 29999	\$1.59	\$1.59	\$2.42	\$1.63

Note: All content licensed users will be delivered on Percipio/Skillport/Academy site. Implementation fees are required for all new sites.

Implementation Services

Option	Percipio Build Only	Percipio Fast	Essentials Implementation	Percipio Guided	Percipio Strategic	PES LMS Integration	Percipio/Skillport/OSLA/ Academy Compliance
Approach							
Cost	\$0	\$1,410.58	\$4,312.34	\$16,120.91	\$28,211.59	\$5,000	\$1,410.58
Organizational complexity	N/A	None	Minimal	Some	Sophisticated	N/A	N/A
Assigned training needs	N/A	N/A	N/A	Few	Multiple	N/A	N/A
Custom channel plans*	N/A	None	Minimal	Some	Significant	N/A	N/A
PS Engagement	N/A	Tactical	Tactical	Some advisory consulting	Guided customer configuration and consulting	Technical integration	Tactical
Output	Standard	Standard	Standard	Standard with minimal customer-centric design	Customer-centric design and engagement	TPLMS Integration	Standard
Focus	System	System	System	System w/some business	System and business	System	System
Project duration	N/A	Pre-defined 2-4 weeks	Pre-defined 4 weeks	8 weeks	12 weeks	8 weeks	Pre-defined 30-90 days
Deliverables							
Site implementation	✓	✓	✓	✓	✓	✓	✓
Branding	Customer self service	Customer self service	✓	✓	✓	✓	✓
Recorded online training	✓	✓	✓	✓	✓	✓	✓
Web based orientation/ kick-off	N/A	1 hour	2 hours	2 hours	2 hours	1 hour	2 hours
Supplemental expert training	N/A	2, 1-hour sessions	3, 1-hour sessions	Up to 8 hours total in 1- or 2-hour increments	Up to 8 hours total in 1- or 2-hour increments	2, 1-hour sessions	2, 1-hour sessions
SSO	N/A	✓	✓	✓	✓	✓	✓
Data upload	N/A	N/A	With standard attributes	With standard attributes	With custom attributes	N/A	With standard attributes
Custom Channel Overview*	N/A	N/A	Review configuration and best practices	Review configuration and best practices	Strategy working session, one day	N/A	N/A
Audience and Assignment Support	N/A	N/A	Overview of importance and best practices	Consult with customer around best practice	Working session and consulting support	N/A	N/A
Marketing plan review	N/A	N/A	N/A	N/A	2-3 hours virtual session	N/A	N/A
Reporting	Out of the box reporting	Out of the box reporting	Out of the box reporting	Out of the box reporting	Out of the box reporting	Out of the box reporting	2 custom reports using existing templates

Services	Overview	Cost
Certification Management Services (CAPM/PMP)	Provides a multi-phased blended learning solution that delivers comprehensive preparation for certification exams using a variety of learning assets. In addition, Skillsoft recognizes instructor-led training (ILT) as a critical component for exam preparation and offers options for incorporating ILT (either via Skillsoft’s Live Learning solution or Customer-sourced ILT) to further enhance the learning experience and overall program effectiveness.	\$12,840.00
Compliance Implementation Fee (Skillport/ACM)	Skillsoft's Compliance Program Implementation Service for Skillport Advanced Compliance Module guides customers through a simple implementation methodology that focuses on the elements of successful program launch planning. This includes defining completion criteria, module configuration, training and program launch best practices. The objective of this service is to implement an effective program that can be well communicated, reported upon and delivered to an organization quickly. Fundamental to all programs is the need for business alignment and success criteria; beginning the process with a workshop to define this information will shape the implementation decisions that ensure the success of the program.	\$1,498.01
Consulting on Demand	Consulting On-Demand subscription enables Customers to optimize their investment in Skillsoft learning products and technologies by leveraging the expertise of Skillsoft Professional Services Learning Consultants as they lead the Customer through a series of learning or planning workshops. Our diverse team of industry experts focus on providing deep insights on a variety of areas such as learning strategy consulting, business & leadership workshops, platform consulting, etc. and driving measurable results.	\$5,136.00
Learning Administration Services	Learning Administration Services provided by Skillsoft become increasingly relevant as you recognize that your internal L&D teams need supplemental resources to ensure that certain critical functions are performed. By leveraging the collective knowledge and experience of learning administrative resources, your learning personnel are free to focus on the important task of consulting and supporting internal stakeholders. A unique administrative services solution for an organization might see specialized reporting, targeted, tactical, and/or practical services combined. Services are delivered virtually by dedicated individuals or shared resource pools.	\$8,902.40
Learning Strategy Blueprint	Suitable for new or mature learning organizations, the Learning Strategy Blueprint can help you assess the current state of your learning culture. An analysis is performed to determine how effective you are at supporting current business needs, identify gaps and obstacles that may be impeding organizational learning. Learning Strategy Blueprint provides a focused and guided process of research, analysis and feedback to verify the business alignment of current learning programs, chart milestones for future strategy and provides a prescriptive “blueprint” of recommendations that bridges your current learning programs with your future strategy. The blueprint provides a plan to address key needs in the short, medium and long term that includes a strategy on how to leverage Skillsoft solutions more effectively.	\$25,680.00
Essentials Implementation	The Basic Launch service is designed to get your Percipio learning environment available to you quickly, with minimal configuration or complexity, so that you can launch to your users in a fast, easy manner. This process focuses on branding and loading the environment and does not focus on business processes or complex use cases. The Basic Launch process is a customer-enablement approach. Customer will perform the majority of pre-launch configuration, with Skillsoft consultants providing basic guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Percipio environment and provide customer with administrative access to perform configuration activities.	\$4,312.34

Services	Overview	Cost
Percipio Compliance Implementation	The Percipio Compliance Implementation process follows a predefined project plan with specific activities and deliverables each week. A Skillsoft consultant will serve as the project coordinator and review the tasks and deliverables with Customer at the start of the project. The Customer will provide a designated Project Manager who will be available for the duration of the project and who will be responsible for coordinating Customer resources and ensuring that Customer deliverables are provided in an accurate and timely manner. This Percipio Compliance Launch process follows a customer-enablement approach. Customer will perform the majority of pre-launch configuration, with Skillsoft consultants providing guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Percipio Compliance environment and provide Customer with administrative access to perform configuration activities.	\$1,410.58
Percipio Curation: Any Content (Skillsoft & 3rd Party)	The Percipio Custom Channel curation of any content offering provides the Customer with a customized channel of Percipio and Skillsoft licensed content as well as 3rd party content identified and curated specific to Customer's learning needs. Skillsoft Professional Services Consultants have a strong instructional design and consulting background and will recommend and map Skillsoft and 3rd party content to Customer's competencies and/or organizational goals with efficiency and accuracy. Skillsoft Professional Services Consultants have in-depth knowledge of Skillsoft content and will identify value-add content that matches to the customer's needs. Assets are defined as any Skillsoft or Percipio licensed content as well as 3rd party content that Customer has access to (other licensed content or legally accessed free content).	\$10,700.00
Percipio Curation: Skillsoft Content Only	The Percipio Custom Channel curation of Skillsoft licensed content offering provides the Customer with a customized channel of Percipio and Skillsoft licensed content identified and curated specific to Customer's learning needs. Skillsoft Professional Services Consultants have a strong instructional design and consulting background and will recommend and map Skillsoft content to Customer's competencies and/or organizational goals with efficiency and accuracy. Skillsoft Professional Services Consultants have in-depth knowledge of Skillsoft content and will identify value-add content that matches to the customer's needs. Assets are defined as any Skillsoft or Percipio licensed content).	\$5,992.00
Percipio Fast Launch	The Percipio Fast Launch service is designed to make your Percipio learning environment available to you quickly, so you can launch to your users in a fast and easy manner. This process focuses solely on standing up the Percipio platform and enabling Customer to utilize Percipio. The Percipio Fast Launch process is a customer-enablement approach. Customer will perform the pre-launch configuration, with Skillsoft consultants providing basic guidance and orientation. Skillsoft will perform all technical implementation required to create a Percipio environment containing licensed content and provide Customer with administrative access to perform configuration activities and define/load users.	\$1,498.01
Percipio Guided Launch	The Guided Launch service is designed to get your Percipio learning environment available to you quickly, with some configuration or organizational complexity, so that you can launch to your users in a relatively quick and easy manner. This process focuses on branding and loading the environment and does not focus on business processes or complex use cases. The Guided Launch process is a customer-enablement approach. Customer will perform some pre-launch configuration tasks, with Skillsoft consultants providing guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Percipio environment and provide customer with administrative access to perform configuration activities.	\$17,120.00
Percipio Strategic Launch	The Strategic Launch service is designed to assist the Customer with the implementation of their Percipio learning environment and provide consulting support to enable the Customer to optimize their investment in Percipio. This process focuses on the basic technical implementation, branding, and loading the environment as well as a discussion of Customer business processes and use cases and how they are best supported in the standard Percipio functionality. The Strategic Launch approach is designed for a focused Customer project team and is limited to a Customer team size of four (4) people participating in workshops, training, and other Skillsoft-facilitated activities. Additional customer resources may be required for customer-side tasks such as preparing user files or configuring authentication providers.	\$29,960.00
SCORM Conversion Services	A One-time SCORM service offering provide Customers with a Virtual Administrator who will support customers' deployment of Skillsoft content into Third-Party Learning Management Systems and conversion of courses from the AICC standard file-set (as provided by Skillsoft natively) into SCORM-compliant packages.	\$2,140.00

Services	Overview	Cost
SCORM Conversion Services Quarterly	A SCORM service offering provide Customers with a Virtual Administrator who will support customers’ deployment of Skillsoft content into Third-Party Learning Management Systems and conversion of courses from the AICC standard file-set (as provided by Skillsoft natively) into SCORM-compliant packages. This service is done on a quarterly cadence to package any new content into SCORM-compliant files.	\$3,852.00
Services on Demand	Services On-Demand subscription enables Customers to leverage experienced resources to execute activities that will optimize their investment in Skillsoft learning products and technologies. Skillsoft resources can assist with elements of learner experience and site configuration, program promotion and marketing, reporting, compliance administration, platform training and learning administration.	\$3,424.00
Learning Administrative Services Introductory Package (50hrs)	When customers find themselves constrained by limited bandwidth, expertise or personnel, Skillsoft Professional Services can help by applying resources to ensure the successful integration of learning into the organization. Learning Administration Services provide resources to supplement a customer’s own internal project team. Those resources can help with short-term needs surrounding elements of administrative support, reporting solutions, content aggregation and site configuration that require ongoing activity, while the customer team can focus on the responsibility of executing learning strategy.	\$12,000.00

Legacy Solutions

SkillChoice multi-modal learning solutions were developed specifically to address the learning and productivity needs of employees. SkillChoice solutions combine courseware, Books, on-line mentoring and many other information resources. When provided through the Skillport learning management system, these resources are accessible through a unified search function, Search-and-Learn™, which allows individuals to view and select the learning asset most appropriate to their needs at any given moment.

SkillChoice P&C	SkillChoice IT	SkillChoice Business	SkillChoice Complete
Content Solution Areas P&C Computer Skills P&C Books Collection	Content Solution Areas IT Courseware ITPro Books Collection	Content Solution Areas Business Courseware BusPro Books Collection	Content Solution Areas ITPro, BusPro & P&C Books Collection IT, Business & P&C Courseware
Monthly Library Updates	Monthly Library Updates	Monthly Library Updates	Monthly Library Updates
Skillport Hosting Mentoring	Skillport Hosting Mentoring	Skillport Hosting Mentoring	Skillport Hosting Mentoring

SKILLCHOICE GSA PRICE -legacy

Audience	IT	Bus	Complete
1 to 4	\$391.93	\$391.93	\$572.66
5 to 14	\$304.92	\$304.92	\$443.57
15 to 24	\$226.17	\$226.17	\$391.93
25 to 49	\$180.73	\$180.73	\$210.95
50 to 99	\$159.04	\$159.04	\$210.95
100 to 174	\$145.87	\$145.87	\$210.95
175 to 249	\$137.62	\$137.62	\$210.95
250 to 374	\$105.60	\$105.60	\$210.95
375 to 499	\$105.60	\$105.60	\$150.78
500 to 749	\$95.02	\$95.02	\$135.56
750 to 999	\$85.47	\$85.47	\$105.60
1,000 to 1,749	\$75.40	\$75.40	\$90.37
1,750 to 2,499	\$42.10	\$42.10	\$52.68
2,500 to 3,749	\$28.15	\$28.15	\$45.19
3,750 to 4,999	\$12.92	\$12.92	\$18.08
5,000 to 6,249	\$10.33	\$10.33	\$14.97
6,250 to 7,499	\$10.33	\$10.33	\$13.69
7,500 to 8,699	\$9.05	\$9.05	\$12.14
8,700 to 9,999	\$6.72	\$6.72	\$9.56

SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM AND DIGITAL TRANSFORMATION - legacy

Audience	Skillsoft Leadership Development Program (Skillport or Percipio)	Digital Transformation Collection (Skillport or Percipio)
2 to 4	\$243.75	\$121.88
5 to 9	\$243.75	\$121.88
10 to 14	\$193.13	\$121.88
15 to 24	\$193.13	\$96.56
25 to 49	\$112.50	\$56.25
50 to 99	\$112.50	\$56.25
100 to 174	\$103.13	\$51.56
175 to 249	\$65.63	\$32.81
250 to 374	\$56.25	\$28.13
375 to 499	\$37.50	\$18.75
500 to 749	\$37.50	\$18.75
750 to 999	\$28.13	\$14.06
1000 to 1749	\$5.63	\$7.50
1750 to 2499	\$5.63	\$5.63
2500 to 3749	\$5.63	\$2.81
3750 to 4999	\$5.63	\$2.81
5000 to 6249	\$5.63	\$2.81
6250 to 7499	\$5.63	\$2.81
7500 to 8699	\$5.63	\$1.88
8700 to 9999	\$3.00	\$1.50

COURSEWARE COLLECTIONS -legacy

P&C Courseware Collection	IT Courseware Collection	Business Courseware Collection	Complete Courseware Collection
P&C Courseware Collection	IT Courseware Collection	Business Courseware Collection	P&C Courseware Collection IT Courseware Collection Business Courseware Collection
Monthly Library Updates Skillport Hosting Mentoring	Monthly Library Updates Skillport Hosting Mentoring	Monthly Library Updates Skillport Hosting Mentoring	Monthly Library Updates Skillport Hosting Mentoring

COURSEWARE COLLECTION GSA PRICE -Legacy

Audience	IT	Business	Full
1 to 4	\$286.34	\$286.34	\$437.12
5 to 14	\$210.95	\$210.95	\$271.36
15 to 24	\$195.98	\$195.98	\$226.17
25 to 49	\$113.09	\$113.09	\$195.98
50 to 99	\$75.40	\$75.40	\$150.78
100 to 174	\$67.91	\$67.91	\$135.55
175 to 249	\$67.91	\$67.91	\$135.55
250 to 374	\$67.91	\$67.91	\$120.58
375 to 499	\$60.16	\$60.17	\$75.40
500 to 749	\$60.16	\$60.17	\$67.91
750 to 999	\$57.32	\$57.32	\$63.26
1,000 to 1,749	\$51.12	\$51.12	\$60.17
1,750 to 2,499	\$30.22	\$30.22	\$52.67
2,500 to 3,749	\$21.18	\$21.17	\$37.70
3,750 to 4,999	\$10.08	\$10.08	\$13.69
5,000 to 6,249	\$9.56	\$9.56	\$12.14
6,250 to 7,499	\$9.56	\$9.56	\$10.60
7,500 to 8,699	\$7.50	\$7.49	\$9.05
8,700 to 9,999	\$5.94	\$5.94	\$7.23

SKILLPORT/OLSA/Academy SITE –legacy

Hosting Services and/or Hosting Services with Skillsoft’s LMS: In order for a customer to have a unique site on Skillport or OLSA, they will have to license a minimum of \$15,000 annually in products. If they do not meet the minimum and want a unique site then we will have to charge them an additional \$5,000 annually.

For each additional site, \$5,000 fee will apply.

Skillport/Academy Platform Software – Add-Ons

AUDIENCE		Skillport Standard - GSA Price
2	999	\$5.62
1000	2499	\$5.07
2500	4999	\$3.38
5000	7499	\$0.56
7500	9999	\$0.56

Active Content Hosting GSA Price -

Number of Objects		Hosting with Publishing Tool	Hosting without Publishing Tool
1	9	\$84.00	\$140.18
10	19	\$74.90	\$121.45
20	29	\$70.09	\$117.17
30	49	\$65.27	\$102.73
50	99	\$56.18	\$88.82
100	+	\$46.55	\$70.09

Passive Content Hosting GSA Price -

Number of Object Bundles		Hosting with Publishing Tool	Hosting without Publishing Tool
1	4	\$185.85	\$241.60
5	9	\$167.26	\$218.24
10	49	\$157.70	\$204.43
50	+	\$139.12	\$181.07

SkillStudio –

Skillstudio Tool	\$5,350.01
Training (up to 4 developers)	\$4,280.00
Training - each additional developer	\$535.00

BOOKS- legacy

Books24x7® a wholly owned subsidiary of Skillsoft (US) LLC, is the largest online book resource offering unobstructed access to thousands of the latest and best business and technology books. With just a few mouse clicks, users can instantly search and access a deep and wide collection of unabridged content from the world's leading authorities in business, technology and other fields. A variety of easy-to-use notification, personalization, and collaboration features stimulate usage ensuring that every corporate deployment can benefit from significant and demonstrable increases in business-relevant "instant learning." By instantly pinpointing critical information for just-enough, just-in-time problem solving and learning, Books helps professionals across all disciplines bridge the gap between what they know and what they need to know to successfully drive corporate initiatives.

