Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 26, 2022 9:00 AM FrontLines Headquarters

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:
This will be an all-remote meeting with no anchor location. 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**	Mary DeLoretto
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of January 12, 2022 Board Meeting Minutes	
6.	**Reports**	
	a. Government Relations and Legislative Update	Shule Bishop
	b. Agency Report - Ridership Report	Jay Fox
7.	**Resolutions**	
	a. R2022-01-05 - Resolution Establishing Parameters in which the Executive Director can Declare "Free Fare February" in Commemoration of the Twentieth Anniversary of the 2002 Winter Olympic Games	Bill Greene
8.	**Contracts, Disbursements and Grants**	
	a. Contract: Requisition-to-Purchase Order Automation Software (Fairmarkit, Inc.)	Todd Mills
	b. Contract: FrontRunner Forward Shepard Lane Design Betterment (UDOT)	Todd Provost Janelle Robertson

c.	Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (HDR Engineering, Inc.)	Todd Provost Janelle Robertson
d.	Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (Parametrix Consult, Inc.)	Todd Provost Janelle Robertson
9.	**Discussion Items**	
a.	Constituent and Customer Service 2021 Annual Report	Nichol Bourdeaux Cindy Medford
10.	**Other Business**	Chair Carlton Christensen
a.	Next Meeting: Wednesday, February 9, at 9:00 a.m.	
11.	**Closed Session**	Chair Carlton Christensen
a.	Strategy Session to Discuss the Sale, Purchase, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares	
b.	Strategy Session to Discuss Collective Bargaining	
12.	**Open Session**	Chair Carlton Christensen
13.	**Adjourn**	Chair Carlton Christensen

Meeting Information:

- In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), and as determined by the Board Chair, the UTA Board of Trustees meeting will take place electronically.
- Meeting proceedings may be viewed remotely through the Webex meeting platform (see below) or by watching the live-stream found through the links on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote live-stream, the meeting will proceed over Webex and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by joining through Webex. See instructions below.
    - Use this Webex link and follow the instructions to register for the meeting (you will need to provide your name and email address). https://rideuta.webex.com/rideuta/j.php?RGID=r60116de892cf164749d281b07a323079
    - Sign on to the Webex meeting portal through the "join event" link provided in your email following approval of your registration.
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Webex to indicate you would like to make a comment.
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.

- Comments submitted before 2:00 p.m. on Tuesday, January 25th will be distributed to board members prior to the meeting.

- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

- UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:
Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION

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

> Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10th day of January 2022.

Beth Holbrook, Acting Chair of the Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

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

TITLE:

Approval of January 12, 2022 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the January 12, 2022 Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held remotely via Webex and broadcast live via the link on the UTA Board Meetings page on Wednesday January 12, 2022 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/727089.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2022-01-12_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 12, 2022 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:07 a.m., following a slight delay due to technical issues. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

2. Pledge of Allegiance

Since an electronic format is not conducive to a group recitation of the Pledge of Allegiance, this agenda item was deferred to a future meeting.

3. Safety First Minute

Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

4. Public Comment

No live public comment was given. Online comments received were distributed to the board for review prior to the meeting and are included as Appendix B to these minutes.

5. Consent

a. Approval of December 15, 2021 Board Meeting Minutes

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

6. Oath of Office

a. Oath of Office: Executive Director and Officer of the Board - Jay Fox

The oath of office was administered to Jay Fox.

7. Reports

a. Agency Report

Jay Fox, UTA Executive Director, expressed appreciation for the welcome he has received at UTA and in Utah. He thanked Mary DeLoretto for her service as UTA Interim Executive Director, and the executive team for their assistance in the transition to his new role.

Vaccination Clinic at Salt Lake Intermodal Hub
Mr. Fox noted the pop-up vaccination clinic at the Salt Lake Intermodal Hub will now be in place through February 28, 2022.

Commendations
Mr. Fox Shared two commendations received from the public expressing appreciation and support for public transportation and UTA.

b. Financial Report - November 2021

Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, and Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and provided some project highlights.

Discussion ensued. A question on state of good repair was posed by the board and answered by staff.

8. Resolutions

a. R2022-01-01 - Resolution Giving Special Tribute, Due Honor, and Recognition to Interim Executive Director Mary DeLoretto

On behalf of the UTA Board of Trustees, Chair Christensen recognized the service of Mary DeLoretto as UTA Interim Executive Director. Trustee Holbrook read the resolution for the record.

Discussion ensued during which Trustees Holbrook and Acerson also expressed their appreciation for Ms. DeLoretto's efforts.

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

Following the vote, Chair Christensen yielded the floor to Ms. DeLoretto for a few brief

remarks.

b. R2022-01-02 - Resolution Authorizing Execution of Supplement No. 3 to an Interlocal Cooperation Agreement with West Valley City for the West Valley Bike Lane Project as Part of the TIGER First/Last Mile Program.

David Hancock, UTA Director of Capital Construction, was joined by Grey Turner, UTA Manager of Civil Engineering & Design. Mr. Turner summarized the resolution, which authorizes execution of a third supplement to the interlocal cooperation agreement with West Valley City for the West Valley Bike Lane Project. The supplement adds $154,369.17 from West Valley City to the project budget. The total project budget, including the supplement, is $3,807,701.82.

Discussion ensued. Questions on project materials and parking strip requirements were posed by the board and answered by staff.

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

c. R2022-01-03 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for Fiscal Years 2021 and 2022

Kim Shanklin, UTA Chief People Officer, was joined by Ann Green-Barton, UTA Manager of Total Rewards. Ms. Shanklin described the resolution, which authorizes the Chief People Officer to sign non-procurement agreements with benefit providers for programs or services that meet certain criteria for benefit years beginning May 1, 2021 and ending April 30, 2023. The benefits are generally 100% paid by the employee and require minimal expenditure of public funds. Ms. Green-Barton outlined the benefits currently offered to employees.

Discussion ensued. Chair Christensen recommended an expanded education campaign to help employees understand the value of the benefits offered.

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

d. R2022-01-04 - Resolution Authorizing the Petitioning of the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project - Parcels 147, 147:2, 147:E, 147:E2, 147:CE and 147:CE2

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Spencer Burgoyne, UTA Manager of Property Administration; Andrea Pullos, UTA Project Manager III; and Tim Merrill, Assistant Attorney General. Mr. Drake summarized the resolution, which authorizes petitioning the Utah Department of Transportation (UDOT) to initiate eminent domain proceedings on Parcels 147, 147:2, 147:E, 147:E2, 147:CE, and 147CE2 located at 3257 South Harrison Boulevard in Ogden. The property

is needed for construction of the Ogden-Weber State Bus Rapid Transit Project and has an appraised value of $34,800.

Discussion ensued. A question on the current property use was posed by the board and answered by Mr. Drake.

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

9. Contracts, Disbursements and Grants

a. Contract: Roof Replacements - Timpanogos Buildings 3 and 4, Midvale Rail Service Center, and Partial Warm Springs Facility (All Weather Waterproofing, Inc.)

Cherryl Beveridge, UTA Acting Chief Operating Officer, was joined by Kevin Anderson, UTA Director of Maintenance Support. Mr. Anderson requested the board approve a contract in the amount of $557,475 with All Weather Waterproofing, Inc. for roof replacements at Timpanogos Buildings 3 and 4, Midvale Rail Service Center, and part of the Warm Springs facility. Ms. Beveridge noted the intent of the request is to authorize the executive director (rather than the interim executive director) to execute the contract.

Discussion ensued. Questions on the competition in the bidding process, experience with the selected company, references, life expectancy, and anticipated completion dates were posed by the board and answered by staff.

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

b. Contract: FrontRunner Forward Environmental Services Pool (Parametrix, Inc.)

Todd Provost, UTA Director of Capital Development, was joined by Janelle Robertson, UTA Project Manager II. Ms. Robertson indicated the agency would like to establish a pool of vendors to perform environmental and preliminary design work on the FrontRunner Forward projects. A request for qualifications (RFQu) was issued and two consultants were selected: Parametrix, Inc. and HDR Engineering, Inc. (see agenda item 9.c.). Ms. Robertson requested the board authorize execution of five-year master task ordering agreements (MTOA) with each of these two entities. The budget for each MTOA is $2,500,000.

Discussion ensued. A question on the environmental work timelines was posed by the board and answered by Ms. Robertson.

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

c. Contract: FrontRunner Forward Environmental Services Pool (HDR Engineering, Inc.)

(See minutes for agenda Item 9.b.)

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

d. Contract: Professional Design Services for Electric Bus Charging Infrastructure (Spectrum Engineers)

Mr. Provost was joined by Hal Johnson, UTA Manager - Project Research & Development. Mr. Johnson asked the board to approve a contract with Spectrum Engineers for design services related to UTA's electric bus charging infrastructure. The contract term is from January 15, 2022 through October 31, 2023 with an additional option year from November 1, 2023 through October 31, 2024. The total not-to-exceed contract value, including the option, is $546,280.

Discussion ensued. Questions on the procurement selection process and designer for the Salt Lake Central Station charging infrastructure were posed by the board and answered by Mr. Johnson.

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

e. Contract: Real Estate Purchase - Parcel 1072 on 750 North, Willard, Utah (Terry M. Deru)

Mr. Drake requested the board approve a contract with Terry M. Deru for a transaction related to Parcel 1072 on 750 North in Willard. The parcel consists of 3.77 acres of land needed for a future transit corridor between Ogden and Brigham City. The transaction involves a land exchange of 139,427 square feet (from Mr. Deru to UTA) for 83,811 square feet and $210,800 in cash (from UTA to Mr. Deru).

Discussion ensued. A question on development plans for Mr. Deru's property was posed by the board and answered by Mr. Drake.

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

f. Grant Agreement: COVID-19 Local Assistance Matching Grant Program for the 300 North Salt Lake City Pedestrian Bridge (State of Utah Governor's Office of Planning and Budget)

Mr. Provost was joined by Patti Garver, UTA Manager - Environmental & Grant Services, and Mr. Turner. Ms. Garver asked the board to approve a grant agreement in the amount of $1,500,000 with the State of Utah Governor's Office of Planning and Budget to fund a portion of the construction of a pedestrian bridge at 300 North in Salt Lake City. Other matching funds for the project include:

- Transportation Investment Generating Economic Recovery (TIGER) grant: $1,634,797

- Salt Lake City: $1,069,250
- Wasatch Front Regional Council Surface Transportation Program (STP): $2,900,000
- Utah Department of Transportation Federal Section 130: $500,000
- Union Pacific Railroad: $500,000
- Additional local match to be covered by Salt Lake City and UTA: $411,609

Discussion ensued. Questions on the current project status, contingency planning, and party responsible for the pedestrian bridge elevator maintenance were posed by the board and answered by staff.

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

g. Pre-Procurements

- **Fuel Price Risk Management**
- **Customer Relations Management Software**

Todd Mills was joined by Mr. Greene; Nichol Bourdeaux, UTA Chief Planning & Engagement Officer; Kathryn Nokes, UTA Customer Service Supervisor; and Samuel Horne, UTA Technical Business Analyst. Mr. Mills indicated the agency intends to procure goods and services as detailed on the meeting agenda.

Mr. Greene explained the need to utilize available financial tools to manage risks associated with fuel prices. He requested support for issuing a request for proposal (RFP) for a fuel price risk management strategy, including diesel fuel hedging, swaps, and futures, to ensure certainty in the fuel budget.

Discussion ensued. Questions on circumstances that make a fuel price risk management procurement desirable, costs associated with using risk management tools, overall propulsion/energy management strategy, and evaluation of integrating other customer relationship management systems already in use at the agency were posed by the board and answered by staff.

10. Other Business

a. Next Meeting: Wednesday, January 26th, 2022 at 9:00 a.m.

11. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:43 a.m.

The meeting reconvened in closed session at 10:50 a.m.

12. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:28 a.m.

13. Adjourn

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

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at https://www.utah.gov/pmn/sitemap/notice/727089.html for entire content.

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

Approved Date:

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Carlton J. Christensen
Chair, Board of Trustees

Appendix A

Electronic Meeting Determination

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

> Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10th day of January 2022.

Beth Holbrook, Acting Chair of the Board of Trustees

Appendix B

Online Public Comment

From Chris Stout:
I represent the Utah Transit Riders Union. I am commenting on several issues:

UTA On Demand - A rider has contacted the Union concerning problems associated with this service since its debut on the west side of Salt Lake City. These are ongoing issues and have not been resolved even though the rider has contacted both UTA and VIA. These issues include:

- Scheduled pick-ups cancelled even though rider is located at the designated location.
- Scheduled pick-ups being rescheduled 20-40 minutes after confirmed, and then cancelled.
- Riders being charged for these cancellations.
- Multiple interactions with VIA staff with contradictory information as to location and time to schedule rides.
- Drivers unable to converse in English.
- Unprofessional staff with VIA

Additionally, there have been reports that these same issues have occurred with the South Valley Service Area. The Union would like to see this service successful, but with current problems, fail to see how this can be achieved.

Elimination of Service - Routes have been downgraded from 15-minute to 30-minute service without sufficient public input or discussion. This includes routes 41, 45, 47, 54, and 220. Fast bus service has been cancelled. This is unacceptable. While service disruptions were expected during the pandemic, it appears that these changes will be made permanent. 30-minute service does not provide a level service necessary to maintain a healthy transit system. This service needs to be restored as soon as possible.

Union Contact with UTA - With the departure of Laura Hanson, we no longer have a line of communication open with UTA. We would like to have a point of contact with someone who can address issues.

I can be contacted at 801-892-1065 during regular business hours or at chris.stout@utru.org.

From George Chapman:
Board of Trustees meeting 12 Jan comments

UTA should not be attempting eminent domain at 3257S Harrison. This potentially hurts small business and could also significantly decrease affordable housing if the Harrison Apartments has to close. UTA should not be picking and choosing which businesses and/or residences win or lose their property. The BRT does not need more than a lane and UTA and UDOT should be able to modify plans to allow BLIP that would be just as effective as a BRT and be much more cost effective and less destructive and unethical taking of private property.

UTA should not be spending money on bus stop improvements until it can ensure that the bus stops

are accessible to riders. Ice and snow buildup make it almost impossible for riders to safely reach a bus and impossible for buses to get to the curb. Again, if buses do not get to the curb (the reason for low floor buses), ramps are needed for mobility challenged riders, which is discouraging their ridership.

Again, UTA should stop covering windows with ads and discouraging ridership. The second biggest reason for comfortable bus ridership is clear windows.

Finally, UTA, SLC and the Local Link Study appears to be recommending an enhanced bus (their term without justification). A real enhanced bus is with green light priority and a bus lane at the light. It requires a 4 lane road to not back up traffic and increase pollution. Highland Drive is no longer 4 lanes and is not a good candidate for enhanced bus. A clean window electric bus would provide more ridership and bus pullouts should be available to not increase pollution from traffic blocked while the bus stops. A silent bus is much more encouraging for ridership. It is even quieter than TRAX.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government Relations Director

TITLE:

Government Relations and Legislative Update

AGENDA ITEM TYPE:
Report

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

BACKGROUND:
The Utah State Legislature is currently in session. 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.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

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

TITLE:

Agency Report
- **Ridership Report**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	William Greene, Chief Financial Officer Monica Morton, Fares Director

TITLE:

R2022-01-05 - Resolution Establishing Parameters in which the Executive Director can Declare "Free Fare February" in Commemoration of the Twentieth Anniversary of the 2002 Winter Olympic Games

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve and adopt resolution R2022-01-05

BACKGROUND:
Utah Transit Authority ("UTA") provides partners with various opportunities to subsidize rider fares including the Free Fare for Clean Air program. This program is part of an effort to improve air quality along the Wasatch Front by encouraging more people to consider using transit as an alternative to driving.

A request was made by Salt Lake City ("SLC") to subsidize rider fares for the month of February - Free Fare February. The main goals of this initiative are to:

- help people get out of their cars, reduce emissions, and improve air quality
- commemorate the 20th anniversary of the 2002 Olympic Winter Games
- gather valuable data on how free fares impact transit use

Both UTA and SLC have worked together to obtain community support to offset fare revenues for the month of February. This includes financial contributions, media support, and requests to UTA contract partners to continue providing their current level of subsidy during the month of February.

The target of $1.2 million in required funding has been raised through the support of the community. UTA requests that the Board of Trustees approve resolution R2022-01-05 and authorize free fare system wide on all

UTA services from February 1st, 2022 to February 28th, 2022.

DISCUSSION:

February's total estimated monthly passenger revenue is $2.2 million. This amount is comprised of revenue from partner contracts and public fares. Revenue from partner contracts comes from educational institutions, corporations, and other contracts in which entities subsidize fares for users. Public revenue is received from fareboxes on buses, the UTA reloadable FAREPAY card, Microtransit service, mobile ticketing application, paper pass sales through retail outlets, and ticket vending machines on FrontRunner and TRAX platforms.

Response to the initiative has been very positive. Multiple sponsors have agreed to provide financial support through contributions in the range of $1.2 to $1.5 million dollars. In addition, many partners, including the largest pass partners, have committed to continue to pay their current level of subsidy during February. If the majority of current fare contract partners continue their payments for the month of February, the full $2.2 million in lost passenger revenue will be covered. UTA's risk is therefore based upon the number of current fare contract partners who consent to continue payments for the month of February and is estimated by UTA staff to be a maximum of $500,000.

ALTERNATIVES:

Do not approve the resolution and continue to collect fares during February

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FISCAL IMPACT:

The fiscal impact of approving this resolution is a potential revenue loss of up to $500,000. The revenue loss will result if some partners are not willing to continue to subsidize passes during the month of February.

ATTACHMENTS:

1) Resolution

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ESTABLISHING PARAMATERS IN WHICH THE EXECUTIVE DIRECTOR CAN DECLARE "FREE FARE FEBRUARY" IN COMMEMORATION OF THE TWENTIETH ANNIVERSARY OF THE 2002 WINTER OLYMPIC GAMES

R2022-01-05 January 26, 2022

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

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix the fares charged to riders of the Authority's transit services; and

WHEREAS, the Act also requires the Board to review and approve all contracts pertaining to reduced fares; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Policy empowers the Board of the Authority to set base fares and approve discounts to fare, complimentary service or sponsored fare for transit services; and

WHEREAS, 2022 marks the twentieth anniversary of the 2002 Winter Olympic Games, which were hosted by Salt Lake City, Utah, and were a major civic milestone for the state of Utah and for the Authority; and

WHEREAS, the Board of the Authority desires to celebrate this anniversary and participate in air quality improvement by establishing "Free Fare February" in which the community can ride any transit service on the Authority's system for free; and

WHEREAS, the Board of the Authority desires to delegate to the Executive Director authority to declare "Free Fare February" should partners commit to subsidize the loss of fare revenue for the month of February.

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

1. That provided the Executive Director exerts all reasonable efforts to recoup as much lost revenue as possible, the Executive Director is empowered to declare "Free Fare February" for the entire month of February 2022 if the Authority is able to obtain commitments from partners that recover a majority of the lost fare revenue.

2. That the Executive Director and staff of the authority are required to bring any fare agreement which subsidizes Free Fare February to the Board for approval at a later meeting.

3. That the Board ratifies the actions of the Executive Director, staff, and counsel to give effect to this Resolution.

4. That the corporate seal be attached hereto.

Approved and adopted this 26th day of January 2022.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
CA25CE8F60E344B...
_____
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Contract: Requisition-to-Purchase Order Automation Software (Fairmarkit, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute a contract and associated disbursements with Fairmarkit, Inc. for requisition to purchase order automation software in the amount of $650,000 over 5 years.

BACKGROUND:
As UTA's fleet of Bus, Light Rail, and Commuter Rail vehicles age the volume of parts needed for repairs increases. In addition, there are significant challenges in parts sourcing across the transit industry. Long lead-times, high prices and limited competition represent a few of these challenges.

DISCUSSION:
By utilizing a requisition-to-PO software we will be able to reduce the clerical functions of the inventory buyers which will allow them to allocate more time to value-add activities, such as sourcing obsolete parts, finding new suppliers, and holding existing suppliers accountable for quality and on-time delivery. As part of Supply Chain's continuous improvement initiative, this software will assist UTA in meeting the growing parts demand of an aging fleet with our current buyer staffing level, while developing a broader base of suppliers.

UTA utilizes an ERP system for its' vehicle repair-parts inventory which calculates reorder points and automatically releases a requisition when inventory levels fall below the reorder point. The goal of this initiative is to select a firm to provide and implement a software system that will process daily requisitions into request for quotes (RFQ), send the RFQs to multiple suppliers (from previous purchases and/or from the firm's database of suppliers), manage and compile the quotes from multiple bidders, provide a summary of quotes

received, and process the quote into a purchase order once the buyer has made the purchase decision. UTA's desire with this system is to reduce the current workload for routine purchases so buyers can allocate more time to the value-add activities noted above.

In October 2021 UTA conducted a competitive procurement where multiple proposals were received and evaluated for best-value to UTA. Fairmarkit, Inc. was selected as the best-value supplier for this service. There is an implementation fee of $25,000, and an annual service fee of $125,000, for a total of $150,000 the first year. Additional years are a fixed fee of $125,000, for a total contract value of $650,000. The base term of the contract is 3 years, with two 1-year options for extension.

CONTRACT SUMMARY:

Contractor Name:	Fairmarkit, Inc.
Contract Number:	21-03500
Base Contract Effective Dates:	2/1/2022- 1/31/2025
Extended Contract Dates:	2/1/2025 - 1/31/2027
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$650,000
Procurement Method:	Request For Proposal
Funding Sources:	Local operating funds

ALTERNATIVES:

Add additional staff as needed to meet the growing volume of parts for UTA's fleet.

FISCAL IMPACT:

This will be funded through the Supply Chain Department operating budget.

ATTACHMENTS:

Contract

Software Agreement

UTA CONTRACT NO. 21-03500

Automated Requisition-to-Purchase Order Quote Processing Program

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and FAIRMARKIT, INC., a Delaware corporation(the "Contractor").

RECITALS

WHEREAS, on October 18, 2021 UTA received competitive proposals to provide Automated Requisition-to-Purchase Order Quote Processing Program and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Software and Services") according to the terms, conditions and specifications prepared by UTA in 21-03500 (the "RFP"); and

WHEREAS, UTA desires to award a contract for Automated Requisition-to-Purchase Order Quote Processing Program to Contractor based on an approved sole source justification; and

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

WHEREAS, Fairmarkit submitted a proposal on October 18, 2021 in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

A. Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).
B. Contractor hereby grants to UTA and its Users a worldwide, non-exclusive, royalty-free, paid up license for the Term to access and use the Software via a URL designated by Contractor, in

accordance with the terms and conditions of this Agreement and an applicable Service Order. Contractor further grants to UTA and its users a worldwide, non-exclusive, royalty-free, paid up license for the Subscription Term to access, download, copy, and use the Documentation in connection with the Software and in accordance with the terms and conditions of this Agreement and an applicable order

C. As between UTA and Contractor, the Software is owned by Contractor and shall remain, the sole and exclusive property of Contractor, including but not limited to all applicable rights in source code, object code, trademarks, service marks, trade secrets, patents, copyrights, and other proprietary or intellectual property rights relating thereto ("IP Rights"). All modifications, enhancements, updates, and translations of the Software under this Agreement shall be deemed a part thereof and shall remain the sole and exclusive property of Contractor. All rights and interests not expressly granted to UTA in this Agreement are reserved to Contractor, and UTA shall have no right, title, or interest in such proprietary rights.

D. UTA agrees to:
   a. Access and use the Software only in the manner, and for the purposes, expressly specified in this Contract, the applicable order, and the documentation.
   b. Not decompile, disassemble, analyze or otherwise examine the Software for the purpose of reverse engineering.
   c. Not delete or in any manner alter any notices, disclaimers or other legends contained in the Software or appearing on any screens, documents, reports or other materials obtained by Customer or Users through use of the Software.
   d. Take commercially reasonable measures to prevent unauthorized access to, or use of, the Software and notify Contractor of any such unauthorized use of which Customer is aware;
   e. Comply with all applicable local, state, federal, and foreign laws in using the Software;
   f. Not attempt to access any systems, programs or data of Contractor that are not licensed under this Agreement, or otherwise made available by Contractor for public use; and
   g. Not copy, reproduce, republish, upload, post, transmit, or distribute the Software or facilitate or permit a third party to do so, except as expressly provided herein.
   h. Customer is responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services not owned or operated by or on behalf of Contractor, that allow Users to access and use the Software.

E. Restrictions and Responsibilities
   a. UTA will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Contractor or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
   b. UTA represents, covenants, and warrants that UTA will use the Services and Software only for UTA's business purposes and in compliance with applicable law.
   c. UTA shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). UTA shall also be responsible for maintaining the security of the equipment, UTA account, passwords (including but not limited to administrative and user passwords) and files, and for all

uses of UTA account, except in the event of unauthorized use or the Equipment with or without UTA's knowledge or consent.

F. **Subscription Term** means the subscription period(s) during which UTA's users are authorized to access and use the Software and receive technical support therefore, as specified in the applicable order.

2. DATA RIGHTS

a. Customer shall own all right, title and interest in and to the Customer Purchasing Data, including any data and communication associated with the Customer's bids, purchases, users, & vendors, as well as any data that is based on or derived from the Customer Purchasing Data and provided to Customer as part of the Software services.

b. Company shall own and retain all right, title and interest in and to:
   i. the Software, all improvements, enhancements, or modifications thereto
   ii. any software, applications, inventions, or other technology developed in connection with Professional Services or Technical Support, and
   iii. all intellectual property rights related to any of the foregoing

c. Notwithstanding anything to the contrary, Fairmarkit shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and related systems and technologies (including, without limitation, information concerning Customer Purchasing Data and data derived therefrom), and Fairmarkit may during the Subscription Term:
   i. use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Software and other Fairmarkit offerings, and
   ii. disclose such data solely in aggregate or other de-identified form in connection with its business.

d. No rights or licenses are granted except as expressly set forth herein.

3. PROFESSIONAL SERVICES

a. Services for training on and implementation of the Software may be obtained by executing a Statement of Work ("SOW") which describes any such Services. All other Services under this Agreement are obtained only by a written SOW. Each SOW will constitute a separate order for Services hereunder, must be signed by both parties' authorized representatives, and will thereafter be attached to and governed by this Agreement.

b. Fairmarkit agrees to provide the Services in accordance with this Agreement and the requirements set forth in the applicable Service Order or SOW, including but not limited to the timeframes and technical specifications set forth therein.

c. Acceptance. Contractor will deliver each Deliverable to UTA within the timeframes set forth in the SOW. Unless different time periods are specified in the SOW, UTA will have ten (10) business days following delivery of each Deliverable (the "Acceptance Period") to review and evaluate the Deliverable to determine whether it conforms to the requirements of the SOW and this Agreement. If UTA does not notify Fairmarkit of any non-conformities within the Acceptance Period, the Deliverable will be deemed to have been accepted by UTA

i. If UTA determines that the Deliverable or any component of the Deliverable fails to conform to the applicable requirements of the SOW and this Agreement, UTA will notify Contractor during the Acceptance Period. Upon receipt of a notice of non-conformity from UTA, Contractor will correct such non-conformity within seven (7) business days (or within such other period as may be specified in the SOW, if any). Following notification of correction, unless the SOW specifies a different time period, UTA will have five (5) business days to accept the Deliverable or reject the Deliverable based on whether such correction causes the related component(s) of the Deliverable to conform to the applicable requirements of the SOW and this Agreement. If UTA does not provide notice of acceptance or rejection within this time period, the Deliverable will be deemed to have been accepted by UTA as of the date that Fairmarkit's notification of correction was received by UTA.

ii. If UTA provides notice of rejection within the five (5) day period or within the period specified in the SOW, if any, following notification of correction, the issue will be escalated using the escalation procedure set forth in the SOW, if any. If no escalation procedure is set forth in the SOW, then UTA, at its option, may terminate the SOW without liability upon written notice to Contractor, or it may choose to continue with all other Services and/or Deliverables under the SOW. In either case, UTA shall not be liable for fees to Contractor related to the rejected Deliverable(s) and UTA will promptly return.

Deliverable means any tangible or intangible item(s), good(s), service(s), Work Product, and/or other material(s) in any form, format, or medium compiled, created, developed, produced or otherwise provided by Contractor to or for UTA in the course of or as a result of the Services; provided, however, that any software licensed to UTA by Contractor under a separate written agreement, and/or any modifications, customizations, or improvements made by Contractor to such software, shall not be considered a Deliverable hereunder.

4. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via purchase order or other agreed order method) during a 3 year period expiring January 31, 2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to 2 additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

5. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be due net 30 from receipt of the invoice

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 Software and Associated 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 Software and 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 attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

c. If this procurement is funded by federal dollars, the mandatory FTA terms and conditions contained at Exhibit C will also apply.

7. ORDER OF PRECEDENCE

1. The Order of Precedence for this contract is as follows:
2. UTA Contract including SOW, all other exhibits and attachments, and terms and conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions.
5. Contractor Master Service Agreement
6. Technical Support and Service Level Agreement

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. LAWS AND REGULATIONS

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

9. INVOICING PROCEDURES

a. shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA for all Software and Services before the Subscription Term term begins.

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. 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.

10. WARRANTY OF SOFTWARE AND SERVICES

a. Contractor warrants that all Software (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further

warrants that all Software and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Software and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

d. In addition to the representations and warranties set forth in the Agreement, Contractor further represents and warrants as follows:

i. The Services will be performed in a timely, professional and workmanlike manner and will be of a quality conforming to the highest standards generally accepted in Contractor 's industry;

ii. The Services, Work Product, and Pre-Existing Materials do not infringe upon or misappropriate any United States or foreign copyright, patent, trademark, trade secret or other intellectual property or proprietary right of any third party.

11. 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, software, computer programs, models and samples ("Work Product"), 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 Software 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, (Pre-Existing Materials") 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 limited to what is necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

12. 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 Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

13. LIMITATION OF LIABILITY

EXCEPT FOR CONTRACTOR'S CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS AND FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY UTA TO CONTACTOR UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. <u>INSURANCE REQUIREMENTS</u>

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

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

2. Automobile Liability

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

Combined Single Limit (CSL)	$1,000,000

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

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

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

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

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

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

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

F. 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. G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

15. <u>OTHER INDEMNITIES</u>

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

Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Software and Services such that the claimed infringement is eliminated.

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

16. INDEPENDENT CONTRACTOR

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

17. STANDARD OF CARE.

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

18. 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.

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

19. CONTRACTOR SAFETY COMPLIANCE

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

Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

20. ASSIGNMENT OF CONTRACT

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

21. ENVIRONMENTAL RESPONSIBILITY

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

22. 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.

23. 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 have no right to a refund for any fees paid in advance for the then current subscription term. For future subscription terms, Customer shall have the right to terminate the Contract at any time by providing ninety days written notice to the Contractor.. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

24. 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.

25. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the

performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least two (2) years, or until any audit initiated within that two-year period has been completed (whichever is later). No more than once per calendar year, during this two-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier. The scope of any audit will be limited to time periods not already covered by a prior audit.

26. FINDINGS CONFIDENTIAL

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

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

1. Information already in the public domain;

2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;

3. Information developed by or in the custody of Contractor before entering into this Contract;

4. Information developed by Contractor through its work with other clients; and Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

27. 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.

28. PROJECT MANAGER

UTA's Project Manager for the Contract is Troy Hamiliton, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2321.

29. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-1925.

30. CONFLICT OF INTEREST

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

31. NOTICES OR DEMANDS

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

If to UTA:	If to Contractor:
Utah Transit Authority	Fairmarkit
ATTN: Contracts Administrator	ATTN: Legal
669 West 200 South	27 School Street, Suite 400_
Salt Lake City, UT 84101	Boston, MA 02108
Adminstrator@rideuta.com	Legal@fairmarkit.com

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

32. CLAIMS/DISPUTE RESOLUTION

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

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

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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

Level of Authority	Time Limit
UTA's Project Manager, Troy Hamilton/Contractor's Project Manager, Customer Success Director	Five calendar days
UTA's Direct of Supply Chain, Todd Mills /Contractor's, VP of Customer Success	Five calendar days
UTA's Chief Financial Officer, William Greene/Contractor'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.

33. GOVERNING LAW

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

34. COSTS AND ATTORNEY FEES.

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

35. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

36. SEVERABILITY

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

37. AMENDMENTS

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

38. FORCE MAJEURE

If either Party is unable to perform any of its obligations under this Agreement because of an event or circumstance (a "Force Majeure Event") resulting from a judicial or government decree or regulation which is not such Party's fault, communication line failure, power failure, any natural disaster or act of God, war, terrorism, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, lockouts, strikes, pandemic, epidemic, the unavailability of personnel due to injury, sickness, death or termination of employment, either voluntary or involuntary, or, without limitation, any other cause beyond such Party's reasonable control, the Party so affected shall promptly give notice to the other Party and shall make commercially reasonable effort to resume performance within the Resumption Window (defined below). Upon delivery of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days ("Resumption Window"), the Party receiving notice of a Force Majeure Event may, by giving written notice, terminate this Agreement or any Order or SOW. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such events. A Force Majeure Event, however, shall not apply to or extend Customer's obligation to pay for Software or Professional Services.

39. NO THIRD PARTY BENEFICIARIES

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

40. 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.

41. 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.

42. 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.

43. SALES TAX EXEMPT

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

44. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By________________________

By________________________

By________________________

FAIRMARKIT, INC.

DocuSigned by:
By Kevin Frechette 12/23/2021
2AEC1BC444C2443...
Name Kevin Frechette
Title CEO

By________________________
Name______________________
Title_______________________

Approved as to Form

DocuSigned by:
Mike Bell 12/23/2021
361E46F83870A49...
UTA Legal Counsel

EXHIBIT A

SOFTWARE DESCRIPTION AND STATEMENT OF SERVICES

Statement of Work – Standard Implementation and Additional Services

This Statement of Work ("SOW") is made and entered into by and between Fairmarkit, Inc., ("Company") and the Utah Transit Authority ("Customer"). This SOW and performance of the Parties hereunder is governed by and subject to the terms and conditions set forth in Master Service Agreement for UTA CONTRACT NO. 21-03500 effective January 31, 2022

In the event of a conflict between any term of the Agreement and this SOW, the terms of this SOW shall prevail. In consideration of the mutual promises contained herein, the Parties agree as follows:

Project Overview

Customer has purchased a subscription to Fairmarkit's intelligent sourcing platform to streamline the process of issuing and receiving requests for quote ("RFQ")s and requests for proposal ("RFP")s. To support that effort, Fairmarkit will provide the following professional services and deliverables.

Fairmarkit Implementation Services:

Project Management Services:

- Dedicated Fairmarkit Engagement Manager to serve as the primary point of contact for the implementation
- Weekly project meetings and progress reports
- Backlog and project action register
- Biweekly Steering Committee meetings to review project progress, blockers and risks
- Business kickoff session to establish KPIs and program goals
- Technical kickoff session to create project plan

Fairmarkit Platform

- Create 3 Fairmarkit instances: Dev, Staging (non-production), and Production
- Load customer's logo, terms and conditions and non-disclosure agreement
- Load customer's suppliers and supplier attributes
- Create supplier groups per customer specification
- Load customer addresses, subcategories, internal part numbers and additional data sources as required by customer
- Set platform configurations as discussed with customer
- Create user accounts in accordance with the Order Form

Supplier Recommendations

- Load up to 24 months of customer purchase history to Fairmarkit's machine learning engine
- Load any price lists/catalog data as provided by customer in csv format
- Load any static material master/supplier relationships as provided by customer
- Prioritize available supplier attributes in recommendation as required by customer

Automatically create RFQs

- Provide Customer with access to a Secure File Transfer Protocol "SFTP" server
- Work with customer to develop a flat file of purchase requests or sourcing requests that can be delivered from customer's system to the SFTP on a scheduled basis
- Complete a field mapping exercise to map all fields on the flat file to the appropriate Fairmarkit fields, incorporating up to 4 additional static data sources to be provided by Customer
- Develop, build, test and deploy a script to automatically create Requests for Quotation ("RFQs") and Requests for Proposals ("RFP")s in Fairmarkit from the flat files provided, up to every 15 minutes.

Supplier Sync

- Provide Customer with access to a Secure File Transfer Protocol "SFTP" server
- Work with customer to develop a flat file of supplier data that can be delivered from customer's system to the SFTP on a scheduled basis
- Complete a field mapping exercise to map all fields on the flat file to the appropriate Fairmarkit fields, incorporating up to 4 additional static data sources to be provided by Customer
- Develop, build, test and deploy a script to automatically sync supplier data to Fairmarkit once daily.

Supplier Sync

- Provide Customer with access to a Secure File Transfer Protocol "SFTP" server
- Work with customer to develop a flat file of supplier data that can be delivered from customer's system to the SFTP on a scheduled basis
- Complete a field mapping exercise to map all fields on the flat file to the appropriate Fairmarkit fields, incorporating up to 4 additional static data sources to be provided by Customer
- Develop, build, test and deploy a script to automatically sync supplier data to Fairmarkit once daily.

Pushback Award Data

- Upon award, archive or cancellation of any RFQ or RFP generate a flat file od award/disposition data on each RFQ
- Deliver this flat file to the SFTP file location either on a scheduled or event basis, depending on customer requirements.

Single Sign On ("SSO")

- Configure customer-user authentication via Single Sign On as needed by customer
- Set SSO user permissions per design

Change Management Support

- Assist customer in creating a change management plan specific to this rollout
- With customer's assistance, create and execute a supplier communication and training plan that aligns with the change management plan
- Train up to twenty five (25) users in up to 3 remote sessions prior to go live
- Train up to two (2) Admin users on administrative functionality
- Create training documentation to support knowledge transfer

Reporting

- Enable access to standard reporting for up to 5 users
- Create up to 3 custom reports in addition to standard reporting

Supplier Diversity Enrichment

- Using Fairmarkit's partner Supplier.io, determine which Customer suppliers are diverse entities, including but not limited to women-owned business, minority-owned business, small business, veteran-owned business and disabled veteran-owned business
- Provide Customer output of the report via csv/excel
- Tag suppliers in Fairmarkit as the appropriate classification
- Enable diversity reporting
- Optionally, prioritize diverse suppliers in supplier recommendation based on customer requirements.

Fairmarkit Deliverables:

Deliverable	Due Date	Acceptance Criteria
Technical design documentation	Prior to go-live	Design documentation and checklists illustrating how the Fairmarkit technology has been configured
Training materials	Prior to go-live	Access to various help and support videos and training documentation
Platform Reports	As requested by Customer but no sooner than go-live	Accurate reporting of Fairmarkit activity, including but not limited to total spend, count of transactions, buyer activity, supplier response rates and savings
3 Fairmarkit SaaS Environments	Prior to go live	UAT, Staging and Production instances configured per the Services definition
Diversity Enrichment Results	Prior to go live	Results from the enrichment of up to 7500 suppliers
SFTP File Server	Prior to go live	Read/write access to a secure file transfer location for delivery of files
Auto-create RFQ Script	Prior to go live	Ability to automatically create RFQs from a flat file provided by customer to SFTP
Auto-sync Suppliers	Prior to go live	Ability to sync supplier data from a flat file provided by customer to SFTP
Pushback RFQ data	Prior to go live	Completed RFQ data pushed back to SFTP

Project Governance

Customer will designate one or more individuals to serve as its Project Manager under this Statement of Work. Customer's Project Manager will serve as the principal, day to day point of accountability for coordinating and managing Customer's obligations. Fairmarkit's Project Manager function will be conducted by the assigned Engagement Manager, with assistance from the assigned Technical Architect. The Engagement Manager will have the ability and expertise to coordinate activities and resources on behalf of Fairmarkit, resolve identified issues, escalate issues that could not be resolved and support the implementation. Customer's project manager must have the ability and expertise to coordinate activities and resources on behalf of Customer, work with Fairmarkit's Engagement Manager to resolve identified issues, escalate issues and support the project implementation in general on behalf of Customer. The Customer Project Manager and Fairmarkit Engagement will be identified prior to the commencement of implementation activities.

Customer Responsibilities

Customer will be responsible for the following:

- Assign a project manager or other equivalent resource who can partner with Fairmarkit's Customer Success Manager.
- Approval of project plan
- Provide purchase order and supplier information as reasonably requested by Fairmarkit, in the format required by Fairmarkit
- Providing business and technical resources as required
- Identification of all strategic, preferred and key suppliers to be included in sourcing activities. "Identification" includes providing the name of the supplier and contact information for the supplier, including email address.
- Reviewing and understanding the responsibilities of each party under this Agreement
- Collaborating with Engagement Manager to establish inter-team communication and escalation pathways
- Cooperation with Fairmarkit for all internal and external change management activities
- Define reporting requirements including savings, supplier activity, and others
- Developing custom reports to deliver purchase request and supplier data to Fairmarkit's SFTP
- Completing any development work associated with ingesting the award pushback file into Customer's system.

Implementation Assumptions:

- All supplier and PO data will be provided by Customer in a form and format required by Fairmarkit
- If the requested data is not in the form and format required by Fairmarkit, then it could delay the proper load into the Fairmarkit platform
- Customer will be responsible for supplying all required authorization/access credentials to Fairmarkit in a timely manner
- Changes to implementation scope may result in an amended SOW and additional fees
- Customer will provide a technical resource who will be knowledgeable of the Customer procurement system environment and can assist Fairmarkit with technical questions and design

Additional Scope:

Additional scope, services and fees not contemplated in this SOW will be mutually negotiated and agreed to in additional SOW(s) which will be attached to the Agreement.

Project Timeline:

The estimated time for completion of this Statement of Work for implementation and training is twelve (12) weeks from the date of the technical kickoff meeting.

Fees: As outlined in Exhibit B.

EXHIBIT B

PRICING

Services	Description of Services	Quantity	Billing Cycle	Annual Fee
Fairmarkit Global Platform Fee	Provides access to Fairmarkit sourcing platform for up to 25 users	1	Annual	$100,000.00
Supplier Diversity	Provides enrichment of up to 7,500 suppliers to identify qualified diverse suppliers	1	Annual	Included
Fairmarkit Analytics	Provides up to 5 viewer licenses to Fairmarkit sourcing analytics dashboards	1	Annual	Included
Spend Consumption in $10M increments	Provides the ability to source up to $10M in open requisitions per year through the Fairmarkit portal	1	Annual	$25,000.00
One-Time Implementation Fee	Covers cost of platform integration, access to a dedicated Customer Success Manager, Supplier Enablement Support, Onsite & Virtual User Training, and weekly business reviews	1	One-Time	$25,000.00
Year 1 Total				$150,000.00
Year 2 Total				$125,000.00
Year 3 Total				$125,000.00
Year 4 Total (optional)				$125,000.00
Year 5 Total (optional)				$125,000.00
Total Contract Value (5 Years)				$650,000.00
Add-on Services	**Description of Services**	**Quantity**	**Billing Cycle**	
Additional user seats	Can be added in buckets of 10 users	10	Annual	

Additional spend blocks of $5M	Can be added in blocks of $5M at any stage	1	Annual	
Additional supplier diversity tags	Provides enrichment of supplier data to identify qualified diverse suppliers	Blocks of 1000	Annual	
Additional analytics viewer licenses	Additional analytics seats can be added for $500 per user per year	1	Annual	

EXHIBIT C

MAINTENANCE AND SUPPORT TERMS

Support Terms

Fairmarkit Standard Support

At Fairmarkit, customer care is our highest priority. Our customer support organization's goal is to swiftly tackle and resolve any issues that our customers may encounter. This document outlines the Fairmarkit Standard Support agreement.

Section 1: Contacting Fairmarkit Customer Support

To best serve our customer's needs, a variety of methods are available to contact Fairmarkit Customer Support.

1. Online Support:

   In Platform case management- Fairmarkit allows customers the ability to access support directly from our platform.This allows customers to submit cases at any hour of the day. The customer can set the case priority as well as attach screen captures that will aid in investigation. Updates from Customer Support will result in email alerts to the customer contact email address. When logged into Fairmarkit, simply clicking the "Support" link at the top right of the page will open the ticket creation process.

2. E-Mail Support:

   Customers may also access support by sending an email to Support@fairmarkit.com any time of the day.

3. Telephone Support:

   Fairmarkit support personnel are available by telephone to receive support requests. The phone number for support in the USA is +1-800-558-8017 option 2 unless otherwise directed by your Customer Success Manager.

4. Hours**:**

   The business hours for Standard Customer Support are M-F 9:00 am – 6:00 pm Eastern Standard time, excluding holidays. If a customer has support needs in multiple time zones then a more advanced 24x7 agreement may be necessary.

Section 2: Customer Support Process

Customer Case Assignment: When a customer contacts Fairmarkit via the Platform, e-mail or phone, a Technical Support Engineer (TSE) will be assigned to their request and a case will be opened in Fairmarkit's case management system. A unique number is assigned to the case and provided to the customer. Tier I support activities will then be performed.

Support Request Status: The following table describes the possible status assigned to a case at any given time.

Table 1 - Support Request Status Definition

Status	Criteria
New	A support request has just been submitted. It may be assigned to an individual TSE or a queue. The TSE (Technical Support Engineer) has not responded yet to customer.
Open	The TSE has responded to customer regarding the receipt of the support request and is actively pursuing a resolution.
Pending	The TSE is not actively working on the resolution of the support request. Generally, this is due to information pending from the submitter of the case or a pending program fix. Support requests may be put on hold for other reasons as well.
Working	Issue is understood and resolution is in progress
Escalated	A support request set to an escalated status means the issue has not been resolved within the target resolution time or its impact has significantly changed. Also, the customer may request a case be escalated. CSM, Customer Support management, or other Fairmarkit personnel may also escalate for an expedited fix.
Solved	A case is “solved” if: - The customer and the TSE agree that a satisfactory resolution has been provided, or - The customer understands that the problem is not a result of a defect, or - The TSE has made multiple attempts to contact the customer and the customer has not responded. Electronic support requests (online, e-mail) may be closed when a TSE has provided an electronic reply with a high degree of confidence that his/her reply will resolve the issue or answer the question.

Tier I Support

Tier I definition:

- Enter data into the case log describing the problem and assign a severity to the case (please refer to "Assignment of Severity Levels" section below).
- Provide customer with a resolution if possible regarding known problems and low complexity issues. Then based on the customer’s feedback, "close" the case or move to Tier II. A resolution is generally one of the following: an answer to a customer question, a suggestion of how to accomplish a simple task, or a workaround to a program issue.
- For those problems not solved during the first contact with the customer, the TSE will provide an estimated time-frame for follow up. If the TSE has not or cannot identify an effective resolution plan, the representative will escalate the case to Tier II support.

Tier II Support

Tier II definition:

- Follow up with customers: answer questions, solve problems, and report the status of a pending issue. The Tier II representative will update the customer throughout the case lifecycle.
- Answer product usage, administration or installation questions.
- Collect necessary logs and other diagnostics needed to resolve an issue.
- Access customer’s system via remote sessions when needed as directed by customers.
- Attempt to provide solutions that may include workarounds to address the problem within the time limits set forth in the section "Response and Resolution Targets" below.
- Attempt to reproduce problems.
- Verify that a pending issue can be ‘closed’ when a satisfactory resolution has been provided to the customer.

- Escalate product defects to Tier III. Work closely with Tier III to analyze, understand, and resolve complex issues.

Tier III Support

Tier III Definition

- Diagnosis of product issues to the code level
- Develop code level fix and/or product changes to be delivered in a future release
- Provide scripts to resolve or workaround problems where possible
- Tier III maintains a separate bug tracking system for each reported issue.

In extreme cases where no workaround is available and the pending support request is a mission critical problem for the customer, and the problem results from a defect in the program, Tier III support will provide a program update or patch to resolve the problem. This level of support is provided at the discretion of support management.

Section 3: Assignment of Support Request Severity

When a customer opens a support request, a TSE will assess the severity of the request based on the customer's description of the problem. The severity of the support request will be recorded in the Case Management System.

Table 2 below provides the definitions used in identifying and assigning a severity level to the reported problem.

Table 2 - Severity Definitions

Severity	Criteria
Urgent	**Total Product Failure – Customer Production System is down** Program is unusable resulting in total disruption of operations. No workaround is available
High	**Major feature/function failure** Operations are severely restricted Major disruption of work No acceptable workaround available
Normal	**Minor feature/function failure** Program does not operate as designed Minor impact on usage Acceptable workaround deployed
Low	**Minor problem** Documentation, general information, general questions, enhancement request, etc.

Section 4: Response and Resolution Targets

Fairmarkit will use commercially reasonable efforts to meet the following resolution targets.

Table 3 - Response and Resolution targets

Severity	Target Response	Target Resolution	Update Cadence	Solution (1 or more of the following)
Urgent			Hourly	- Satisfactory workaround

	2 Business Hours	2 Business Days		- Program patch (and incorporated into future release) - Product or system configuration change - Proper product usage recommendation - Question answered
High	1 Business Day	5 Business Days	Daily	
Normal	2 Business Days	10 Business Days	NA	
Low	3 Business Days	15 Business Days	NA	

Section 5: Customer Escalation Procedures

During the process of resolving a customer support request, the severity of the request may be increased and/or a higher level of authority might be notified. Case severity may be escalated internally when it is determined that the support request involves a system critical issue, an extremely complex problem, or an unreasonable amount of time has passed with no resolution. If a customer is not satisfied with the level of support, they may escalate directly to Fairmarkit VP of Customer Success.

To escalate an issue, please call +1-800-558-8017 option 2. Please specify the case number and the reason why the issue is being escalated. In addition, escalations may be raised by emailing escalation@fairmarkit.com.

EXHIBIT D

TECHNICAL SUPPORT AND SERVICE LEVEL AGREEMENT

1. The Software shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Fairmarkit's control will also be excluded from any such calculation.

2. Customer's sole and exclusive remedy, and Fairmarkit's entire liability, in connection with Software availability shall be that for each period of downtime lasting longer than one hour, Fairmarkit will credit Customer 5% of monthly Subscription Fees (broken out) for each period of thirty (30) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Fairmarkit) recognizes that downtime is taking place and continues until the availability of the Software is restored. Software upgrades (new versions) will be dynamically completed during non-activity hours and will require no interaction on the user side.

In order to receive downtime credit, Customer must notify Fairmarkit in writing within twenty-four (24) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Subscription Fees in any one (1) calendar month in any event. Fairmarkit will only apply a credit to the month in which the incident occurred. Fairmarkit's blocking of data communications or other Software in accordance with its policies shall not be deemed to be a failure of Fairmarkit's to provide adequate service levels under this Agreement.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Dave Hancock, Acting Chief Service Development Officer
PRESENTER(S):	Todd Provost, Capital Development Director
	Janelle Robertson, Project Manager

TITLE:

Contract: FrontRunner Forward Shepard Lane Design Betterment (UDOT)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve agreement with Utah Department of Transportation (UDOT) and authorize Executive Director to execute agreement and associated disbursements for Shepard Lane Design Betterment.

BACKGROUND:
UDOT has initiated a project to design and construct a new traffic interchange at Shepard Lane and I-15, in Farmington, Utah. The project is in the early stages of design. Construction is planned to start in late 2022 and is anticipated to be completed in 2023. As part of the project, UDOT will construct a bridge abutment and walls for the I-15 southbound off-ramp and on-ramp that are directly adjacent to the UTA FrontRunner corridor. The space between the rail corridor and I-15 is limited around this interchange and I-15 between Shepard Lane and Park Lane. This is an ideal opportunity for UTA to partner with UDOT to implement construction of FrontRunner future double tracking quickly. This will also reduce costs for construction and inconvenience to the traveling public by combining the projects.

DISCUSSION:
Because of the limited space around the Shepard Lane Project, UTA would like to include, as part of the UDOT Shepard Lane Project, a betterment for UDOT's consultant to design embankment for future FrontRunner double track. This is within the Shepard Lane project limits, that will be located between I-15 and the current single FrontRunner track. This is beneficial to UTA because the constrained nature of the corridor would make it much more expensive to construct in the future as its own project. Doing the two projects together also results in less costs to both projects overall. The proposed betterment agreement will include the cost for UDOT to incorporate the UTA embankment and associated

elements into the Shepard Lane Project design. After the design process is completed, UTA will then have the option to execute another betterment agreement with UDOT for the construction of the elements designed. While costs are not certain at this time, the cost to construct the embankment is anticipated to be between $7-9 million. UTA would later lay the track in these areas when they are connected to other track sections and able to be used.

CONTRACT SUMMARY:

Contractor Name:	UDOT
Contract Number:	21-P00143
Base Contract Effective Dates:	January 26, 2022
Extended Contract Dates:	NA
Existing Contract Value:	$0
Amendment Amount:	$0
New/Total Amount Contract Value:	$221,668.61
Procurement Method:	NA
Funding Sources:	Local Funding

ALTERNATIVES:

UTA could wait until the future to construct this double tracking section in a much more complicated construction condition. UTA could decide to not double track this section and forgo the operational benefits of double tracking in this area.

FISCAL IMPACT:

$221,668.61 cost to the FrontRunner Forward Project Budget. There are cost savings for the cost to construct in the area where UDOT is already staged for construction.

ATTACHMENTS:

Agreement

Utah Transit Authority **Betterment Agreement** **UDOT Finance No._____**	Betterment Description: **Shepard Lane Interchange** **UTA Double Tracking Engineering and Design Betterment**	Estimated Cost for Betterment $221,668.34
PIN Number 15684 FINET/CID Number 72703	Project Number **S-I15-7(340)325** Project Name **I-15; Shepard Lane Interchange**	Agreement Number Date Executed

THIS AGREEMENT made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (**"UDOT**"), and **UTAH TRANSIT AUTHORITY, ("UTA"),** a public transit district organized pursuant to the Utah Public Transit District Act.

Subject to the attached provisions, **UDOT** will include the **UTA** requested Double Tracking Engineering and Design Betterment, to accommodate a future second FrontRunner track, into the above referenced Project. Upon signing this Agreement, **UTA** agrees that the costs shown below are estimates only and that **UTA** will be responsible for paying the actual costs associated with the Double Tracking Engineering and Design Betterment items.

Description of Double Tracking Engineering and Design Betterment:
Double Tracking Engineering and Design including a retaining wall, barrier, and fill between south bound I-15 and the FrontRunner tracks to accommodate a future second FrontRunner track. The Double Tracking Engineering and Design Betterment will also include drainage, utilities, moving ATMS fiber, and accommodating an overhead sign foundation into the wall/barrier system. See attached Scope marked Exhibit "A," that is incorporated by reference.

Cost Estimate: See attached Cost Estimates marked Exhibit "B," that is incorporated by reference.

Bid Item No.	Description	Estimated Cost
1.	Horrocks Engineers Cost Proposal	$140,946.61
2.	RB&G – Geotechnical	$32,563.89
3.	WCG – Drainage	$47,995.84
	Total Estimated Betterment Cost for Double Tracking Engineering and Design	**$221,668.34**

UDOT will invoice **UTA** the total actual cost of the Double Tracking Engineering and Design Betterment monthly as the design progresses with a final invoice upon completion.

UTA shall make payment within 30 days of receiving an invoice from **UDOT**. **UTA** shall deposit the amount with **UDOT's** Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Provisions
(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

This agreement provides for design and engineering work only; if the parties determine to proceed with any construction, they will enter into a separate agreement. Failure to construct does not affect any obligations under this Agreement.

UDOT has prepared plans, specifications, and estimates of costs for the I-15; Shepard Lane Interchange Project, hereinafter referred to as the "Project."

UTA desires to include the Double Tracking Engineering and Design Betterment described herein in the Project contract work.

UDOT is agreeable to include **UTA's** requested Double Tracking Engineering and Design Betterment work in the Project contract providing that **UTA** pays the actual additional costs incurred.

At no cost to the Project, **UTA** shall provide on-call support from **UTA's** Design Engineer or appropriate representative to correct or clarify issues, including changes or additions to said Double Tracking Engineering and Design Betterment plans and specifications approved by the parties hereto. **Through their inspection of said work, UTA** will provide **UDOT's** Project Manager or Resident Engineer with information covering any problems or concerns **UTA** may have with the acceptance of said Double Tracking Engineering and Design Betterment.