Description of the Books Collections

ITPro™ was designed by and for IT professionals who need to keep pace with the accelerating speed of technology and innovation. With thousands of books, ITPro provides both broad and deep coverage of over 100 different technology topics including the latest programming languages, coding methodologies, network security, telecom protocols, IT asset management strategies, to name just a few.

BusinessPro™, suitable for every corporate professional, provides instant guidance on a range of practical topics that drive business results. Topics range from leadership to writing business plans and from interviewing skills to project management.

EngineeringPro™ is packed with reference material covering a wide range of engineering disciplines, plus general reference topics important to all engineering professionals

FinancePro™ offers financial professionals access to relevant, reliable information on a variety of financial and accounting topics.

Productivity & Collaboration™ provides fingertip access to the latest information on standard office software such as Microsoft Word, Excel and more in plain, easy-to-understand language. P&C is also an ideal product for supporting major corporate software migrations.

BOOKS GSA PRICE -

Audience		BusPro - GSA Price	ITPro GSA Price	Engineering Pro - GSA Price	Finance Pro- GSA Price
1	4	\$128.85	\$128.85	\$128.85	\$128.85
5	9	\$100.44	\$100.44	\$100.44	\$100.44
10	14	\$100.44	\$100.44	\$100.44	\$100.44
15	24	\$98.63	\$98.63	\$98.63	\$98.63
25	49	\$96.31	\$96.31	\$96.31	\$96.31
50	99	\$88.82	\$88.82	\$88.82	\$88.82
100	174	\$80.55	\$80.55	\$80.55	\$80.55
175	249	\$72.29	\$72.29	\$72.29	\$72.29
250	374	\$68.69	\$68.69	\$68.69	\$68.69
375	499	\$65.07	\$65.07	\$65.07	\$65.07
500	749	\$47.51	\$47.51	\$47.51	\$47.51
750	999	\$29.70	\$29.70	\$29.70	\$29.70
1000	1749	\$29.19	\$29.19	\$29.19	\$29.19
1750	2499	\$28.66	\$28.66	\$28.66	\$28.66
2500	3749	\$23.76	\$23.76	\$23.76	\$23.76
3750	4999	\$18.85	\$18.85	\$18.85	\$18.85
5000	6249	\$12.65	\$12.65	\$12.65	\$12.65
6250	7499	\$6.20	\$6.20	\$6.20	\$6.20
7500	8699	\$3.63	\$3.63	\$3.63	\$3.63
8700	9999	\$1.29	\$1.29	\$1.29	\$1.29

SKILLSOFT LIVE LEARNING - legacy

Live Learning is a derivative of traditional instructor-led technical training. But rather than gathering students in one physical locale, instructor lectures are recorded and available on demand to participants anywhere via the internet.

A course taught by a traditional brick-and-mortar ILT provider for 5 contiguous days (lecture/lab) is presented in Live Learning over 6 3-hour lectures. Hands-on labs are performed by students independently between lectures, with 24x7 mentors (course-dependent) accessible to assist if needed. Lectures are **team taught**, providing pace, diversity and spontaneity unavailable from a lone instructor. Various Live Learning courses are also supported by Online Student Guides, Class Notes, LabSims and pre, post & practice assessments.

Skillsoft Bootcamp with Encore WITH LIVE ALL ACCESS -

Audience	Bootcamp	Bootcamp Encore- All Access	Bootcamp Encore- All Access virtualization	Bootcamp Encore- All Access MS	Bootcamp Encore- All Access Project Mgmt
2 to 4	\$590.63	\$1,856.25	\$1,181.25	\$1,012.50	\$1,012.50
5 to 14	\$484.31	\$1,693.84	\$1,077.90	\$923.91	\$923.91
15 to 24	\$393.19	\$1,183.37	\$753.06	\$645.47	\$645.47
25 to 49	\$352.27	\$1,144.39	\$728.15	\$624.37	\$624.37
50 to 99	\$332.02	\$909.09	\$578.40	\$495.71	\$495.72
100 to 174	\$305.44	\$844.59	\$537.47	\$460.69	\$460.69
175 to 249	\$257.77	\$612.56	\$389.81	\$334.13	\$334.13
250 to 374	\$240.47	\$604.22	\$384.34	\$329.48	\$329.49
375 to 499	\$198.28	\$325.78	\$207.15	\$177.61	\$177.62
500 to 749	\$191.97	\$255.69	\$162.84	\$139.64	\$139.65
750 to 999	\$158.22	\$209.29	\$132.90	\$113.90	\$113.90
1,000 to 1,749	\$156.94	\$192.58	\$122.77	\$105.05	\$105.06
1,750 to 2,499	\$124.46	\$186.56	\$118.56	\$101.67	\$101.68
2,500 to 3,749	\$124.46	\$176.34	\$112.22	\$96.19	\$96.19
3,750 to 4,999	\$103.37	\$162.43	\$103.37	\$88.59	\$88.59
5,000 to 6,249	\$78.06	\$116.03	\$73.84	\$63.28	\$63.28
6,250 to 7,499	\$52.75	\$69.62	\$44.30	\$37.97	\$37.97
7,500 to 8,699	\$24.47	\$51.06	\$32.49	\$27.85	\$27.85
8,700 to 9,999	\$5.90	\$42.23	\$27.00	\$22.78	\$22.78

Audience	Bootcamp IT All Access
2 to 4	\$1,476.57
5 to 9	\$1,347.38
10 to 14	\$941.32
15 to 24	\$910.20
25 to 49	\$723.00
50 to 99	\$671.84
100 to 174	\$487.27
175 to 249	\$480.42
250 to 374	\$258.94
375 to 499	\$203.56
500 to 749	\$166.13
750 to 999	\$153.47
1,000 to 1,749	\$148.20
1,750 to 2,499	\$140.28
2,500 to 3,749	\$129.21
3,750 to 4,999	\$92.30
5,000 to 6,249	\$55.39
6,250 to 7,499	\$40.62
7,500 to 8,699	\$33.75
8,700 to 9,999	\$33.75

PRACTICE-LAB –legacy

Audience Size: 1		GSA PRICE
Practice- Lab Full Library	Practice-Lab Full Library – entitles recipient to 365 days unlimited access to the allocated lab titles. Price per license/per year	\$97.50

Audience		Practice-Lab Full Library GSA Price
2	10	\$97.50
11	25	\$92.00
26	50	\$80.00
51	100	\$67.50
101	250	\$60.00
251	500	\$49.00
501	1000	\$37.50
1001	1999	\$34.00
2000	2499	\$31.50
2500	2999	\$29.50
3000	5000	\$27.50
5001	9999	\$20.00

SKILLSOFT SUMMARIES, BUSPRO, SKILLSOFT SUMMARIES BUNDLE, LEADERSHIP CHANNEL + SKILLSOFT SUMMARIES, LEADERSHIP CHANNEL - legacy

Audience	SkillSoft Summaries	BusPro, SkillSoft Summaries Bundle	Leadership Channel + SkillSoft Summaries	Leadership Channel
2 to 4	\$86.07	\$255.60	\$140.48	\$70.03
5 to 9	\$60.24	\$193.65	\$117.25	\$70.03
10 to 14	\$60.24	\$193.65	\$117.25	\$70.03
15 to 24	\$59.38	\$190.20	\$116.47	\$70.03
25 to 49	\$58.11	\$185.89	\$115.32	\$70.03
50 to 99	\$55.95	\$173.44	\$108.44	\$64.54
100 to 174	\$54.66	\$160.52	\$83.07	\$37.65
175 to 249	\$51.22	\$145.89	\$64.49	\$20.44
250 to 374	\$45.62	\$135.98	\$53.16	\$13.44
375 to 499	\$44.76	\$130.39	\$49.96	\$10.76
500 to 749	\$37.87	\$99.41	\$43.28	\$10.22
750 to 999	\$27.98	\$74.10	\$34.38	\$10.22
1000 to 1749	\$24.09	\$61.97	\$30.88	\$10.22
1750 to 2499	\$20.66	\$58.11	\$27.80	\$10.22
2500 to 3749	\$18.94	\$49.95	\$21.41	\$4.86
3750 to 4999	\$16.80	\$40.89	\$19.27	\$4.61
5000 to 6249	\$9.47	\$25.63	\$10.95	\$2.70
6250 to 7499	\$4.31	\$12.49	\$5.81	\$2.16

7500 to 8699	\$2.16	\$6.88	\$3.15	\$1.35
8700 to 9999	\$0.87	\$2.59	\$1.74	\$1.09

SPA – PROFESSIONAL ADVANTAGE, SSA – SALES ADVANTAGE, SLA – LEADERSHIP ADVANTAGE SGLA – legacy

Audience	SPA - Professional Advantage	SSA - Sales Advantage	SLA - Leadership Advantage -SGLA
2 to 4	\$118.35	\$118.35	\$147.92
5 to 9	\$118.35	\$118.35	\$147.92
10 to 14	\$118.35	\$118.35	\$147.92
15 to 24	\$118.35	\$118.35	\$147.92
25 to 49	\$118.35	\$118.35	\$147.92
50 to 99	\$53.79	\$53.79	\$67.24
100 to 174	\$32.29	\$32.29	\$40.35
175 to 249	\$32.29	\$32.29	\$40.35
250 to 374	\$25.82	\$25.82	\$32.29
375 to 499	\$23.68	\$23.68	\$29.59
500 to 749	\$16.80	\$16.80	\$20.98
750 to 999	\$16.58	\$16.58	\$20.72
1000 to 1749	\$9.68	\$9.68	\$12.12
1750 to 2499	\$7.95	\$7.95	\$9.94
2500 to 3749	\$7.74	\$7.74	\$9.68
3749 to 4999	\$6.47	\$6.47	\$8.07
5000 to 6249	\$6.04	\$6.04	\$7.54
6250 to 7499	\$6.04	\$6.04	\$7.54
7500 to 8699	\$6.04	\$6.04	\$7.54
8700 to 9999	\$6.04	\$6.04	\$7.54

****SPA – Professional Advantage and SSA – Sales Advantage: Only available for those customers currently under contract for this product****

KNOWLEDGE CENTERS –legacy

Knowledge Centers can be sold as an add-on to SkillChoice (based on the SC Requirements set forth for each Knowledge Center or as a stand alone Targeted Knowledge Center Solution.

Each Targeted Knowledge Center Solution includes the following:

- 1) targeted Books Collection;
- 2) targeted Skillsoft Courseware;
- 3) Skillport Platform Software;
- 4) Knowledge Center Module/Project Center/Practice Labs.

Audience		GSA Price Knowledge Center Targeted without SkillChoice	GSA Price Knowledge Center Targeted Desktop without SkillChoice
1	4	\$116.71	\$31.25
5	14	\$103.79	\$29.43
15	24	\$76.17	\$25.82
25	49	\$48.80	\$17.56
50	99	\$38.73	\$11.12
100	174	\$33.05	\$9.56
175	249	\$27.37	\$7.23
250	374	\$19.62	\$5.94
375	499	\$17.56	\$4.92
500	749	\$12.40	\$3.88
750	999	\$11.12	\$3.11
1000	1749	\$10.08	\$2.85
1750	2499	\$6.20	\$2.33
2500	3749	\$4.65	\$2.07
3750	4999	\$2.85	\$2.07
5000	6249	\$1.81	\$0.79
6250	7499	\$1.29	\$0.52
7500	8699	\$0.79	\$0.27
8700	9999	\$0.52	\$0.27

****Knowledge Center Targeted without SkillChoice and Knowledge Center Targeted Desktop without SkillChoice:**

Only available for those customers currently under contract for this product**

PERCIPIO AND PERCIPIO CONTENT SOLUTIONS - Legacy

Audience	Percipio Site License Fee	Productivity & Collaboration Tools	IT & Developer Skills	Business Skills	Management	Enterprise
1	\$132.75	NA	NA	NA	NA	NA
2 to 4	\$26.50	\$60.17	\$391.93	\$391.93	\$391.93	\$572.66
5 to 14	\$23.90	\$49.84	\$304.92	\$304.92	\$304.92	\$443.57
15 to 24	\$23.90	\$44.42	\$226.17	\$226.17	\$226.17	\$391.93
25 to 49	\$23.90	\$37.70	\$180.73	\$180.73	\$180.73	\$210.95
50 to 99	\$21.24	\$26.60	\$159.04	\$159.04	\$159.04	\$210.95
100 to 174	\$18.59	\$23.76	\$145.88	\$145.88	\$145.88	\$210.95
175 to 249	\$15.93	\$21.17	\$137.62	\$137.62	\$137.62	\$210.95
250 to 374	\$14.60	\$18.07	\$105.60	\$105.60	\$105.60	\$210.95
375 to 499	\$14.60	\$16.53	\$105.60	\$105.60	\$105.60	\$150.78
500 to 749	\$13.28	\$14.97	\$95.02	\$95.02	\$95.02	\$135.55
750 to 999	\$11.68	\$13.69	\$85.47	\$85.47	\$85.47	\$105.60
1,000 to 1,749	\$7.44	\$12.14	\$75.40	\$75.40	\$75.40	\$90.37
1,750 to 2,499	\$5.31	\$9.05	\$42.10	\$42.10	\$42.10	\$52.67
2,500 to 3,749	\$3.72	\$7.23	\$28.15	\$28.15	\$28.15	\$45.19
3,750 to 4,999	\$2.99	\$5.42	\$12.92	\$12.92	\$12.92	\$18.08
5,000 to 6,249	\$2.65	\$4.65	\$10.33	\$10.33	\$10.33	\$14.97
6,250 to 7,499	\$2.65	\$3.88	\$10.33	\$10.33	\$10.33	\$13.69
7,500 to 8,699	\$2.65	\$2.33	\$9.05	\$9.05	\$9.05	\$12.14
8,700 to 9,999	\$2.65	\$1.55	\$6.72	\$6.72	\$6.72	\$9.56

SUMTOTAL ENTERPRISE HCM, LMS & SOFTWARE PRICING**GROWTH EDITION, STS LEARN –**

Audience	Growth Edition SaaS-named user	Growth Edition SaaS-Unique Logins	STS Learn- Hosted – named user	STS Learn- Hosted – Registrations	STS Learn- Hosted – unique logins
1 to 50	\$18.42	NA	\$15.55	\$23.32	\$27.21
51 to 100	\$18.42	NA	\$15.55	\$23.32	\$27.21
101 to 150	\$13.86	\$24.26	\$15.55	\$23.32	\$27.21
151 to 200	\$12.34	\$21.51	\$15.55	\$23.32	\$27.21
201 to 250	\$11.58	\$20.14	\$15.55	\$23.32	\$27.21
251 to 375	\$11.12	\$19.32	\$15.55	\$23.32	\$27.21
376 to 500	\$10.49	\$18.22	\$15.52	\$23.28	\$27.15
501 to 750	\$10.17	\$17.63	\$15.50	\$23.25	\$27.13
751 to 1000	\$9.73	\$17.04	\$15.29	\$22.93	\$26.76
1001 to 1500	\$9.43	\$16.75	\$15.04	\$22.57	\$26.33
1501 to 1750	\$15,398.70	\$27,022.95	\$25,552.55	\$38,328.82	\$44,716.96
1751 to 2500	\$20,447.13	\$35,314.20	\$34,026.54	\$51,039.81	\$59,546.45
2501 to 3000	\$23,636.51	\$40,841.70	\$39,383.51	\$59,075.26	\$68,921.14
3001 to 3750	\$28,184.32	\$49,132.95	\$47,020.29	\$70,530.44	\$82,285.51
3751 to 5000	\$34,971.82	\$62,951.70	\$58,404.59	\$87,606.88	\$102,208.02
5001 to 6250	\$41,529.63	\$76,770.45	\$69,936.54	\$104,904.81	\$122,388.95
6251 to 7500	\$47,843.70	\$90,589.20	\$80,545.64	\$120,818.46	\$140,954.87
7501 to 8700	\$53,788.20	\$103,855.20	\$91,007.47	\$136,511.20	\$159,263.07
8701 to 10000	\$59,803.95	\$113,717.33	\$102,065.79	\$153,098.69	\$178,615.14
10001 to 12500	\$70,857.07	\$132,682.95	\$122,377.67	\$183,566.51	\$214,160.92
12501 to 15000	\$81,328.95	\$151,648.58	\$141,638.37	\$212,457.56	\$247,867.15
15001 to 16500	\$87,612.07	\$163,027.95	\$153,194.79	\$229,792.19	\$268,090.89
16501 to 18000	\$93,585.82	\$174,407.33	\$164,178.73	\$246,268.10	\$287,312.78
18001 to 19500	\$99,559.57	\$185,786.70	\$175,162.67	\$262,744.01	\$306,534.67
19501 to 21000	\$105,184.57	\$197,166.08	\$185,515.91	\$278,273.85	\$324,652.83
21001 to 22500	\$110,517.07	\$208,545.45	\$195,306.36	\$292,959.54	\$341,786.12
22501 to 24000	\$115,849.57	\$219,924.83	\$205,096.81	\$307,645.22	\$358,919.42
24001 to 25500	\$120,906.45	\$231,304.20	\$214,382.70	\$321,574.05	\$375,169.88
25501 to 27000	\$125,963.32	\$242,683.58	\$223,668.59	\$335,502.89	\$391,420.13
27001 to 28500	\$131,020.20	\$254,062.95	\$232,954.48	\$349,431.72	\$407,670.38
28501 to 30000	\$135,823.95	\$265,442.33	\$241,774.62	\$362,661.93	\$423,105.75
30001 to 32500	\$143,830.20	\$284,407.95	\$256,474.86	\$384,712.13	\$448,831.13