Any periodic plan and specification review of Double Tracking Engineering and Design Betterment performed by **UDOT** arising out of the performance of the Project does not relieve **UTA** of its duty in the performance of this Project or to ensure compliance with acceptable standards.

I. Indemnification:

UDOT and **UTA** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. **Termination:**

This Agreement may be terminated as follows:

a. By mutual Agreement of the parties, in writing
b. By either **UDOT** or **UTA** for the failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By **UDOT** for the convenience of the State upon written notice to **UTA**.
d. Upon satisfactory completion of the provisions of this Agreement.

IV. Payment and Reimbursement to UDOT:

UTA shall be responsible for all actual costs associated with the Double Tracking Engineering and Design Betterment.

UTA agrees that if it modifies or cancels this Double Tracking Engineering and Design Betterment at any time after it has been signed, **UTA** agrees to pay any cancellation penalties or costs incurred by **UDOT** as a result of the betterment work scope being modified or canceled.

V. Change in Scope and Schedule:

UTA recognizes that if their project scope or schedule changes from the original intent of this Agreement, the Agreement must be amended prior to proceeding with the work. Any costs

incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of **UTA**.

In the event there are changes in the scope of the work, extra work, or changes in the work for the Double Tracking Engineering and Design Betterment covered by this Agreement, a modification to this Agreement approved in writing by the parties hereto is required prior to the start of Double Tracking Engineering and Design Betterment work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on April 12, 2016.

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

UTAH TRANSIT AUTHORITY

APPROVED AS TO FORM:

UTA Legal

Michael L. Bell
Assistant Attorney General
Counsel for UTA

By: _____

Date: _____

Recommended for Approval:

By: Tucker Doak
Region Utility and Railroad Leader

Date: 12/09/2021

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Director

Date: 12/09/2021

UDOT COMPTROLLER'S OFFICE

By: _____
Contracts Administrator

Date: _____

HORROCKS
ENGINEERS

I-15; SHEPARD LANE INTERCHANGE
PROJECT NO. S-I15-7(340)325/ PIN NO. 15684
Engineering and Design Services – Contract Modification No. 2

Scope of Work - DRAFT

EXECUTIVE SUMMARY

Brief Description:

The Utah Department of Transportation is constructing a new interchange on I-15 with Shepard Lane near the existing crossing. In coordination with the Utah Transit Authority (UTA), the Department wishes to also include work to install a retaining wall, barrier, and fill between SB I-15 and the FrontRunner tracks to accommodate a future second FrontRunner track. The design will also include drainage, utilities, moving ATMS fiber, and accommodating an overhead sign foundation into the wall/barrier system.

The Horrocks Engineers team will provide design and support services, as well as support during construction, for the retaining wall, roadway, drainage, ATMS, and utility elements within the limits identified for the future second FrontRunner track. The work will include Project Management, structural & geotechnical design, roadway design, drainage design, signing design, utility design, plans & specifications, and railroad design and coordination. The Horrocks team will also provide subsurface utility engineering (SUE). In addition, Horrocks will ensure Quality Assurance and Quality Control on all phases of the project items as needed for the final advertising package, and design support through construction.

Project Team:

Horrocks Engineers will be the prime consultant for this project with Cory Pope as the Project Manager. The Horrocks team includes the following subconsultants:

- **CRS Engineers**/Matt Hirst: Support Services Manager and RR coordination/agreement support providing coordination with utility design, survey and ROW along with providing support to UDOT R1 for railroad agreements. Coordination effort is part of the original contract.
- **WCG**/Dan Young: Drainage design
- **RB&G Engineering**/Rob Johnson: Geotechnical design and testing at retaining walls and embankment fills

Assumptions/Unknowns:

- The UTA betterment design will not have a separate geometry review but will be incorporated into the overall Shepard Lane project schedule at the plan-in-hand (PIH) review.
- No ROW documents will be needed but access for the work will be through agreement between UDOT and UTA which will be developed by UDOT.
- Design/Advertising: October 2021 – January 2023 = 16 months ~ 69 weeks
- Construction Support is included in the original contract.
- Project Update Meetings will cover the betterment work
- UPRR agreement process and review timeframes could change and may influence the overall schedule and cost.
- Additional betterment design other than the work described below is not included.
- Additional assumptions are included in the Activity sections.

Phasing:

The work will be included in phasing for the original Shepard Lane contract.

Fee Type:

The fee type for this project will be cost plus fixed fee.

SPECIFIC WORK ACTIVITIES

Project Management (Z)

Activity 5Z1 – Project Management

Overview: Covers Project Management for the design phase but assumes no additional project team meetings. This activity includes 3Z4 - Constructability Reviews.

Assumptions:

- Project Dashboard set up and support included in original contract.
- Ongoing GIS Support included in original contract.
- UDOT Team Update, Internal Consultant, UPRR/UTA and Monthly City coordination meetings included in original contract.
- No Scoping and Geometry Review Meetings will be held for the UTA betterment work. Plan-in-Hand and PS&E Review Meetings included in the original contract.
- Risk items will be managed concurrently with Shepard Lane risks.
- Monthly schedule updates included in the original contract.
- Invoice review covered by original contract
- Constructability reviews included as part of original contract.

Tasks:

1. **Project management**
2. **Coordination between disciplines**

Deliverables: a) Invoice tracking of betterment design & review

Roadway (R)

Activity 1R1 – Develop Roadway Scope

Overview: Update PDC for the preliminary project footprint in preparation for Scoping Meeting.

Assumptions:

- Task combined with 2R1

Tasks: None

Deliverables: None

Activity 2R1 – Model Initial Roadway Design

Overview: Develop the Shepard Lane southbound entrance ramp and auxiliary lane to accommodate a planned UTA FrontRunner second track. Evaluate impacts to project features from horizontal/vertical

alignment and design layout. Develop the initial roadway model and create concept Plans and Typical Sections.

Assumptions:

- Includes Task 1R1
- No separate Geometry Review Meeting. Will include design in Shepard PIH submittal.
- Design will accommodate future planned I-15 improvements (forward compatibility).
- Design will accommodate a planned UTA FrontRunner second track.
- Design will utilize Microstation OpenRoads Designer (ORD).
- No maintenance/preconstruction site visit. Will include in PIH walk through.

Tasks:

1. **Obtain as-built information.**
2. **Develop design to minimize impacts to utilities, drainage, and ROW for full I-15 planned improvements and that accommodates planned UTA FrontRunner 2nd Track.**
3. **Develop typical sections for identified design improvements.**
4. **Develop initial roadway models.**
5. **Coordinate with Region Design Personnel and Design Oversight staff.**
6. **Update draft PDC Form and Design Exceptions and Deviations.**
7. **Develop detailed cost estimate for proposed improvements.**

Deliverables: a) Updated draft PDC Form, b) Cost Estimate, c) QC Documentation

Activity 3R1 – Complete Roadway Design

Overview: Finalize the roadway design and models. Modify the design based on continued coordination with project team members and stakeholders. Modify the design as necessary to include other discipline needs including drainage facilities, utilities, signs, and ATMS. Create preliminary design plan sheets.

Assumptions:

- Submittal package will be part of the Shepard Lane package.

Tasks:

1. **Coordinate with Project Team Members.**
2. **Complete Design.**
3. **Develop Preliminary Plan and Profile Sheets.**
4. **Develop Preliminary Typical Section Sheets.**
5. **Update PDC Form.**
6. **Update Cost Estimate.**
7. **Prepare and compile Plan-In-Hand review package.**
8. **Perform QC Review.**

Deliverables: a) Preliminary Plan and Profile Sheets b) Preliminary Typical Section Sheets c) PDC Form updates d) Cost Estimate e) QC Documentation

Activity 3R2 – Complete Signing and Striping Design

Overview: Using the design model as a guide, develop the signing design for the project. Develop preliminary signing sheets.

Assumptions:

- Preliminary MOT design will not be included.
- Striping part of original contract.
- Signing coordinate with foundation requirements adjacent to wall.
- Cost estimate and QC part of original contract

Tasks:

1. **Create preliminary signing plan sheets.**

Deliverables: a) Preliminary Signing Design Package

Activity 4R1 – Complete Roadway Plans and Documents

Overview: Complete the plan and profile sheets and create plan summaries, details, and additional plan sheets. Prepare and assemble project documents including Measurement and Payment, Special Provisions, A&D, and final cost estimate.

Assumptions:

- MasterWorks entry part of original contract

Tasks:

1. **Address Plan-in-Hand Review Comments.**
2. **Finalize Design.**
3. **Export MicroStation and ORD files to XML format for Contractor use (include in advertising submittal).**
4. **Complete Plan and Profile Sheets.**
5. **Complete Typical Section Sheets.**
6. **Complete Detail, Grading, and Summary Sheets.**
7. **Finalize Cost Estimate.**
8. **Develop Project Documents (Special Provisions, M&P, A&D).**
9. **Update PDC Form and Design Exceptions and Deviations.**
10. **Prepare and compile PS&E review package.**
11. **Perform QC Review.**

Deliverables: a) Plan, Profile, Typical Section, Detail, and Summary Sheets b) Roadway Cost Estimate c) Roadway Project Documents d) QC Documentation

Activity 4R2 – Complete Signing and Striping Plans and Documents

Overview: Finalize the signing plan set and create summary sheets. Prepare and assemble the signing project documents, including Measurement and Payment, Special Provisions, A&D, and final cost estimate.

Assumptions:

- Striping included in original contract.
- Signing to the extent that signage is changed by addition of a retaining wall and fill.
- Cost estimate and QC included in original contract

Tasks:

1. **Complete signing plan sheets.**
2. **Complete sign detail plan sheets.**
3. **Complete signing summary sheets.**

Deliverables: a) Finalize Signing Design Package b) Sign Detail Plan Sheets c) Signing Summary Sheets

Activity 6R1 – Design Support During Construction

Overview: Be available to answer questions with respect to the design plans and/or specifications throughout the construction phase of the project. Perform review of construction submittals. Prepare construction revisions on contract plan sheets based on plan revisions.

Assumptions:

- Construction meeting attendance part of original contract.
- Roadway elements are constructed per plan.

Tasks:

1. **Post Design Support Services.**
2. **Respond to RFI's and submittals as requested by RE.**
3. **Issue resolution during construction.**

Deliverables: a) Addendums during Advertisement b) Response to RFI's c) Update Plans and/or Specifications for FDC's and NDC's

Structure (S)

Activity 1S1 – Identify Preliminary Structure Type

Overview: Review the existing conditions and determine the physical requirements for structures work (retaining walls and overhead sign structures). Develop a range of alternative structure types to fulfill the requirements.

Assumptions:

- No site visit required as it was completed as part of the original contract.
- Wall will be an MSE wall.
- Sign structures will be evaluated for integration into retaining wall as needed within limited space.

Tasks:

1. **Evaluate Wall Types.**
    a. CIP vs MSE
2. **Meet with UDOT structures Engineer.**
3. **Develop retaining wall selection memo.**
4. **Develop Structures Design Criteria Deviation for sign structure integrated with wall**

Deliverables: a) Draft retaining wall memo, b) Draft structures design criteria deviation

Activity 3S1 – Develop Retaining Wall Selection Memo

Overview: Develop a type selection memo to document the decision making process on wall type.

Assumptions:

- Will evaluate cast in place and MSE
- MSE will be used at this location
    - MSE reinforcement is acceptable under UTA tracks

Tasks:

1. **Develop alternative analysis**
2. **Develop estimates**
3. **Develop figures**
4. **Perform QC.**

Deliverables: a) Wall Selection Memo, b) QC Documentation

Activity 3S4 – Develop Situation and Layout (S&L) for Retaining Walls

Overview: Develop the S&L plan sheets for each wall, fully coordinating with the roadway, grading, and geotechnical requirements. (Refer to the SDDM for plan content and organization.)

Assumptions:

- Includes location plan, typical section and plan and profile
- Includes a structures design deviation for wall modifications for sign structure foundation.
- Walls include: 1 Fill (MSE) Wall
- A single S&L will be provided
- The UTA MSE wall will have a separate structure number from the rest of the project MSE walls.

Tasks:

1. **Request structure number.**
2. **Develop S&L plan sheet.**
   a. Combined plan set (Single Structure number)
   b. Develop independent wall geometry
3. **Provide Constructability Review.**
4. **Complete S&L Checklist.**
5. **Perform QC.**

Deliverables: a) S&L Sheets, b) QC Documentation

Activity 3S6 – Situation and Layout (S&L) Acceptance

Overview: Obtain acceptance from the Structures Division for S&L plan sheets.

Assumptions: None

Tasks:

1. **Address PIH Review comments.**
2. **Submit Package for Acceptance.**
3. **Coordinate Signatures.**

Deliverables: a) Signed 3S6 Certification

Activity 4S2 – Design and Detail Custom Overhead Sign Structure

Overview: Design custom sign structure to integrate into wall system.

Assumptions:

- Plan sheet development based on standards was already included in the original contract. Scope here is limited to design and minor adjustments to standard plans.

Tasks:

1. **Develop custom sign structure design**
2. **Modify standard details**
3. **Perform QC.**

Deliverables: a) Sign Structure Design, b) Sign Structure Plans, c) QC Documentation

Activity 4S3 – Design and Detail Retaining Walls

Overview: Design, detail, and check the retaining wall based on the approved S&Ls and the structural design criteria. Incorporate design requirements and the preliminary information from the draft geotechnical report and/or the hydraulic report.

Assumptions:

- See Activity 3S4

Tasks:

1. **Complete wall geometry.**
2. **Develop wall calculations.**
3. **Develop Wall plans and details.**
4. **Perform QC.**

Deliverables: a) Wall Calcs, b) Wall Plans, c) QC Documentation

Activity 4S4 – Complete Structure Project Documents

Overview: Finalize the special provisions, measurement and payment, and estimate.

Assumptions: None

Tasks:

1. **Develop and finalize Engineer's estimate.**
2. **Develop Special provisions.**
3. **Develop M&P.**
4. **Develop A&D.**
5. **Submit structures packages to UTA for review.**
6. **Perform QC.**

Deliverables: a) Engineer's Estimate, b) Special Provisions, c) M&P and A&D, d) QC Documentation

Activity 5S1 – Deliver Final Structure Acceptance

Overview: Assemble and submit final structural documentation for each structure in order to obtain the final acceptance to release the structural plans and documentation for advertising. Finalized structural documentation includes incorporation of all structures related comments made throughout the project.

Assumptions: None

Tasks:

1. **Submit final documentation package.**
2. **Coordinate with structure division.**
3. **Respond to comments.**

Deliverables: a) Signed 5S1 Certification

Activity 6S1 – Structure Construction Services

Overview: Review construction submittals. Perform design services during construction. Prepare construction revisions on contract plan sheets based on structural design changes and plan revisions. Perform construction submittal reviews.

Assumptions:

- Attendance at weekly construction meetings will not be required
- Site visits included in original contract

Tasks:

1. **Review Shop Drawings and construction submittals.**
2. **Review and respond to RFIs during construction.**
3. **Attend in field control point meetings.**
4. **Develop final punch list.**

Deliverables: a) Reviewed construction submittals, b) RFI Responses, c) Final Punch list

Utilities (U)

Activity 2U1 – Utility and Railroad Identification

Overview: Identify all utility and railroad companies and complete an accurate depiction of existing utility facilities within the UTA betterment limits.

Assumptions:

- This task was completed in the original contract scope of work.

Tasks: None

Deliverables: None

Activity 3U1 – Identify Potential Utility Conflicts

Overview: Identify potential utility conflicts through coordination with utility owners and designers. Obtain preliminary relocation costs from utility owners.

Assumptions:

- Utility Kick-Off/Informational Meeting was held as part of the original Shepard Lane scope of work for most of the affected utilities.
- Dry utility company (UTA) will prepare their own design plans/cost estimates/schedules (for fiber optic lines) for the project.
- Utility conflicts associated with this betterment work will be added to the overall Shepard Lane Utility Conflict Matrix prepared/maintained on the UDOT interchange system.

Tasks:

1. **Coordinate with project team members.**
2. **Update preliminary Utility Conflict Matrix to include UTA fiber impacts, if any.**
3. **Update existing utility DTM surface (based on SUE Level B, C and D mapping and assumed dry utility depths) per additional information received from UTA.**
4. **Obtain Initial Utility Cost Estimate from UTA.**
5. **Perform QC.**

Deliverables: a) Update Preliminary Utility Conflict Matrix, b) Initial Utility Company (UTA) Cost Estimate, c) Existing utility DTM surface, d) QC Documentation

Activity 3U2 – Initial Design Utility Coordination

Overview: Conduct a utility design meeting to facilitate relocation solutions. Facilitate the development of utility owner (UTA) relocation plans.

Assumptions:

- Coordination meetings will be held with the utility companies referenced in 3U1 (UTA).
    - These coordination meetings will take place with the Shepard Lane utility coordination meetings.
- Utility coordination meetings will take place via Teams.

Tasks:

1. **Coordinate with project team members.**
2. **Revise/update Utility Conflict Matrix.**
3. **Request dry utility company (UTA) relocation plans, schedules, and cost estimates.**
4. **Add dry utility (UTA fiber) linework (based on plans) to the project base files.**
5. **Perform QC.**

Deliverables: a) Revised/updated Utility Conflict Matrix, b) Initial dry utility company relocation plans/estimates/schedules (as provided by UTA), c) QC Documentation

Activity 3U3 – Identify Utility Depth (SUE Level A)

Overview: Use the Utility Conflict Matrix Summary to determine specific locations where vertical information could be used to avoid existing utility facility conflicts or assist utility companies design relocation plans.

Assumptions:

- No additional test holes will be required or provided for work that is part of this betterment.

Tasks: None

Deliverables: None

Activity 3U4 – Complete Utility and Railroad Designs

Overview: Complete utility relocation designs for all elements of utility relocations for which UDOT is responsible. Develop preliminary utility relocation plan sheets and cost estimate. Verify Diagnostic Report and railroad company guidelines compliance.

Assumptions:

- Italicized callouts for dry utility work (UTA fiber) will not be added to the UR sheets until after Plan in Hand Review meeting.

  - Separate UR sheets for dry utility work (UTA fiber) will be prepared
- No separate early utility relocation package(s) have been assumed at this time.

Tasks:

1. **Coordinate with project team members.**
2. **Prepare dry utility UR sheets (no callouts will be added until Task 4U3).**
3. **Prepare project UT sheets to identify existing utilities, SUE Level designation, material, size, etc.**
4. **Request updated dry utility company relocation plans, schedules, and cost estimates.**
5. **Revise dry utility linework (based on updated plans) in the project base files.**
6. **Perform QC.**

Deliverables: a) Updated Utility Conflict Matrix, b) Updated dry utility company relocation plans/estimates/schedules (as provided by UTA), c) QC Documentation

Activity 4U1 – Final Design Utility Coordination

Overview: Final coordination with utility owners and provide guidance and information to complete utility relocation plans. Hold a meeting to resolve any remaining conflicts and prepare for the construction stage.

Assumptions:

- Coordination meetings will be held with the utility companies referenced in 3U1 (UTA).
  - These coordination meetings will take place with the Shepard Lane utility coordination meetings.
- Utility coordination meetings will take place via Teams.

Tasks:

1. **Coordinate with project team members.**
2. **Revise/update Utility Conflict Matrix.**
3. **Request final dry utility company relocation plans, schedules, and cost estimates.**
4. **Revise dry utility linework (based on updated plans) in the project base files.**

Deliverables: a) Updated Utility Conflict Matrix, b) final dry utility company relocation plans/estimates/schedules (as provided by UTA)

Activity 4U2 – Prepare and Obtain Utility and Railroad Agreements and Permits

Overview: Prepare and obtain Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

Assumptions: UDOT will prepare all utility and railroad agreements.

Tasks:

1. **Coordinate with all project team members.**
2. **Provide utility plans/schedules/estimates to UDOT for agreement preparation.**

Deliverables: a) Documentation to support UDOT's preparation of agreements, b) Utility agreements (by UDOT)

Activity 4U3 – Complete Utility and Railroad Plans and Documents

Overview: Complete utility plans and documents. Obtain the UDOT Chief Railroad Engineer's and Railroad Company approval for the crossing modification or construction plans. Finalize railroad crossing plan sheets and develop all railroad project documents including Railroad Company required special provisions. Obtain executed construction and maintenance agreements from the Railroad Company.

Assumptions:

- Italicized callouts for dry utility work will be added to the UR sheets as part of Task 4U3.

Tasks:

1. **Coordinate with project team members.**
2. **Finalize Utility Conflict Matrix.**
3. **Address Plan in Hand review comments on UT and UR sheets.**
4. **Progress design of UT and UR sheets to PS&E review level (plan and profile).**
5. **Enter utility relocation estimates into PDBS.**
6. **Develop utility relocation project documents (including 555 specification).**
7. **Address PS&E review comments on UT and UR sheets.**
8. **Perform QC.**

Deliverables: a) Final Utility Conflict Matrix, b) QC Documentation

Activity 5U1 – Deliver Utility Certification

Overview: Complete and issue the Utility Certification for advertisement.

Assumptions:

- The betterment work will be included in the Utility Certification to be prepared by UDOT. No additional work is required for the addition of this betterment.

Tasks: None

Deliverables: None

Activity 6U1 – Utility Construction Services

Overview: Facilitate advance utility relocations prior to UDOT's contractor starting work where appropriate. Coordinate the transfer of information obtained during the utility design phase to construction. Continue coordination with contractors and utility companies through the construction phase.

Assumptions:

- No construction services will be required or provided for work that is part of this betterment.

Tasks: None

Deliverables: None

EXHIBIT A SCOPE OF WORK

WALL CONSULTANT GROUP

To: **Cory Pope**
Date: **November 15, 2021**
RE: **WCG Scope & Hours (UTA Drainage)**
Contract Modification #2
Project: **I-15; Shepard Lane**
Pin: **15684**

Dear Cory:

Please see below our scope and hours for the services of the aforementioned project. We appreciate the opportunity to work with Horrocks and UDOT on this key Interchange.

Respectfully,

Daniel S Young

Daniel S Young

WALL CONSULTANT GROUP

Executive Summary

Brief Description:

UTA has requested that we move forward in our design to accommodate for a future track. This will modify the anticipated drainage design. This contract modification will account for coordination with the project team, UTA, UDOT, ROW, and utilities.

Prime and Subs:

WCG is a sub-consultant to Horrocks and will provide the work as described in this contract description.

Assumptions:

- Meetings & Workshops
  - See meetings defined in Task 5Z1. No coordination outside of these meetings is anticipated. We anticipate an additional three meetings for this work and three site visits.
- All major reviews to be done in Bluebeam Revu
- UDOT will hire another firm to perform PI duties
- It is anticipated that WCG will not need to help in the development of the PDC and that there will not be design deviation, exceptions, or waivers related to drainage.
- It is assumed that there will be no location changes to drainage once Plan in Hand is completed
- Drainage design assumptions
  - Our team will perform a Rational Method Hydrologic analysis to determine the existing site runoff peak flows and proposed site runoff.
  - Structure Drainage will be completed by the Prime consultant
  - No impacts or evaluation of wetlands is anticipated
  - It is anticipated that the existing detention pond has capacity for the additional drainage, and that no additional ponds will be necessary.
  - UDOT design standards will be followed
  - No capacity analysis will be performed for irrigation crossings.
  - UTA and Farmington City will assist in identifying possible outfall locations
  - WCG does not anticipate assessing existing capacity of any existing outfalls
- Utility Assumptions
  - Utility conflicts will be reviewed / identified by others
  - Coordination of drainage with existing underground utilities (any betterments will work around these design tasks) including Farmington City utility betterments.
- Horrocks and UDOT's ProjectWise servers will be used for file storage and milestone reviews and submittals
- The Work Plan is based upon information known at the time contract documents were prepared.

WALL CONSULTANT GROUP

- Prime to coordinate survey features needed for design

Phasing:

Once scoping and geometry tasks are completed for this additional drainage work, all remaining meetings will be done in conjunction with the Shepard Lane work.

Fee Type:

Cost Plus Fixed Fee (CPFF)

Work Plan

1Q1 Assess Existing Drainage Conditions

Our team will review the existing drainage conditions in the project area. This will include completing a preliminary field review to review the existing drainage features and identify any evidence of deficient drainage. WCG will layout the existing features in the storm drain model, delineate the current drainage areas, and assess the performance of the existing system to identify any deficiencies.

Deliverables

- Existing drainage system memo/exhibits
- Preliminary Footprint Exhibits
- Preliminary Drainage Cost Estimate
- QC Cover Sheets

2Q1 Develop Initial Drainage

Our team will develop the preliminary drainage design for the areas and deficient areas identified during the scoping phase. We will work with UDOT, UTA, and Farmington City to identify drainage outfalls.

Deliverables

- Initial Drainage Design Layout (coordinating the Initial Roadway Model 2R1)
- Drainage Summary
- Preliminary Drainage Cost Estimate
- QC Review and Cover Sheets

3Q1 Complete Drainage Plans

Our team will develop the drainage plans for the project.

Deliverables

WALL CONSULTANT GROUP

- Comment Resolutions
- Drainage Design with required water quality elements
- Associated Cost Estimates
- Preliminary Drainage and Water Quality Report

4A1 Complete Erosion & Sediment Control Plan Sheets and Documents

Develop the project erosion and sediment control design, plans, and summaries for the Park Lane. Prepare and assemble erosion and sediment control project documents including plans, special provisions, and engineer's estimate.

Deliverables

- Erosion and Sediment Plan Sheets
- Erosion and Sediment Project Documents
- Associated Cost Estimates
- QC Review and Documentation

4Q1 Complete Drainage Plan Sheets

Revise the drainage design based on the plan-in-hand review. Complete drainage plan set and documents. Finalize the hydraulics report.

Deliverables

- Comment Resolutions
- Drainage Plan Sheets
- Drainage Project Documents
- Associated Cost Estimates
- Final Drainage Report
- QC Review and Documentation

4Y1 Prepare/Compile PS&E Review Package

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the PS&E Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- QC Redlines & Checklists
- Comment Resolution Form
- Plan Set Sheets
- Project Cost Estimate
- Special Provisions
- PS&E Review Package

5Y1 Incorporate PS&E Review Comments

Make revisions based on comments made during PS&E Review (4V1).

November 16, 2021

RB&G ENGINEERING, INC.

Jeff Sims, P.E.
Horrocks Engineers
2162 W Grove Parkway #400
Pleasant Grove, Utah 84062

Re: Geotechnical Design Cost Estimate for Potential UTA Betterment
UDOT I-15 Shepard Lane Interchange Project (S-I15-7(340)325 / PIN 15684)

Dear Jeff:

Attached please find our estimated hours and cost to conduct a geotechnical investigation for a 2800-ft long retaining wall between I-15 and UTA Frontrunner near the proposed new I-15 Shepard Lane interchange. We have assumed the investigation would include a total of 220 ft of drilling, consisting of approximately ten borings extending to average depths of about 22 feet. AASHTO guidance for boring spacing along retaining walls is 100 to 200 ft; however, we understand this wall will generally be in the range of 10 to 13 feet high and expect somewhat greater than 200-ft spacing will be acceptable between borings for a wall of this limited height. We do not have detailed information on the precise location of the proposed wall; however, we anticipate a few subsurface investigations already completed for the interchange project can be used to supplement the subsurface investigations completed specifically for this wall.

We have assumed in developing the attached estimate that our field work will be completed outside of railroad right-of-way and off I-15 pavement. We assume the work can be completed during normal daytime working hours without requiring roadway lane closures.

The exact type and number of laboratory tests cannot be completely defined until the field investigations have been completed. The attachment includes budgeting for estimated types and quantities of testing that may be appropriate for the site conditions and materials sampled.

We have also assumed our geotechnical findings and design recommendations can be presented in the geotechnical report for the I-15 Shepard Lane Interchange project and will not require development of a separate report.

We appreciate the continued opportunity to work with UDOT and Horrocks Engineers on this project. Please let me know if you have any questions.

Sincerely,

RB&G ENGINEERING, INC.

S. Robert Johnson

S. Robert Johnson, P.E., Principal

1435 WEST 820 NORTH, PROVO, UTAH 84601-1343
PROVO 801-374-5771 SALT LAKE CITY 801-521-5771 FAX 801-374-5773

WALL CONSULTANT GROUP

Deliverables

- Final Disposition Review Comment Resolution Form
- QC Cover Sheets
- Final Plan Set & Project Documents Package

5Z1 Project Management

The purpose of this activity is for project management over the course of the project modification work. This includes:

Deliverables

- Team project management
- Additional team meetings (three, two-hour meetings assumed)

5Z2 Prepare, Submit, and Process for Advertisement

Prepare project documents for advertisement and submit to UDOT Region for final review.

Deliverables

- Complete Advertising Package including Plans, Specifications, A&D, and Engineer's Estimate

EXHIBIT B COST ESTIMATES

Client	UDOT	Client PM:	Paul Egbert
Project Name	I-15; Shepard Lane Interchange - Mod. 2	Horrocks PM:	Cory Pope
Project Number / PIN	S-I15-7(340)325 / 15684		

HORROCKS ENGINEERS COST PROPOSAL

Contract Modification No. 2

DIRECT LABOR EXPENSES

Name	Position	Hours	Pay Rate ($/hr)	Total Amount
Cory Pope	Project Manager	30	$88.58	$2,657.40
Jeff Sims	Design Manager	50	$87.81	$4,390.50
Jacob Jensen	Utilities	13	$84.10	$1,093.30
Shawn Shuler	Utilities	40	$59.00	$2,360.00
Tanner Sweat	Utilities	34	$39.33	$1,337.22
Kim Hill	CAD Lead	54	$40.80	$2,203.20
Spencer Stephenson	Structures Lead	41	$75.34	$3,088.94
Ben Nelson	Structures Design	45	$45.29	$2,038.05
Matt Heninger	Structures Design	73	$37.82	$2,760.86
Jake Orton	Structures Design	133	$35.08	$4,665.64
Drew Daumueller	Structures Design	8	$58.72	$469.76
Lee Misdom	Structures CAD	96	$44.29	$4,251.84
Ryan Wride	Roadway Lead	86	$74.84	$6,436.24
Jeff Hansen	Roadway Engineer	122	$59.71	$7,284.62
Henrik Burns	Roadway EIT	148	$33.93	$5,021.64
	Total Hours	973		

Labor Subtotal		$50,059.21
Overhead	152.52%	$ 76,350.31
Subtotal		$126,409.52
Fixed Fee	11.50%	$ 14,537.09
Total Labor		**$140,946.61**

DIRECT EXPENSES

DESCRIPTION		QUANTITY	RATE	$ AMOUNT
FCCM (% of Labor)	0.3254%	162	$1.00	$162.00
			Direct Expenses	**$162.00**

SUBCONSULTANT(S) EXPENSE

CRS - Railroad, Support Services	
ICE - Constructbility	
Pierline - Structures Constructability	
RB&G - Geotechnical	$32,563.89
WCG - Drainage	$47,995.84
Total Subconsultant	**$80,559.73**
TOTAL BETTERMENT DESIGN ESTIMATE	**$221,668.34**

EXHIBIT B COST ESTIMATES

Client	UDOT	Client PM:	Paul Egbert
Project Name	I-15; Shepard Lane Interchange - UTA Betterm	Horrocks PM:	Cory Pope
Project Number / PIN	S-I14-7(340)325 / 15684		

RB&G ENGINEERING COST PROPOSAL

DRAFT 10/11/2021

DIRECT LABOR EXPENSES

Name	Position	Hours	Pay Rate ($/hr)	Total Amount
Bradford E Price	Geotech. Engineer VI, PE	1	$61.80	$61.80
S Robert Johnson	Geotech. Engineer V, PE	6	$59.23	$355.38
Kenneth E Cox	Geotech. Engineer IV, PE	0	$47.38	$0.00
Jacob S Price	Geotech. Engineer III, PE	25	$47.00	$1,175.00
Brandon D Horrocks	Geotech. Engineer III, PE	0	$47.00	$0.00
Chris Sanborn	Civil/Geotech. Eng. II, PE	1	$40.43	$40.43
Michael N Hansen	Engineering Geologist, PG	22	$43.00	$946.00
McKay Harper	Staff Geotech. Engineer	6	$32.19	$193.14
Staff Geo Eng (TBD)	Staff Geotech. Engineer	5	$30.90	$154.50
Westan Robertson	Staff Geologist	32	$24.46	$782.72
Jacob E Boone	Geotech. Lab Manager	7	$39.14	$273.98
Lucas Price	Asst. Lab Mgr. / Sr. Tech.	1	$28.84	$28.84
Sandra Neil	Lab Technician III	2	$22.15	$44.30
Adam Kuntz	Soil/Material Technician II	1	$20.60	$20.60
Tyler Hendricks	Soil/Material Technician II	1	$23.69	$23.69
Cody Price	Soil/Material Technician IB	0	$19.06	$0.00
Nyle Sampson	Soil/Material Technician IB	0	$19.06	$0.00
Ryan Eberhard	Soil/Material Technician IB	0	$18.54	$0.00
Troy Day	Soil/Material Technician IA	23	$18.03	$414.69
Jordan Reitz	Soil/Material Technician IA	1	$17.77	$17.77
Haley Beckstrand	Soil/Material Technician IA	2	$16.48	$32.96
Taylor Henderson	Soil/Material Technician IA	0	$16.48	$0.00
Soil/Mat Tech (TBD)	Soil/Material Technician IA	24	$16.48	$395.52
Tom Kern	Geotechnical Driller	20	$29.36	$587.20
Damon Kinder	Geotechnical Driller	24	$19.57	$469.68
Oscar Castro	Driller's Assistant	0	$17.51	$0.00
Jared Rusby	CAD Manager/Designer	0	$39.14	$0.00
Paul Nielson	CAD Drafter	8	$24.72	$197.76
Brandi Lassen	CAD Drafter	0	$22.15	$0.00
Ryan Wilson	Office Manager/Accounting	0	$45.84	$0.00
June Lund	Clerical	2	$23.69	$47.38
	Total Hours	214		

Labor Subtotal			$6,263.34
Overhead	143.96%	$	9,016.70
Subtotal		$	15,280.04
Fixed Fee	11.50%	$	1,757.21
Total Labor		**$**	**17,037.25**

DIRECT EXPENSES

DESCRIPTION		QUANTITY	RATE	$ AMOUNT
Company Vehicle Mileage (mi)		744	$0.560	$416.64
CPT Testing w/ Seismic Est. (ft)		0	$22.00	$0.00
RB&G Drill Rig (hr)		38	$75.00	$2,850.00
RB&G Drill Support Truck (days)		4	$50.00	$200.00
Water Trailer or Similar (days)		4	$40.00	$160.00
Drilling Supplies Est.		1	$200.00	$200.00
Temp. Piezometer Materials Est.		1	$100.00	$100.00
Site Access Est.		0	$500.00	$0.00
Traffic Control Est.		1	$3,500.00	$3,500.00
Gradation Test - 1" minus (ea)		22	$75.00	$1,650.00
Gradation - #200 wash only (ea)		11	$50.00	$550.00
Atterberg Limits Test (ea)		18	$75.00	$1,350.00
Soil Moisture & Density (ea)		10	$20.00	$200.00
pH Test (ea)		2	$20.00	$40.00
Resistivity Test (ea)		2	$40.00	$80.00
Sulfate Test (ea)		2	$30.00	$60.00
Chloride Test (ea)		2	$30.00	$60.00
Soluble Salts Test (ea)		2	$55.00	$110.00
Hydrometer Test (ea)		10	$75.00	$750.00
Consolidation Test (ea)		15	$100.00	$1,500.00
UU Triaxial Compression (ea)		15	$100.00	$1,500.00
CU Triaxial Compression (ea)		0	$750.00	$0.00
Direct Shear Test (ea)		1	$250.00	$250.00
Proctor - 4-5 pts (ea)		0	$125.00	$0.00
CBR - 1-pt (ea)		0	$125.00	$0.00
			Direct Expenses	**$15,526.64**

SUBCONSULTANT(S) EXPENSE

	$0.00
	$0.00
Total Subconsultant	**$0.00**
TOTAL PROJECT COST	**$ 32,563.89**

EXHIBIT B COST ESTIMATES

Project Name: I-15; Shepard Lane Interchange
PIN: 15684 Project #: S-I15-7(340)325
Contract Modification #2

WALL CONSULTANT GROUP

			WCG Project Manager & Liaison	QA Engineer	WCG Project Engineer	Drainage Lead Engineer	Drainage Engineer	Drainage QC Engineer	Project Administration	HOURS PER TASK	UNIT PRICE COST PER TASK
			Dan Young	Brent Schvaneveldt	Dave Lehman	Ben Williams	Andrew Beene	Cathy Romero	Lori Brainard		
		RATE	$ 84.84	$ 76.73	$ 65.76	$ 58.06	$ 49.11	$ 59.59	$ 41.48		
		TASK DESCRIPTION:				*LABOR HOURS:*					
1Q1		Assess Existing Roadway Drainage Conditions									
	1	Field Review (Two anticipated)			5	10		10		25	$ 1,505.30
	2	Gather As-Built Information				4	4			8	$ 428.68
	3	Meet with UTA and Maintenance Personnel (Coordination after field reviews)			2	4	4			10	$ 560.70
	4	Develop Drainage Design Criteria				5				5	$ 290.30
	5	Preliminary Drainage Concept				4	5			9	$ 477.79
	6	Preliminary Drainage Estimate				2	2			4	$ 214.34
	7	Preliminary Drainage Summary				2	2			4	$ 214.34
	8	QC and Checklists			2			3		5	$ 310.29
1Y2		Prepare/Compile Scoping Review Package								0	$ -
1V2		Scoping Meeting								0	$ -
2Q1		Develop Initial Roadway Drainage									
	1	Hydrologic analysis for SD				2	7			9	$ 459.89
	2	Hydraulic analysis of SD				2	5			7	$ 361.67
	3	Hydroplaning analysis (NA)								0	$ -
	4	Preliminary pond grading and outlet design (0 ponds)								0	$ -
	7	Preliminary drainage layout				2	8			10	$ 509.00
	8	Survey requests and coordination with survey team								0	$ -
	9	Conflict analysis and coordiantion with utility team				5	2			7	$ 388.52
	10	Geometry drainage cost estimate				3				3	$ 174.18
	11	QC and checklist			2			4		6	$ 360.88
2Y1		Prepare/Compile Geometry Review Package								0	$ -
2V1		Geometry Review Meeting								0	$ -
3Q1		Complete Roadway Drainage Plans									
	1	Address Geometry Review comments				2	4			6	$ 312.56
	2	Finalize hydraulic analysis SD pipes				2	10			12	$ 607.22
	3	Finalize ditch hydraulics				2	8			10	$ 509.00
	4	Finalize inlet analysis				2	6			8	$ 410.78
	5	Finalize pond design (0 ponds)								0	$ -
	6	Complete culvert design								0	$ -
	7	Utility conflict resolution				5	3			8	$ 437.63
	8	PIH drainage plan and profile sheets				1	5			6	$ 303.61
	9	PIH drainage cost estimate				2	4			6	$ 312.56
	10	QC and checklist			4			5		9	$ 560.99
4A1		Complete Erosion & Sediment Control Plans and Documents									
	1	Design erosion and sediment control				3	1			4	$ 223.79
	2	EC plan sheets				1	1			2	$ 107.17
	3	EC detail sheets								0	$ -
	4	EC summary sheets				1	1			2	$ 107.17
	5	EC cost estimate				1	1			2	$ 107.17
	6	EC specs and SWPPP				3	1			4	$ 223.79
	7	QC and checklist			2			2		4	$ 250.70
4Q1		Complete Roadway Drainage Plan Sheets & Documents									
	1	Address PIH Review comments				3	7			10	$ 517.95
	2	Update drainage design				2	10			12	$ 607.22
	3	PS&E drainage plan and profile sheets				2	8			10	$ 509.00
	4	Drainage detail sheets				3	20			23	$ 1,156.38
	5	Drainage summary sheets				2	6			8	$ 410.78
	6	PS&E drainage cost estimate				2	4			6	$ 312.56
	7	Drainage specs				2	5			7	$ 361.67
	8	Drainage report				2	6			8	$ 410.78
	9	Water quality documentation					4			4	$ 196.44
	10	QC and checklist			8			5		13	$ 824.03
4Y1		Prepare/Compile PS&E Review Package	2		2	2	5	3		14	$ 841.64
4V1		PS&E Review Meeting (Combined with Shepard Lane)								0	$ -
5Y1		Incorporate PS&E Review Comments				3	7			10	$ 517.95
5V1		Comment Resolution Review Meeting (Combined with Shepard Lane)								0	$ -
5Z2		Prepare, Submit, and Process for Advertisement				1	3	1		5	$ 264.98
5Z1		Project Management (Most meetings to be combined with Shepard Lane)									
	1	Additional Team Meetings (three two-hour meetings anticipated)	6			6		4		16	$ 1,095.76
	2	Additional Project Management	5							5	$ 424.20
										346	
		TOTAL LABOR HOURS	13	0	27	100	169	37	0	346	

Direct Expenses Summary

	Quantity	Rate	Direct Expenses	Sub-Consultants
Mileage *	285	$ 0.560	$159.60	
11 x 17(B&W)	0	$ 0.200	$0.00	
11 x 17(Color)	0	$ 0.750	$0.00	
8.5 x 11 (B&W)	0	$ 0.100	$0.00	
8.5 x 11 (Color)	0	$ 0.500	$0.00	
Total Direct Expenses			$159.60	$ -

Direct WCG Labor	$19,188.86
Overhead 123.58%	$23,713.59
Fixed Fee 11.5%	$4,933.78
Total WCG Labor	$47,836.24
Direct Expenses	$159.60
Sub-Consultants	$0.00
GRAND TOTAL	**$47,995.84**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	David Hancock, Acting Chief Service Development Officer
PRESENTER(S):	Todd Provost, Capital Development Director Janelle Robertson, Project Manager

TITLE:

Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (HDR Engineering, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize Executive Director to execute the task order and associated disbursements for FrontRunner Forward Environmental Services Contract Task Order No. 01 with HDR Engineering, Inc. in the amount of $1,386,505

BACKGROUND:
UTA has identified sections of double tracking as a part of the Initial Investment Plan to improve FrontRunner speed and frequency. These identified projects must move through the environmental and preliminary design as a next step to keep the FrontRunner Forward Program moving.

The pool of qualified environmental consultants was selected and allows UTA to advance quickly into the environmental work once the investments/improvements are identified. The Board of Trustees approved a master task ordering agreement with HDR Engineering, Inc. on January 12, 2022.

UTA desires to execute a Task Order with HDR Engineering, Inc. to provide environmental study and preliminary design services for FrontRunner Forward Initial Investment Projects Package 1.

DISCUSSION:
This contract amendment is to approve Task Order No. 1 with HDR Engineering, Inc. to provide environmental professional services to advance FrontRunner improvements through environmental study and preliminary design. This includes the design needed to continue coordination with Union Pacific Railroad in order to advance to an agreement with them. Package #1 includes the following segments:

- Warm Springs (0.9 miles)
- South of Salt Lake segment (2.1 miles)

- South of Murray segment (1.5 miles)
- Draper segment (3.1 miles)
- Beck Yard (1.6 miles)

CONTRACT SUMMARY:

Contractor Name:	HDR Engineering, Inc.
Contract Number:	21-034962VW-1
Base Contract Effective Dates:	Task Order No. 1 Period of Performance: January 27, 2022 - December 31, 2022
Extended Contract Dates:	NA
Existing Contract Value:	$0
Amendment Amount:	$1,386,504.93
New/Total Amount Contract Value:	$1,386,504.93
Procurement Method:	RFQu Pool Services Task Order
Funding Sources:	State Funding

ALTERNATIVES:

UTA could decide to not approve a contract with HDR Engineering, Inc. This decision would delay the initiation of preliminary design and environmental studies for the initial investment projects identified by UTA. This would make it difficult to advance the initial investment projects to construction as quickly as possible.

FISCAL IMPACT:

The budget for environmental services pool consultant is included in the 2022 annual capital budget.

ATTACHMENTS:

Task Order No. 1 Agreement

TASK ORDER NO. 01

TASK ORDER NAME: FRONT RUNNER FORWARD ENVIRONMENTAL STUDIES PACKAGE NO. 01

PROJECT CODE: MSP252 – FR Double Track

This is Task Order No. 01 to the FrontRunner Forward On-Call Environmental Study Contract entered into by and between Utah Transit Authority (UTA) and HDR Engineering, Inc. (Contractor) as of January 12, 2022.

This Task Order is part of the Front Runner Forward On Call Environmental Study Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, fee, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order No. 01 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Completion Date for this Task is 12/31/2022

3.0 FEE

The price for this task order is a not to exceed $1,386,504.93. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the FrontRunner Forward Environmental Study Pool Consultant Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Mary DeLoretto, Interim Executive Director Date
> $100,000

By: _____
David Hancock, Interim Chief Service Dvlpmt. Ofc. Date
< 100,000

By: _____
Todd Provost, Dir. of Capital Development Date
< $50,000

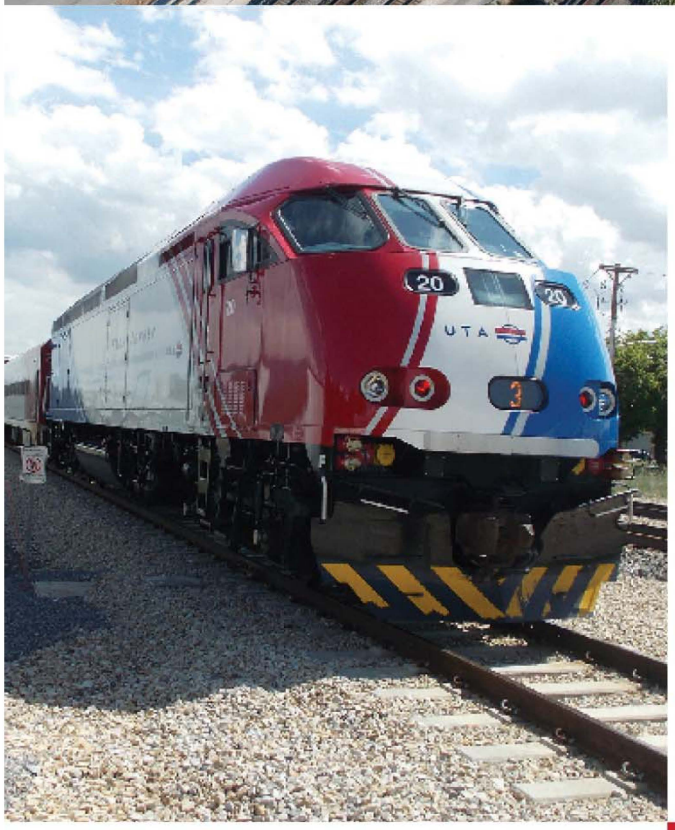
By: _____
Janelle Robertson, Project Manager Date
< $10,000

DocuSigned by:
Michael Bell
Legal Review 1/20/2022 Procurement Review

HDR ENGINEERING, INC.:

By: Brent W. Jensen
Brent W. Jensen, Senior Vice President

Date: January 18, 2022



Task Order Scope of Work

FRF Environmental Studies Package #1

Utah Transit Authority

December 16, 2021

Contents

Executive Summary

Overview. HDR Engineering, Inc. was requested to submit a scope and fee for preparation of environmental studies and preliminary designs for FrontRunner Forward (FRF) Environmental Studies Package #1. Package #1 consists of the following FrontRunner Forward double track improvements projects:

Double Track Segments	Length	HDR Scope of Work	
		Environmental Study	Preliminary Design
Warm Springs (Task 2)	0.9	Categorical Exclusion	Preliminary design (approximately 30%)
South of Salt Lake (Task 3)	2.1	Categorical Exclusion	Preliminary design (approximately 30%)
South of Murray (Task 4)	1.5	Categorical Exclusion	Preliminary design (approximately 30%)
Draper (Task 5)	3.1	Categorical Exclusion	Preliminary design (approximately 30%)
Beck Yard	1.6	Categorical Exclusion	-None-

Project Understanding. The HDR team will work with UTA and the Frontrunner Forward Program Management Services Consultant (PMSC) to accomplish preliminary design work and environmental services for the project in accordance with National Environmental Policy Act (NEPA) and U.S. Department of Transportation (USDOT) and Federal Transit Authority (FTA) requirements. HDR will provide the necessary professional engineers, planners, scientists, architects, MicroStation operators, and other staff and professional and technical skills, materials, supplies, and other services, to complete this scope of work.

Major elements of work under this contract will include the following items:

- Project management
- Reviews and analyses for NEPA
- Preparation of five Categorical Exclusion (CE) documents using FTA Region 8's 2020 CE Worksheet and instructions as the template and guidelines
- Documentation of records and decision making
- Preliminary engineering to support environmental analysis
- Public outreach support (outreach conducted by UTA and PMSC)
- Union Pacific coordination support (coordination conducted by UTA and PMSC)

The result of this effort will be engineering design to a level (approximately 30%) that will allow the HDR team to complete each CE worksheet, assist the UTA PMSC with public involvement and outreach in support of the CE, assist UTA with obtaining the appropriate level of agency approval in

accordance with NEPA, and advance the conceptual preliminary engineering to use in developing a target price for construction. UTA has indicated that tasks might be refined as the contract progresses. If there is a net increase in the cost of the work because of these refinements, a contract amendment will be executed between UTA and HDR. Necessary out-of-scope work will be identified by the HDR team and communicated to the UTA Project Manager, written authorization will be obtained from UTA prior to performing the work.

Overall Assumptions:

- **Preliminary Design/Engineering.** A conceptual configuration layout will be provided to HDR by the UTA PMSC. HDR will advance the configuration layout to an approximately 30% level of design.
- **Survey and Mapping.** The UTA PMSC will provide all survey and mapping to HDR.
- **Union Pacific Railroad Coordination.** UTA and the PMSC will lead coordination with Union Pacific. All coordination and communication with Union Pacific will be through the UTA Project Manager and PMSC. HDR will provide exhibits and graphics as quantified in the individual segment task scopes below.
- **Public Outreach.** The UTA PMSC will lead public outreach. HDR will support the PMSC as required such as preparing exhibits, data, graphics, and information for public meetings as quantified in the individual segment task scopes below.

Project Unknowns. The tasks listed in this scope of work are necessary for the completion of this contract. Future agency or public comments could require additional work. Each task below includes assumptions related to the work required to complete the CE worksheets. For HDR to meet the schedules for each CE set forth by UTA in their Technical Memoranda, prompt reviews by UTA, the PMSC, and FTA are necessary.

Schedule. Schedules for each CE and associated engineering will be developed within the first month after NTP but are not anticipated to take longer than is shown in each CE's respective technical memorandum schedule provided by UTA. Engineering will be advanced to the first submittal to UTA/UPRR as quickly as possible and anticipated submittal dates will be provided once all data is received from UTA.

Fee Type. The fee uses rates provided in the contract plus direct expenses.

Scope of Work

Task 1: Project Management, Administration, and Coordination

A. Description of Activity

This activity provides overall direction for the tasks included in the FRF Environmental Studies Package #1. The HDR team project manager will be responsible for team coordination, implementation of quality-control measures, project reporting to UTA, project documentation, and overall performance of the project. The HDR team project manager will develop a communication strategy to streamline meetings and minimize time commitment, while facilitating input where necessary. The tasks for this activity include the following:

- Prepare monthly progress reports summarizing work completed for the month and anticipated work for the following period (18 progress reports assumed)
- Oversee allocation and delegation of authorized work in accordance with the established work plan and track overall completion of work progress
- Prepare a quality control (QC) plan and quality assurance (QA) compliance procedures
- Administer project costs, invoicing, and schedule control
- Coordinate with UTA and the PMSC project manager and PMSC team through bi-monthly team meetings (36 meetings assumed)

B. Assumptions

- The UTA-approved QC plan will establish procedures and requirements to be followed by the project team in the preparation of quality documents. The QC plan will describe the responsibilities and procedures that will apply to deliverables prior to submittal.
- The HDR team will use UTA project CAD standards as well as standard formats for technical reports and memoranda and will utilize current UTA document-control procedures.
- Design will meet the appropriate UTA design standards. Standards to be used INCLUDE UTA Commuter Rail Design Criteria, AREMA *Manual for Railway Engineering*, FRA (including 49 CRF 200 series), AASHTO, MUTCD, and UDOT and individual municipalities as necessary.
- The administrative record will file and organize pertinent project events, communications, and documentation. The administrative record will capture NEPA decisions and will be kept in electronic format with a searchable database.

C. Work Products

- Bi-Monthly meetings or workshops
- Monthly progress reports
- Monthly invoices

- Meeting notes
- QA/QC plan
- Schedule updates
- USB drive copy of administrative record with searchable database

Task 2: Environmental Study for UTA Double Track Segment – Warm Springs

A. Proposed personnel:

Project Manager: Heidi Spoor

Environmental Lead: Heidi Spoor

Design Lead: Travis Colledge

Support Staff: shown in Cost Estimate

B. Scope of Services.

2.1 Preliminary Design/Engineering

HDR will prepare preliminary (30%) design. A conceptual configuration layout will be provided to HDR by the PMSC. HDR will advance the conceptual configuration to a design level to conduct the environmental resource impact review required for the environmental document, and to estimate quantities and costs. Preliminary engineering will include:

- Rail and special trackwork as described in the Warm Springs segment tech memo and shown in the accompanying exhibit
- Layout of ballast walls or small retaining walls if required for new track profiles and grading
- Geotechnical field sampling, analysis, and report preparation
- Track drainage design for new and relocated tracks
- Utilities impact evaluation and conceptual disposition based on the conceptual track design
- Civil and site development design
- At-grade crossings
- Right-of-way analysis and design as described in the Warm Springs segment tech memo and shown in the accompanying exhibit
- Conceptual signal quantities to support the track design

2.2 Environmental Services.

HDR will conduct environmental activities and prepare the CE Worksheet for the double tracking project segment, including the following:

- HDR will conduct environmental resource impact review and documentation required to obtain a FTA approved NEPA document including field work,

mapping, and reporting. This is anticipated to include completing the FTA CE worksheet. This is anticipated to consist of two review cycles by UTA and FTA.

- HDR will perform surveys and studies to support Section 106 and Section 4(f) requirements. Section 106 agency consultation will be conducted by FTA. HDR will assist UTA with Section106 documentation.
- HDR will prepare map set showing surveyed environmental resources in the project area. HDR will submit GIS layers to UTA at the conclusion of the projects.
- HDR will prepare a table summarizing required mitigations and anticipated environmental permits for each project.

2.3 Public Outreach Support. HDR will support PMSC with documents, information, data, orgraphics. Support limited to hours provided in the attached cost estimate.

2.4 Union Pacific Railroad Coordination Support. HDR will prepare plans and exhibits in accordance with Union Pacific standards and criteria.

2.5 Quantities and Cost Estimate. HDR will prepare a quantity and cost estimate. Quantitytake-offs and estimates shall be coordinated with UTA and should be based on FTA's Standard Cost Codes (SCC).