Audience	Growth Edition SaaS-named user	Growth Edition SaaS-Unique Logins	STS Learn- Hosted – named user	STS Learn- Hosted – Registrations	STS Learn- Hosted – unique logins
32501 to 35000	\$151,470.82	\$303,373.58	\$270,512.04	\$405,768.00	\$473,396.25
35001 to 37500	\$159,111.45	\$322,339.20	\$284,549.23	\$426,823.88	\$497,961.00
37501 to 40000	\$166,386.45	\$341,304.83	\$297,939.54	\$446,909.25	\$521,394.38
40001 to 42500	\$173,661.45	\$360,270.45	\$311,329.86	\$466,994.63	\$544,827.38
425001 to 45000	\$180,636.45	\$379,236.00	\$324,154.16	\$486,231.38	\$567,269.63
45001 to 47500	\$187,611.45	\$398,201.63	\$336,978.45	\$505,467.75	\$589,712.25
47501 to 50000	\$194,277.07	\$409,620.38	\$349,236.73	\$523,855.13	\$611,164.13
50001 to 55000	\$207,608.32	\$432,457.88	\$373,753.29	\$560,629.88	\$654,068.25
55001 to 60000	\$220,395.82	\$455,295.38	\$397,234.88	\$595,852.13	\$695,161.13
60001 to 65000	\$233,183.32	\$478,132.88	\$420,716.25	\$631,074.75	\$736,253.63
65001 to 70000	\$245,483.32	\$500,970.38	\$443,292.38	\$664,938.38	\$775,761.75
70001 to 75000	\$257,783.32	\$523,807.88	\$465,868.13	\$698,802.38	\$815,269.50
75001 to 80000	\$269,595.82	\$546,645.38	\$487,538.63	\$731,307.75	\$853,192.50
80001 to 85000	\$281,408.32	\$569,482.88	\$509,208.75	\$763,813.50	\$891,115.50
85001 to 90000	\$292,733.32	\$592,320.38	\$530,070.75	\$795,106.13	\$927,623.63
90001 to 95000	\$304,058.32	\$615,157.88	\$550,932.38	\$826,398.38	\$964,131.75
95001 to 100000	\$315,008.32	\$633,176.63	\$571,050.00	\$856,575.38	\$999,337.88

STS TALENT –

Audience	STS Talent - SaaS- named user	STS Talent - Hosted-named user	STS Talent - Perpetual- named user	STS Talent Acquisition - SaaS-named user	STS Talent Acquisition - Hosted- named user	STS Talent Acquisition - Perpetual- named user
1 to 50	\$10.41	\$15.61	\$41.63	\$13.88	NA	NA
51 to 100	\$10.41	\$15.61	\$41.63	\$13.88	NA	NA
101 to 150	\$10.41	\$15.61	\$41.63	\$13.88	\$20.82	\$55.51
151 to 200	\$10.41	\$15.61	\$41.63	\$13.88	\$20.82	\$55.51
201 to 250	\$10.41	\$15.61	\$41.63	\$13.88	\$20.82	\$55.51
251 to 375	\$10.41	\$15.61	\$41.63	\$13.88	\$20.82	\$55.51
376 to 500	\$10.37	\$15.56	\$41.49	\$13.85	\$20.77	\$55.39
501 to 750	\$10.36	\$15.53	\$41.43	\$13.82	\$20.73	\$55.29
751 to 1000	\$10.21	\$15.31	\$40.83	\$13.65	\$20.48	\$54.61
1001 to 1500	\$10.04	\$15.06	\$40.17	\$13.37	\$20.05	\$53.46
1501 to 1750	\$17,045.44	\$25,568.16	\$68,181.75	\$21,782.25	\$32,673.38	\$87,129.00

Audience	STS Talent - SaaS- named user	STS Talent - Hosted- named user	STS Talent - Perpetual- named user	STS Talent Acquisition - SaaS- named user	STS Talent Acquisition - Hosted- named user	STS Talent Acquisition - Perpetual- named user
1751 to 2500	\$22,694.77	\$34,042.15	\$90,779.07	\$28,611.56	\$42,917.34	\$114,446.25
2501 to 3000	\$26,266.08	\$39,399.12	\$105,064.32	\$32,705.44	\$49,058.16	\$130,821.75
3001 to 3750	\$31,357.27	\$47,035.90	\$125,429.07	\$38,256.47	\$57,384.71	\$153,025.88
3751 to 5000	\$38,946.80	\$58,420.20	\$155,787.19	\$45,078.19	\$67,617.28	\$180,312.75
5001 to 6250	\$46,634.77	\$69,952.15	\$186,539.07	\$50,883.19	\$76,324.78	\$203,532.75
6251 to 7500	\$53,707.50	\$80,561.25	\$214,830.00	\$55,629.28	\$83,443.92	\$222,517.13
7501 to 8700	\$60,682.05	\$91,023.08	\$242,728.20	\$59,691.43	\$89,537.15	\$238,765.73
8701 to 10000	\$68,054.27	\$102,081.41	\$272,217.08	\$63,477.84	\$95,216.77	\$253,911.38
10001 to 12500	\$81,595.52	\$122,393.28	\$326,382.08	\$69,907.22	\$104,860.83	\$279,628.88
12501 to 15000	\$94,435.99	\$141,653.98	\$377,743.95	\$75,729.09	\$113,593.64	\$302,916.38
15001 to 16500	\$102,140.27	\$153,210.41	\$408,561.08	\$79,222.22	\$118,833.33	\$316,888.88
16501 to 18000	\$109,462.89	\$164,194.34	\$437,851.58	\$82,421.72	\$123,632.58	\$329,686.88
18001 to 19500	\$116,785.52	\$175,178.28	\$467,142.08	\$85,621.22	\$128,431.83	\$342,484.88
19501 to 21000	\$123,687.68	\$185,531.51	\$494,750.70	\$88,567.59	\$132,851.39	\$354,270.38
21001 to 22500	\$130,214.64	\$195,321.97	\$520,858.50	\$91,301.34	\$136,952.02	\$365,205.38
22501 to 24000	\$136,741.61	\$205,112.42	\$546,966.50	\$94,035.09	\$141,052.64	\$376,140.38
24001 to 25500	\$142,932.21	\$214,398.31	\$571,729.00	\$96,586.59	\$144,879.89	\$386,346.38
25501 to 27000	\$149,122.80	\$223,684.20	\$596,491.00	\$99,138.09	\$148,707.14	\$396,552.38
27001 to 28500	\$155,313.39	\$232,970.09	\$621,253.50	\$101,689.59	\$152,534.39	\$406,758.38
28501 to 30000	\$161,193.49	\$241,790.23	\$644,774.00	\$104,074.03	\$156,111.05	\$416,296.13
30001 to 32500	\$170,993.64	\$256,490.47	\$683,974.50	\$108,048.09	\$162,072.14	\$432,192.38
32501 to 35000	\$180,351.77	\$270,527.66	\$721,407.00	\$111,785.91	\$167,678.86	\$447,143.63
35001 to 37500	\$189,709.89	\$284,564.84	\$758,839.50	\$115,523.72	\$173,285.58	\$462,094.88
37501 to 40000	\$198,636.77	\$297,955.16	\$794,547.00	\$119,042.16	\$178,563.24	\$476,168.63
40001 to 42500	\$207,563.64	\$311,345.47	\$830,254.50	\$122,560.59	\$183,840.89	\$490,242.38
425001 to 45000	\$216,113.18	\$324,169.76	\$864,452.50	\$125,901.84	\$188,852.77	\$503,607.50
45001 to 47500	\$224,662.71	\$336,994.06	\$898,651.00	\$129,243.09	\$193,864.64	\$516,972.50
47501 to 50000	\$232,834.89	\$349,252.34	\$931,339.50	\$132,407.16	\$198,610.74	\$529,628.50
50001 to 55000	\$249,179.27	\$373,768.91	\$996,717.00	\$138,735.28	\$208,102.92	\$554,941.00
55001 to 60000	\$264,833.64	\$397,250.63	\$1,059,334.50	\$144,962.16	\$217,443.24	\$579,848.50
60001 to 65000	\$280,488.02	\$420,732.00	\$1,121,952.00	\$151,189.03	\$226,783.55	\$604,756.00
65001 to 70000	\$295,538.64	\$443,308.13	\$1,182,154.50	\$157,264.03	\$235,896.05	\$629,056.00
70001 to 75000	\$310,589.27	\$465,883.88	\$1,242,357.00	\$163,339.03	\$245,008.55	\$653,356.00
75001 to 80000	\$325,036.14	\$487,554.38	\$1,300,144.50	\$169,312.78	\$253,969.17	\$677,251.00

Audience	STS Talent - SaaS- named user	STS Talent - Hosted- named user	STS Talent - Perpetual- named user	STS Talent Acquisition - SaaS- named user	STS Talent Acquisition - Hosted- named user	STS Talent Acquisition - Perpetual- named user
80001 to 85000	\$339,483.02	\$509,224.50	\$1,357,932.00	\$175,286.53	\$262,929.80	\$701,146.00
85001 to 90000	\$353,390.83	\$530,086.13	\$1,413,563.50	\$181,142.16	\$271,713.24	\$724,568.50
90001 to 95000	\$367,298.64	\$550,948.13	\$1,469,194.50	\$186,997.78	\$280,496.67	\$747,991.00
95001 to 100000	\$380,710.50	\$571,065.75	\$1,522,842.00	\$192,752.16	\$289,128.24	\$771,008.50

STS WFM -

Audience	STS WFM - SaaS- named user	STS WFM - Hosted- named user	STS WFM - Perpetual- named user
1 to 50	\$12.92	\$19.38	\$51.68
51 to 100	\$12.92	\$19.38	\$51.68
101 to 150	\$12.92	\$19.38	\$51.68
151 to 200	\$12.92	\$19.38	\$51.68
201 to 250	\$12.92	\$19.38	\$51.68
251 to 375	\$12.92	\$19.38	\$51.68
376 to 500	\$12.92	\$19.38	\$51.68
501 to 750	\$12.92	\$19.38	\$51.68
751 to 1000	\$12.77	\$19.16	\$51.08
1001 to 1500	\$12.59	\$18.88	\$50.34
1501 to 1750	\$21,128.02	\$31,692.02	\$84,512.07
1751 to 2500	\$29,063.49	\$43,595.23	\$116,253.94
2501 to 3000	\$34,353.80	\$51,530.70	\$137,415.19
3001 to 3750	\$42,289.27	\$63,433.90	\$169,157.07
3751 to 5000	\$54,985.13	\$82,477.69	\$219,940.50
5001 to 6250	\$67,680.99	\$101,521.48	\$270,723.94
6251 to 7500	\$79,321.46	\$118,982.18	\$317,285.82
7501 to 8700	\$90,496.31	\$135,744.45	\$361,985.22
8701 to 10000	\$102,051.27	\$153,076.91	\$408,205.09
10001 to 12500	\$118,757.52	\$178,136.28	\$475,030.09
12501 to 15000	\$134,627.06	\$201,940.58	\$538,508.00
15001 to 16500	\$144,148.77	\$216,223.16	\$576,595.00

Audience	STS WFM - SaaS- named user	STS WFM - Hosted- named user	STS WFM - Perpetual- named user
16501 to 18000	\$153,168.46	\$229,752.69	\$612,674.00
18001 to 19500	\$162,188.15	\$243,282.22	\$648,752.50
19501 to 21000	\$170,710.02	\$256,065.03	\$682,840.00
21001 to 22500	\$179,231.90	\$268,847.85	\$716,927.50
22501 to 24000	\$187,753.77	\$281,630.66	\$751,015.00
24001 to 25500	\$195,773.62	\$293,660.42	\$783,094.50
25501 to 27000	\$203,793.46	\$305,690.19	\$815,174.00
27001 to 28500	\$211,813.31	\$317,719.95	\$847,253.00
28501 to 30000	\$219,331.12	\$328,996.67	\$877,324.50
30001 to 32500	\$231,860.81	\$347,791.20	\$927,443.00
32501 to 35000	\$243,553.77	\$365,330.66	\$974,215.00
35001 to 37500	\$255,246.74	\$382,870.13	\$1,020,987.00
37501 to 40000	\$266,102.99	\$399,154.50	\$1,064,412.00
40001 to 42500	\$276,959.24	\$415,438.88	\$1,107,837.00
425001 to 45000	\$287,815.49	\$431,723.25	\$1,151,262.00
45001 to 47500	\$298,671.74	\$448,007.63	\$1,194,687.00
47501 to 50000	\$309,527.99	\$464,292.00	\$1,238,112.00
50001 to 55000	\$331,240.49	\$496,860.75	\$1,324,962.00
55001 to 60000	\$352,952.99	\$529,429.50	\$1,411,812.00
60001 to 65000	\$374,665.49	\$561,998.25	\$1,498,662.00
65001 to 70000	\$396,378.00	\$594,567.00	\$1,585,512.00
70001 to 75000	\$418,090.50	\$627,135.75	\$1,672,362.00
75001 to 80000	\$439,803.00	\$659,704.50	\$1,759,212.00
80001 to 85000	\$461,515.50	\$692,273.25	\$1,846,062.00
85001 to 90000	\$483,228.00	\$724,842.00	\$1,932,912.00
90001 to 95000	\$504,940.50	\$757,410.75	\$2,019,762.00
95001 to 100000	\$526,653.00	\$789,979.50	\$2,106,612.00

STS Learn Licenses: Perpetual, Named User, Registration, Unique Login.
STS Talent License: Named User

Audience	STS Learn Perpetual - Named User	STS Learn- SaaS - Named User	STS Learn- SaaS - Registrations	STS Learn- SaaS - Unique Login
1 to 50	\$41.46	\$10.37	\$15.55	\$18.14
51 to 100	\$41.46	\$10.37	\$15.55	\$18.14
101 to 150	\$41.46	\$10.37	\$15.55	\$18.14
151 to 200	\$41.46	\$10.37	\$15.55	\$18.14
201 to 250	\$41.46	\$10.36	\$15.55	\$18.14
251 to 375	\$41.46	\$10.36	\$15.55	\$18.14
376 to 500	\$41.46	\$10.35	\$15.52	\$18.11
501 to 750	\$41.34	\$10.34	\$15.50	\$18.08
751 to 1000	\$40.77	\$10.19	\$15.29	\$17.84
1001 to 1500	\$40.12	\$10.03	\$15.05	\$17.55
1501 to 1750	\$68,140.13	\$17,035.03	\$25,552.55	\$29,811.30
1751 to 2500	\$90,737.44	\$22,684.36	\$34,026.54	\$39,697.63
2501 to 3000	\$105,022.69	\$26,255.67	\$39,383.51	\$45,947.43
3001 to 3750	\$125,387.44	\$31,346.86	\$47,020.29	\$54,857.00
3751 to 5000	\$155,745.57	\$38,936.39	\$58,404.59	\$68,138.69
5001 to 6250	\$186,497.44	\$46,624.36	\$69,936.54	\$81,592.63
6251 to 7500	\$214,788.38	\$53,697.09	\$80,545.64	\$93,969.92
7501 to 8700	\$242,686.58	\$60,671.64	\$91,007.47	\$106,175.38
8701 to 10000	\$272,175.45	\$68,043.86	\$102,065.79	\$119,076.76
10001 to 12500	\$326,340.45	\$81,585.11	\$122,377.67	\$142,773.95
12501 to 15000	\$377,702.33	\$94,425.58	\$141,638.37	\$165,244.77
15001 to 16500	\$408,519.45	\$102,129.86	\$153,194.79	\$178,727.26
16501 to 18000	\$437,809.95	\$109,452.49	\$164,178.73	\$191,541.86
18001 to 19500	\$467,100.45	\$116,775.11	\$175,162.67	\$204,356.45
19501 to 21000	\$494,709.08	\$123,677.27	\$185,515.91	\$216,435.22
21001 to 22500	\$520,817.00	\$130,204.24	\$195,306.36	\$227,857.42
22501 to 24000	\$546,925.00	\$136,731.21	\$205,096.81	\$239,279.61
24001 to 25500	\$571,687.00	\$142,921.80	\$214,382.70	\$250,113.15
25501 to 27000	\$596,449.50	\$149,112.39	\$223,668.59	\$260,946.69
27001 to 28500	\$621,212.00	\$155,302.99	\$232,954.48	\$271,780.23
28501 to 30000	\$644,732.50	\$161,183.08	\$241,774.62	\$282,070.39
30001 to 32500	\$683,933.00	\$170,983.24	\$256,474.86	\$299,220.67