C. Assumptions

- **Preliminary Design/Engineering**
  - Design drawings and existing base design files will be developed in MicroStation using UTA standard formats.
  - UTA will provide all CAD files used to create the exhibits for each conceptual tech memo
  - The HDR team will prepare preliminary design plans in support of the CE. The scope assumes the preliminary engineering will not deviate from the concept shown in the Warm Springs Segment tech memo and accompanying exhibit. The following design is included:
    - Track -
      - Plan and profile sheets at 1”=40’ scale
      - Typical Sections
      - Special trackwork called out on plan sheets
      - Level of effort assumes UTA MoW will approve the design exceptions noted in the Warm Springs tech memo and PSMC will coordinate approvals with UTA
    - Grading plans to support the track design (cut and fill lines and minor ballast wall or retaining structure layout, if required)
    - Conceptual drainage design shown on the track plan and profile sheets
    - Site/Civil conceptual plans

- UTA and UPRR facilities
- ROW impacts as noted in the Warm Springs tech memo and accompanying exhibit
- Detailed yard facilities design is not included

- Grade crossing design will be conceptual in support of track plan and profile
  - Diagnostic/surveillance review with UDOT will be conducted during the beginning of design phase
- Conceptual utility impact analysis and disposition shown on Site/Civil plans
  - One (1) Overhead power pole in rail yard
  - UDOT fiber line along east side of property (1,000 LF)
  - Review the initial utility information from UTA/PMSC for 30% effort will be to update mapping from Front Runner South based or utility company mapping (assumed to be ASCE 38-02 Level D designations)
  - 1 contact with each utility company to verify impact and mitigation effort
  - Conflict matrix will be provided
  - 1 virtual meeting per utility company
    - Assumed 10 companies for 2 hours w/minutes; HDR team will update the existing utility file from UTA/PSMC based activities from this task
- No structures except for minor retaining structure included in grading plans
- Geotechnical
  - **See attached Geostrata scope for Geotechnical tasks**
- Signal
  - **See attached PRE scope for Signal tasks**

- Union Pacific Railroad coordination led by PMSC. The following HDR efforts are included in the scope:
  - HDR team will provide exhibits and plans in accordance with UPRR criteria
  - One submittal of preliminary design plans as scoped above
  - One follow-up submittal including revisions based on UPRR comments
  - One set of constructability exhibits based on the sequence presented in the Warm Springs segment tech memo
  - Five (5) miscellaneous exhibits (11x17) as requested by UPRR through PMSC
  - Level of effort proposed assumes UPRR will approve the concept presented in the Warm Springs tech memo and accompanying exhibit

- **Environmental Services**
  - **Categorical Exclusion.** Technical Analysis and preparation of FTA Region 8's Categorical Exclusion (CE) Work Sheet will be prepared. FTA Region 8 CE Worksheet Instructions and Environmental Resources Information guidance will be followed for individual resource studies. HDR staff will work with UTA, the PMSC, and local resource agency staff, if necessary, on identification of issues and analysis related to the various topics listed below under Work Products.

    Field work will be conducted for necessary resources including:

    - **Noise.** The HDR team will conduct a general noise and vibration assessment and will prepare a technical report. The analysis and report will be prepared using methods and guidelines specified in FTA's Transit Noise and Vibration Impact Assessment (2018).
      - We assume that a general assessment will suffice per UTA's Evaluation Matrix which notes that no major impacts are anticipated to adjacent neighborhoods and because this is an industrial area.
      - If FTA does not agree with this approach, HDR will address any out-of-scope work necessary to conduct a more-detailed noise and vibration assessment with UTA and the PMSC prior to performing the work.
    - **Air Quality.** The HDR team will describe impacts to air quality both qualitatively and quantitatively. The air quality analysis will include a conformity analysis, analysis of Greenhouse Gas (GHG) emissions, and will evaluate and quantify impacts to criteria pollutants. If FTA does not agree with this approach or it is determined that a hot spot analysis for carbon monoxide is required, additional work will be conducted under a contract modification.
    - **Historic Properties and Section 106 Consultation. See Certus Environmental Solutions' scope for Section 106 consultation and historic properties assessment tasks.**
      - The HDR team will prepare Section 106 consultation materials and historic resources technical reports describing the methods, results, and National Register recommendations for the architectural and archaeological surveys.
      - The HDR team will draft a letter for FTA submittal to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence with the APE, and drafting letters for FTA's use inviting consulting parties to participate in the Section 106 review process. Subconsultant Certus Environmental Solutions will identify potential consulting parties and federally recognized tribes for consultation and will draft consultation letters for review and submission by FTA. Certus will also assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.

- No separate 4(f) evaluation will be required.

- **Hazardous Materials.** No Phase I or Phase II Environmental Site Assessment (ESA) will be completed as part of the CE. HDR will perform a desktop search of applicable environmental databases, assess the likelihood of encountering contaminated soils or groundwater, specify the potential nature of contamination at sites identified in environmental databases, and define appropriate mitigation measures that could be implemented prior to construction.
- **Ecosystem Resources.** The HDR team will describe the existing wetlands, wildlife, vegetation, wildlife habitat, and threatened and endangered species in the study area. The resources will be combined to provide a description of the ecosystem.
    - A field survey of the study area will be conducted to document wildlife and vegetation in the corridor. The field survey will include a review for threatened and endangered species based on lists from the U.S. Fish and Wildlife Service (USFWS) and from the Utah Natural Heritage Program database.
    - A map will be prepared in GIS that shows habitat and vegetation types and locations of wetland and threatened and endangered species.
    - Consultation with USFWS, Corps, and Utah Division of Wildlife Resources will be conducted to develop methodologies, obtain data, and develop mitigation measures if necessary.
- **Wetlands and Waters of the United States.** Any existing wetland data will be obtained from the U.S. Army Corps of Engineers (Corps) and National Wetlands Inventory (NWI) maps. A wetland survey will be conducted and, if wetlands are found, a formal delineation of wetlands will be conducted, and applicable reports will be prepared under a contract modification.
    - If necessary, coordination with the Corps will be conducted regarding wetland impacts and likely Clean Water Act Section 404 permits required. No individual permit applications or pre-construction notifications for nationwide permits are included. If required, a conceptual wetland mitigation approach will be developed, but it will be preliminary and will not include any final design.

- **Mitigation and Environmental Permits.** The HDR team will clearly identify, in a mitigation table, the next steps that would need to be taken during final design, mitigation commitments, and anticipated required permits. The approach will be to obtain agreement from the agencies regarding what permits are required and which are not, under what conditions they are required, and what mitigation might be required in the permit.
- **Administrative Record.** The final project files will be delivered in electronic format with a database identifying material in the file. The electronic database can be searched to find records.

- **Public Outreach Support.** HDR will support the PMSC via person hours and collateral including documents, information, data, or graphics.

D. Work Products

- Preliminary Engineering to support the CE
  - Preliminary design plans as described in assumptions above
  - Utility conflict matrix
- UPRR Coordination materials as described in the assumptions above
- Public outreach support
  - Meeting invitation and 3 staff attendance for one (1) public meeting
  - Display materials for the meeting including maps, including up to six display boards and one set of aerials (optional)
- Draft and final CE Worksheet along with appropriate technical analyses and supporting figures and appendices
- Section 106 consultation materials and a Historic Resources Technical Report describing the methods, results, and National Register recommendations for the architectural and archaeological surveys will be prepared
- Map set showing surveyed environmental resources in the project area
- Mitigation and permits table(s)
- Electronic copy of administrative draft CE for internal review by UTA, PMSC, and FTA
- Comment/response matrix that responds to UTA, PMSC, and FTA comments on administrative draft CE
- Electronic copy of final CE for submission to FTA for approval and signature
- Composite utility identification and avoidance/protection/relocation information to be included in a utility report
- Preliminary quantity estimates and costs from engineering tasks
- Electronic format (DVD) administrative record(s), including GIS layers used for mapping

Task 3: Environmental Study for UTA Double Track Segment – South of Salt Lake

A. Proposed personnel:

Project Manager: Heidi Spoor

Environmental Lead: Audrey Unger

Design Lead: Travis Colledge

Support Staff: shown in Cost Estimate

B. Scope of Services.

3.1 Preliminary Design/Engineering

HDR will prepare preliminary (30%) design. A conceptual configuration layout will be provided to HDR by the PMSC. HDR will advance the conceptual configuration to a design level to conduct the environmental resource impact review required for the environmental document, and to estimate quantities and costs. Preliminary engineering will include:

- Rail and special trackwork as described in the South of Salt Lake segment tech memo and shown in the accompanying exhibit
- Structural design including proposed Mill Creek bridges and layout of ballast walls or small retaining walls if required for new track profiles and grading
- Geotechnical field sampling, analysis, and report preparation
- Track drainage design for new and relocated tracks
- Utilities impact evaluation and conceptual disposition based on the conceptual track design
- Civil and site development design
- At-grade crossings
- Right-of-way analysis and design as described in the South of Salt Lake segment tech memo and shown in the accompanying exhibit
- Conceptual signal quantities to support the track design

3.2 Environmental Services.

HDR will conduct environmental activities and prepare the CE worksheet for the double tracking project segment, including the following:

- HDR will conduct environmental resource impact review and documentation required to obtain a FTA approved NEPA document including field work, mapping, and reporting. This is anticipated to includecompleting the FTA CE worksheet. This is anticipated to consist oftwo review cycles by UTA and FTA.
- HDR will perform surveys and studies to support Section 106 and Section 4(f) requirements. Section 106agency consultation will be conducted by FTA. HDR will assist UTA with Section106 documentation.
- HDR will prepare map set showing surveyed environmental resources in the project area. HDR will submit GIS layers to UTA at the conclusion of the projects.
- HDR will prepare a table summarizing required mitigations and anticipated environmental permits for each project.

3.3 Public Outreach Support. HDR will support PMSC with documents, information, data, orgraphics. Support limited to hours provided in the cost estimate.

3.4 Union Pacific Railroad Coordination Support. HDR will prepare plans and exhibits in accordance with Union Pacific standards and criteria. PMSC will submit plans to and coordinatewith Union Pacific Railroad.

3.5 Quantities and Cost Estimate. HDR will prepare a quantity and cost estimate. Quantitytake-offs and estimates shall be coordinated with UTA and should be based on FTA's Standard Cost Codes (SCC).

C. Assumptions

- **Preliminary Design/Engineering**
  - Design drawings and existing base design files will be developed in MicroStation using UTA standard formats
  - UTA will provide all CAD files used to create the exhibits for each conceptual tech memo
  - The HDR team will prepare preliminary design plans in support of the CE. The scope assumes the preliminary engineering will not deviate from the concept shown in the South of Salt Lake Tech Memo and accompanying exhibit. The following design is included:
    - Track
      - Plan and profile plans at 1”=40’ scale
      - Typical sections
      - Special trackwork called out on plan sheets
    - Grading plans to support the track design (cut and fill lines and minor ballast wall or retaining structure layout, if required)
    - Conceptual drainage design shown on the track plan and profile sheets
    - Grade crossing design will be conceptual in support of track plan and profile
      - Diagnostic/surveillance review with UDOT will be conducted during the beginning of design phase
    - Conceptual utility impact analysis and disposition shown on rail plan sheets
      - Mt. Olympus 42” sewer line crossing casing at Sta 22410+50, potential need to extend casing
    - Structures – Preliminary engineering for new bridges over Mill Creek as shown in South of Salt Lake tech memo exhibit
      - Two single track bridges (one for proposed UTA Track #2 and one for relocated UPRR ML 2
      - Situation & Layout and typical section for each bridge
    - Geotechnical
      - **See attached Geostrata scope for Geotechnical tasks.**
    - Signal

- **See attached PRE scope for Signal tasks.**

- Union Pacific Railroad coordination led by PMSC. The following HDR efforts are included in the scope:
  - HDR team will provide exhibits and plans in accordance with UPRR criteria
  - One submittal of preliminary design plans as scoped above
  - One follow-up submittal including revisions based on UPRR comments
  - One set of constructability exhibits based on the sequence presented in the South of Salt Lake segment tech memo
  - Five (5) miscellaneous exhibits (11x17) as requested by UPRR through PSMC
  - Level of effort proposed assumes UPRR will approve the concept presented in the South of Salt Lake segment tech memo and accompanying exhibit

- **Environmental Services**
  - **Categorical Exclusion.** Technical Analysis and preparation of FTA Region 8's CE Work Sheet will be prepared. FTA Region 8 CE Worksheet Instructions and Environmental Resources Information guidance will be followed for individual resource studies. HDR staff will work with UTA, the PMSC, and local agency staff, if necessary, on identification of issues and analysis related to the various topics listed below under Work Products.

    Field work will be conducted for resources including:

    - **Noise.** The HDR team will conduct a general noise and vibration assessment and will prepare a technical report. The analysis and report will be prepared using methods and guidelines specified in FTA's Transit Noise and Vibration Impact Assessment (2018).
      - We assume that a general assessment will suffice per UTA's Evaluation Matrix which notes that no major impacts are anticipated to adjacent neighborhoods and because this is an industrial area.
      - If FTA does not agree with this approach, HDR will address any out-of-scope work necessary to conduct a more-detailed noise and vibration assessment with UTA and the PMSC prior to performing the work.
    - **Air Quality.** The HDR team will describe impacts to air quality both qualitatively and quantitatively. The air quality analysis will include a conformity analysis, analysis of Greenhouse Gas (GHG) emissions, and will evaluate and quantify impacts to criteria pollutants. If FTA does not agree with this approach or it is determined that a hot spot analysis for carbon monoxide is required, additional work will be conducted under a contract modification.
    - **Historic Properties and Section 106 Consultation**. **See Certus Environmental Solutions' scope for Section 106 consultation and historic properties assessment tasks.**

- The HDR team will prepare Section 106 consultation materials and historic resources technical reports describing the methods, results, and National Register recommendations for the architectural and archaeological surveys.
- The HDR team will draft a letter for FTA submittal to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence with the APE, and drafting letters for FTA's use inviting consulting parties to participate in the Section 106 review process. Subconsultant Certus Environmental Solutions will identify potential consulting parties and federally recognized tribes for consultation and will draft consultation letters for review and submission by FTA. Certus will also assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.
- No separate 4(f) evaluation will be required.

- **Hazardous Materials**. No Phase I or Phase II Environmental Site Assessment (ESA) will be completed as part of the CE. HDR will perform a desktop search of applicable environmental databases, assess the likelihood of encountering contaminated soils or groundwater, specify the potential nature of contamination at sites identified in environmental databases, and define appropriate mitigation measures that could be implemented prior to construction.
- **Ecosystem Resources.** The HDR team will describe the existing wetlands, wildlife, vegetation, wildlife habitat, and threatened and endangered species in the study area. The resources will be combined to provide a description of the ecosystem.
  - A field survey of the study area will be conducted to document wildlife and vegetation in the corridor. The field survey will include a review for threatened and endangered species based on lists from the U.S. Fish and Wildlife Service (USFWS) and from the Utah Natural Heritage Program database.
  - A map will be prepared in GIS that shows habitat and vegetation types and locations of wetland and threatened and endangered species.
  - Consultation with USFWS, Corps, and Utah Division of Wildlife Resources will be conducted to develop methodologies, obtain data, and develop mitigation measures if necessary.
- **Wetlands and Waters of the United States.** Existing wetland data will be obtained from the U.S. Army Corps of Engineers (Corps) and National Wetlands Inventory (NWI) maps. A wetland survey will be conducted and, if wetlands are found, a formal delineation of wetlands will be conducted, and applicable reports will be prepared under a contract modification.

- If necessary, coordination with the Corps will be conducted regarding wetland impacts and likely Clean Water Act Section 404 permits required. No individual permit applications or pre-construction notifications for nationwide permits are included. If required, a conceptual wetland mitigation approach will be developed, but it will be preliminary and will not include any final design.

  - **Mitigation and Environmental Permits.** The HDR team will clearly identify, in a mitigation table, the next steps that would need to be taken during final design, mitigation commitments, and anticipated required permits. The approach will be to obtain agreement from the agencies regarding what permits are required and which are not, under what conditions they are required, and what mitigation might be required in the permit.

  - **Administrative Record**. The final project files will be delivered in electronic format with a database identifying material in the file. The electronic database can be searched to find records.

- **Public Outreach Support.** HDR will support the PMSC via person hours and collateral including documents, information, data, or graphics.

D. Work Products

- Preliminary Engineering to support the CE
  - Preliminary design plans as described in the assumptions above
  - Utility conflict matrix
- UPRR coordination materials as described in the assumptions above
- Public outreach support
  - Meeting invitation and 3 staff in attendance for one (1) public meeting
  - Display materials for the meeting including maps, including up to six display boards and one set of aerials
- Draft and final CE Worksheet along with appropriate technical analyses and supporting figures and appendices
- Section 106 consultation materials and a Historic Resources Technical Report describing the methods, results, and National Register recommendations for the architectural and archaeological surveys will be prepared
- Map set showing surveyed environmental resources in the project area
- Mitigation and permits table(s)
- Electronic copy of administrative draft CE for internal review by UTA, PMSC, and FTA
- Comment/response matrix that responds to UTA, PMSC, and FTA comments on administrative draft CE
- Electronic copy of final CE for submission to FTA for approval and signature

- Composite utility identification and avoidance/protection/relocation information to be included in a utility report
- Preliminary quantity estimates and costs from engineering tasks
- Electronic format (DVD) administrative record(s), including GIS layers used for mapping

Task 4: Environmental Study for UTA Double Track Segment – Murray

A. Proposed personnel:

Project Manager: Heidi Spoor

Environmental Lead: Audrey Unger

Design Lead: David McCune

Support Staff: shown in Cost Estimate

B. Scope of Services.

4.1 Preliminary Design/Engineering

HDR will prepare preliminary (30%) design. A conceptual configuration layout will be provided to HDR by the PMSC. HDR will advance the conceptual configuration to a design level to conduct the environmental resource impact review required for the environmental document, and to estimate quantities and costs. Preliminary engineering will include:

- Rail and special trackwork as described in the Murray segment tech memo and shown in the accompanying exhibit
- Structural design including proposed UTA Track #1 bridge and layout of ballast walls or small retaining walls if required for new track profiles and grading
- Geotechnical field sampling, analysis, and report preparation
- Track drainage design for new and relocated tracks
- Utilities impact evaluation and conceptual disposition based on the conceptual track design
- Civil and site development design
- At-grade crossings
- Right-of-way analysis and design as described in the Warm Springs segment tech memo and shown in the accompanying exhibit
- Conceptual signal quantities to support the track design

4.2 Environmental Services.

HDR will conduct environmental activities and prepare the CE worksheet for the double tracking project segment, including the following:

- HDR will conduct environmental resource impact review and documentation required to obtain a FTA approved NEPA document including field work,

mapping, and reporting. This is anticipated to include completing the FTA CE worksheet. This is anticipated to consist of two review cycles by UTA and FTA.

- HDR will perform surveys and studies to support Section 106 and Section 4(f) requirements. Section 106 agency consultation will be conducted by FTA. HDR will assist UTA with Section106 documentation.
- HDR will prepare map set showing surveyed environmental resources in the project area. HDR will submit GIS layers to UTA at the conclusion of the projects.
- HDR will prepare a table summarizing required mitigations and anticipated environmental permits for each project.

4.3 Public Outreach Support. HDR will support PMSC with documents, information, data, orgraphics. Support limited to hours provided in the attached cost estimate.

4.4 Union Pacific Railroad Coordination Support. HDR will prepare plans and exhibits in accordance with Union Pacific standards and criteria. PMSC will submit plans to and coordinatewith Union Pacific Railroad.

4.5 Quantities and Cost Estimate. HDR will prepare a quantity and cost estimate. Quantitytake-offs and estimates shall be coordinated with UTA and should be based on FTA's Standard Cost Codes (SCC).

C. Assumptions

- **Preliminary Design/Engineering**
  - Design drawings and existing base design files will be developed in MicroStation using UTA standard formats
  - UTA will provide all CAD files used to create the exhibits for each conceptual tech memo
  - The HDR team will prepare preliminary design plans in support of the CE. The scope assumes the preliminary engineering will not deviate from the concept shown in the Murray Segment tech memo and accompanying exhibit. The following design is included:
    - Track
      - Plan and profile plans at 1”=40’ scale
      - Typical sections
      - Special trackwork called out on plan sheets
    - Grading plans to support the track design (cut and fill lines and minor ballast wall or retaining structure layout, if required)
    - Conceptual drainage design shown on the track plan and profile sheets
    - Grade crossing design will be conceptual in support of track plan and profile
      - Diagnostic/surveillance review with UDOT will be conducted during the beginning of design phase
    - Conceptual utility impact analysis and disposition shown on rail plan sheets

- UTA communications duct bank for entire length of segment (8,200 LF)
- Murray City 60” storm drain along east side of existing tracks (2,075 LF)
- Murray City 52” storm drain along east side of existing tracks (600 LF)
- Two communications towers
- Murray city 8” water line crossing casing
- Dominion Energy gas line crossing casing
- Murray City 15” sewer line (250 LF)
- Murray City 24” storm drain crossing
- Murray Power transmission line crossing (1 pole)

▪ Structures – Preliminary engineering for new UTA Track #1 bridge over 5300 South

- Situation & Layout
- Typical Section

▪ Geotechnical

- **See attached Geostrata scope for Geotechnical tasks.**

▪ Signal

- **See attached PRE scope for Signal tasks.**

o Union Pacific Railroad coordination led by PMSC. The following HDR efforts are included in the scope:

▪ HDR team will provide exhibits and plans in accordance with UPRR criteria

▪ One submittal of preliminary design plans as scoped above

▪ One follow-up submittal including revisions based on UPRR comments

▪ One set of constructability exhibits based on the sequence presented in the Murray segment tech memo

▪ Five (5) miscellaneous exhibits (11x17) as requested by UPRR through PSMC

▪ Level of effort proposed assumes UPRR will approve the concept presented in the Murray segment tech memo and accompanying exhibit

- **Environmental Services**

o **Categorical Exclusion.** Technical Analysis and preparation of FTA Region 8’s CE Work Sheet will be prepared. FTA Region 8 CE Worksheet Instructions and Environmental Resources Information guidance will be followed for individual

resource studies. HDR staff will work with UTA, the PMSC, and local agency staff, if necessary, on identification of issues and analysis related to the various topics listed below under Work Products.

Field work will be conducted for necessary resources including:

- **Noise.** The HDR team will conduct a general noise and vibration assessment and will prepare a technical report. The analysis and report will be prepared using methods and guidelines specified in FTA's Transit Noise and Vibration Impact Assessment (2018).
    - We assume that a general assessment will suffice per UTA's Evaluation Matrix which notes that no major impacts are anticipated to adjacent neighborhoods and because this is an industrial area.
    - If FTA does not agree with this approach, HDR will address any out-of-scope work necessary to conduct a more-detailed noise and vibration assessment with UTA and the PMSC prior to performing the work.
- **Air Quality.** The HDR team will describe impacts to air quality both qualitatively and quantitatively. The air quality analysis will include a conformity analysis, analysis of Greenhouse Gas (GHG) emissions, and will evaluate and quantify impacts to criteria pollutants. If FTA does not agree with this approach or it is determined that a hot spot analysis for carbon monoxide is required, additional work will be conducted under a contract modification.
- **Historic Properties and Section 106 Consultation. See Certus Environmental Solutions' scope for Section 106 consultation and historic properties assessment tasks.**
    - The HDR team will prepare Section 106 consultation materials and historic resources technical reports describing the methods, results, and National Register recommendations for the architectural and archaeological surveys.
    - The HDR team will draft a letter for FTA submittal to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence with the APE, and drafting letters for FTA's use inviting consulting parties to participate in the Section 106 review process. Subconsultant Certus Environmental Solutions will identify potential consulting parties and federally recognized tribes for consultation and will draft consultation letters for review and submission by FTA. Certus will also assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.
    - No separate 4(f) evaluation will be required.
- **Hazardous Materials.** No Phase I or Phase II Environmental Site Assessment (ESA) will be completed as part of the CE. HDR will perform a desktop search of applicable environmental databases, assess the likelihood

of encountering contaminated soils or groundwater, specify the potential nature of contamination at sites identified in environmental databases, and define appropriate mitigation measures that could be implemented prior to construction.

- **Ecosystem Resources.** The HDR team will describe the existing wetlands, wildlife, vegetation, wildlife habitat, and threatened and endangered species in the study area. The resources will be combined to provide a description of the ecosystem.
    - A field survey of the study area will be conducted to document wildlife and vegetation in the corridor. The field survey will include a review for threatened and endangered species based on lists from the U.S. Fish and Wildlife Service (USFWS) and from the Utah Natural Heritage Program database.
    - A map will be prepared in GIS that shows habitat and vegetation types and locations of wetland and threatened and endangered species.
    - Consultation with USFWS, Corps, and Utah Division of Wildlife Resources will be conducted to develop methodologies, obtain data, and develop mitigation measures if necessary.
- **Wetlands and Waters of the United States.** Existing wetland data will be obtained from the U.S. Army Corps of Engineers (Corps) and National Wetlands Inventory (NWI) maps. A wetland survey will be conducted and, if wetlands are found, a formal delineation of wetlands will be conducted, and applicable reports will be prepared under a contract modification.
    - If necessary, coordination with the Corps will be conducted regarding wetland impacts and likely Clean Water Act Section 404 permits required. No individual permit applications or pre-construction notifications for nationwide permits are included. If required, a conceptual wetland mitigation approach will be developed, but it will be preliminary and will not include any final design.

- **Mitigation and Environmental Permits.** The HDR team will clearly identify, in a mitigation table, the next steps that would need to be taken during final design, mitigation commitments, and anticipated required permits. The approach will be to obtain agreement from the agencies regarding what permits are required and which are not, under what conditions they are required, and what mitigation might be required in the permit.
- **Administrative Record**. The final project files will be delivered in electronic format with a database identifying material in the file. The electronic database can be searched to find records.

- **Public Outreach Support.** HDR will support the PMSC via person hours and collateral including documents, information, data, or graphics.

D. Work Products

- Preliminary Engineering to support the CE
  - Preliminary design plans as described in the assumptions above
  - Utility conflict matrix
- UPRR coordination materials as described in the assumptions above
- Public outreach support
  - Meeting invitation and 3 staff in attendance for one (1) public meeting
  - Display materials for the meeting including maps, including up to six display boards and one set of aerials
- Draft and final CE Worksheet along with appropriate technical analyses and supporting figures and appendices
- Section 106 consultation materials and a Historic Resources Technical Report describing the methods, results, and National Register recommendations for the architectural and archaeological surveys will be prepared
- Map set showing surveyed environmental resources in the project area
- Mitigation and permits table(s)
- Electronic copy of administrative draft CE for internal review by UTA, PMSC, and FTA
- Comment/response matrix that responds to UTA, PMSC, and FTA comments on administrative draft CE
- Electronic copy of final CE for submission to FTA for approval and signature
- Composite utility identification and avoidance/protection/relocation information to be included in a utility report
- Preliminary quantity estimates and costs from engineering tasks
- Electronic format (DVD) administrative record(s), including GIS layers used for mapping

Task 5: Environmental Study for UTA Double Track Segment – Draper

A. Proposed personnel:

Project Manager: Heidi Spoor

Environmental Lead: Heidi Spoor

Design Lead: David McCune

Support Staff: shown in Cost Estimate

B. Scope of Services.

4.1 Preliminary Design/Engineering

HDR will prepare preliminary (30%) design. A conceptual configuration layout will be provided to HDR by the PMSC. HDR will advance the conceptual configuration to a design level to conduct the environmental resource impact review required for the environmental document, and to estimate quantities and costs. Preliminary engineering will include:

- Rail and special trackwork as described in the Draper segment tech memo and shown in the accompanying exhibit
- Structural design including new UTA Track #2 bridge over Bangerter Highway, New UTA Track #2 Bridge over 14400 South, and retaining walls
- Geotechnical field sampling, analysis, and report preparation
- Track drainage design for new and relocated tracks
- Utilities impact evaluation and conceptual disposition based on the conceptual track design
- Civil and site development design
- Right-of-way analysis and design as described in the Draper segment tech memo and shown in the accompanying exhibit
- Conceptual signal quantities to support the track design

4.2 Environmental Services.

HDR will conduct environmental activities and prepare required environmental documents for the double tracking project segment, including the following:

- HDR will conduct environmental resource impact review and documentation required to obtain a FTA approved NEPA document including field work, mapping, and reporting. This is anticipated to includecompleting the FTA CE worksheet. This is anticipated to consist of two review cycles by UTA and FTA.
- HDR will perform surveys and studies to support Section 106 and Section 4(f) requirements. Section 106 agency consultation will be conducted by FTA. HDR will assist UTA with Section106 documentation.
- HDR will prepare map set showing surveyed environmental resources in the project area. HDR will submit GIS layers to UTA at the conclusion of the projects.
- HDR will prepare a table summarizing required mitigations and anticipated environmental permits for each project.