Audience	STS Learn Perpetual - Named User	STS Learn- SaaS - Named User	STS Learn- SaaS - Registrations	STS Learn- SaaS - Unique Login
32501 to 35000	\$721,365.50	\$180,341.36	\$270,512.04	\$315,597.39
35001 to 37500	\$758,798.00	\$189,699.49	\$284,549.23	\$331,974.11
37501 to 40000	\$794,505.50	\$198,626.36	\$297,939.54	\$347,596.14
40001 to 42500	\$830,213.00	\$207,553.24	\$311,329.86	\$363,218.17
425001 to 45000	\$864,411.00	\$216,102.77	\$324,154.16	\$378,180.00
45001 to 47500	\$898,609.00	\$224,652.30	\$336,978.45	\$393,141.38
47501 to 50000	\$931,298.00	\$232,824.49	\$349,236.73	\$407,442.75
50001 to 55000	\$996,675.50	\$249,168.86	\$373,753.29	\$436,045.50
55001 to 60000	\$1,059,293.00	\$264,823.24	\$397,234.88	\$463,440.75
60001 to 65000	\$1,121,910.50	\$280,477.61	\$420,716.25	\$490,836.00
65001 to 70000	\$1,182,113.00	\$295,528.24	\$443,292.38	\$517,174.50
70001 to 75000	\$1,242,315.50	\$310,578.86	\$465,868.13	\$543,513.00
75001 to 80000	\$1,300,103.00	\$325,025.74	\$487,538.63	\$568,795.13
80001 to 85000	\$1,357,890.50	\$339,472.61	\$509,208.75	\$594,077.25
85001 to 90000	\$1,413,521.50	\$353,380.43	\$530,070.75	\$618,415.88
90001 to 95000	\$1,469,153.00	\$367,288.24	\$550,932.38	\$642,754.50
95001 to 100000	\$1,522,800.50	\$380,700.00	\$571,050.00	\$666,225.38

STS Learn Perpetual Maintenance, Named User, STS Talent Perpetual Maintenance - Perpetual- named user, STS Talent Acquisition Perpetual Maintenance Perpetual- named user, STS WFM Perpetual Maintenance - Perpetual- named user –

Audience	STS Learn Perpetual Maintenance, Named User	STS Talent Perpetual Maintenance - Perpetual- named user	STS Talent Acquisition Perpetual Maintenance - Perpetual- named user	STS WFM Perpetual Maintenance - Perpetual- named user
1 to 50	\$16.58	\$16.65	NA	\$20.67
51 to 100	\$16.58	\$16.65	NA	\$20.67
101 to 150	\$16.58	\$16.65	\$22.21	\$20.67
151 to 200	\$16.58	\$16.65	\$22.21	\$20.67
201 to 250	\$16.58	\$16.65	\$22.21	\$20.67
251 to 375	\$16.58	\$16.65	\$22.21	\$20.67
376 to 500	\$16.55	\$16.60	\$22.16	\$20.67
501 to 750	\$16.54	\$16.57	\$22.12	\$20.67
751 to 1000	\$16.31	\$16.33	\$21.84	\$20.43
1001 to 1500	\$16.05	\$16.07	\$21.38	\$20.14
1501 to 1750	\$27,256.05	\$27,272.70	\$34,851.60	\$33,804.83
1751 to 2500	\$36,294.98	\$36,311.63	\$45,778.50	\$46,501.58
2501 to 3000	\$42,009.08	\$42,025.73	\$52,328.70	\$54,966.08
3001 to 3750	\$50,154.98	\$50,171.63	\$61,210.35	\$67,662.83

Audience	STS Learn Perpetual Maintenance, Named User	STS Talent Perpetual Maintenance - Perpetual- named user	STS Talent Acquisition Perpetual Maintenance - Perpetual- named user	STS WFM Perpetual Maintenance - Perpetual-named user
3751 to 5000	\$62,298.23	\$62,314.88	\$72,125.10	\$87,976.20
5001 to 6250	\$74,598.98	\$74,615.63	\$81,413.10	\$108,289.58
6251 to 7500	\$85,915.35	\$85,932.00	\$89,006.85	\$126,914.33
7501 to 8700	\$97,074.63	\$97,091.28	\$95,506.29	\$144,794.09
8701 to 10000	\$108,870.18	\$108,886.83	\$101,564.55	\$163,282.04
10001 to 12500	\$130,536.18	\$130,552.83	\$111,851.55	\$190,012.04
12501 to 15000	\$151,080.93	\$151,097.58	\$121,166.55	\$215,403.20
15001 to 16500	\$163,407.78	\$163,424.43	\$126,755.55	\$230,638.00
16501 to 18000	\$175,123.98	\$175,140.63	\$131,874.75	\$245,069.60
18001 to 19500	\$186,840.18	\$186,856.83	\$136,993.95	\$259,501.00
19501 to 21000	\$197,883.63	\$197,900.28	\$141,708.15	\$273,136.00
21001 to 22500	\$208,326.80	\$208,343.40	\$146,082.15	\$286,771.00
22501 to 24000	\$218,770.00	\$218,786.60	\$150,456.15	\$300,406.00
24001 to 25500	\$228,674.80	\$228,691.60	\$154,538.55	\$313,237.80
25501 to 27000	\$238,579.80	\$238,596.40	\$158,620.95	\$326,069.60
27001 to 28500	\$248,484.80	\$248,501.40	\$162,703.35	\$338,901.20
28501 to 30000	\$257,893.00	\$257,909.60	\$166,518.45	\$350,929.80
30001 to 32500	\$273,573.20	\$273,589.80	\$172,876.95	\$370,977.20
32501 to 35000	\$288,546.20	\$288,562.80	\$178,857.45	\$389,686.00
35001 to 37500	\$303,519.20	\$303,535.80	\$184,837.95	\$408,394.80
37501 to 40000	\$317,802.20	\$317,818.80	\$190,467.45	\$425,764.80
40001 to 42500	\$332,085.20	\$332,101.80	\$196,096.95	\$443,134.80
425001 to 45000	\$345,764.40	\$345,781.00	\$201,443.00	\$460,504.80
45001 to 47500	\$359,443.60	\$359,460.40	\$206,789.00	\$477,874.80
47501 to 50000	\$372,519.20	\$372,535.80	\$211,851.40	\$495,244.80
50001 to 55000	\$398,670.20	\$398,686.80	\$221,976.40	\$529,984.80
55001 to 60000	\$423,717.20	\$423,733.80	\$231,939.40	\$564,724.80
60001 to 65000	\$448,764.20	\$448,780.80	\$241,902.40	\$599,464.80
65001 to 70000	\$472,845.20	\$472,861.80	\$251,622.40	\$634,204.80
70001 to 75000	\$496,926.20	\$496,942.80	\$261,342.40	\$668,944.80
75001 to 80000	\$520,041.20	\$520,057.80	\$270,900.40	\$703,684.80
80001 to 85000	\$543,156.20	\$543,172.80	\$280,458.40	\$738,424.80
85001 to 90000	\$565,408.60	\$565,425.40	\$289,827.40	\$773,164.80
90001 to 95000	\$587,661.20	\$587,677.80	\$299,196.40	\$807,904.80
95001 to 100000	\$609,120.20	\$609,136.80	\$308,403.40	\$842,644.80

STS LEARN WITH AUDIT LICENSE GSA PRICE –

Audience	Learn with Audit SaaS-named user	Learn with Audit SaaS-Unique Logins
1 to 50	\$12.43	\$21.75
51 to 100	\$12.43	\$21.75
101 to 150	\$12.43	\$21.75
151 to 200	\$12.43	\$21.75
201 to 250	\$12.43	\$21.75
251 to 375	\$12.43	\$21.75
376 to 500	\$12.41	\$21.71
501 to 750	\$12.39	\$21.69
751 to 1000	\$12.23	\$21.39
1001 to 1500	\$12.03	\$21.05
1501 to 1750	\$20,424.80	\$35,743.40
1751 to 2500	\$27,178.54	\$47,562.45
2501 to 3000	\$31,480.76	\$55,091.32
3001 to 3750	\$37,547.14	\$65,707.49
3751 to 5000	\$46,637.82	\$81,616.18
5001 to 6250	\$55,942.98	\$97,900.21
6251 to 7500	\$64,421.57	\$112,737.74
7501 to 8700	\$72,685.40	\$127,199.45
8701 to 10000	\$81,497.40	\$142,620.45
10001 to 12500	\$97,824.19	\$171,192.33
12501 to 15000	\$113,294.84	\$198,265.97
15001 to 16500	\$122,538.69	\$214,442.70
16501 to 18000	\$131,207.62	\$229,613.34
18001 to 19500	\$139,985.72	\$244,975.00
19501 to 21000	\$148,250.45	\$259,438.28
21001 to 22500	\$155,883.77	\$272,796.59
22501 to 24000	\$163,698.02	\$286,471.53
24001 to 25500	\$171,147.74	\$299,508.54
25501 to 27000	\$178,560.92	\$312,481.61
27001 to 28500	\$185,974.11	\$325,454.69
28501 to 30000	\$193,455.16	\$338,546.53

Audience	Learn with Audit SaaS-named user	Learn with Audit SaaS-Unique Logins
30001 to 32500	\$205,217.51	\$359,130.63
32501 to 35000	\$215,869.44	\$377,771.53
35001 to 37500	\$227,071.16	\$397,374.53
37501 to 40000	\$238,447.59	\$417,283.28
40001 to 42500	\$249,164.15	\$436,037.27
425001 to 45000	\$259,159.82	\$453,529.68
45001 to 47500	\$269,412.78	\$471,472.37
47501 to 50000	\$279,205.09	\$488,608.91
50001 to 55000	\$298,805.40	\$522,909.46
55001 to 60000	\$317,350.16	\$555,362.78
60001 to 65000	\$336,109.54	\$588,191.69
65001 to 70000	\$354,803.24	\$620,905.67
70001 to 75000	\$372,872.62	\$652,527.08
75001 to 80000	\$389,060.63	\$680,856.09
80001 to 85000	\$406,353.75	\$711,119.06
85001 to 90000	\$423,508.50	\$741,139.88
90001 to 95000	\$440,176.50	\$770,308.88
95001 to 100000	\$457,207.50	\$800,113.13

Manufacturer Part No.	Product Description	Proposed GSA price
Certitude-1	Certitude audience size (1 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$1,530.00
Certitude-2	Certitude audience size (2 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$5.10
Certitude-3-999	Certitude audience size (3 to 999 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$2.55
Certitude-1000-2499	Certitude audience size (1000 to 2499 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$1.02
Certitude-2500-4999	Certitude audience size (2500 to 4999 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$1.02
Certitude-5000-7499	Certitude audience size (5000 to 7499 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$0.51
Certitude-7500-9999	Certitude audience size (7500 to 9999 users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$0.51
Certitude-10000	Certitude audience size (10,000+ users)- create and manage a governance framework to support compliance, safety and business initiatives.	\$0.51
SLDP: Leadership Services Customer Toolkit (one time charge)	SLDP: Leadership Services Customer Toolkit (one time charge) - program design and planning, kick-off planning, cohort management, communication materials, program launch support, program evaluation and measurement. Toolkit that includes templates, learning paths, facilitator guides, communication templates and a practitioner's guide to effective leadership development and evaluation. A Skillsoft Professional Services Consultant will guide the customer through the resources within the toolkit and provide quarterly check ins after the program is launched.	\$2,140.00
SLDP: Leadership Services Fully Managed Engagement (per 25 user cohort, minimum 2)	SLDP: Leadership Services Fully Managed Engagement (per 25 user cohort, minimum 2) - program launch support, program adoption measurement done monthly designed for up to 6 topics to be managed throughout the course of 12 months. A Skillsoft Professional Services Consultant will manage the planning, rollout, and evaluation tasks associated with creating a full year program that includes six captivating journeys for leaders at all levels of the organization using Skillsoft's SLDP content. (per 25 user cohort, minimum 2)	\$8,560.00
SLDP: Leadership Services Introductory Engagement (per 25 user cohort)	SLDP: Leadership Services Introductory Engagement (per 25 user cohort) - program launch support, program adoption management at program mid-point and end of program, designed for 1 topic to be managed over 8 weeks. A Skillsoft Professional Services Consultant collaborates with the customer to manage the planning, rollout, and evaluation tasks associated with creating one captivating learning journey for a set group of leaders at all levels of the organization using Skillsoft's SLDP content. (per 25 user cohort)	\$4,280.00

Manufacturer Part No.	Product Description	Proposed GSA price
Pluma 30 Min 1:1 Coaching Starter (40-99 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of thirty (30) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,004.33
Pluma 30 Min 1:1 Coaching (100 - 199 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of thirty (30) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$1,903.83
Pluma 30 Min 1:1 Coaching (200-499 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of thirty (30) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$1,863.63
Pluma 30 Min 1:1 Coaching (500 - 999 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of thirty (30) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$1,703.78
Pluma 30 Min 1:1 Coaching (1000 + users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of thirty (30) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$1,604.23

Manufacturer Part No.	Product Description	Proposed GSA price
Pluma 45 Min 1:1 Coaching Starter (30 - 69 users) (licenses only)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of forty-five (45) minutes each per seat licensed. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first one hundred and eighty (180) days of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,750.93
Pluma 45 Min 1:1 Coaching (70 - 144 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of forty-five (45) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,613.10
Pluma 45 Min 1:1 Coaching (145-364 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of forty-five (45) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,558.54
Pluma 45 Min 1:1 Coaching (365+ users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of forty-five (45) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,338.39
Pluma 60 Min 1:1 Coaching (20-54 users) (licenses only)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$3,440.10

Manufacturer Part No.	Product Description	Proposed GSA price
Pluma 60 Min 1:1 Coaching (55-114 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$3,267.81
Pluma 60 Min 1:1 Coaching (115 - 289 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$3,198.89
Pluma 60 Min 1:1 Coaching (290 - 579 users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,924.18
Pluma 60 Min 1:1 Coaching (580+ users)	Provides (i) access to the Pluma platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Pluma SSO, and Pluma Customizations. Once a seat is launched, the user shall have one-hundred and eighty (180) days to complete the twelve (12) coaching sessions. Customer acknowledges that (i) Customer must launch at least fifty percent (50%) of the seats licensed within the first six (6) months of the annual License Term, and in the event that Customer does not launch fifty percent (50%) of the seats licensed, the number of seats in Customer's shortfall shall be forfeited; and (ii) any unused coaching sessions shall expire one-hundred and eighty (180) days after the launching of the applicable licensed seat; and (iii) any unused seats, and their applicable coaching sessions, shall expire at the end of the annual License Term. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.	\$2,752.85
Pluma SSO (per instance)	An authentication scheme that allows a user to log in to the Pluma platform from the Customer's third-party platform with a single ID and password.	\$4,785.89
Pluma 3-Way Coaching Session (per user)	A thirty (30) minute session between the user, coach, and the user's manager.	\$167.51
Pluma Assessment (per assessment)	Provides a user access to a self-assessment and 360 assessment and the results of those assessments.	\$239.29

SIN 54151 Software Maintenance Services GSA Price List

SIN	Manufacturer Part No.	Product Description	Proposed GSA Price
54151	SoftwareSupport-12m	Ongoing software support for customers learning and development plans for 12 months. Ongoing software support is provided by a program manager of our Customer's Learning and Development team, dedicated to the management and support of the Skillssoft solution, as aligned to Customer's learning strategy. The Program Manager assists the Customer to obtain maximum value from the technology-enabled learning solution licensed from Skillssoft.	\$243,960.00
54151	SoftwareSupport-6m	Ongoing software support for customers learning and development plans for 6 months. Ongoing software support is provided by a program manager of our Customer's Learning and Development team, dedicated to the management and support of the Skillssoft solution, as aligned to Customer's learning strategy. The Program Manager assists the Customer to obtain maximum value from the technology-enabled learning solution licensed from Skillssoft.	\$147,392.50

SIN 54151S Services GSA Price List

SIN	Labor Category	Hourly GSA Rate
54151S	Project Manager	\$241.81
54151S	Business Consultant	\$241.81
54151S	Technical Consultant	\$241.81

SIN 611420 (Information Technology Training) GSA Price List

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	2413	BUSINESS TRAINING, TOGAF® for Practitioners - Level 1 & 2	In this course, you will gain the knowledge needed to prepare for and achieve both TOGAF® 9.2 Level 1 certification, known as TOGAF® Standard Version 9.2 Foundation, and TOGAF® Level 2 certification, known as TOGAF® Standard Version 9.2 Certified. You will learn the technology, structure, and concepts of TOGAF® 9.2. In addition to gaining the knowledge and comprehension of TOGAF® Standard Version 9.2, you will learn to analyze and apply this knowledge.	4	\$3,335.77
611420	3338	AMAZON WEB SERVICES, Security Engineering on AWS	In this course, you will learn how to efficiently use AWS security services for optimal security and compliance in the AWS cloud. This course focuses on the AWS-recommended best practices that you can implement to enhance the security of your data and systems in the cloud. The course highlights the security features of AWS key services including compute, storage, networking, and database services. This course also refers to the common security control objectives and regulatory compliance standards. Additionally, you will examine use cases for running regulated workloads on AWS across different verticals, globally. You will also learn how to leverage AWS services and tools for automation and continuous monitoring-taking your security operations to the next level.	3	\$1,794.21
611420	2817	Project Portfolio Management	Learn what it takes to maximize the number and strategic value of the projects that your organization completes. This Global Knowledge course on portfolio management is designed for anyone involved in the development and execution of organizational strategy. Enroll now!	3	\$1,965.49
611420	100916	MICROSOFT, Azure Stack HCI (WS-013T00)	This course is for IT Professionals who already have significant experience with managing an on-premises Windows Server environment. Its purpose is to cover advanced topics related to Windows Server software-defined datacenter, Azure Stack HCI, and other Azure Stack products. The course also describes the use of existing Microsoft System Center products to implement and manage software-defined datacenters with Windows Server 2019. This course is advanced and is designed for people that want to run their virtual workloads on Windows Server 2019 at medium-to-large scale using software-defined datacenter and hyper-converged principles.	3	\$1,794.21
611420	821520	Advanced Automated Administration with Windows PowerShell	Focus on building more scalable and usable Windows PowerShell scripts for use in your organization.	3	\$1,794.21
611420	4935	Certified Network Defender (CND)	Enroll in Certified Network Defender (CND) training and work towards your CND certification in cybersecurity. Learn about hackers and cyber defense strategies required in today's critical infrastructure.	5	\$3,335.77