4.3 Public Outreach Support. HDR will support PMSC with documents, information, data, orgraphics. Support limited to hours provided in the cost estimate.

4.4 Union Pacific Railroad Coordination Support. HDR will prepare plans and exhibits in accordance with Union Pacific standards and criteria. PMSC will submit plans to and coordinatewith Union Pacific Railroad.

4.5 Quantities and Cost Estimate. HDR will prepare a quantity and cost estimate. Quantitytake-offs and estimates shall be coordinated with UTA and should be based on FTA's Standard Cost Codes (SCC).

C. Assumptions

- **Preliminary Design/Engineering**
  - Design drawings and existing base design files will be developed in MicroStation using UTA standard formats
  - UTA will provide all CAD files used to create the exhibits for each conceptual tech memo
  - The HDR team will prepare preliminary design plans in support of the CE. The scope assumes the preliminary engineering will not deviate from the concept shown in the Draper Segment tech memo and accompanying exhibit. The following design is included:
    - Track
      - Plan and profile plans at 1”=40’ scale
      - Typical sections
      - Special trackwork called out on plan sheets
      - Level of effort assumes UTA MoW will approve the design exception noted in the Draper tech memo and PSMC will coordinate approval with UTA
    - Grading plans to support the track design (cut and fill lines and minor ballast wall or retaining structure layout, if required)
    - Conceptual drainage design shown on the track plan and profile sheets
    - Conceptual utility impact analysis and disposition shown on rail plan sheets
      - Murray City 60” storm drain along east side of existing tracks (2,075 LF)
      - UTA communications duct bank for the length of segment (13,600 LF)
      - Rocky Mountain Power 1 Phase overhead power line (3,900 LF)
      - Rocky Mountain Power 3 Phase overhead power line (1,000 LF)
      - Dominion energy 20” HP gas line crossing
      - Bluffdale City 18” water line crossing
    - Structures – Preliminary engineering for new UTA Track #2 Bridges over Bangerter Highway and 14400 South
      - Situation & Layouts for each bridge
      - Typical Sections for each bridge

- Retaining wall layouts and sections
- Box culvert extension situation and layout and section
- New crossing at 14600 South will be paid for and constructed under a separate project. Level of effort assumes no design or coordination for 14600 South bridge and that the 14400 South crossing will remain in place at the time of the Draper double track construction

▪ Geotechnical

- **See attached Geostrata scope for Geotechnical tasks.**

▪ Signal

- **See attached PRE scope for Signal tasks.**

o Union Pacific Railroad coordination led by PMSC. The following HDR efforts are included in the scope:

▪ HDR team will provide exhibits and plans in accordance with UPRR criteria

▪ One submittal of preliminary design plans as scoped above

▪ One follow-up submittal including revisions based on UPRR comments

▪ One set of constructability exhibits based on the sequence presented in the Murray segment tech memo

▪ Five (5) miscellaneous exhibits (11x17) as requested by UPRR through PSMC

▪ Level of effort proposed assumes UPRR will approve the concept presented in the Draper segment tech memo and accompanying exhibit

- **Environmental Services**

o **Categorical Exclusion.** Technical Analysis and preparation of FTA Region 8's CE Work Sheet will be prepared. FTA Region 8 CE Worksheet Instructions and Environmental Resources Information guidance will be followed for individual resource studies. HDR staff will work with UTA, the PMSC, and local agency staff, if necessary, on identification of issues and analysis related to the various topics listed below under Work Products.

Field work will be conducted for necessary resources including:

▪ **Noise.** The HDR team will conduct a general noise and vibration assessment and will prepare a technical report. The analysis and report will be prepared using methods and guidelines specified in FTA's Transit Noise and Vibration Impact Assessment (2018).

- We assume that a general assessment will suffice per UTA's Evaluation Matrix which notes that no major impacts are anticipated to adjacent neighborhoods and because this is an industrial area.

- If FTA does not agree with this approach, HDR will address any out-of-scope work necessary to conduct a more-detailed noise and vibration assessment with UTA and the PMSC prior to performing the work.

- **Air Quality.** The HDR team will describe impacts to air quality both qualitatively and quantitatively. The air quality analysis will include a conformity analysis, analysis of Greenhouse Gas (GHG) emissions, and will evaluate and quantify impacts to criteria pollutants. If FTA does not agree with this approach or it is determined that a hot spot analysis for carbon monoxide is required, additional work will be conducted under a contract modification.
- **Historic Properties and Section 106 Consultation. See Certus Environmental Solutions' scope for Section 106 consultation and historic properties assessment tasks.**
  - The HDR team will prepare Section 106 consultation materials and historic resources technical reports describing the methods, results, and National Register recommendations for the architectural and archaeological surveys.
  - The HDR team will draft a letter for FTA submittal to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence with the APE, and drafting letters for FTA's use inviting consulting parties to participate in the Section 106 review process. Subconsultant Certus Environmental Solutions will identify potential consulting parties and federally recognized tribes for consultation and will draft consultation letters for review and submission by FTA. Certus will also assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.
  - No separate 4(f) evaluation will be required.
- **Hazardous Materials.** No Phase I or Phase II Environmental Site Assessment (ESA) will be completed as part of the CE. HDR will perform a desktop search of applicable environmental databases, assess the likelihood of encountering contaminated soils or groundwater, specify the potential nature of contamination at sites identified in environmental databases, and define appropriate mitigation measures that could be implemented prior to construction.
- **Ecosystem Resources.** The HDR team will describe the existing wetlands, wildlife, vegetation, wildlife habitat, and threatened and endangered species in the study area. The resources will be combined to provide a description of the ecosystem.
  - A field survey of the study area will be conducted to document wildlife and vegetation in the corridor. The field survey will include a review for threatened and endangered species based on lists from the U.S.

Fish and Wildlife Service (USFWS) and from the Utah Natural Heritage Program database.

- A map will be prepared in GIS that shows habitat and vegetation types and locations of wetland and threatened and endangered species.
- Consultation with USFWS, Corps, and Utah Division of Wildlife Resources will be conducted to develop methodologies, obtain data, and develop mitigation measures if necessary.

▪ **Wetlands and Waters of the United States.** Existing wetland data will be obtained from the U.S. Army Corps of Engineers (Corps) and National Wetlands Inventory (NWI) maps. A wetland survey will be conducted and, if wetlands are found, a formal delineation of wetlands will be conducted, and applicable reports will be prepared under a contract modification.

- If necessary, coordination with the Corps will be conducted regarding wetland impacts and likely Clean Water Act Section 404 permits required. No individual permit applications or pre-construction notifications for nationwide permits are included. If required, a conceptual wetland mitigation approach will be developed, but it will be preliminary and will not include any final design.

o **Mitigation and Environmental Permits.** The HDR team will clearly identify, in a mitigation table, the next steps that would need to be taken during final design, mitigation commitments, and anticipated required permits. The approach will be to obtain agreement from the agencies regarding exactly what permits are required and which are not, under what conditions they are required, and what mitigation might be required in the permit.

o **Administrative Record**. The final project files will be delivered in electronic format with a database identifying material in the file. The electronic database can be searched to find records.

- **Public Outreach Support.** HDR will support the PMSC via person hours and collateral including documents, information, data, or graphics.

D. Work Products

- Preliminary Engineering to support the CE
  - Preliminary design plans as described in assumptions above
  - Utility conflict matrix
- UPRR Coordination materials as described in the assumptions above
- Public outreach support
  - Meeting invitation and 3 staff in attendance for one (1) public meeting
  - Display materials for the meeting including maps, including up to six display boards and one set of aerials

- Draft and final CE Worksheet along with appropriate technical analyses and supporting figures and appendices
- Section 106 consultation materials and a Historic Resources Technical Report describing the methods, results, and National Register recommendations for the architectural and archaeological surveys will be prepared
- Map set showing surveyed environmental resources in the project area
- Mitigation and permits table(s)
- Electronic copy of administrative draft CE for internal review by UTA, PMSC, and FTA
- Comment/response matrix that responds to UTA, PMSC, and FTA comments on administrative draft CE
- Electronic copy of final CE for submission to FTA for approval and signature
- Composite utility identification and avoidance/protection/relocation information to be included in a utility report
- Preliminary quantity estimates and costs from engineering tasks
- Electronic format (DVD) administrative record(s), including GIS layers used for mapping

Task 6: Environmental Study for UTA Double Track Segment – Beck Yard

A. Proposed personnel:

Project Manager: Heidi Spoor

Environmental Lead: Audrey Unger

Support Staff: shown in Cost Estimate

B. Scope of Services.

2.1 Environmental Services.

HDR will conduct environmental activities and prepare the CE Worksheet for the double tracking project segment, including the following:

- HDR will conduct environmental resource impact review and documentation required to obtain a FTA approved NEPA document including but not limited to field work, mapping, and reporting. This is anticipated to include completing the FTA CE worksheet. This is anticipated to consist of two review cycles by UTA and FTA.

- HDR will perform surveys and studies to support Section 106 and Section 4(f)requirements. Section 106 agency consultation will be conducted by FTA. HDR will assist UTA with Section106 documentation.

- HDR will prepare map set showing surveyed environmental resources in the project area. HDR will submit GIS layers to UTA at the conclusion of the projects.
- HDR will prepare a table summarizing required mitigations and anticipated environmental permits for each project.

2.3 Public Outreach Support. HDR will support PMSC with documents, information, data, orgraphics. Support limited to hours provided in the attached cost estimate.

C. Assumptions

- **Environmental Services**
  - **Categorical Exclusion.** Technical Analysis and preparation of FTA Region 8's CE Work Sheet will be prepared. FTA Region 8 Categorical Exclusion Worksheet Instructions and Environmental Resources Information guidance will be followed for individual resource studies. HDR staff will work with UTA, the PMSC, and local resource agency staff, if necessary, on identification of issues and analysis related to the various topics listed below under Work Products. UTA and the PMSC will provide HDR with all relevant engineering drawings and other engineering-related information to help facilitate completion of the CE.

    Field work will be conducted for necessary resources including:

    - **Noise.** The HDR team will conduct a general noise and vibration assessment and will prepare a technical report. The analysis and report will be prepared using methods and guidelines specified in FTA's Transit Noise and Vibration Impact Assessment (2018).
      - We assume that a general assessment will suffice per UTA's Evaluation Matrix which notes that no major impacts are anticipated to adjacent neighborhoods and because this is an industrial area.
      - If FTA does not agree with this approach, HDR will address any out-of-scope work necessary to conduct a more-detailed noise and vibration assessment with UTA and the PMSC prior to performing the work.
    - **Air Quality.** The HDR team will describe impacts to air quality both qualitatively and quantitatively. The air quality analysis will include a conformity analysis, analysis of Greenhouse Gas (GHG) emissions, and will evaluate and quantify impacts to criteria pollutants. If FTA does not agree with this approach or it is determined that a hot spot analysis for carbon monoxide is required, additional work will be conducted under a contract modification.
    - **Historic Properties and Section 106 Consultation. See Certus Environmental Solutions' scope for Section 106 consultation and historic properties assessment tasks.**
      - The HDR team will prepare Section 106 consultation materials and historic resources technical reports describing the methods, results, and National Register recommendations for the architectural and archaeological surveys.

- The HDR team will draft a letter for FTA submittal to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence with the APE, and drafting letters for FTA's use inviting consulting parties to participate in the Section 106 review process. Subconsultant Certus Environmental Solutions will identify potential consulting parties and federally recognized tribes for consultation and will draft consultation letters for review and submission by FTA. Certus will also assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.
- No separate 4(f) evaluation will be required.

- **Hazardous Materials.** No Phase I or Phase II Environmental Site Assessment (ESA) will be completed as part of the CE. HDR will perform a desktop search of applicable environmental databases, assess the likelihood of encountering contaminated soils or groundwater, specify the potential nature of contamination at sites identified in environmental databases, and define appropriate mitigation measures that could be implemented prior to construction.
- **Ecosystem Resources.** The HDR team will describe the existing wetlands, wildlife, vegetation, wildlife habitat, and threatened and endangered species in the study area. The resources will be combined to provide a description of the ecosystem.
  - A field survey of the study area will be conducted to document wildlife and vegetation in the corridor. The field survey will include a review for threatened and endangered species based on lists from the U.S. Fish and Wildlife Service (USFWS) and from the Utah Natural Heritage Program database.
  - A map will be prepared in GIS that shows habitat and vegetation types and locations of wetland and threatened and endangered species.
  - Consultation with USFWS, Corps, and Utah Division of Wildlife Resources will be conducted to develop methodologies, obtain data, and develop mitigation measures if necessary.
- **Wetlands and Waters of the United States.** Existing wetland data will be obtained from the U.S. Army Corps of Engineers (Corps) and National Wetlands Inventory (NWI) maps. A wetland survey will be conducted and, if wetlands are found, a formal delineation of wetlands will be conducted, and applicable reports will be prepared under a contract modification.
  - If necessary, coordination with the Corps will be conducted regarding wetland impacts and likely Clean Water Act Section 404 permits required. No individual permit applications or pre-construction notifications for nationwide permits are included. If required, a conceptual wetland mitigation approach will be developed, but it will be preliminary and will not include any final design.

- **Mitigation and Environmental Permits.** The HDR team will clearly identify, in a mitigation table, the next steps that would need to be taken during final design, mitigation commitments, and anticipated required permits. The approach will be to obtain agreement from the agencies regarding what permits are required and which are not, under what conditions they are required, and what mitigation might be required in the permit.
- **Administrative Record**. The final project files will be delivered in electronic format with a database identifying material in the file. The electronic database can be searched to find records.

- **Public Outreach Support.** HDR will support the PMSC via person hours and collateral including documents, information, data, or graphics.

D. Work Products

- Public outreach support
  - Meeting invitation and 3 staff in attendance for one (1) public meeting
  - Display materials for the meeting including maps, including up to six display boards and one set of aerials
- Draft and final CE Worksheet along with appropriate technical analyses and supporting figures and appendices
- Section 106 consultation materials and a Historic Resources Technical Report describing the methods, results, and National Register recommendations for the architectural and archaeological surveys will be prepared
- Map set showing surveyed environmental resources in the project area
- Mitigation and permits table(s)
- Electronic copy of administrative draft CE for internal review by UTA, PMSC, and FTA
- Comment/response matrix that responds to UTA, PMSC, and FTA comments on administrative draft CE
- Electronic copy of final CE for submission to FTA for approval and signature
- Electronic format (DVD) administrative record(s), including GIS layers used for mapping

CLIENT: Utah Transit Authority

Project Number: TBD

Project Name: Front Runner Forward, Initial Investment Projects PKG1

12/21/2021

LABOR

Name		Position	Rate	Task 1 Project Management Hours	Task 1 Project Management Total	Task 2 WarmSprings Hours	Task 2 WarmSprings Total	Task 3 South of Salt Lake Hours	Task 3 South of Salt Lake Total	Task 4 Murray Hours	Task 4 Murray Total	Task 5 Draper Hours	Task 5 Draper Total	Task 6 Beck Yard Sid ing Hours	Task 6 Beck Yard Sid ing Total	Total Hours	All Tasks Total
Spoor	Heidi	Contract/Project Manager	$ 83.83	220	18,442.60	125	10,478.75	30	2,514.90	22	1,844.26	135	11,317.05	125	10,478.75	657	55,076.31
Unger	Audrey	Task Order Manager	$ 81.35	82	6,670.70	10	813.50	115	9,355.25	115	9,355.25	10	813.50	10	813.50	342	27,821.70
Perkins	Mike	Wetlands/Wildlife/Agency Coordination	$ 59.50	0	-	64	3,808.00	0	-	64	3,808.00	0	-	0	-	128	7,616.00
Croft	Amy	Wetlands/Wildlife/Air Quality	$ 52.59	0	-	0	-	64	3,365.76	0	-	64	3,365.76	64	3,365.76	192	10,097.28
Liebsch	Ed	Air Quality	$ 100.26	0	-	8	802.08	16	1,604.16	24	2,406.24	16	1,604.16	6	601.56	70	7,018.20
Delu	Nina	Tribal Cultural	$ 70.88	0	-	0	-	0	-	0	-	32	2,268.16	0	-	32	2,268.16
Parsons	Michael	Noise/Vibration	$ 67.80	0	-	0	-	24	1,627.20	20	1,356.00	0	-	0	-	44	2,983.20
Buck	Adam	Noise/Vibration	$ 42.64	0	-	16	682.24	0	-	0	-	24	1,023.36	12	511.68	52	2,217.28
Clayton	Andrea	Enviromental QC/QA	$ 82.60	0	-	2	165.20	2	165.20	2	165.20	2	165.20	2	165.20	10	826.00
Warner	Terry	Hazardous Materials	$ 98.01	0	-	16	1,568.16	16	1,568.16	32	3,136.32	16	1,568.16	16	1,568.16	96	9,408.96
Flansberg	Jacob	Floodplains/Water Quality	$ 39.63	0	-	17	673.71	17	673.71	17	673.71	16	634.08	16	634.08	83	3,289.29
Tzioumis	Travis	GIS/Mapping	$ 36.45	0	-	56	2,041.20	0	-	56	2,041.20	0	-	0	-	112	4,082.40
Sellars	Adrian	GIS/Mapping	$ 40.12	0	-	0	-	56	2,246.72	0	-	56	2,246.72	56	2,246.72	168	6,740.16
Ulrich	Carrie	Technical Editor	$ 51.18	0	-	24	1,228.32	24	1,228.32	24	1,228.32	24	1,228.32	24	1,228.32	120	6,141.60
Dennis	Jackie	Public Outreach Support	$ 65.71	0	-	8	525.68	8	525.68	8	525.68	8	525.68	8	525.68	40	2,628.40
Hunt	Crissy	Public Outreach Support	$ 42.31	0	-	8	338.48	8	338.48	8	338.48	8	338.48	8	338.48	40	1,692.40
Gray	Brian	Public Outreach Support	$ 28.78	0	-	16	460.48	16	460.48	16	460.48	16	460.48	16	460.48	80	2,302.40
Kilpatrick	Kevin	Land Use/Socioeconomics	$ 75.10	0	-	8	600.80	12	901.20	12	901.20	12	901.20	8	600.80	52	3,905.20
Colledge	Travis	Engineering Lead/Site Civil	$ 82.00	90	7,380.00	164	13,448.00	140	11,480.00	0	-	0	-	0	-	394	32,308.00
McCune	David	Engineering Lead	$ 101.34	90	9,120.60	0	-	0	-	120	12,160.80	120	12,160.80	0	-	330	33,442.20
Baggott	Daniel	Rail & Special Track	$ 59.50	0	-	0	-	0	-	210	12,495.00	180	10,710.00	0	-	390	23,205.00
Klaumann	Tony	Rail & Special Track	$ 61.62	0	-	228	14,049.36	0	-	24	1,478.88	24	1,478.88	0	-	276	17,007.12
Johnston	Kelly	Site Civil/Roadway	$ 42.01	0	-	200	8,402.00	0	-	0	-	0	-	0	-	200	8,402.00
Entzel	Chris	Site Civil/Roadway	$ 74.77	0	-	0	-	0	-	40	2,990.80	0	-	0	-	40	2,990.80
Blumenkamp	John	At- Grade Crossing	$ 88.67	0	-	0	-	0	-	24	2,128.08	0	-	0	-	24	2,128.08
Pope	Bill	Drainage	$ 70.99	0	-	4	283.96	0	-	24	1,703.76	24	1,703.76	0	-	52	3,691.48
Beutler	Nathan	Drainage	$ 58.60	0	-	80	4,688.00	0	-	0	-	0	-	0	-	80	4,688.00
Wilson	Nash	Structures	$ 62.35	0	-	0	-	40	2,494.00	20	1,247.00	40	2,494.00	0	-	100	6,235.00
Christensen	Colby	Structures	$ 76.88	0	-	0	-	80	6,150.40	4	307.52	16	1,230.08	0	-	100	7,688.00
Buttenob	John	Engineering QC/QA	$ 116.71	0	-	4	466.84	4	466.84	0	-	0	-	0	-	8	933.68
Semenick	Rich	Design QC/QA	$ 129.21	0	-	2	258.42	0	-	16	2,067.36	16	2,067.36	0	-	34	4,393.14
Young	Steve	Cost Estimating	$ 75.96	0	-	48	3,646.08	48	3,646.08	48	3,646.08	48	3,646.08	0	-	192	14,584.32
Halsted	Patrick	UPPR Coordination	$ 106.61	0	-	0	-	0	-	12	1,279.32	12	1,279.32	0	-	24	2,558.64
Reasch	Larry	Project Principal	$ 126.32	8	1,010.56	0	-	0	-	0	-	0	-	0	-	8	1,010.56
Elton	Cindy	Project Coordinator	$ 41.38	24	993.12	0	-	0	-	0	-	0	-	0	-	24	993.12
Hill	Shauna	Project Accountant	$ 41.25	72	2,970.00	0	-	0	-	0	-	0	-	0	-	72	2,970.00
		Labor		586	$ 46,587.58	1108	$ 69,429.26	720	$ 50,812.54	962	$ 69,744.94	919	$ 65,230.59	371	$ 23,539.17	4666	$ 325,344.08
		Overhead	147.06%		68,511.70		102,102.67		74,724.92		102,566.91		95,928.11		34,616.70		478,451.00
		Direct Labor			$ 115,099.28		$ 171,531.93		$ 125,537.46		$ 172,311.85		$ 161,158.70		$ 58,155.87		$ 803,795.08
		Fee	10%		11,509.93		17,153.19		12,553.75		17,231.18		16,115.87		5,815.59		80,379.51
		Total Labor			$ 126,609.20		$ 188,685.12		$ 138,091.21		$ 189,543.03		$ 177,274.57		$ 63,971.46		$ 884,174.59
																check	$ 884,174.59
DIRECT EXPENSES			ODC SubTotal		$ 499.00		$ 604.00		$ 604.00		$ 679.00		$ 679.00		$ 604.00		$3,669.00
SUBCONTRACTORS		**Certus**			$ 1,926.42		$ 1,834.72		$ 2,260.41		$ 2,548.17		$ 3,154.72		$ 1,846.32		$ 13,570.76
		CRS					$ 40,279.60		$ 37,662.69		$ 37,662.69		$ 40,279.60				$ 155,884.58
		GeoStrata					$ 15,650.00		$ 37,350.00		$ 26,300.00		$ 61,750.00				$ 141,050.00
		MottMacDonald			$ 15,137.00				$ 96,731.00								$ 111,868.00
		PRE					$ 19,072.00		$ 19,072.00		$ 19,072.00		$ 19,072.00				$ 76,288.00
			Subcontracts Subtotal		$ 17,063.42		$ 76,836.32		$ 193,076.10		$ 85,582.86		$ 124,256.32		$ 1,846.32		$ 498,661.34
TOTAL				**PM**	$ 144,171.62	**WarmSrings**	$ 266,125.44	**South SLC**	$ 331,771.31	**Murray**	$ 275,804.89	**DRAPER**	$ 302,209.89	**Beck Yard**	$ 66,421.78		$1,386,504.93

Front Runner Forward, Initial Investment Projects PKG1
Estimate of Person Hours
HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	Speer Heidi Contract/ Project Manager	Unger Audrey Task Order Manager	Perkins Mike Wetlands/ Wildlife	Croft Amy Wetlands/ Wildlife/ AQ	Liebsch Ed Air Quality	Delu Nina Tribal Cultural	Parsons Michael Noise/ Vibration	Buck Adam Noise/ Vibration	Warner Terry Hazardous Materials	Flansberg Jacob Floodplains/ WQ	Tzioumis Travis GIS/ Mapping	Sellars Adrian GIS/ Mapping	Ulrich Carrie Technical Editor	Dennis Jackie Public Outreach Support	Hunt Crissy Public Outreach Support	Gray Brian Public Outreach Support	Kilpatrick Kevin Land Use/ Socio	Colledge Travis Engineer Lead/ Site Civil	McCune David Engineer Lead	Baggott Daniel Rail & Special Track	Klaumann Tony Rail & Special Track	Johnston Kelly Site Civil/ Roadway	Entzel Chris Site Civil/ Roadway	Blumenkamp John Al- Grade Crossing	Pope Bill Drainage	Beutler Nathan Drainage	Wilson Nash Structures	Christense Colby Structures	Buttenob John Engineer QC/QA	Semenick Rich Design QC/QA	Young Steve Cost Estimating	Halsted Patrick UPPR Coord	Reasch Larry Project Principal	Elton Cindy Project Coordinator	Hill Shauna Project Accountant	HOURS
1.0		**PROJECT MANAGEMENT**																																			
		BI-MONTHLY STATUS MEETINGS (18 MONTHS, 2 HOUR PER PLUS PREP/NOTES)	144	72																72	72														8			368
		MONTHLY INVOICING AND STATUS REPORT	36	10																10	10															24	72	162
		QA/QC PLAN, PROJECT GUIDE, AND PROJECT MANAGEMENT PLAN	40																	8	8																	56
	Task1	**Direct Labor Total Hours**	**220**	**82**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**90**	**90**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**24**	**72**	**586**
2.0		**WARM SPRINGS**																																			
2.1		**PRELIMINARY DESIGN**																																			
		Track/Special Track/Signals																		50				160														240
		Structures																																				0
		Utilities/ Drainage/Civil/At-Grade Xings																		80		0			120			4	84									288
		ROW																																				0
		Prepare Map Set																		4				40	40				16			4	2					106
																																						0
		task 2.1 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	134	0	0	0	200	160	0	0	4	80	0	0	4	2	0	0	0	0	814
2.2		**ENVIRONMENTAL SERVICES**																																			
		Field Work (Bio/Aquatics/Cultural)			16								4																									20
		Survey Reports	2		24							1	4		4																							35
		Prepare NEPA Documentation, CatEx with Mitigation Table, Fig., and Graphics	80	8	24		8			16	16	16	32		20				8																			230
		Submit Draft to UTA	4																																			4
		Revise and Submit Draft to FTA	24	2									4																									30
		Finalize and Coordinate Signatures	4																																			4
		Assemble GIS Files	1										12																									13
																									1													0
		task 2.2 subtotal	115	10	64	0	8	0	0	16	16	17	56	0	24	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	336
2.3		**PUBLIC OUTREACH SUPPORT**																																			
		Prepare documents, information, graphics	10													8	8	16						4	8													54
													0			0																						0
		task 2.3 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0	4	8	0	0	0	0	0	0	0	0	0	0	0	0	54
2.4		**UP COORDINATION SUPPORT**																																			
		Prepare Plans and Exhibits																						8	16													24
													0			0																						0
		task 2.4 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	16	0	0	0	0	0	0	0	0	0	0	0	0	24
2.5		**QUANTITIES AND COST ESTIMATE**																																			
		Generate Quantities and Prepare Estimate											0											16	16													72
		Transmittal Memo																																				8
													0			0																						0
		task 2.5 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	0	0	0	0	0	0	40	0	0	0	80
	Task 2	**Direct Labor Total Hours**	**125**	**10**	**64**	**0**	**8**	**0**	**0**	**16**	**16**	**17**	**56**	**0**	**24**	**8**	**8**	**16**	**8**	**134**	**0**	**0**	**228**	**200**	**0**	**0**	**4**	**80**	**0**	**0**	**4**	**2**	**48**	**0**	**0**	**0**	**1108**