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	821305	MICROSOFT, Microsoft Information Protection Administrator (SC-400T00)	<p>Exclusive - Learn how to protect information in your Microsoft 365 deployment. One Microsoft exam voucher included with class.</p> <p>This course focuses on data governance and information protection within your organization. The course covers implementation of data loss prevention policies, sensitive information types, sensitivity labels, data retention policies and Office 365 message encryption among other related topics. The course helps learners prepare for the Microsoft Information Protection Administrator exam (SC-400).</p> <p>One Microsoft exam voucher included with class.</p>	2	\$1,323.17
611420	2951	NON-VENDOR IT, CompTIA CASP+ Certification Prep Course ? Advanced Security Practitioner	<p>Learn advanced security administration tools and techniques while preparing for the CASP exam (CAS-004) in this hands-on course.</p> <p>You have experience in the increasingly crucial field of information security, and now you're ready to take that experience to the next level. CompTIA Advanced Security Practitioner (CASP) (Exam CAS-004) is the course you will need to take if your job responsibilities include securing complex enterprise environments. In this course, you will expand on your knowledge of information security to apply more advanced principles that will keep your organization safe from the many ways it can be threatened. Today's IT climate demands individuals with demonstrable skills, and the information and activities in this course can help you develop the skill set you need to confidently perform your duties as an advanced security professional. This course is designed for IT professionals who want to acquire the technical knowledge and skills needed to conceptualize, engineer, integrate, and implement secure solutions across complex enterprise environments.</p>	5	\$2,736.27
611420	3966	CISCO,UCCXD - Deploying Cisco Unified Contact Center Express v6.0	<p>Learn about the Cisco Unified Contact Center Express (Unified CCX) product and its associated client applications and scripting tools.</p> <p>In this course, you'll gain an understanding of Cisco's Unified Contact Center Express (Unified CCX) product and all of its associated client applications and scripting tools. You will learn about all of the Unified CCX components, servers, deployment options, and clients. You will learn how to perform capacity planning, choose the correct product features, and install the product.</p>	5	\$3,250.13
611420	1833	MICROSOFT,SQL Server Performance Tuning and Optimization (M55144)	<p>In this course, you will learn practical tuning and optimization techniques for SQL Server 2014 that include indexing and statistics strategies, transaction log operations, tempdb and data file configuration, transaction and isolation levels, locking and blocking, and the new In-Memory OLTP engine. You will learn how to create baselines and benchmark SQL Server performance as well as analyze and fix workload for performance issues.</p>	5	\$2,564.99
611420	5741	MICROSOFT, SharePoint 2016 Site Collections and Site Owner Administration (M55234)	<p>This course is intended for power users and IT professionals who are tasked with working within the SharePoint 2016 environment and conduct site collection and site administration. This course will provide a deeper, narrowly-focused training on the important and popular skills needed to do SharePoint site collection and site administration with SharePoint 2016 deployed on-premise, in Office 365 (SharePoint Online) or a hybrid deployment (on-premise connected to Office 365).</p>	5	\$2,564.99

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	3049	CISCO,BGP - Configuring BGP on Cisco Routers v4.0	<p>In this comprehensive course, you will gain in-depth knowledge of BGP, the routing protocol that is one of the underlying foundations of the Internet. You will explore the theory of BGP, configuration of BGP on Cisco IOS routers, and detailed troubleshooting information.</p> <p>Our labs provide you with the skills needed to configure and troubleshoot BGP networks in both enterprise and service provider environments. You'll also learn BGP network design issues and usage rules for various features as well as how to design and implement efficient, optimal, and trouble-free BGP networks.</p>	5	\$3,164.48
611420	100482	CISCO,DCCOR-Implementing and Operating Cisco Data Center Core Technologies v1.1	<p>In the DCCOR - Implementing and Operating Cisco Data Center Core Technologies v1.1 course you will master the skills and technologies you need to implement data center compute, LAN and SAN infrastructure. You will learn the essentials of automation and security in data centers. You will get hands-on experience with deploying, securing, operating, and maintaining Cisco data center infrastructure including: Cisco MDS Switches and Cisco Nexus Switches; Cisco Unified Computing System (Cisco UCS) B-Series Blade Servers, and Cisco UCS C-Series Rack Servers.</p>	5	\$3,935.26
611420	100478	CISCO,ENSLD-Designing Cisco Enterprise Networks v1.0	<p>This course also helps you prepare to take the Designing Cisco Enterprise Networks v1.0 (ENSLD 300-420) exam, which is part of the CCNP Enterprise and Cisco Certified Specialist - Enterprise Design certifications.</p>	5	\$3,078.84
611420	2658	BUSINESS TRAINING, Project Management, Leadership, and Communication	<p>The skills you'll learn in this course will enable you to apply effective leadership strategies, improve your interpersonal communication, become more influential, help guide your staff through change, deal with conflict and practice ethical principles during the entire project management process.</p> <p>With the aid of the hands-on case study exercises, you'll learn to create a motivating team atmosphere and ultimately manage your project successfully.</p>	3	\$2,051.13
611420	9798	OTHER PRODUCTS, Palo Alto Networks: Panorama 10.1: Managing Firewalls at Scale (EDU-220)	<p>This course will help students to gain in-depth knowledge about how to configure and manage their Palo Alto Networks Panorama management server. Administrators that complete this course will become familiar with the Panorama management server's role in managing and securing their overall network. Network professionals will be shown how to use Panorama aggregated reporting to provide them with a holistic view of a network of Palo Alto Networks next-generation firewalls.</p> <p>Global Knowledge Delivered Course</p>	2	\$1,712.85
611420	100752	MICROSOFT, Building Applications and Solutions with Microsoft 365 Core Services (MS-600T00)	<p>In this course, students will learn how to implement Microsoft Identity and work with Microsoft Graph. Students will also gain the knowledge on UI elements (including Adaptive Cards and UI Fabric), Integration Points (including Microsoft Teams, Office Add-ins, SharePoint Framework, Actionable Messages), and determining workload platform targets. In implementing Microsoft Identity, students will learn to implement Microsoft identity including registering an application, implanting authentication, configuring permissions to consume an API, and creating a service to access Microsoft Graph.</p>	5	\$2,564.99

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	100480	CISCO,ENWLSI- Implementing Cisco Enterprise Wireless Networks v1.1	<p>In this course you will learn to implement and secure a wireless network infrastructure and use Cisco Identity Service Engine (ISE), Cisco Prime Infrastructure (PI), and Cisco Connect Mobile Experience to monitor and troubleshoot network issues.</p> <p>The course provides hands-on labs to reinforce concepts including deploying Cisco Prime Infrastructure Release 3.5, Cisco Catalyst 9800 Wireless Controller Release, Cisco IOS XE Gibraltar 16.10, Cisco Digital Network Architecture (Cisco DNA) Center Release 1.2.8, Cisco Connected Mobile Experiences (CMX) Release 10.5, Cisco Mobility Services Engine (MSE) Release 8.0 features, and Cisco ISE Release 2.4.</p> <p>You will use Cisco Identity Services Engine, Cisco Prime Infrastructure, and Cisco Connect Mobile Experience to monitor and troubleshoot network issues</p> <p>And you can validate your knowledge and prepare to take the Implementing Cisco Enterprise Wireless Networks (300-430 ENWLSI) certification exam.</p>	5	\$3,078.84
611420	9817	NON-VENDOR IT,CISM Prep Course	<p>The CISM certification program was developed by ISACA for experienced information security management professionals who have experience developing and managing information security programs and who understand the programs relationship to the overall business goals. The CISM exam consists of 200 multiple-choice questions that cover the four CISM domains. The American National Standards Institute (ANSI) has accredited the CISM certification program under ISO/IEC 17024:2003, General Requirements for Bodies Operating Certification Systems of Persons.</p>	3	\$2,051.13
611420	100476	CISCO,ENARSI- Implementing Cisco Enterprise Advanced Routing and Services v1.0	<p>The ENARSI - Implementing Cisco Enterprise Advanced Routing and Services v1.0 course gives you the knowledge you need to install, configure, operate, and troubleshoot an enterprise network. This course covers advanced routing and infrastructure technologies, expanding on the topics covered in the ENCOR - Implementing and Operating Cisco Enterprise Network Core Technologies v1.0 course. The course will prepare you for the Implementing Cisco Enterprise Advanced Routing and Services (300-410 ENARSI) exam, which leads to the new CCNP Enterprise and Cisco Certified Specialist – Enterprise Advanced Infrastructure Implementation certifications.</p>	5	\$3,078.84
611420	1980	AMAZON WEB SERVICES, Advanced Architecting on AWS	<p>Advanced Architecting on AWS is intended for individuals who are experienced with designing scalable and elastic applications on the AWS platform. Building on concepts introduced in Architecting on AWS, this course covers how to build complex solutions that incorporate data services, governance, and security on AWS. This course introduces specialized AWS services, including AWS Direct Connect and AWS Storage Gateway to support hybrid architecture. It also covers designing best practices for building scalable, elastic, secure, and highly available applications on AWS.</p>	3	\$1,794.21

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	100700	CISCO,SSNGFW-Securing Networks with Cisco Firepower Next Generation Firewall v1.0	The SSNGFW - Securing Networks with Cisco Firepower Next Generation Firewall v1.0 course gives you knowledge and skills to use and configure Cisco Firepower Threat Defense technology, beginning with initial device setup and configuration and including routing, high availability, Cisco Adaptive Security Appliance (ASA) to Cisco Firepower Threat Defense migration, traffic control, and Network Address Translation (NAT). You will learn how to implement advanced Next-Generation Firewall (NGFW) and Next-Generation Intrusion Prevention System (NGIPS) features, including network intelligence, file type detection, network-based malware detection, and deep packet inspection.	5	\$3,425.69
611420	100441	BUSINESS TRAINING,ITIL? 4 Leader: Digital and IT Strategy	<p>ITIL4 Strategic Leader (ITIL SL) is a stream of two modules that are part of ITIL 4, the next evolution of ITIL. ITIL SL recognizes the value of ITIL, not just for IT operations, but for all digitally-enabled services. Becoming an ITIL 4 Strategic Leader demonstrates that you have a clear understanding of how IT influences and directs business strategy.</p> <p>ITIL Strategic Leader: Digital & IT Strategy will focus on the alignment of digital business strategy with IT strategy. The module also covers how disruption from new technologies are impacting organizations in every industry and how business leaders are responding. The pace of evolution in the digital world has never been so fast and organizations need to be flexible and adapt to the ever-changing environment if they want to keep providing value to their customers while remaining competitive in the marketplace.</p> <p>Accredited training for the ITIL 4 Strategic Leader modules is mandatory to enable full understanding of the core material. All modules have ITIL 4 Foundation as a pre-requisite. In addition, the ITIL 4 Leader modules requires a minimum of three years of IT managerial experience.</p> <p>As part of this course, all candidates will receive an exam voucher for the ITIL Leader: Digital and IT Strategy exam through Peoplecert. As of February 1, 2022, all exams will be administered in an online proctored format only.</p>	3	\$2,136.78
611420	100917	MICROSOFT, Microsoft Power Platform App Maker (PL-100T00)	<p>Exclusive - This course will teach you how to build apps. One Microsoft exam voucher included with class.</p> <p>This course will teach you how to build apps with low-code techniques to simplify, automate, and transform business tasks and processes using Microsoft Power Platform.</p> <p>One Microsoft exam voucher included with class.</p>	3	\$1,794.21
611420	100857	CISCO,ECMS2-Engineering Cisco Meraki Solutions Part 2 v2.0	In this advanced technical training course, you'll learn how to plan for network deployments and integrations using the Cisco Meraki platform. Through practical hands-on instruction and experiences, you will learn how to operate Meraki networks and troubleshoot complex network incidents using the Meraki Dashboard and analytics. You will also learn how to design Meraki architectures for redundancy, high-density, and scalability by implementing comprehensive Meraki product features to meet design objectives. This course is the second of two courses that prepares you for Cisco Meraki certification.	3	\$2,397.98

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	100826	CBROPS-Understanding Cisco Cybersecurity Operations Fundamentals v1.0	Learn about security concepts, network application operations and attacks, Windows and Linux OS, and the data types used to investigate security incidents.	5	\$3,678.34
611420	2180	CyberSec First Responder: Threat Detection and Response	Gain a broad view of how to respond to a cybersecurity incident while preparing for the CyberSec First Responder certification.	5	\$2,993.20
611420	3291	NON-VENDOR IT, CompTIA Network+ Certification Prep Course	<p>Learn how to demonstrate the concepts covered on the CompTIA Network+ exam (N10-008).</p> <p>CompTIA Network+ Certification Prep (N10-008) builds on your existing user-level knowledge and experience with personal computer operating systems and networks, adding fundamental skills and concepts that you will need to advance in a networking career. As such, it focuses on the content described in the exam objectives for the CompTIA Network+ certification.</p> <p>Earning CompTIA's Network+ certification increases your value in the marketplace by providing proof of your knowledge, skills, and ability to manage, maintain, troubleshoot, install, operate, and configure a basic network infrastructure in a vendor-neutral format.</p> <p>Our CompTIA Network+ Certification Prep Course allows you to demonstrate the concepts covered on the Network+ exam using a sophisticated remote lab environment. You will work through several practice exams to reinforce your knowledge and gain essential networking skills in labs featuring networking devices such as routers, switches, access points, and others.</p>	5	\$2,393.70
611420	100748	MICROSOFT, Developing Solutions for Microsoft Azure (AZ-204T00)	Students will learn how to implement Azure compute solutions, create Azure Functions, implement and manage web apps, develop solutions utilizing Azure storage, implement authentication and authorization, and secure their solutions by using KeyVault and Managed Identities. Students will also learn how to connect to and consume Azure services and third-party services, and include event- and message-based models in their solutions. The course also covers monitoring, troubleshooting, and optimizing Azure solutions.	5	\$2,564.99
611420	100839	Exam Readiness Intensive Workshop: AWS Certified Solutions Architect-Associate	Learn how to get ready for the AWS Certified Solutions Architect – Associate exam	5	\$2,826.20
611420	1395	AMAZON WEB SERVICES, Architecting on AWS	This course includes presentations based on use cases, group discussions, demonstrations, assessments, and hands-on labs.	3	\$1,794.21

SIN	Course Number	Course Title	Course Description	Course Length (Days)	GSA Rate (Per Person)
611420	3982	MICROSOFT, Administering Microsoft Exchange Server 2016 (M20345-1)	Learn how to administer and support Exchange Server 2016. The course covers how install and configure Exchange Server. It also covers how to manage mail recipients and public folders, including how to perform bulk operations by using Exchange Management Shell. In addition, the course covers how to manage client connectivity, message transport and hygiene, and highly available Exchange Server deployments. It also covers how to implement disaster recovery solutions. Finally, the course covers how to maintain and monitor an Exchange Server deployment and how to administer Exchange Online in a Office 365 deployment.	5	\$2,650.63
611420	100325	MICROSOFT, Microsoft Azure Security Technologies (AZ-500T00)	This course provides IT Security Professionals with the knowledge and skills needed to implement security controls, maintain an organization's security posture, and identify and remediate security vulnerabilities. This course includes security for identity and access, platform protection, data and applications, and security operations.	4	\$2,222.42
611420	6127	MICROSOFT, Managing Windows Environments with Group Policy (M50255)	In this course-currently the only offering in the market devoted to Group Policy training-you will learn how to reduce costs and increase efficiencies in your network. You will discover how to consolidate the administration of an enterprise IT infrastructure with Group Policy, and learn to control and manage computer systems and domain users running Windows Server and Windows clients. Create Group Policies, implement administrative and security templates, and determine best practices when deploying software packages. Walk away with the experience and tools needed to optimize your enterprise systems and networks.	5	\$2,650.63
611420	821304	MICROSOFT, Microsoft Identity and Access Administrator (SC-300T00)	Exclusive - This course includes identity content for Azure AD, enterprise application registration, conditional access, identity governance, and other identity tools. One Microsoft exam voucher included with class. This course provides IT Identity and Access Professional, along with IT Security Professional, with the knowledge and skills needed to implement identity management solutions based on Microsoft Azure AD, and it connected identity technologies. This course includes identity content for Azure AD, enterprise application registration, conditional access, identity governance, and other identity tools. One Microsoft exam voucher included with class.	4	\$2,222.42
611420	100627	CISCO,ACUCW1 - Administering Cisco Unified Communications Workspace Part 1: Basic v12.5	The Global Knowledge companion course to ACUCW1 is ACUCW2. This latter course is an advanced administrative course focused on infrastructure deployment.	5	\$3,335.77
611420	4398	MICROSOFT, Implementing a SQL Data Warehouse (M20767)	In this course, provides students with the knowledge and skills to provision a Microsoft SQL Server database. The course covers SQL Server provision both on-premise and in Azure, and covers installing from new and migrating from an existing install. This course incorporates material from the Official Microsoft Learning Product 20767: and it can assist you in your preparation for Exam 70-767: Implementing a SQL Data Warehouse.	5	\$2,564.99

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611420	100914	MICROSOFT, Windows Server 2019 Hybrid and Azure IaaS (WS-012T00)	Its purpose is to prepare professionals for planning, implementing, and managing environments that include Azure IaaS-hosted Windows Server-based workloads. The course covers how to leverage the hybrid capabilities of Azure, how to migrate virtual and physical server workloads to Azure IaaS, and how to manage and secure Azure VMs running Windows Server 2019.	3	\$1,794.21
611420	6201	OTHER PRODUCTS, Veeam Backup & Replication v11: Architecture & Design	The two-day, Veeam® Backup & Replication™ v11: Architecture and Design training course, is focused on teaching IT professionals how to effectively architect a Veeam solution through attaining technical excellence following the Veeam Architecture Methodology used by Veeam's own Solution Architects. During the two days, attendees will explore the goals of requirement gathering and infrastructure assessment, and use that information to design Veeam solutions within team exercises. Attendees will analyze considerations when turning logical designs into physical designs and describe the obligations to the implementation team that will implement that design. Other topics covered will include security, governance and validation impacts when architecting a Veeam solution and how to build these into the overall design.	2	\$1,712.85
611420	4501	AMAZON WEB SERVICES,AWS Technical Essentials	Learn fundamentals to become proficient in identifying AWS services. AWS Technical Essentials introduces you to AWS products, services, & common solutions.	1	\$595.21
611420	100690	MICROSOFT, Managing Microsoft Teams (MS-700T00)	Microsoft Teams admins configure, deploy, and manage Office 365 workloads for Microsoft Teams focusing on efficient collaboration and communication.	4	\$2,222.42
611420	100106	MICROSOFT, Microsoft 365 Mobility and Security Track (MS-101T00)	This course track covers 3 central elements, Microsoft 365 security management, Microsoft 365 compliance management, and Microsoft 365 device management.	5	\$2,564.99
611420	4879	CISCO,SISE-Implementing and Configuring Cisco Identity Services Engine v3.0	Learn to install, configure, and deploy ISE with enhanced labs written for ISE version 2.7 Patch 2 (Exclusive)	5	\$3,421.41
611420	100502	CISCO,CLCOR - Implementing and Operating Cisco Collaboration Core Technologies v1.0	Implement and deploy core collaboration and networking technologies featuring Cisco Unified Communications Manager.	5	\$3,592.70
611420	4504	AMAZON WEB SERVICES, Developing on AWS	Design and build secure, reliable, and scalable AWS-based applications. Learn how to use the AWS SDK to develop secure and scalable cloud applications.	3	\$1,794.21
611420	6745	MICROSOFT APPLICATIONS, Microsoft Excel 2016/2019 - Level 3 / Advanced	This course will teach you how to analyze & report on data frequently, work in collaboration with others to deliver actionable organizational intelligence.	1	\$252.64
611420	100572	Architecting on AWS Accelerator	Learn the basic to advanced skills of how to design and build complex applications that are scalable, reliable, and secure on AWS.	5	\$3,421.41
611420	4398	MICROSOFT, Developing SQL Databases (M20762)	Enroll in the official Microsoft: Implementing a SQL Data Warehouse course (M20767) at Global Knowledge and prepare for Exam 70-767. Learn to implement a data warehouse platform with Microsoft SQL Server 2016.	5	\$2,564.99

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611420	100664	DCCUCS-Configuring Cisco Unified Computing System v1.0	This course shows you how to deploy, secure, operate, and maintain Cisco Unified Computing System (Cisco UCS) B-series blade servers, Cisco UCS C-Series, and S-Series rack servers for use in data centers.	3	\$3,164.48
611420	100571	CISCO,ECMS1 - Engineering Cisco Meraki Solutions, Part 1 v2.0	This course equips students with the knowledge and skills to confidently operate Cisco Meraki deployments.	1	\$852.14
611420	100599	CISCO,DCACI-Implementing Cisco Application Centric Infrastructure v1.1	Deploy, configure and manage Cisco Nexus 9000 Series Switches in ACI mode.	5	\$3,935.26
611420	7119	MICROSOFT APPLICATIONS, Microsoft Excel ? Level 1 / Intro (2013, 2016, 2019)	This course is intended to help users learn Excel. Covers different features of the interface, formatting and editing, the building formulas and functions.	1	\$252.64
611420	100837	CISCO,CCNA-Implementing and Administering Cisco Solutions	Learn the foundational knowledge & skills necessary to install, configure, and operate a small to medium-sized Cisco network.	5	\$3,592.70
611420	100997	MICROSOFT, Microsoft Power Platform Developer (PL-400T00)	In this course, students will learn how to build Power Apps, Automate Flows and extend the platform to complete business requirements and solve complex business problems. One Microsoft exam voucher included with class.	5	\$2,564.99
611420	5867	CompTIA CySA+ Certification Prep Course - Cybersecurity Analyst	Learn the responsibilities and duties of cybersecurity analysts who are responsible for monitoring and detecting security incidents in information systems.	5	\$2,479.35
611420	821306	MICROSOFT, Microsoft Security, Compliance, and Identity Fundamentals (SC-900T00)	Exclusive – Learn the foundational level knowledge on security, compliance, and identity concepts and related cloud-based Microsoft solutions. Enroll in a course today!	1	\$680.86
611420	100970	OTHER PRODUCTS, Palo Alto Networks: Firewall 10.1: Improving Security Posture and Hardening PAN-OS Firewalls (EDU-214)	Successful completion of this three-day, instructor-led course will help the student manage and maintain a Palo Alto Networks firewall-protected environment. The student will learn how to improve non-greenfield environments and will be better equipped to ensure that configurations match security best practice. The student will also be able to develop an operational strategy for maintaining a high level of compliance.	3	\$2,569.27
611420	9770	OTHER PRODUCTS, Palo Alto Networks: Firewall 10.1: Troubleshooting (EDU-330)	Successful completion of this three-day course will enhance the understanding of troubleshooting the full line of Palo Alto Networks Next-Generation Firewalls.	3	\$2,569.27
611420	100701	CISCO,SSFIPS-Securing Networks with Cisco Firepower Next-Generation IPS v4.0	This hands-on course shows you how to deploy and use Cisco Firepower Next-Generation Intrusion Prevention System (NGIPS).	5	\$3,425.69
611420	3150	NON-VENDOR IT, Understanding Networking Fundamentals	Gain a strong foundation of basic networking functions, standards and protocols in this Networking Fundamentals training course. Enroll at Global Knowledge.	5	\$2,821.91
611420	100225	MICROSOFT, Windows Client (MD-100T00)	This course will help to learn how to install, customize, and update Windows 10 plus managing storage, files, and devices and to configure network connectivity.	5	\$2,564.99

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611420	6199	OTHER PRODUCTS, Veeam Availability Suite v11: Configuration & Management	Learn how to configure, manage, and support a Veeam Availability Suite v10 solution.	3	\$2,569.27
611420	9701	NON-VENDOR IT, Cybersecurity Foundations	Exclusive – Gain a global perspective of the challenges of designing a secure system, touching on all the cyber roles needed to provide a cohesive security solution.	5	\$2,821.91
611420	4503	AMAZON WEB SERVICES, Systems Operations on AWS	In this course, you will learn how to create automatable and repeatable deployments of networks and systems on the AWS platform.	3	\$1,794.21
611420	100871	MICROSOFT, Microsoft 365 Messaging (MS-203T00)	<p>Exclusive - This course is designed for IT Professionals who deploy and manage the messaging infrastructure for Microsoft 365 in their organization. One Microsoft exam voucher included with class.</p> <p>This course examines the key elements of Microsoft 365 messaging administration, including message transport and mail flow, messaging security, hygiene, and compliance, messaging infrastructure, and hybrid messaging.</p> <p>One Microsoft exam voucher included with class.</p>	5	\$2,564.99
611420	100865	MICROSOFT, Administering Relational Databases on Microsoft Azure (DP-300T00)	<p>This course provides students with the knowledge and skills to administer a SQL Server database infrastructure for cloud, on-premises and hybrid relational databases and who work with the Microsoft PaaS relational database offerings. Additionally, it will be of use to individuals who develop applications that deliver content from SQL-based relational databases.</p> <p>One Microsoft exam voucher included with class.</p>	4	\$2,222.42
611420	5846	OTHER PRODUCTS, Palo Alto Networks: Firewall 10.1 Essentials: Configuration and Management (EDU-210)	In Palo Alto Networks Firewall 10.1 Essentials Configuration & Management course, learn how to configure & manage Palo Alto Networks next-generation firewalls.	5	\$4,282.12
611420	100870	MICROSOFT, Windows Server 2019 Administration (WS-011T00)	<p>This five-day instructor-led course is designed primarily for IT professionals who have some experience with Windows Server.</p> <p>It is designed for professionals who will be responsible for managing identity, networking, storage and compute by using Windows Server 2019, and who need to understand the scenarios, requirements, and options that are available and applicable to Windows Server 2019. The course teaches IT professionals the fundamental administration skills required to deploy and support Windows Server 2019 in most organizations.</p>	5	\$2,564.99
611420	100527	CISCO,CCNA-Implementing and Administering Cisco Solutions v1.0 Boot Camp	CCNA-Implementing and Administering Cisco Solutions Boot Camp teaches professionals how to install, operate, configure and verify a basic IPv4 and IPv6 network.	5	\$3,592.70
611420	100628	CISCO,ACUCW2 - Administering Cisco Unified Communications Workspace Part 2: Basic v12.5	The Global Knowledge companion course to ACUCW2 is ACUCW1. This latter course focuses on “Moves, Adds, Changes and Deletes (MACDs)” for a Cisco Collaboration Solution in a multisite deployment.	5	\$3,335.77

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611420	100874	Cisco, ENTFNDU-Cisco Enterprise Networking Foundations	<p>This course is recommended for those pursuing their Cisco Certified Technician (CCT) certification for Routing & Switching. This course is ideal for those wanting to prepare themselves for the new CCNA course and certification who may be newer to the industry.</p> <p>The CCT certification is for the entry-level IT professionals, building skills required for onsite support and maintenance of Cisco routers, switches, and operating environments. You can build a foundation for a broad spectrum of IT careers with the CCT.</p>	5	\$3,164.48
611420	100667	MICROSOFT, Microsoft Azure Fundamentals (2 Day) (AZ-900T00)	This course will provide foundational level knowledge on Core Azure concepts; core Azure services; core solutions and management tools.	2	\$1,323.17
611420	4845	CISCO,CSCGW - Cisco SIP, CUBE's and Gateways	In the Cisco Gateway course (CSCGW), gain valuable hands-on experience working with Cisco SIP, CUBE's, legacy gateways and router portions of IP Telephony. Gain the skills needed to obtain valuable Cisco certifications.	5	\$3,250.13
611420	111111	BUSINESS TRAINING,ITIL4 Foundation Bridge	<p>This course provides IT leaders, practitioners, support staff and staff interfacing with the organization's digital and information systems functions with a practical understanding of the key concepts, common language, principles and practices that enables successful management of modern IT-enabled services. It also prepares delegates for the ITIL Foundation Certificate Examination.</p> <p>Exam voucher included!</p>	1	\$1,109.07
611420	100224	CITRIX, Citrix Virtual Apps and Desktops 7 Administration On-Premises and in Citrix Cloud (CWS-215)	This course track covers 3 central elements, Microsoft 365 security management, Microsoft 365 compliance management, and Microsoft 365 device management.	5	\$4,282.12
611420	7125	MICROSOFT APPLICATIONS, Microsoft Excel ? Level 2 / Med (2013, 2016, 2019)	This course will teach you how to use formulas and advanced functions, create and format tables, sort and filter, and protect and finalize a workbook.	1	\$252.64
611420	100979	MICROSOFT, SharePoint Online for Administrators (55238)	The course is appropriate for existing SharePoint on-premises administrators and new administrators to Office 365 who need to understand how to correctly setup SharePoint Online for their company. The course will also help SharePoint on-premise administrators understand the differences between SharePoint on-premises and SharePoint Online.	3	\$1,794.21
611420	100494	CISCO,SCOR-Implementing and Operating Cisco Security Core Technologies v1.0	SCOR - Implementing and Operating Cisco Security Core Technologies v1.0 helps you prepare for the CCNP Security and CCIE Security certifications.	5	\$3,678.34
611420	3404	NON-VENDOR IT, CompTIA Security+ Certification Prep Course	CompTIA Security+ Certification Prep Course demonstrates your knowledge of information security. GK# 3404. Virtual Classroom Live.	5	\$2,479.35
611420	100231	MICROSOFT, Microsoft 365 Security Administrator Track (MS-500T00)	Microsoft 365 Security Administrator Track (MS-500T00) Course will enhance your knowledge about Microsoft 365 Security Administrator. Enroll in a course today!	4	\$2,222.42

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611420	100763	MICROSOFT, Microsoft Azure Administrator (AZ-104T00)	This course teaches IT Pros how to manage their Azure subscriptions, secure identities, administer the infrastructure, & configure virtual networking.	4	\$2,222.42
611420	8429	SONICWALL, SonicWALL Network Security Administrator	This course will provide skills to successfully design, implement, and troubleshoot SonicWall firewall appliances and security services. Exam voucher provided.	2	\$1,712.85
611420	100481	Application Centric Infrastructure Administration, Operations and Troubleshooting	Develop essential skills for administrating and troubleshooting an Application Centric Infrastructure Fabric to include Tenants, VRFs, Bridge Domains, Subnets, EPGs, VMM Integration and Application Profiles for Application connectivity and Routed External L3 connectivity.	5	\$3,592.70
611420	100250	MICROSOFT, Microsoft 365 Fundamentals (MS-900T01)	This course provides foundational knowledge on the considerations and benefits of adopting cloud services and the Software as a Service.	1	\$680.86
611420	100287	NON-VENDOR IT, CompTIA A+ Certification Prep	In this course that's focused on CompTIA A+ certification exam preparation, you'll gain the needed knowledge of basic computer hardware and operating systems. You will cover the essential principles of installing, building, upgrading, repairing, configuring, troubleshooting, optimizing, and preventative maintenance on desktop and laptop computers. You will also learn elements of customer service and communication skills necessary to work with clients. Instructor-led practice exams and quizzes help reinforce course concepts and exam readiness. Our A+ Prep Course courseware has received CompTIA Authorized Quality Curriculum (CAQC) approval. The CompTIA CAQC symbol assures you that all test objectives are covered in the training material.	5	\$2,650.63
611420	100440	BUSINESS TRAINING, ITIL? 4 Strategist: Direct, Plan and Improve	Find offerings to learn to manage engagement and interaction between a service provider and their customers, users, suppliers and partners.	3	\$2,136.78
611420	2868	BUSINESS TRAINING, Project Management Fundamentals	in this comprehensive training course from Global Knowledge, you will learn project management basics: how to initiate, plan, and execute a project that meets objectives and satisfies stakeholders. Enroll now in Project Management Fundamentals to work towards a PMP certification!	3	\$1,965.49
611420	2819	BUSINESS TRAINING, IT Project Management	In the IT Project Management course, learn to Identify, assess, and manage typical IT projects. You will master the essential fundamentals and best practices of project management methodology. Train in IT Project Management and enroll now at Global Knowledge.	3	\$1,965.49
611420	9879	NON-VENDOR IT, Troubleshooting TCP/IP Networks with Wireshark	Learn to troubleshoot TCP/IP network performance problems using Wireshark in this hands-on training course from Wireshark experts	5	\$3,250.13
611420	9803	NON-VENDOR IT, CISSP Certification Prep Course	Our CISSP certification training course covers all eight domains of the CISSP CBK, preparing you with the skills needed to pass the CISSP certification exam.	5	\$2,479.35
611420	222222	BUSINESS TRAINING, ITIL4 Foundation	Learn the foundations of IT service management and how they can benefit your organization. Certification exam voucher included! ITIL Exam Guarantee.	3	\$2,136.78
611420	100608	MICROSOFT, Office 365 Administrator (MS-030T00)	Learn how to install, tailor, and administer your CICS Transaction Server (TS).	5	\$2,564.99