Front Runner Forward, Initial Investment Projects PKG1
Estimate of Person Hours
HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	Spoor Heidi Contract/ Project Manager	Unger Audrey Task Order Manager	Perkins Mike Wetlands/ Wildlife	Croft Amy Wetlands/ Wildlife/ AQ	Liebsch Ed Air Quality	Delu Nina Tribal Cultural	Parsons Michael Noise/ Vibration	Buck Adam Noise/ Vibration	Warner Terry Hazardous Materials	Flansberg Jacob Floodplains/ WQ	Tziounis Travis GIS/ Mapping	Sellars Adrian GIS/ Mapping	Ulrich Carrie Technical Editor	Dennis Jackie Public Outreach Support	Hunt Crissy Public Outreach Support	Gray Brian Public Outreach Support	Kilpatrick Kevin Land Use/ Socio	Colledge Travis Engineer Lead/ Site Civil	McCune David Engineer Lead	Baggott Daniel Rail & Special Track	Klaumann Tony Rail & Special Track	Johnston Kelly Site Civil/ Roadway	Entzel Chris Site Civil/ Roadway	Blumenkar John Al- Grade Crossing	Pope Bill Drainage	Beutler Nathan Drainage	Wilson Nash Structures	Christense Colby Structures	Buttenob John Engineer QC/QA	Semenick Rich Design QC/QA	Young Steve Cost Estimating	Halsted Patrick UPPR Coord	Reasch Larry Project Principal	Elton Cindy Project Coordinator	Hill Shauna Project Accountant	HOURS
3.0		SOUTH OF SALT LAKE																																			
3.1		PRELIMINARY DESIGN																																			
		Track/Special Track/Signals																		64		0															64
		Structures																												40	80							120
		Utilities/ Drainage/Civil/At-Grade Xings																		64																		64
		ROW																																				0
		Prepare Map Set																		4													4					8
																																						0
		task 3.1 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	132	0	0	0	0	0	0	0	0	0	40	80	4	0	0	0	0	0	256
3.2		ENVIRONMENTAL SERVICES																																				
		Field Work (Bio/Aquatics/Cultural)				16								4																								20
		Survey Reports		2		24						1		4	4																							35
		Prepare NEPA Documentation, Cell s with Mitigation Table, Fig , and Graphics	8	80		24	16		24		16	16		32	20				12																		250
		Submit Draft to UTA		4																																		4
		Revise and Submit Draft to FTA	2	24										4																								30
		Finalize and Coordinate Signatures		4																																		4
		Assemble GIS Files		1										12																								13
																																						0
		task 3.2 subtotal	10	115	0	64	16	0	24	0	16	17	0	56	24	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	356
3.3		PUBLIC OUTREACH SUPPORT																																				
		Prepare documents, information, graphics	10													8	8	16																				42
													0			0																							0
		task 3.3 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
3.4		UP COORDINATION SUPPORT																																				
		Prepare Plans and Exhibits	10																																			10
													0				0																						0
		task 3.4 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
3.5		QUANTITIES AND COST ESTIMATE																																				
		Generate Quantities and Prepare Estimate											0							4															40				44
		Transmittal Memo																		4															8				12
													0				0																						0
		task 3.5 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	48	0	0	0	56
	Task 3	Direct Labor Total Hours	30	115	0	64	16	0	24	0	16	17	0	56	24	8	8	16	12	140	0	0	0	0	0	0	0	0	0	40	80	4	0	48	0	0	0	720

Front Runner Forward, Initial Investment Projects PKG1
Estimate of Person Hours
HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	Spoor Heidi Contract/ Project Manager	Unger Audrey Task Order Manager	Perkins Mike Wetlands/ Wildlife	Croft Amy Wetlands/ Wildlife/ AQ	Liebsch Ed Air Quality	Delu Nina Tribal Cultural	Parsons Michael Noise/ Vibration	Buck Adam Noise/ Vibration	Warner Terry Hazardous Materials	Flansberg Jacob Floodplains/ WQ	Tziounis Travis GIS/ Mapping	Sellars Adrian GIS/ Mapping	Ulrich Carrie Technical Editor	Dennis Jackie Public Outreach Support	Hunt Crissy Public Outreach Support	Gray Brian Public Outreach Support	Kilpatrick Kevin Land Use/ Socio	Colledge Travis Engineer Lead/ Site Civil	McCune David Engineer Lead	Baggott Daniel Rail & Special Track	Klaumann Tony Rail & Special Track	Johnston Kelly Site Civil/ Roadway	Entzel Chris Site Civil/ Roadway	Blumenkamp John Al- Grade Crossing	Pope Bill Drainage	Beutler Nathan Drainage	Wilson Nash Structures	Christensen Colby Structures	Buttenob John Engineer QC/QA	Semenick Rich Design QC/QA	Young Steve Cost Estimating	Halsted Patrick UPPR Coord	Reasch Larry Project Principal	Elton Cindy Project Coordinator	Hill Shauna Project Accountant	HOURS
4.0		MURRAY																																			
4.1		PRELIMINARY DESIGN																																			
		Track/Special Track/Signals																		120	120	24						20	4								288
		Structures																																			0
		Utilities/ Drainage/Civil/At-Grade Xings																							40	24	24										88
		ROW																																			0
		Prepare Map Set																			60												8				68
																																					0
		task 4.1 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	180	24	0	40	24	24	0	20	4	0	8	0	0	0	0	0	444
4.2		ENVIRONMENTAL SERVICES																																			
		Field Work (Bio/Aquatics/Cultural)			16								4																								20
		Survey Reports	2	2	24							1	4		4																						37
		Prepare NEPA Documentation, Cells with Mitigation Table, Fig., and Graphics		80	24		24		20		32	16	32		20				12																		262
		Submit Draft to UTA		4																																	4
		Revise and Submit Draft to FTA		24									4																								28
		Finalize and Coordinate Signatures		4																																	4
		Assemble GIS Files		1									12																								13
																																					0
		task 4.2 subtotal	2	115	64	0	24	0	20	0	32	17	56	0	24	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	368
4.3		PUBLIC OUTREACH SUPPORT																																			
		Prepare documents, information, graphics	10													8	8	16																			42
													0			0																					0
		task 4.3 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
4.4		UP COORDINATION SUPPORT																																			
		Prepare Plans and Exhibits	10																		30												8				48
													0			0																					0
		task 4.4 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	48
4.5		QUANTITIES AND COST ESTIMATE																																			
		Generate Quantities and Prepare Estimate																																	40	12				52
		Transmittal Memo																																	8				8
													0			0																						0
		task 4.5 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	12	0	0	0	60
		Task 4 Direct Labor Total Hours	**22**	**115**	**64**	**0**	**24**	**0**	**20**	**0**	**32**	**17**	**56**	**0**	**24**	**8**	**8**	**16**	**12**	**0**	**210**	**24**	**0**	**40**	**24**	**24**	**0**	**20**	**4**	**0**	**16**	**48**	**12**	**0**	**0**	**0**	**962**

Front Runner Forward, Initial Investment Projects PKG1
Estimate of Person Hours
HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	Spoor Heidi Contract/ Project Manager	Unger Audrey Task Order Manager	Perkins Mike Wetlands/ Wildlife	Croft Amy Wetlands/ Wildlife/ AQ	Liebsch Ed Air Quality	Delu Nina Tribal Cultural	Parsons Michael Noise/ Vibration	Buck Adam Noise/ Vibration	Warner Terry Hazardous Materials	Flansberg Jacob Floodplains/ WQ	Tziounis Travis GIS/ Mapping	Sellars Adrian GIS/ Mapping	Ulrich Carrie Technical Editor	Dennis Jackie Public Outreach Support	Hunt Crissy Public Outreach Support	Gray Brian Public Outreach Support	Kilpatrick Kevin Land Use/ Socio	Colledge Travis Engineer Lead/ Site Civil	McCune David Engineer Lead	Baggott Daniel Rail & Special Track	Klaumann Tony Rail & Special Track	Johnston Kelly Site Civil/ Roadway	Entzel Chris Site Civil/ Roadway	Blumenkar John Al- Grade Crossing	Pope Bill Drainage	Beutler Nathan Drainage	Wilson Nash Structures	Christense Colby Structures	Buttenob John Engineer QC/QA	Semenick Rich Design QC/QA	Young Steve Cost Estimating	Halsted Patrick UPPR Coord	Reasch Larry Project Principal	Elton Cindy Project Coordinator	Hill Shauna Project Accountant	HOURS
5.0		DRAPER																																			
5.1		PRELIMINARY DESIGN																																			
		Track/Special Track/Signals																			120	100	24														244
		Structures																												40	16						56
		Utilities/ Drainage/Civil/At-Grade Xings																									24										24
		ROW																																			0
		Prepare Map Set																				50											8				58
																																					0
		task 5.1 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	150	24	0	0	0	24	0	40	16	0	8	0	0	0	0	382
5.2		ENVIRONMENTAL SERVICES																																			
		Field Work (Bio/Aquatics/Cultural)				16								4																							20
		Survey Reports	2			24								4	4																						34
		Prepare NEPA Documentation, Cell s with Mitigation Table, Fig , and Graphics	80	8		24	16	32		24	16	16		32	20				12																		282
		Submit Draft to UTA	4																																		4
		Revise and Submit Draft to FTA	24	2										4																							30
		Finalize and Coordinate Signatures	4																																		4
		Assemble GIS Files	1											12																							13
																																					0
		task 5.2 subtotal	115	10	0	64	16	32	0	24	16	16	0	56	24	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	387
5.3		PUBLIC OUTREACH SUPPORT																																			
		Prepare documents, information, graphics	10													8	8	16																			42
																																					0
		task 5.3 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
5.4		UP COORDINATION SUPPORT																																			
		Prepare Plans and Exhibits	10																			30											8		12			60
																																					0
		task 5.4 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	0	0	0	0	0	0	0	0	8	0	12	0	0	60
5.5		QUANTITIES AND COST ESTIMATE																																			
		Generate Quantities and Prepare Estimate																																40					40
		Transmittal Memo																																8					8
																																					0
		task 5.5 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	0	0	0	48
	Task 5	Direct Labor Total Hours	135	10	0	64	16	32	0	24	16	16	0	56	24	8	8	16	12	0	120	180	24	0	0	0	24	0	40	16	0	16	48	12	0	0	0	919

Front Runner Forward, Initial Investment Projects PKG1

Estimate of Person Hours

HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	Spoor Heidi	Unger Audrey	Perkins Mike	Croft Amy	Liebsch Ed	Delu Nina	Parsons Michael	Buck Adam	Warner Terry	Flansberg Jacob	Tzioumis Travis	Sellars Adrian	Ulrich Carrie	Dennis Jackie	Hunt Crissy	Gray Brian	Kilpatrick Kevin	Colledge Travis	McCune David	Baggott Daniel	Klaumann Tony	Johnston Kelly	Entzel Chris	Blumenkar John	Pope Bill	Beutler Nathan	Wilson Nash	Christense Colby	Buttenob John	Semenick Rich	Young Steve	Halsted Patrick	Reasch Larry	Elton Cindy	Hill Shauna	HOURS
			Contract/ Project Manager	Task Order Manager	Wetlands/ Wildlife	Wetlands/ Wildlife/ AQ	Air Quality	Tribal Cultural	Noise/ Vibration	Noise/ Vibration	Hazardous Materials	Floodplains/ WQ	GIS/ Mapping	GIS/ Mapping	Technical Editor	Public Outreach Support	Public Outreach Support	Public Outreach Support	Land Use/ Socio	Engineer Lead/ Site Civil	Engineer Lead	Rail & Special Track	Rail & Special Track	Site Civil/ Roadway	Site Civil/ Roadway	At- Grade Crossing	Drainage	Drainage	Structures	Structures	Engineer QC/QA	Design QC/QA	Cost Estimating	UPPR Coord	Project Principal	Project Coordinator	Project Accountant	
6.0		**BECK YARD SIDING**																																			
		PRELIMINARY DESIGN																																			
		Not Included																																			0
		task 6.0 subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.1		**ENVIRONMENTAL SERVICES**																																			
		Field Work (Bio/Aquatics/Cultural)				16								4																							20
		Survey Reports	2			24								4	4																						34
		Prepare NEPA Documentation, CatEx with Mitigation Table, Fig., and Graphics	80	8		24	6			12	16	16		32	20				8																	224
		Submit Draft to UTA	4																																		4
		Revise and Submit Draft to FTA	24	2										4																							30
		Finalize and Coordinate Signatures	4																																		4
		Assemble GIS Files	1											12																							13
																																					0
		task 6.1 subtotal	115	10	0	64	6	0	0	12	16	16	0	56	24	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	329
6.2		**PUBLIC OUTREACH SUPPORT**																																			
		Prepare documents, Information, graphics	10													8	8	16																			42
																																					0
		task 6.2 subtotal	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
		UP COORDINATION SUPPORT																																			
		Not Included																																			0
																																					0
		subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		QUANTITIES AND COST ESTIMATE																																			
		Not Included																																			0
																																					0
		subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task 5 Direct Labor Total Hours	125	10	0	64	6	0	0	12	16	16	0	56	24	8	8	16	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	371
		All Tasks (1-9) Direct Labor Total Hours	657	342	128	192	70	32	44	52	96	83	112	168	120	40	40	80	52	394	330	390	276	200	40	24	52	80	100	100	8	34	192	24	8	24	72	4666
		All Tasks Per Cent Per Person	14.08%	7.33%	2.74%	4.11%	1.50%	0.69%	0.94%	1.11%	2.06%	1.78%	2.40%	3.60%	2.57%	0.86%	0.86%	1.71%	1.11%	8.44%	7.07%	8.36%	5.92%	4.29%	0.86%	0.51%	1.11%	1.71%	2.14%	2.14%	0.17%	0.73%	4.11%	0.51%	0.17%	0.51%	1.54%	100.00%

Front Runner Forward, Initial Investment Projects PKG1

Direct Expenses- HDR			Task 1 Project Management		Task 2 WarmSprings		Task 3 South of Salt Lake		Task 4 Murray		Task 5 Draper		Task 6 Beck Yard Siding	
	Unit Cost	Unit	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
MISCELLANEOUS 509100														
Supplies	$ 500.00	LS		$ -		$ -		$ -		$ -		$ -		$ -
Shipping	9.00	each		-		$ -		$ -		$ -		$ -		$ -
Postage	0.42	each		-		$ -		$ -		$ -		$ -		$ -
Equipment, Misc.				-		$ -		$ -		$ -		$ -		$ -
Noise Meter	75.00	day		-	1	$ 75.00	1	$ 75.00	2	$ 150.00	2	$ 150.00	1	$ 75.00
Field Supplies	250.00	LS		-		$ -		$ -		$ -		$ -		$ -
GPS Rental	75.00	day		-		$ -		$ -		$ -		$ -		$ -
Maps	10.00	each	4	40.00	4	$ 40.00	4	$ 40.00	4	$ 40.00	4	$ 40.00	4	$ 40.00
Photos and Photography supplies	0.50	each		-		$ -		$ -		$ -		$ -		$ -
Public Involvement				-		$ -		$ -		$ -		$ -		$ -
Postage - Fliers	0.42	each	100	42.00	100	$ 42.00	100	$ 42.00	100	$ 42.00	100	$ 42.00	100	$ 42.00
Boards	5.00	each		-	6	$ 30.00	6	$ 30.00	6	$ 30.00	6	$ 30.00	6	$ 30.00
Misc.(refreshments)	-	LS		-		$ -		$ -		$ -		$ -		$ -
Advertisements in Newspaper- Display	-	each		-		$ -		$ -		$ -		$ -		$ -
Meeting Rooms	50.00	each		-		$ -		$ -		$ -		$ -		$ -
Stenographer (Court Reporter)	-	each		-		$ -		$ -		$ -		$ -		$ -
Subtotal				**$ 82.00**		**$ 187.00**		**$ 187.00**		**$ 262.00**		**$ 262.00**		**$ 187.00**
TRAVEL 509200														
Miles	0.560	Mile	150	84.00	150	84.00	150	**84.00**	150	84.00	150	84.00	150	$ 84.00
Airfare	400.00	Trip		-		-		-		-		-		$ -
Hotel	75.00	day		-		-		-		-		-		$ -
Meals	30.00	day		-		-		-		-		-		$ -
Subtotal				**$ 84.00**		**$ 84.00**		**$ 84.00**		**$ 84.00**		**$ 84.00**		**$ 84.00**
REPRODUCTION 509500														
8.5x11 B\W Copies	0.10	each	200	20.00	200	20.00	200	20.00	200	20.00	200	20.00	200	$ 20.00
8.5x11 Color Copies	0.15	each	100	15.00	100	15.00	100	15.00	100	15.00	100	15.00	100	$ 15.00
11x17 B\W Copies	0.20	each		-		-		-		-		-		$ -
11X17 Color Copies	0.40	each	25	10.00	25	10.00	25	10.00	25	10.00	25	10.00	25	$ 10.00
Newsletters Reproduction (quantity)	-	each		-		-		-		-		-		$ -
Fliers Reproduction	-	each		-		-		-		-		-		$ -
Handout Reproduction	0.50	each	350	175.00	350	175.00	350	175.00	350	175.00	350	175.00	350	$ 175.00
Meeting Reports Reproduction	-	each		-		-		-		-		-		$ -
Plots						-		-		-		-		$ -
11x17 B\W Plots	1.00	each		-		-		-		-		-		$ -
11X17 Color Plots	1.20	each		-		-		-		-		-		$ -
22X34 B\W Plots	4.00	each		-		-		-		-		-		$ -
22X34 Color Plots	4.80	each	10	48.00	10	48.00	10	48.00	10	48.00	10	48.00	10	$ 48.00
30X42 GIS Plots	6.50	each	10	65.00	10	65.00	10	65.00	10	65.00	10	65.00	10	$ 65.00
36X60 Color Plots (Glossy)	69.50	each		-		-		-		-		-		-
Subtotal				**$ 333.00**		**$ 333.00**		**$ 333.00**		**$ 333.00**		**$ 333.00**		**$ 333.00**
Total HDR Direct Expenses				**$ 499.00**		**$ 604.00**		**$ 604.00**		**$ 679.00**		**$ 679.00**		**$ 604.00**

21-03497VW FrontRunner Forward Enviromental Service Pool Labor Cost Form

HDR Inc.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	HDR	X		Spoor	Heidi	Contract/Project Manager	$ 83.83	147.06%	10%	$ 227.82
2	HDR	X		Unger	Audrey	Task Order Manager	$ 81.35	147.06%	10%	$ 221.08
3	HDR	X		Taunton	Matthew	Task Order Manager	$ 84.07	147.06%	10%	$ 228.47
4	HDR	X		Perkins	Mike	Wetlands/Wildlife/Agency Coordination	$ 59.50	147.06%	10%	$ 161.70
5	HDR	X		Croft	Amy	Wetlands/Wildlife/Air Quality	$ 52.59	147.06%	10%	$ 142.92
*	HDR	X		Liebsch	Ed	Air Quality	$ 100.26	147.06%	10%	$ 272.47
6	HDR	X		Brodbeck	Mark	Historic Properties/Section 4(f)	$ 60.43	147.06%	10%	$ 164.23
7	HDR	X		Delu	Nina	Tribal Cultural	$ 70.88	147.06%	10%	$ 192.63
8	HDR	X		LaFata	Cathy	Transportation Equity/Enviromental Justice	$ 107.32	147.06%	10%	$ 291.66
9	HDR	X		Parsons	Michael	Noise/Vibration	$ 67.80	147.06%	10%	$ 184.26
10	HDR	X		Casey	Tim	Noise/Vibration	$ 80.96	147.06%	10%	$ 220.02
11	HDR	X		Buck	Adam	Noise/Vibration	$ 42.64	147.06%	10%	$ 115.88
12	HDR	X		Peterson	Scott	Traffic	$ 87.76	147.06%	10%	$ 238.50
13	HDR	X		Gorton	Michael	Ridership	$ 78.80	147.06%	10%	$ 214.15
14	HDR	X		Block	Jordan	Ped/Bike	$ 72.19	147.06%	10%	$ 196.19
15	HDR	X		Clayton	Andrea	Enviromental QC/QA	$ 82.60	147.06%	10%	$ 224.48
16	HDR	X		Warner	Terry	Hazardous Materials	$ 98.01	147.06%	10%	$ 266.36
17	HDR	X		Flansberg	Jacob	Floodplains/Water Quality	$ 39.63	147.06%	10%	$ 107.70
18	HDR	X		Pisani	Frank	GIS/Mapping	$ 67.06	147.06%	10%	$ 182.25
19	HDR	X		Tzioumis	Travis	GIS/Mapping	$ 36.45	147.06%	10%	$ 99.06
20	HDR	X		Sellars	Adrian	GIS/Mapping	$ 40.12	147.06%	10%	$ 109.03
21	HDR	X		Ulrich	Carrie	Technical Editor	$ 51.18	147.06%	10%	$ 139.09
22	HDR	X		Dennis	Jackie	Public Outreach Support	$ 65.71	147.06%	10%	$ 178.58
23	HDR	X		Hunt	Crissy	Public Outreach Support	$ 42.31	147.06%	10%	$ 114.98
24	HDR	X		Gray	Brian	Public Outreach Support	$ 28.78	147.06%	10%	$ 78.21
25	HDR	X		Kilpatrick	Kevin	Land Use/Socioeconomics/Agency Coordination	$ 75.10	147.06%	10%	$ 204.10
26	HDR	X		Colledge	Travis	Engineering Lead/Site Civil	$ 82.00	147.06%	10%	$ 222.85
27	HDR	X		McCune	David	Engineering Lead	$ 101.34	147.06%	10%	$ 275.41
28	HDR	X		Thomas	Gina	Engineering Lead	$ 70.40	147.06%	10%	$ 191.32
29	HDR	X		Kuehne	Kenneth	Rail & Special Track	$ 57.32	147.06%	10%	$ 155.78
**	HDR	X		Baggott	Daniel	Rail & Special Track	$ 59.50	147.06%	10%	$ 161.70
30	HDR	X		Klaumann	Tony	Rail & Special Track	$ 61.62	147.06%	10%	$ 167.46
31	HDR	X		Johnston	Kelly	Site Civil/Roadway	$ 42.01	147.06%	10%	$ 114.17
32	HDR	X		Entzel	Chris	Site Civil/Roadway	$ 74.77	147.06%	10%	$ 203.20
33	HDR	X		Blumenkamp	John	At- Grade Crossing	$ 88.67	147.06%	10%	$ 240.97
34	HDR	X		Pope	Bill	Drainage	$ 70.99	147.06%	10%	$ 192.93
35	HDR	X		Beutler	Nathan	Drainage	$ 58.60	147.06%	10%	$ 159.25
36	HDR	X		Wilson	Nash	Structures	$ 62.35	147.06%	10%	$ 169.45
37	HDR	X		Christensen	Colby	Structures	$ 76.88	147.06%	10%	$ 208.93
38	HDR	X		Buttenob	John	Engineering QC/QA	$ 116.71	147.06%	10%	$ 317.18
40	HDR	X		Semenick	Rich	Design QC/QA	$ 129.21	147.06%	10%	$ 351.15
41	HDR	X		Kirkman	Brent	Ped/Bike	$ 63.52	147.06%	10%	$ 172.63
42	HDR	X		Hogan	Donn	Architectural	$ 83.81	147.06%	10%	$ 227.77
43	HDR	X		Cox	Kory	Architectural	$ 49.73	147.06%	10%	$ 135.15
44	HDR	X		Alvord	Asia	Project Controls	$ 93.23	147.06%	10%	$ 253.37
45	HDR	X		Kosiba	Andrew	Project Controls	$ 60.49	147.06%	10%	$ 164.39
46	HDR	X		Digregorio	Mike	Cost Estimating	$ 96.39	147.06%	10%	$ 261.96
47	HDR	X		Young	Steve	Cost Estimating	$ 75.96	147.06%	10%	$ 206.43
48	HDR	X		Halsted	Patrick	UPPR Coordination	$ 106.61	147.06%	10%	$ 289.73
49	HDR	X		Reasch	Larry	Project Principal	$ 126.32	147.06%	10%	$ 343.29
50	HDR	X		Borsh	Lina	Project Coordinator	$ 31.29	147.06%	10%	$ 85.04
51	HDR	X		Elton	Cindy	Project Coordinator	$ 41.38	147.06%	10%	$ 112.46
52	HDR	X		Hill	Shauna	Project Accountant	$ 41.25	147.06%	10%	$ 112.10
53	HDR	X		Doutis	Mistee	Project Accountant	$ 40.12	147.06%	10%	$ 109.03

* note inadvertantly left off initial rate sheet. Ed is an air quality expert, particularly in diesel emissions

** note inadvertantly left off initial rate sheet. Daniel is a rail and special track design expert currently helping with the Future of LRT project

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Dave Hancock, Acting Chief Service Development Officer
PRESENTER(S):	Todd Provost, Capital Development Director Janelle Robertson, Project Manager

TITLE:

Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (Parametrix Consult, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize Executive Director to execute FrontRunner Forward Environmental Services Pool Contract Task Order No. 01 and associated disbursements with Parametrix Constult, Inc. in the amount of 692,725.

BACKGROUND:
UTA has identified sections of double tracking as a part of the Initial Investment Plan to improve FrontRunner speed and frequency. These identified projects must move through the environmental and preliminary design as a next step to keep the FrontRunner Forward Program moving.

The pool of qualified environmental consultants was selected and allows UTA to advance quickly into the environmental work once the investments/improvements are identified. A Master Task Ordering Agreement with Parametrix Consult, Inc. was approved by the Board of Trustees on January 12, 2022.

UTA desires to execute a Task Order with Parametrix Consult, Inc. to provide environmental study and preliminary design services for FrontRunner Forward Initial Investment Projects Package 1.

DISCUSSION:
This contract amendment is to approve Task Order No. 1 with Parametrix Consult, Inc. to provide environmental professional services to advance FrontRunner improvements through environmental study and preliminary design. This includes the design needed to continue coordination with Union Pacific Railroad in order to advance to an agreement with them. Package #1 includes the following segments:

- Clearfield to Roy segment (3.7 miles)

- Centerville to Woods Cross (2.0 miles)
- Lehi segment (1.6 miles)
- American Fork segment (2.6 miles)

CONTRACT SUMMARY:

Contractor Name:	Parametrix Consult, Inc.
Contract Number:	21-034961VW-1
Base Contract Effective Dates:	Task Order Period of Performance: January 26, 2022 - December 21 ,2022.
Extended Contract Dates:	NA
Existing Contract Value:	$0
Amendment Amount:	$692,725
New/Total Amount Contract Value:	$692,725
Procurement Method:	RFQu Pool Task Order
Funding Sources:	State Funding

ALTERNATIVES:

UTA could decide to not approve a contract with Parametrix Consult, Inc. This decision would delay the initiation of preliminary design and environmental studies for the initial investment projects identified by UTA. This would make it difficult to advance the initial investment projects to construction as quickly as possible.

FISCAL IMPACT:

The budget for environmental services pool consultant is included in the 2022 annual capital budget.

ATTACHMENTS:

Task Order No. 1

TASK ORDER NO. 01

TASK ORDER NAME: FRONT RUNNER FORWARD ENVIRONMENTAL STUDIES PACKAGE NO. 1

PROJECT CODE: MSP252 – FR Double Track

This is Task Order No. 01 to the FrontRunner Forward On-Call Environmental Study Contract entered into by and between Utah Transit Authority (UTA) and Parametrix, Inc. (Contractor) as of January 27, 2022.
Parametrix Consult, Inc. DP

This Task Order is part of the Front Runner Forward On Call Environmental Study Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, fee, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order No. 01 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Completion Date for this Task is 12/21/2022.