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611420	100442	BUSINESS TRAINING,ITIL? Managing Professional Transition	Take this course to learn how to manage a professional transitions for IT leaders, practitioners, and ITIL-expert support staff to the ITIL 4.	5	\$2,783.38
611420	100570	AMAZON WEB SERVICES,AWS Cloud Practitioner Essentials	This course is for individuals who seek an overall understanding of the Amazon Web Services (AWS) Cloud, independent of specific technical roles.	1	\$595.21
611420	2919	BUSINESS TRAINING, Business Analysis Essentials	Learn how to plan business analysis activities; as well as the basics of eliciting, analyzing, modeling, and writing requirements. Learn how to verify and validate product requirements, gain approval, and manage the requirements through the life cycle of the project.	3	\$2,051.13
611420	100226	MICROSOFT, Managing Modern Desktop (MD-101T00)	Exclusive – The Modern Desktop Administrator deploys, configures, secures, manages, and monitors devices and client applications in an enterprise environment.	5	\$2,564.99
611420	821365	ENSDWI- Implementing Cisco SD-WAN Solutions v2.0	This course helps you prepare to take the Implementing Cisco SD-WAN Solutions (300-415 ENSDWI) exam which is part of the CCNP® Enterprise certification. The Implementing Cisco SD-WAN Solutions (ENSDWI) v2.0 course gives you training on how to design, deploy, configure, and manage your Cisco® Software-Defined WAN (SD-WAN) solution in a large-scale live network, including how to migrate from legacy WAN to SD-WAN	5	\$3,511.34
611420	100373	GSEC: GIAC Security Essentials Certification	Learn the most effective steps to prevent cyberattacks and detect adversaries with actionable techniques in your org. Select your Virtual Classroom today!	5	\$3,592.70
611420	2456	BUSINESS TRAINING, Vendor Management	In this training course, you will learn the skills needed to effectively manage vendors. Through hands-on exercises, you'll develop an integrated understanding of how vendors are chosen, motivated and managed.	2	\$1,194.71
611420	8272	Citrix Virtual Apps and Desktops 7 Advanced Administration (CWS-315)	Improve logon times, centralize user settings management, & optimize the performance of machines running the VDA with this exclusive course.	5	\$4,282.12
611420	3012	AMAZON WEB SERVICES,AWS Certification Associate Level Exam	This is an AWS certified Associate Exam Voucher valid for taking and AWS certified associate exam including Developer, Architect and System Operations.	3 hours	\$149.87
611420	2923	BUSINESS TRAINING, Agile Project Management	Exclusive – This training course provides a thorough understanding of the agile process and extensive opportunities to practice implementing agile best practices throughout a project life cycle. Enroll with Global Knowledge today.	3	\$1,708.56
611420	100437	BUSINESS TRAINING,ITIL? 4 Specialist: Create, Deliver and Support	Integrate different value streams and activities to create, deliver & support IT-enabled products and services, and relevant practices, methods and tools.	3	\$2,136.78
611420	2387	BUSINESS TRAINING, Project Management Professional (PMP)? Exam Prep Boot Camp	In this training course, you'll gain the essential preparation needed to pass the PMP and CAPM® exams. Concentrating on exam content from A Guide to the Project Management Body of Knowledge, (PMBOK®Guide) - Sixth Edition and other sources, this course includes a wide variety of learning tools, practice questions, study aids, and post-learning resources all using Project Management Institute (PMI) terminology.	4	\$2,736.27

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611420	100475	CISCO,ENCOR-Implementing and Operating Cisco Enterprise Network Core Technologies v1.2	This course gives you the knowledge and skills needed to configure, troubleshoot, and manage enterprise wired and wireless networks.	5	\$3,678.34
611420	8944	LEADERSHIP AND BUSINESS SOLUTIONS, Active Leadership for IT Professionals	New & Exclusive – Gain valuable leadership skills in order to effectively coach, empower and lead individuals and teams to higher levels of performance. Professional development in leadership is key for advancing your IT career. Enroll now at Global Knowledge. Delivery Formats	3	\$1,797.63
611420	100779	MICROSOFT, Designing and Implementing Microsoft DevOps Solutions (AZ-400T00)	This course provides the knowledge and skills to design and implement DevOps processes and practices. Virtual Classroom Live.	5	\$2,564.99
611420	100105	MICROSOFT, Microsoft 365 Identity and Services Track (MS-100T00)	Microsoft 365 tenant and service management, Office 365 management, and Microsoft 365 identity management. Global Knowledge Delivered Course.	5	\$2,308.06
611420	100251	MICROSOFT, Microsoft Azure Fundamentals(AZ-900T01)	Exclusive – The course will provide foundational level knowledge of cloud services and how those services are provided with Microsoft Azure.	1	\$680.86
611420	283901	MICROSOFT, Microsoft Certification Test Voucher	Purchase a voucher to take a Microsoft certification exam. Whether you want to get on track for a promotion or simply want to become indispensable in your existing role, a Microsoft certification can help by validating that you have the skills needed to succeed in the top IT professional and developer jobs in the industry. This voucher enables you to take any technical exam valued at \$165. This voucher is not applicable for fundamental exams.	n/a	\$141.31
611420	100994	MICROSOFT, Microsoft Power Platform Functional Consultant (PL-200T00)	In this course, students will learn to perform discovery, capture requirements, engage subject matter experts and stakeholders, translate requirements, and configure Microsoft Power Platform solutions and apps. They will supplement their learnings with hands-on labs to create application enhancements, custom user experiences, system integrations, data conversions, custom process automation, and custom visualizations. Microsoft Power Platform is comprised of four key products: Power Apps, Power Automate, Power BI, and Power Virtual Agents. In this course, we will cover these four applications in depth, with additional focus on Microsoft Dataverse, AI Builder, connectors, and portals. One Microsoft exam voucher included with class. LEARN MORE	4	\$2,222.42
611420	100693	MICROSOFT, Microsoft Power Platform Fundamentals (PL-900T00)	Create simple Power Apps, connect data with Dataverse, build a Power BI Dashboard, automate processes with Power Automate, and build a chatbot.	2	\$1,323.17

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611420	821303	MICROSOFT, Microsoft Security Operations Analyst (SC-200T00)	In this course you will learn how to mitigate cyberthreats using these technologies. Specifically, you will configure and use Microsoft Sentinel as well as utilize Kusto Query Language (KQL) to perform detection, analysis, and reporting. The course was designed for people who work in a Security Operations job role and helps learners prepare for the exam SC-200: Microsoft Security Operations Analyst. One Microsoft exam voucher included with class.	4	\$2,222.42
611420	4759	MICROSOFT, Securing Windows Server 2016 (M20744)	Enroll in the official Microsoft: Securing Windows Server 2016 course (M20744) at Global Knowledge and prepare for Exam 70-744. Discover how you can enhance your network's security by protecting administrative credentials and mitigating threats.	5	\$2,650.63
611420	6544	MICROSOFT, Windows PowerShell Scripting and Toolmaking	Learn to build reusable tools with Windows PowerShell 3.0 and focus on the Windows PowerShell scripting language. Understand the concepts and techniques needed to design tools, including input, output and functional requirements.	5	\$2,564.99
611420	100785	n/a, GK Polaris Discovery Subscription	Meet GK Polaris, THE unlimited training solution that's ready to guide IT professionals to new heights. The Discovery subscription includes over 200 live virtual courses in AWS, cybersecurity, ITIL®, Microsoft, project management and more.	n/a	\$2,810.15
611420	2364	NON-VENDOR IT,CCSP Certification Prep Course	Gain core knowledge and experience in cloud security architecture, design, operations, and service orchestration in this best-of-breed CCSP exam prep course.	5	\$3,078.84
611420	9915	OTHER PRODUCTS, Nutanix Enterprise Cloud Administration [v5.20]	The Nutanix Enterprise Cloud Administration (ECA) 5.15 course enables system, network, and storage administrators to successfully configure and manage Nutanix in the datacenter.	4	\$2,993.20
611420	821422	OTHER PRODUCTS, Palo Alto Networks: Prisma Access SASE Security: Design and Operation (EDU-318)	Learn how to protect your applications, remote networks, and mobile users using a SASE implementation.	4	\$3,425.69
611420	100498	SSFAMP-Protecting Against Malware Threats with Cisco AMP for Endpoints v6.0	Learn to deploy and use Cisco AMP for Endpoints, a next-generation endpoint security solution that prevents, detects, and responds to advanced threats.	3	\$2,569.27
611420	6202	Veeam Certified Architect Package (VMCA)	Learn how to design, configure, manage, support, and optimize your Veeam Availability Suite.	5	\$4,068.01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NUMBER PO-0036	3. EFFECTIVE DATE Nov 20, 2023	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable) MAS
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222	

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) SKILLSOFT (US) LLC 300 INNOVATIVE WAY STE 201 NASHUA, NH 030625746	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QTCA19D002B
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) Nov 20, 2018
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modification Unilateral
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) See Block 13 Notes...

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above numbered contract under the Multiple Award Schedule (MAS) solicitation number 47QSM20R0001, is hereby modified as follows:

1. IAW clause 52.217-8 Option to Extend Services, this contract's end date is hereby temporarily extended to May 17, 2024. Continued service during this time period shall be provided at the same prices, including 0.75% Industrial Funding Fee (IFF), as

Continue next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) GSA Initiated Mod	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dervin Diggs
15B. CONTRACTOR/OFFEROR Signature Not Required (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Signed electronically See above (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED Oct 26, 2023

Previous edition unusable

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
 - (1) Accounting classification
Net increase \$

- (2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Continuation of Description...

specifically indicated in modification PS-0028.

2. This temporary extension is awarded in order to maintain contract coverage, because SKILLSOFT (US) LLC contract 47QTCA19D002B is currently undergoing an audit. Upon the completion of the aforementioned purpose of this temporary extension, a separate modification shall be awarded to exercise the option for the above referenced schedule contract.

Note: IAW clause I-FSS-600 Contract Price List and Modifications Federal Supply Schedule (552.238-82) please update your authorized Federal Supply Schedule Price List. Failure to update your electronic file submission will adversely impact the customer's ability to utilize your services.

Block 13 Notes

Block 13.D:

52.217-8 Option to Extend Services



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

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

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-008 - Pre-Construction and Construction Management Fees (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute Task Order No. 24-008 on the Stacy and Witbeck task ordering contract in the amount of \$299,780.00 to pay construction management fees through June 2024.

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. One option year was exercised in 2023 in preparation 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:

Under the Stacy Witbeck task ordering contract, UTA approves the management fees for the two full time Stacy Witbeck management personnel. The rates are set out in the contract. This task order authorizes payment using the contract rates for the 6 month- period from January 2024 through June 2024 at 40 hours per week.

The 2024 rates are as follows:

- Infrastructure Project Manager - Collin Christensen \$131.00/Hr. Budgeting for 40 hours a week for 6 months (26 weeks)
- Infrastructure Superintendent - Courtney Beesley \$157.25/Hr. Budgeting for 40 hours a week for 6 months (26 weeks)
- **2024 Combined total fee would be \$299,780**

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-24-008
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023 Period of Performance for this TO is Jan-Jun 2024
Extended Contract Dates:	January 1, 2024 through December 31, 2024
Existing Contract Value:	\$34,749,253.00
Amendment Amount:	\$299,780
New/Total Contract Value:	\$35,049,033
Procurement Method:	RFP best value modification
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Without pre-construction and construction management from the currently selected vendor (Stacy and Witbeck, Inc.), 2024 improvement projects would have to be put on hold until re-procurement is finalized. This would lead to deferring maintenance, which could lead to slow orders and delayed service. Eventually, a failure to proceed could cause safety issues.

FISCAL IMPACT:

Funding for this task order is included in the Approved 2024-2028 Capital Plan

ATTACHMENTS:

- 1) Task Order



Task Order Request #TO24-008 - 2024 Pre-Construction and Construction Management Fees

Origin	UTA Scope #24-008 - 2024 Pre-Construction and Construction Management Fees		
Status	Open	Assignees	Jacob Wouden
Created Date	Jan 15, 2024	Issued Date	Jan 15, 2024
		Location	24-008 2024 Pre-Construction and Construction Management Fees
Board Memo: Change Order	#TO24-008 2024 Pre-Construction and Construction Management Fees		

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7385.63000.1010
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	02/02/22

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order [Letter 04 - 2024 Construction Management Fees - Jan-June\[69\].pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	06/30/24	The Final Acceptance Date for this Task is	06/30/24
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3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$299,780	Independent Cost Estimate (ICE) link, if applicable	
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This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was	No	This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an	Yes
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determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.

Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? No

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of Exempt

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

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation
Project Manager \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal) By: Mike Ball
DocuSigned by: 70E33A415BA44F6...

PM Approval The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager) By: Jacob Wouden
DocuSigned by: A72766327DC540B
Name: Jacob Wouden

Title: Rail Infrastructure Project Manager.
Date: 1/30/2024

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director) By: Jared Scarbrough
DocuSigned by: 91ABD751A0B04BE
Name: Jared Scarbrough

Title: Dir. Capital Design & Construction
Date: 1/30/2024

Signature (Procurement) By: Vicki Woodward
DocuSigned by: 730638A7B5E7095...
Date: 1/22/2024

Signature (Chief Service Development Officer) By: _____
David Hancock, Chief Service Development Officer
Date: _____

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

COMPANY:

COMPANY: **Signature (Contractor)** By: Collin Christensen
DocuSigned by: ACA3AB62608B4E2
Date: 1/19/2024

Stacy and Witbeck

December 16, 2023

On Call Services

Mr. Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: Letter 04 – On-Call Transit Infrastructure Construction, Maintenance and Repair

Subject: 2024 Pre-Construction and Construction Management Fees

In accordance with section A of the Stacy and Witbeck, Inc. Price Proposal Form for the On-Call Transit Infrastructure Construction, Maintenance and Repair Project proposal, SWI is pleased to provide an anticipated budget for January through June of 2024 Pre-Construction and Construction Management Fees. The 2024 rates are as follows:

Infrastructure Project Manager – Collin Christensen \$131.00/Hr.
Budgeting for 40 hours a week for 6 months (26 weeks)

Infrastructure Superintendent – Courtney Beesley \$157.25/Hr.
Budgeting for 40 hours a week for 6 months (26 weeks)

2024 Combined budget total fee would be:

Infrastructure Project Manager – Collin Christensen -	\$136,240
<u>Infrastructure Superintendent – Courtney Beesley -</u>	<u>\$163,540</u>
Combined Budget Total	\$299,780

SWI will provide a monthly invoice with weekly timecards as backup, reflecting which task orders Collin and Courtney were working on each month. We appreciate the considerations provided for management compensation and look forward to continuing to deliver a high level of service to UTA in the upcoming years.

Please contact me with any questions or concerns.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough (Director of Capital Design and Construction)
Jacob Wouden (Program Manager),

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-125 - Sugar Interlocking Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 23-125 on the Stacy and Witbeck task ordering contract in the amount of \$375,764.00 to replace the Sugar Interlocking on the North/South 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. UTA's Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. A one-year option was exercised in 2023 in preparation for a new procurement in 2024.

UTA's aging rail infrastructure requires rehabilitations and replacements 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 requests approval of Task Order 23-125 with Stacy Witbeck, Inc. to complete the replacement of Sugar Interlocking in the amount of \$375,764.00. The scope of this request includes full replacement of the Interlocking and special trackwork on the North/South Line. The Interlocking materials were procured under a previous task order. The replacement will take place during one continuous shutdown with 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 and construction of the special trackwork.

The Task Orders have been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349VW-23-125
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	January 1, 2024 through December 31, 2024
Existing Contract Value:	\$35,049,033
Amendment Amount:	\$375,764
New/Total Contract Value:	\$35,424,797
Procurement Method:	RFP best value modification
Budget Authority:	2024-2028 Capital Plan

ALTERNATIVES:

Without replacing this track, UTA faces component fatigue, safety issues, and possible service interruptions.

FISCAL IMPACT:

Funding for this contract amendment is included in the 2024-2028 Approved Capital Plan.

ATTACHMENTS:

- 1) Task Order 23-125



Task Order Request #TO23-125 - TO23-125 Sugar Interlocking Construction

Status	Open	Assignees	Jacob Wouden
Created Date	Jan 18, 2024	Issued Date	Jan 19, 2024
		Location	23-125 Sugar interlocking
Board Memo: Change Order	#TO23-125 Sugar Interlocking		

TASK ORDER IDENTIFICATION

Contract No	20-3349	Account Code(s)	20-7385.63000.1010
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 contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[23-634 - Sugar Interlocking Construction - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
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3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of

\$375,764.00

Independent Cost Estimate (ICE) link, if applicable

[Sugar interlocking.xlsx](#)

This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the

No

This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the

Yes

original contract rates.

appropriate range for approval.

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of Race Neutral

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

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation Project Manager \$0 - 24,999 Legal Review \$25k or greater Dir. of Capital Projects \$25k - 74,999 Chief Service Dev. Ofcr. \$75k - 199,999 Executive Director \$200,000+ Procurement/Contracts (for all)

Signature (Legal) By: Mike Bell

PM Approval The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager) By: Jacob Wouden

Title: Rail Infrastructure Project Manager. Date: 1/30/2024

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director) By: Jared Scarbrough

Title: Dir. Capital Design & Construction Date: 1/30/2024

Signature (Procurement) By: Date:

Signature (Chief Service Development Officer) By: David Hancock, Chief Service Development Officer Date:

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

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor) By: Collin Christensen Date: 1/26/2024

Stacy and Witbeck

December 16, 2023

On Call Services

Mr. Jacob 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: 23-634 - Sugar Interlocking Construction

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the existing turnouts and crossover at Sugar Interlocking. Please see detailed bid items below for more detail.

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
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties in the crossovers 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.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$26,516.00 – 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.

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

Stacy and Witbeck

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$5,244.00 – Cost of Safety Supplies, safety manager to visit the site regularly, and incidental drug testing.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$10,664.00 – This bid item includes cost for SWI QC manager time and weld testing performed by Quality Testing & Inspection.

Bid Item 5000 – Traffic & Pedestrian Control – 1 LS – Total \$2,320.00 – This bid item includes the cost to provide traffic control and/or flaggers at the roadway entrances into the jobsite for materials and equipment to enter and leave the project.

Bid Item 5500 – Key Personnel Travel & Subsistence – 1 LS – Total \$19,271.00 – This bid item includes cost to provide travel arrangements and living subsistence for 4 key track personnel for the duration of the work. Includes time before the actual shutdown dates to prepare for the project and time to take UTA RWP training.

Bid Item 6000 – Remove and Replace Sugar Interlocking #10 Turnouts – 1 LS – Total \$273,261.00 – This item includes the cost to remove 2 EA #10 right hand turnouts and the single crossover at sugar interlocking. Pricing includes the cost to pre-build before the shutdown as much of the track work as possible at the Pallas Yard area, then will be brought to the jobsite via high rail during the shutdown. Installation pricing is based on assumption that there will be a full shutdown of the north and south bound trains for the duration of the project.

Bid Item 10000 – Mobilization – 1 LS – Total \$12,272.00 – 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 \$66,146.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$375,764.00**

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)

11/27/2023 14:06
 23-634 Sugar Interlocking Construction
 *** Collin Christensen, CC

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	26,516.00	26,516.00
2000	Safety Program & Administration	1.000	LS	5,244.00	5,244.00
3000	QC Program & Testing	1.000	LS	10,664.00	10,664.00
5000	Traffic & Pedestrian Control	1.000	LS	2,320.00	2,320.00
5500	Key Personnel & Travel Subsistence	1.000	LS	19,271.00	19,271.00
6000	Remove and Replace Sugar Interlocking Turnouts	1.000	LS	273,261.00	273,261.00
10000	Mobilization	1.000	LS	12,272.00	12,272.00
Subtotal					\$349,548.00
100000	Fee (7.5%)	1.000	LS	26,216.00	26,216.00
Bid Total =====>					\$375,764.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Camille Glenn, Regional General Manager-Mt. Ogden

TITLE:

Service Agreement: Trolley Bus Service Agreement (Farmington City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize Executive Director to ratify the Trolley Bus Service Agreement with Farmington City Corporation in the amount of \$94,980.

BACKGROUND:
Since 2019, the City of Farmington (City) and Utah Transit Authority (UTA) have partnered through a bus service agreement to provide Trolley service between Station Park and Lagoon in Farmington. The City funded twenty-five (25) percent of the operating cost of the service for the "Lagoon/Station Park Shuttle" (Route 667), and UTA did not charge the customers a fare.

Although the contract was effective in January, we are now bringing this to the board for approval and ratification of past performance of this contract. Both UTA and the City desire to continue to offer this shuttle service at no fare to the customer in 2024.

DISCUSSION:
At the recommendation of Staff and in the spirit of partnership, UTA will enter a one-year Bus Service Agreement with Farmington City Corporation. This action will allow UTA to continue to serve the riders of the Route 667 at no fare. The value of this agreement is \$94,980 and is intended to offset revenue not collected in fares.

CONTRACT SUMMARY:

Contractor Name: Farmington City Corporation
Contract Number: 24-F0379
Base Contract Effective Dates: January 1, 2024 - December 31, 2024
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Amount Contract Value: \$94,980 (revenue)
Procurement Method: Non-procurement fare agreement
Funding Sources: Farmington City

ALTERNATIVES:

Do not authorize the contract with the city and forego revenue of \$94,980. This would require the customer to pay fare on route 667.

FISCAL IMPACT:

This represents an additional \$14,813 in revenue as compared to 2023.

ATTACHMENTS:

Contract

FARMINGTON CITY TROLLEY SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2024, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and Farmington City Corporation, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

Whereas UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

Whereas the City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

- 1) **Term.** The term of this Agreement shall have an effective start date of January 1, 2024, and run through December 31, 2024.
- 2) **Trolley Service.**
 - a) UTA agrees to provide trolley service (the "Service") on the route as described on the rideuta.com public website. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes.
 - b) The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue.
 - c) The route shall be called "Lagoon/Station Park Shuttle". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and the City, with appropriate compliance with UTA's approved Customer Information Standards guide.
 - d) UTA will provide daily Service (Monday through Saturday) beginning January 1, 2024, and continuing through December 31, 2024. UTA will provide service as posted on the rideuta.com public website.
- 3) **Payment for Service.** UTA shall invoice the City for the Service in one instalment of \$94,980, ninety-four thousand, nine hundred and eighty, on November 1, 2024. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.
- 4) **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only

by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

- 5) Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.
- 6) Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.
- 7) Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.
- 8) Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.
- 9) Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.
- 10) Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

Administrator		Utah Transit Authority
Attn:		Camille Glenn
Address		669 West 200 South
Address 2		Salt Lake City, Utah 84101
City, State, Zip		CGlenn@rideuta.com
Email		(801)626-1200
Phone		

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

Signature Block Found on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

CITY

By: _____ Date: _____

By:  Date: 2-6-24

Name: _____

Name: Brett Anderson

Title: _____

Title: Mayor

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form:

By:  Date: 2/8/2024
DocuSigned by: 70E33A415BA44F6...

Name: 2/8/2024

Title: _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Daniel Hofer, Director of Capital Programming and Support
Greg Andrews, Senior Financial Analyst

TITLE:

TBA2024-02-01 - Technical Budget Adjustment - 2023 Capital Budget Carryover

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve Technical Budget Adjustment TBA2024-02-01 to carryforward 2023 Capital Budget funds to the 2024 Capital Budget to complete the projects as presented.

BACKGROUND:

In accordance with Board of Trustee Policy Number 2.1 Financial Management, and 2.3 Budget, 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 2024 Capital Budget with additional funds to complete projects this year. These funds would be authorized under the Capital Carryforward appropriation authority as outlined in Board of Trustee Policy 2.3 Budget.

DISCUSSION:

Technical Budget Adjustment

This proposed carryforward of \$14.159M will transfer funds to twelve projects to aid in their delivery.

Carryforward funds are typically requested to aid in the completion of a project that wasn't completed in the previous fiscal year. Reasons for these funding requests could be:

- Funding in the new year is insufficient to cover project needs.
-

- To provide funds for a project’s close out.
- To ensure sufficient funding is present for project procurements to proceed.

The table below highlights the projects requesting carryforward funds:

Row Labels	Sum of 2024 Budget	Sum of 2023 Carryover Amount	Sum of Total
Capital Services	7,382,000	11,371,000	18,753,000
MSP156- Prop 1 Davis County	-	923,000	923,000
MSP205- Tiger	-	4,024,000	4,024,000
MSP240- Operator Systems throughout System	332,000	1,853,000	2,185,000
MSP248- Planning and Env	300,000	500,000	800,000
MSP262- SLCentral HQ Office	-	1,060,000	1,060,000
SGR407- Bus Stop Enhancements	750,000	2,299,000	3,049,000
REV205-Non- Revenue Vehicle Replacements	6,000,000	712,000	6,712,000
Enterprise Strategy	500,000	900,000	1,400,000
ICI001- Passenger Information Signs	500,000	900,000	1,400,000
Planning & Engagement	500,000	1,888,000	2,388,000
MSP198- Wayfinding	150,000	1,188,000	1,338,000
MSP268- Optical Detection Next Steps	-	300,000	300,000
MSP294- Planning Studies Managed Reserves	350,000	300,000	650,000
MSP285- Bus Speed and Reliability Program	-	100,000	100,000
Grand Total	8,382,000	14,159,000	22,541,000

ALTERNATIVES:

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

FISCAL IMPACT:

These requests can be addressed using funds that went unspent from the previous 2023 Capital budget. This will add \$14.159M to the 2024 Capital Budget with \$1.132M being in grant funds, \$38,000 in Local Partner Funds, and \$12.989M in UTA funds.

ATTACHMENTS:

2023 Capital Carryforward Financial Summary (Exhibit B-1)

UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
February 14, 2024
Exhibit B-1

<u>Funding Sources</u>	Final 2024		Budget	Adjusted 2024
	Budget	Carry Forward	Adjustments	Budget
1 UTA Current Year Funding	\$ 116,579,000	\$ 12,989,000		\$ 129,568,000
2 Grants	58,020,000	1,132,000		59,152,000
3 Local Partner Contributions	8,823,000	38,000		8,861,000
4 State Contribution	13,447,000			13,447,000
5 Leasing	27,234,000			27,234,000
6 Bonding	6,330,000			6,330,000
7 Total Funding Sources	230,433,000	14,159,000	-	244,592,000
<u>Expense</u>				
7 State of Good Repair	115,176,000	2,299,000		117,475,000
8 Mid Valley Connector	10,000,000			10,000,000
9 VW Battery Buses	7,391,000			7,391,000
10 Ogden/Weber State University BRT	5,600,000			5,600,000
11 Future Rail Car Purchase Payment	5,000,000			5,000,000
12 Capital Contingency	5,000,000			5,000,000
13 Other Capital Projects	82,266,000	11,860,000		94,126,000
14 Total Expense	\$ 230,433,000	\$ 14,159,000	\$ -	\$ 244,592,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/28/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Community Engagement Officer
Viola Miller, Chief Financial Officer
PRESENTER(S): Russ Fox, Planning Director
Megan Waters, Community Engagement Director
Monica Howe, Fares Director

TITLE:

August 2024 Change Day - Initial Discussion

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion.

BACKGROUND:

UTA implements Change Day in August to align service and changes to the system. UTA's Title VI Policy requires an analysis and public engagement process in compliance with FTA's Title VI Circular when "major changes" are proposed, including:

- Addition of service
- Proposed service level reduction in miles, hours, or trips of thirty-three percent (33%) or more of any route;
- The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
- A proposed twenty-five (25%) or greater change in route alignment;
- A proposed fare change.

In preparation for August 2024 Change Day, UTA is proposing several changes, including service adjustments and fare changes. This discussion will be an initial review of the August 2024 Change Day proposals publicly and kick off the 30-day comment period.

DISCUSSION:

In response to feedback from local service providers, UTA suspended service on route 606 due to changing travel and facility needs. Because this service is no longer needed, UTA proposes to permanently discontinue route 606.

UTA is not proposing other major service changes for August due to staffing constraints. However, because three routes had previously been reduced and have not been restored, UTA will engage in a Title VI analysis on the routes 39, 201, and 218. The routes will remain at current service levels and will be prioritized for increased service as resources allow through the Five-Year Service Plan update later this year. Five-Year Service Plan reprioritization will occur to ensure planned changes for 2024 are adjusted accordingly and the strategic staffing plan is aligned.

UTA will be incorporating proposed fare changes as part of the August 2024 Change Day process to ensure a more streamlined customer experience.

UTA proposes the following changes to fares:

- Implement new fare capping program on FAREPAY
- Set a new Reduced Fare rate for fare capping on the reduced fare FAREPAY card
- Set a new Premium rate for fare capping on the FAREPAY card
- Eliminate FAREPAY discount (20%)
- Expand income eligibility for the Reduced Fare Program
- Implement fare collection on UVX

A public engagement process will be conducted to collect comments from the public on these proposed changes from February 28 - March 29. The process will include online information & comment opportunities, phone and email accessible commenting, a virtual public meeting, as well as a communication plan to highlight proposed changes and encourage public participation. Additional engagement approaches will be used to ensure key audiences are aware of the public engagement process and can participate.

ALTERNATIVES:

No alternatives are proposed

FISCAL IMPACT:

Proposed Service changes: No fiscal impact from routes that are not changing; slight decrease in hours due to discontinuation of route 606.

Proposed Fares changes:

- UVX: Foregone revenue is estimated to be about \$67,500 per month from UVX.
 - Fare Capping: The fiscal impact is currently being evaluated. Preliminary data shows no fiscal impact.
 - Reduce Fare Eligibility: Additional \$3,000 to \$5,000 per month in fare revenue.
-

ATTACHMENTS:

- Public Notice (English)
 - Public Notice (Spanish)
-

Public Notice

Public Comment & Meeting August 2024 Change Day

The Utah Transit Authority (UTA) is proposing changes to the transit system, including service and fares, beginning in August 2024. For a complete list of proposed changes please visit rideuta.com/ChangeDay. A 30-day public comment period will occur February 28 through March 29; one virtual public meeting will be held to share information on March 13.

Public Comments:

Relevant information about the proposed changes is available on the UTA Website at rideuta.com/ChangeDay. The proposed service changes will be available for public review and comment from **February 28 through March 29, 2024**. Comments must be received, postmarked, or electronically submitted to UTA through one of the following methods by **5 p.m. on March 29, 2024**, to be considered as part of the public comment record:

- **Email:** hearingofficer@rideuta.com
- **Website:** rideuta.com/ChangeDay

If alternative methods for submission are needed, please use:

- **Phone:** 801-287-3888
- **Mail:** Utah Transit Authority, C/O Jolisha Branch, 669 W. 200 S., Salt Lake City, UT 84101

Public Meeting Date & Format:

There will be a virtual public meeting held on **Wednesday, March 13 at 6 p.m.** The public meeting will provide an overview of proposed changes, take questions, and accept public comment from participants.

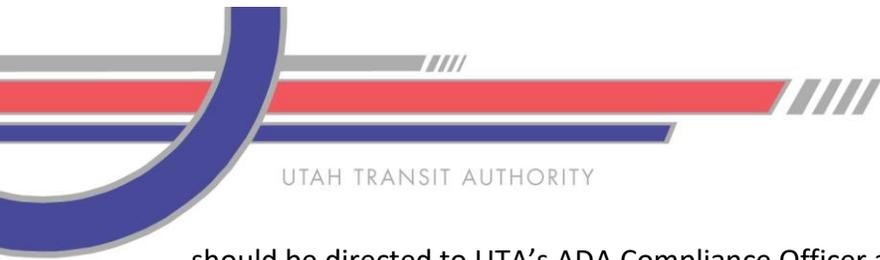
Participate: If you would like to join the event live at any time throughout, please register to join via Zoom any time prior to the meeting's conclusion:

https://rideuta.zoom.us/webinar/register/WN_H3IRdnn-RMKfkqgqmTPmlQ

Listen Only: If you wish to view and listen (only) to the formal meeting, you can do so live at UTA's Facebook page: <https://www.facebook.com/RideUTA/>

Registered participants will be given an opportunity to speak and provide comments in a specified order. To ensure all participants have an opportunity to speak, comments are limited to three minutes per person. All who wish to view the meeting following the event may do so at rideuta.com/ChangeDay.

To assure full participation at the meeting and during the public comment period, accommodations for effective communication such as a sign language interpreter, printed materials in alternative formats, or a language interpreter for non-English speaking participants must be requested at least five (5) working days prior to the date of the scheduled event by contacting the UTA Hearing Officer at **801-287-2444**. Requests for **ADA accommodations**



should be directed to UTA’s ADA Compliance Officer at adacompliance@rideuta.com or **801-262-5626**. Deaf or hearing-impaired persons should **dial 711** to make a relay call.

Visit rideuta.com/ChangeDay to learn more about the proposed changes and provide your comments.



Aviso Público

Reunión y comentarios públicos, Día del cambio en agosto de 2024

Utah Transit Authority (UTA) propone cambios en el sistema de transporte (incluso de servicio y tarifas) a partir de agosto de 2024. Para consultar la lista completa de cambios propuestos, visite rideuta.com/ChangeDay. Entre el 28 de febrero y el 29 de marzo habrá un período de 30 días para comentarios públicos; el 13 de marzo se celebrará una reunión pública virtual para compartir información.

Comentarios públicos:

La información pertinente sobre los cambios propuestos está disponible en el sitio web de UTA en rideuta.com/ChangeDay. Los cambios de servicio propuestos estarán disponibles para revisión y comentarios públicos desde el **28 de febrero hasta el 29 de marzo de 2024**. Los comentarios deben ser recibidos, tener sello postal o enviados electrónicamente a UTA a través de uno de los siguientes métodos antes de **las 5:00 p. m. del 29 de marzo de 2024**, para ser considerados como parte del registro de comentarios públicos:

- **Correo electrónico:** hearingofficer@rideuta.com
- **Sitio web:** rideuta.com/ChangeDay

Si necesita métodos alternativos de presentar sus comentarios, utilice:

- **Teléfono:** 801-287-3888
- **Correo:** Utah Transit Authority, C/O Jolisha Branch, 669 W. 200 S., Salt Lake City, UT 84101

Fecha y formato de la reunión pública:

El **miércoles 13 de marzo a las 6:00 p. m.** se celebrará una reunión pública virtual, donde se ofrecerá una visión general de los cambios propuestos, se responderán preguntas y se aceptarán comentarios de los participantes.

Participe: Si desea participar del evento en vivo, regístrese a través de Zoom en cualquier momento antes de que finalice la reunión:

https://rideuta.zoom.us/webinar/register/WN_H3lRdnn-RMKfkqgqmTPmlQ

Solo escucha: Si desea ver y escuchar (únicamente) la reunión formal, puede hacerlo en vivo en la página de Facebook de UTA: <https://www.facebook.com/RideUTA/>

Los participantes registrados tendrán la oportunidad de intervenir y hacer comentarios en un orden específico. Para garantizar que todos los participantes tengan la oportunidad de hablar, los comentarios se limitarán a tres minutos por persona. Quienes deseen ver la reunión después del evento pueden hacerlo en rideuta.com/ChangeDay.

Para garantizar la plena participación en la reunión y durante el período de comentarios públicos, cualquier adaptación para lograr una comunicación eficaz, como un intérprete de lengua de señas, materiales impresos en formatos alternativos o un intérprete de idiomas para



los participantes que no hablen inglés, debe realizarse al menos cinco (5) días hábiles previos a la fecha del evento programado, contactando al Oficial de audiencias de UTA al **801-287-2444**. Las solicitudes de **adaptaciones de la ADA** deben dirigirse al responsable de cumplimiento de la ADA de UTA, enviando un correo electrónico a adacompliance@rideuta.com o llamando al **801-262-5626**. Las personas sordas o con problemas de audición deben **marcar 711** para hacer una llamada de retransmisión.

Visite rideuta.com/ChangeDay para obtener más información sobre los cambios propuestos y enviar sus comentarios.