3.0 FEE

The price for this task order is a not to exceed $692,725.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the FrontRunner Forward Environmental Study Pool Consultant Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Mary DeLoretto, Interim Executive Director Date
> $100,000

By: _____
David Hancock, Interim Chief Service Dvlpmt. Ofc. Date
< 100,000

By: _____
Todd Provost, Dir. of Capital Development Date
< $50,000

By: _____
Janelle Robertson, Project Manager Date
< $10,000

DocuSigned by:
Michael Bell
70E33A415BA44F6...
Legal Review
12/27/2021

Procurement Review

PARAMETRIX, INC.:

By: David Pennington

Date: 12/23/2021

SCOPE OF WORK
TASK ORDER NO. 1 ENVIRONMENTAL STUDY AND PRELIMINARY DESIGN SERVICES FOR FRONT RUNNER FORWARD INITIAL INVESTMENT PROJECTS PACKAGE 1

Utah Transit Authority
UTA CONTRACT NO. 21-034961VW FRONTRUNNER ENVIRONMENTAL PROFESSIONAL SERVICES

INTRODUCTION

Parametrix, Inc. (CONSULTANT) will prepare National Environmental Policy Act (NEPA) environmental studies for four double-track improvements projects in the FRF program, and will provide preliminary engineering for one of the projects. The projects are:

		CONSULTANT Scope of Work	
Double Track Segments	**Length**	**Environmental Study**	**Preliminary Design**
Clearfield to Roy (Task 2)	3.7 miles	Categorical Exclusion	None.
Centerville to WoodsCross (Task 3)	2.0 miles	Categorical Exclusion	None
Lehi (Task 4)	1.6 miles	Categorical Exclusion	None
American Fork (Task 5)	2.6 miles	Categorical Exclusion	Preliminary design (approximately 30%)

1. PROPOSED PERSONNEL

Our proposed personnel for this task order feature the following key and support staff identified in our RFQu NO. 21-03496VW response of October 20, 2021:

- Project Manager: Daryl Wendle, PARAMETRIX
- Environmental Lead: Mark Mazzola, PARAMETRIX
- Design Lead: Mark Dorn, DEA
- Support Staff:
  - Ian Kilpatrick, PARAMETRIX, Planner
  - Kathryn Seckel, PARAMETRIX, Scientist
  - Alyssa Worsham, PARAMETRIX, Planner
  - Charles Allen, PARAMETRIX, Traffic and Transportation
  - Leah Jaramillo, DEA, Public Involvement
  - Lance Meister, CSA, Noise and Vibration
  - Sheri Murray Ellis, Certus, Cultural Resources, Section 106
  - Tim Martin, DEA, Track, Deputy Design Manager, Systems/Signals)
  - Kevin Farley, DEA, Civil/Traffic/Structural, Drainage)
  - Jim Ellerbroek, DEA, UPRR Coordination Advisor
  - Marriah McReery, PARAMETRIX. Project Accountant

2. SCOPE OF SERVICES

The CONSULTANT's scope for the following services is based on the materials provided in UTA's December 7, 2021 task order request, including the attachments providing narrative and design drawing depictions of the four subject doubletracking projects. For efficiency, those attachments are incorporated by reference.

The following assumptions guide the scope of work for Tasks 2 (Clearfield to Roy), Task 3 (Centerville to Woods Cross), and Task 4 (Lehi):

- Preliminary Design/Engineering. Conceptual design/configuration layout will be completed and provided by the UTA FrontRunner Forward Program Management Services Consultant (PMSC). PMSC will conduct detailed analysis and preliminary design within focused areas as-needed (e.g., where retaining walls or residential properties are impacted). CONSULTANT will not prepare design for these segments.
- Union Pacific Railroad Coordination. UTA and PMSC will lead coordination with Union Pacific. All coordination and communication with the Union Pacific Railroad will be through the UTA Project Manager and PMSC. CONSULTANT will provide exhibits and graphics, based on other products or information developed through this task order, or through materials provided by UTA and PMSC, to support this coordination.
- Public Outreach. PMSC will lead public outreach. CONSULTANT will support PMSC by preparing exhibits, data, graphics, and information for public meetings, within limits of the resources provided under this agreement.

The following assumptions guide the scope of work for all tasks:

- The detailed environmental scope identified for Task 2 will generally be followed for the other projects covered in tasks 2 to 5, unless otherwise noted.
- Environmental mappings will be based on information available from USGS or Utah Geospatial Resources Center's State Geographic Information Database (SGID), and other jurisdictional databases, using aerial photography, and survey information to be available from UTA or the PMSC. Detailed field surveys along the length of the improved segments of the corridor are not anticipated.
- UTA and the PMSC will determine the detailed operations plan to be assumed in the environmental review, which could affect the scope of work, level of effort and schedule for transportation and noise/vibration, as well as treatments for rail/roadway crossings. To support the timely progression of design and environmental studies for the four projects, which would address speed, safety and reliability concerns in each location, the scope and level of effort here assumes existing operations.

Task 1: Project Management, Administration, and Coordination

1.1 Project Management, Administration, and Coordination.

CONSULTANT will coordinate with UTA and the PMSC project manager and PMSC team during the conduct of the task order. This includes task includes bi-monthly coordination meetings by the CONSULTANT team leads with UTA and the PMSC team to review the overall status and progress of the double track projects, as well as monthly invoicing and progress reporting. Other ongoing meetings for the coordination of the individual projects are covered in tasks 2 to 5.

As an initial project management deliverable, the CONSULTANT will prepare a summary Project Management Plan to support project kickoff. The PMP will include brief sections on team organization, contacts, general communication protocols, a master schedule, the QA/QC processes that will be followed, and safety procedures. The PMP will also include summary action statements for each of the below projects to confirm the focus of the environmental review, confirm methods and documentation anticipated, and provide a deliverables schedule, including reviews. This includes initiating a tracking list of data needs, including materials available or to be produced by UTA or the PMSC or others (such as survey information, past environmental reports, as-builts, etc.). Up to two meetings to review and discuss the PMP are anticipated. This task also includes an allocation for the core team members (up to 20 staff) to participate in safety training/orientation, assumed to be conducted virtually.

Deliverables:

- Meeting Agendas and Meeting Notes with Action Items
- Data Needs Tracking List
- Project Management Plan including
  - Deliverables Schedule
  - QA/QC Process
  - Organization, Contacts, Communications

Task 2: Environmental Study for UTA Double Track Segment - *Clearfield to Roy*

2.1 Environmental Services. CONSULTANT will conduct environmental activities and prepare required environmental documents for the double tracking project segment, including the following:

- CONSULTANT will conduct environmental resource impact review and documentation required to obtain a Federal Transit Administration (FTA) approved NEPA document including but not limited to field work, mapping, and reporting. This is anticipated to include completing the FTA Region 8 Categorical Exclusion (CE) worksheet.
- CONSULTANT will perform Section 106 and Section 4(f) surveys and studies. Section 106 agency consultation will be conducted by FTA; CONSULTANT will assist UTA with Section 106 documentation.
- CONSULTANT will prepare map set showing environmental resources in the project area, based on data available through USGS, UGS, survey information, and other readily available sources. CONSULTANT will submit GIS layers to UTA at the conclusion of the project.
- CONSULTANT will prepare a table summarizing required mitigation and anticipated environmental permits for each project, and a mapping showing location-specific mitigation. The environmental maps and table will be used to track environmental commitments during final design and construction.

The NEPA environmental analysis for the presumed CE will address the elements of the environment identified in the FTA Region 8 CE Worksheet, and will include analysis of affected environment, impacts (operational and construction), indirect and cumulative effects, and mitigation. In addition to the completed FTA Region 8 CE Worksheet, the environmental document will include background documentation describing:

- Acquisitions and Relocations –identifying properties affected by type (residential, commercial, and public), and total displacements by type. Properties affected will be listed in tabular and mapped format.
- Air Quality –Air quality analysis will be qualitatively performed to demonstrate conformity, based on adopted documents in the regional TIP; hot spot analysis is not anticipated.
- Biological Resources, Wetlands, Ecosystems – Based on initial information on the project, biological or ecosystem impacts on areas near the existing rail line would be limited, but this will be confirmed by reviews of existing information including environmental mapping to be developed as part of this task. Any fill of streams or wetlands are anticipated to be avoided, and waters or wetlands appearing on maps within 50 feet of the construction footprint will be reviewed. If potential streams or wetlands are identified on mappings, up to three locations will be investigated and their type and boundaries estimated using GPS or similar tools, assuming access is available. If access is not available, the boundary estimation will be done based on visual reconnaissance and available aerial photos. The effort will include documentation and correspondence demonstrating the potential presence or impacts to any species that are listed as threatened or endangered under the Endangered Species Act (ESA). This effort will also include the preparation of information for the FTA ESA Screening Checklist.
- Environmental Justice – This effort will consider the presence of minority and low-income populations (business owners, land owners, and residents) within about a quarter-mile of the study area. Most of the areas immediately adjacent to the alignment do not have minority or low-income populations. However, this section will also discuss UTA's outreach efforts targeted specifically at minority or low-income populations, as applicable.

- Hazardous Materials – This effort will focus on the acquisition of sites representing the highest level of complexity or concern that could impact the project's development. Regulatory database information on existing sites with known or potential contamination will be collected within the study area. This section will also include a categorization of known hazardous material sites by risk levels. FTA's Standard Operating Procedures regarding Environmental Site Assessments for properties to be acquired by grant applicants would be conducted later in project development, but is not included in Environmental scope because property acquisition requirements remain preliminary.
- Historic and Cultural Resources – This effort will support UTA's/FTA's initiation and coordination efforts to complete the Section 106 process. The effort will include correspondence supporting the initiation of consultation identifying the proposed actions, setting, proposed area of effect (APE), and initiation of coordination with agencies and other stakeholders regarding historic and archaeological resources. The Consultant, which includes the cultural resource sub-consultant, Certus Environmental, will support UTA and FTA by developing the information, materials and recommended findings needed for FTA to conduct and complete the Section 106 process. The findings of all related desktop research and field studies will be documented in a Cultural and Historic Resources Technical Memorandum. The efforts will include:
  - A review of Utah SHPO project site, and structures digital records to identify previously reported and/or known cultural resources in the 100-foot-wide corridor area following the project footprint.
  - A review historical maps, air photos, and other sources to identify potential cultural resources in the survey area and assist in assessing those documented during fieldwork
  - Consultation with the Utah Geological Survey (UGS) regarding known and potential fossil resources that could be affected by the proposed project, if such resources were previously of concern in the development of existing FrontRunner tracks.
  - Conduct intensive-level archaeological and selective reconnaissance-level architectural surveys for cultural resources within the 100-ft wide corridor area.
  - Report and document surveys and document cultural resources (up to 25 in this project area, based on initial review of databases by CONSULTANT).
- Land Use and Zoning, Farmlands – This effort will provide information on the existing and planned land uses and will summarize adopted comprehensive plans and zoning designations to support an evaluation of compatibility of proposed project with land use plans. Anticipated plans, including subarea plans, that are in development but not yet adopted will also be identified.
- Noise and Vibration – This section will apply FTA screening level analysis to determine if the project will have the potential for noise or vibration impacts at sensitive receptors, consistent with FTA noise and vibration methodology. A Noise and Vibration Screening Memo will be prepared by subconsultant CS Acoustics. If the project exceeds screening criteria and indicates the potential for noise impacts, more detailed assessments will be recommended.
- Recreational – This section will describe parks and recreation areas located in or adjacent to the study area, and assess potential impacts and mitigation needed.
- Section 4(f) and Section 6(f). This section would document research conducted to confirm the potential effects on Section 4(f) and Section 6(f) resources. Based on initial project information, no Section 4(f) recreation or nature preserves qualifying as Section 4(f) resources are known to be in the study area. No Section 6(f) properties are assumed to be affected but the presence of such properties will be documented. While the potential for the project area to include significant historic properties qualifying as Section 4(f) properties remains to be determined through this scope of work, this scope assumes that

adverse effects to such properties would be avoided, and effects by the project would be within *de minimis* or temporary occupancy levels.

- Safety and Security – This section will examine the potential for the project's potential environmental impacts on safety and security, but will reference UTA's systems and procedures in place for FrontRunner and related projects, with no anticipated major changes in safety conditions occurring as part of the project action.
- Transportation – This section will consist of a screening level review of existing conditions and future growth rates on at-grade crossings within the project corridor, and an assessment of whether any changes involved in the project would warrant detailed analysis of potential impacts. A Transportation Impact Screening Technical Memo will be prepared, and if impacts are identified, the memo will define the level of additional analysis necessary to further define impacts and mitigation. Traffic modeling or patronage forecasting is not anticipated, and station access features and conditions would remain unchanged. Parking impacts are not anticipated as a result of this project.
- Visual and Aesthetics – This analysis will generally characterize the setting of the project and effects on visual conditions and potentially sensitive views. Effects are anticipated to be limited, and no visual simulations are anticipated.
- Water Resources and Floodplains – This section will discuss water resources, including groundwater, water quality, streams, wetlands, and floodplains.
  - Water Resources, including groundwater and sole source aquifers: This section will utilize available design information and environmental database resources to characterize existing drainage, groundwater, flooding, and water quality conditions in the study area. This task will also include measures to meet stormwater management requirements, in accordance with applicable local, state, or federal standards. In coordination with Task 2.5, the stormwater component will focus on identifying applicable requirements, the extent of approximate areas needed for facilities, and whether or not impacts would remain as a result of the project. Proposed design measures and best management practices (BMPs) will be identified, and if impacts remain, mitigation would be identified. No substantial development within mapped floodplains is anticipated, and there would be no alteration of floodways.
  - Wetlands and Streams: This section will assess the potential for stream or wetland impacts, which planning to date show would be limited. The wetlands and streams assessment will be coordinated with the biological and ecosystems analysis. The section will discuss any temporary or permanent impact to mapped streams or wetlands or alterations to streams and waterways within 50 feet of the project footprint. Based on planning to date, the project would have no direct physical impacts to wetlands or streams/waterways subject to the Clean Water Act; however, additional field reconnaissance will be performed to confirm the accuracy of available mapping data and review the potential for unmapped resources. This field reconnaissance would be conducted in areas where rights of entry are available. In areas where rights of entry are not available and land cannot be visually assessed in the field, available aerial photography and mappings will be used and the documentation will reflect the survey limitation. If impacts are identified, avoidance through design would be the first strategy to be explored, prior to further analysis and documentation. Section 404 consultations with other agencies are not anticipated.
- Utilities – The effort will describe existing major utilities and potential conflicts, including irrigation or water canals, based on available design information.
- Construction -- This effort will describe the general construction plan defined through available design information, and will identify impacts due to construction activities, including noise, visual, utility disruption, debris and spoil disposal, and staging areas. It will also address air and water quality impacts,

visually quality and aesthetic, safety and security issues, and disruptions to traffic, utilities, and access to property.

- **Cumulative and Indirect Impacts** -- This effort will identify other interrelated, indirect or cumulative actions within the study area, and discuss cumulative and indirect impacts related to the project action.
- **Mitigation** – Mitigation will be described within each resources section. This section will provide a summary mitigation table and mapping.
- **Public Involvement** – This section will summarize public outreach efforts undertaken for the project, including public meetings, based on information provided by UTA and the PMSC.
- Where environmental elements do not require the preparation of a technical report or memo to support the environmental analysis summarized in the CE, a summary memo compiling background or source document references will be developed to file.

Deliverables:

- Environmental Map Set of Action Area and Vicinity
- FTA Region 8 CE Worksheet (up to 5 major rounds or versions
- Technical Background Memo with source information and impact notes for topic areas not involving detailed calculations or assessments
- Technical Memo/Report for Cultural/Section 106
- Draft Letters for Section 106 Initiation, Proposed Area of Potential Effect, Determinations of Eligibility, Determination of Effect
- Noise and Vibration Screening Technical Memo
- Transportation Screening Impact Technical Memo

Assumptions:

- FTA's decision regarding whether a Documented Categorical Exclusion or Environmental Assessment will be made prior to the initiation of detailed documentation and analysis.
- Actions by others, including developments on properties adjacent to the project, would be defined as separate projects and not a consequence of the proposed project.
- Applicable UTA Environmental Study Report Requirements would be met by the NEPA document and related processes.
- Publication printing and distribution costs will be UTA's responsibility.
- Production and review of deliverables will involve four (4) drafts with track change/iterations and one (1) final NEPA document, including referenced documents such as technical reports, mappings, and engineering drawings with basic project design information.

2.2 Public Outreach Support.

CONSULTANT will support PMSC with documents, information, data, or graphics based on available information or related products developed through this scope of work or by others, up to the limitations allocated for this task.

Task 3: Environmental Study for UTA Double Track Segment – *Centerville to Woods Cross*

CONSULTANT will complete the following subtasks for the Centerville to Woods Cross Segment:

3.1 Environmental Services

The scope of services and deliverables would be the same as defined in task 2.1. Alterations to canals are assumed to be a utility impact and not a water resource.

3.2 Public Outreach Support

The scope of services would be the same as defined in task 2.2.

Task 4: Environmental Study for UTA Double Track Segment – *Lehi*

CONSULTANT will complete the following subtasks as described in Task 2, for the Lehi Segment:

4.1 Environmental Services

The scope of services and deliverables would be the same as defined in task 2.1.

4.2 Public Outreach Support

The scope of services would be the same as defined in task 2.2.

Task 5: Environmental Study and Preliminary Design for UTA Double Track Segment – *American Fork*

The following are assumptions from UTA and the PMSC that guide the more detailed scope of work below for Task 5:

- Preliminary Design/Engineering. A conceptual configuration layout will be provided to the CONSULTANT by PMSC. CONSULTANT will advance the configuration layout to approximately 20% design (horizontal and vertical control, cut and fill lines, construction easements, right-of-way needs).
- Survey and Mapping. PMSC will provide survey and mapping to the CONSULTANT.
- Union Pacific Railroad Coordination. UTA and PMSC will lead coordination with Union Pacific. All coordination and communication with the Union Pacific Railroad will be through the UTA Project Manager and PMSC.
- Public Outreach. PMSC will lead public outreach. CONSULTANT will support PMSC by preparing exhibits and information for public meetings. CONSULTANT will support PMSC with documents, information, data, or graphics, generally based on existing information or products developed through this Task Order or by others.

5.1 Preliminary Design/Engineering.

CONSULTANT will prepare preliminary (20%) design. A conceptual configuration layout will be provided to the CONSULTANT by the PMSC. The CONSULTANT will advance the conceptual configuration to a design level sufficient (approximately 20% with horizontal and vertical control, cut and fill lines, construction easements, right of way needs) to conduct the environmental resource impact review required for the environmental document, and to estimate quantities and costs. The CONSULTANT will prepare design in accordance with UTA standards and specifications unless design waivers and deviations are approved. CONSULTANT will prepare preliminary engineering at a level to support environmental impact assessments and documentation, which is generally focused on disturbed areas and new transportation facilities and infrastructure. This would include, as applicable:

- Rail and special track

- Structural design , primarily the location, extent and heights of retaining walls
- Drainage facilities
- Utilities
- Civil and site development design
- At-grade crossings
- Right-of-way
- Railroad signal design

Subtasks to be provided in task 5.1 are:

5.1.01 Design Management and Quality Control

- Provide design management and overall coordination of consultant team activities in a manner to efficiently complete the 20% design deliverables
- Participate in a constructability review to establish necessary construction staging areas, access to define the overall footprint of the project including temporary construction easement requirements
- Conduct quality control and assurance measures consistent with UTA's standard practices as well as those followed by each firm's policy which will include:
  - identification of reviewers for each major discipline as well as a quality manager.
  - Detailed and independent reviews of each major deliverable
  - Review of the design interfaces between different design disciplines
- Internal Quality assurance audit of QC plan activities by consultant team
- Documentation procedures to maintain records of quality control and assurance activities performed.

Deliverables:

- Meeting minutes from regular Design Team coordination meetings with Documentation of monitoring and quality assurance audits of Quality Control reviews of major submittals
- Meeting minutes associated with QC process training as appropriate and deliverable-specific QC review instructions, etc.

5.1.02 Design Production

- Manage production and assembly of a draft and final 20% Design Plan Set in compliance with UTA CADD standards and consistent with the concurrent environmental documentation and design review comments

Deliverables:

- Draft and Final 20% Design Drawing Set, showing rail and track improvements and overall project footpring, including structural and site civil
- Draft outline of specifications by design element

Assumptions:

- Detailed definition of contents of in progress and 20% design submittals, including for UPRR submittals, would be developed during project kick-off and the PMP development in Task 1.

5.1.03 Rail and Special Track

- Refine trackway typical sections including the location of existing and proposed utilities, drainage features and other associated infrastructure (retaining walls, etc.)
- Establish the preferred horizontal and vertical control for the track alignment to optimize train operational performance and determine the design speed
- Provide information on geometric spirals and track superelevation
- Define special trackwork elements, focusing on locations and quantities needed to support environmental review and to support preliminary UPRR coordination – turnouts; crossing panels, other
- Identify constrained sections along the appropriate design segment and develop and review modified "constrained" cross sections as necessary to address questions, concerns and cost estimates in these locations
- Conduct quality control reviews per overarching QC Plan
- Calculate 20% design quantities by appropriate bid items

Deliverables:

- Draft 10% and draft and final 20% rail plans, profiles and details to be delivered under Task 5.01.02
- 20% Design quantities to be assembled under Task 5.5

5.1.04 Civil and site development design

- Coordination with survey team and development of existing digital terrain model (DTM) for the corridor
- Conduct investigation of Commuter Rail as-built drawings to confirm facilities on the corridor
- Establish the preliminary limits of civil improvements other than at-grade crossings
- Incorporate relevant design features into base design as accepted by UTA and appropriate jurisdiction.
- Develop preliminary site designs for ancillary areas such as signal housings
- Refine the limits of preliminary construction footprint for the project and anticipated right-of-way requirements including full and partial acquisitions, permanent easements for maintenance and temporary construction easements
- Prepare 20% Design
- Calculate 32% design quantities by appropriate bid items

Deliverables:

- Draft draft and final 20% civil design information to be delivered under Task 5.1.03. or 5.1.05
- 20% Design quantities to be assembled under Task 5.5

Assumptions:

- Assumes no roadway impacts to 8020 North, West 300 South, and no redesign required for those roadways

5.1.05 At-Grade Crossings

- Develop preliminary designs for the railroad grade-crossing installations for the following:
  - Center Street
  - 200 South
  - Main Street
  - 100 North
  - 500 West
- Provide crossing installation details for those crossings deemed "rail ready" which include those constructed under UTA FrontRunner South and UDOT Pioneer Crossing
- Prepare signing and striping plans for each crossing
- Prepare 20% Design drawings
- Calculate 20% design quantities by appropriate bid items

Deliverables:

- Draft and final 20% roadway crossing plans, profiles and details to be delivered under Task 5.1.02
- 20% Design quantities to be assembled under Task 5.5

Assumptions:

- Assumes traffic analysis will not be required at any of the locations beyond the screening level assessment conducted in task 5.2.
- PMSC will produce UPRR permitting plan sets

Potential betterments or improvements would be identified in preparation of 10% concepts, but the level of effort assumes that improvements would generally be focused on the UTA side of the alignment.5.1.06 Structural Design

- Define retaining walls parameters (length and height) along the project corridor
- Participate in constructability review to define construction staging areas, access and temporary construction easements
- Prepare 20% Design with retaining wall information shown on track plan and profile drawings
- Calculate 20% design quantities by appropriate bid items

Deliverables:

- Draft and final 20% structural plans and details to be delivered under Task 5.1.03
- 20% Design quantities to be assembled under Task 5.5

Assumptions:

- Assumes 7 retaining wall locations located opposite of UPRR right of way
- Assumes design of retaining walls is horizontal layout, profile, and typical section. Wall structural analysis will be performed during final design.
- Assumes designs of box culverts will not be required (based on PMSC Exhibits)
- Assumes no modifications will be required at the Pioneer under-crossing

5.1.07 Drainage Design

- Develop 20% stormwater drainage design information for the extent of the corridor including longitudinally along the railroad corridor
- Develop 20% drainage design and conveyance information for all roadway and rail crossings, for inclusion in Task 5.1.05
- Calculate 20% design quantities by appropriate bid items

Deliverables:

- Draft and final 20% drainage information to be delivered under Task 5.1.03 and 5.1.05
- 20% Design quantities to be assembled under Task 5.5

Assumptions:

- Assumes irrigation system designs are not included as part of preliminary design, but will be identified

5.1.08 Preliminary Railroad Signal Design

- Identify railroad signaling and design requirements for the purpose of defining facilities and locations for environmental review
- Review existing signal design plans including signal control lines, cable plans and details for equipment to determine impacts caused by proposed improvements
- Produce schematic design showing size and location of relocated ductbank (assuming current ductbank is shown in existing signal design plans)
- Coordinate with civil and track designers to place proposed grade crossing equipment and any other necessary signal equipment in appropriate locations along the tracks (equipment will be shown in track plans at 20%)
- Up to three meetings to coordinate with UTA and the PMSC to determine operational changes and related requirements
- Coordinate with traffic designers to determine any impacts at grade crossings that may result in the need for additional traffic signal equipment or that may affect traffic ques or traffic timing at grade crossings

Deliverables:

- Schematic plan showing scope of ductbank relocation, scope of fiber relocation and any new or modified train signal equipment along the tracks, to be included in a composite utility set (5.1.10)

- 20% estimated quantities for train signal system modifications and fiber optic to be assembled under Task 5.5

Assumptions:

- UTA or the PMSC will coordinate with owner(s) of existing fiber optic facility and provide requirements to be considered in this task

Detailed systems and signal analysis and design would be conducted in final design, and this effort is limited to a level appropriate for environmental review, with concepts based on UTA typical installations

5.1.09 Geotechnical analysis

- Not used
-

5.1.10 Utilities

- Coordinate with Subsurface Utility Engineering team for utility records research and identification and confirmation of existing utilities on the corridor
- Update and manage an inventory of existing public and private utilities within the vicinity of the project, based on information provided by the PMSC
- Prepare composite existing utility plan set for the corridor for inclusion in 20% Plan Set

Deliverables:

- Composite existing utility drawings for inclusion in 20% Design Plan Set
- 20% Design quantities to be assembled under Task 5.5

Assumptions:

- Survey to be conducted by UTA and the PMSC will include horizontal location of utilities, with test holes to be done with final design
- PMSC will be responsible for meeting with utility owners to understand the characteristics of their existing infrastructure and parameters of potential mitigation measures including "maintaining in place" or relocation, and confirming anticipated utility relocation requirements
- Assumes water and sanitary sewer relocations anticipated to be horizontal/lateral shift, and not required to be relocated beyond impacted area. Assumes no analyses required.
- Assumes overhead utility lines and systems will not be required.
- Assumes Relocation Agreements prepared during final design phase.
- Assumes relocation costs of 3rd party (gas, electric, telephone, fiber) systems to be prepared and provided by utility company
- Assumes existing utility agreements will be provided by UTA

5.1.11 Right-of-way

- Confirm right-of-way acquisition requirements
- Confirm permanent maintenance and temporary construction easements
- Identify land acquisitions and easements on drawings
- Produce necessary linework for inclusion in the track and civil design drawings
- Calculate right-of-way areas for acquisitions, permanent and temporary easements

Deliverables:

- ROW linework for inclusion in track and civil drawings
- Updated right-of-way inventory summary spreadsheet (if appropriate)

Assumptions:

- Assumes UTA and/or PMSC will coordinate with property owners. PMSC will be responsible for assembling an inventory of property owner information along the corridor as needed for public relations. Identify those properties that will be impacted as a partial or full acquisition and permanent or temporary easements
- Right-of-way quantities by acquisition and easements will be developed by PMSC.
- Right of way graphics in support of ROW negotiations or property owner coordination will be the responsibility of the PMSC
- Assumes site visits with property owners will not be required
- Assumes ROW acquisition costs to be estimated by UTA
- Assumes ROW Documents will be prepared during final design
- Assumes preparation of 1 ROW Exhibit prepared for each Owner (assumes 15 Exhibits)
- Assumes utility impacts within ROW acquisition area (i.e. septic tanks, sprinkler systems) not included with preliminary design.

5.1.12 Lighting and Electrical

- Conduct a preliminary lighting analysis for the railroad crossings areas using local and national guidelines
- Prepare a technical report summarizing findings and recommendation
- Provide design input into the location of any supplemental lighting fixtures as part of the railroad crossing plans as necessary
- Produce lighting and electrical quantities as appropriate

Deliverables:

- Street lighting assessment technical memorandum
- Supplemental streetlighting infrastructure design information for inclusion in railroad crossing plan set
- 30% Design quantities to be assembled under Task 5.5
- Right-of-way inventory summary

5.2 Environmental Services. CONSULTANT will conduct environmental activities and prepare environmental documents for the double tracking project segment.

- The scope of services and deliverables would be the same as defined in task 2.1.

5.3 Public Outreach Support. CONSULTANT will support PMSC with documents, information, data, or graphics.

- The scope of services would be the same as defined in task 2.2.

5.4 Union Pacific Railroad Coordination Support.

CONSULTANT will provide design information that would support PMSC coordination with Union Pacific, but PMSC will have responsibility for preparing the plan sets and information specific to Union Pacific requirements, including at the 10% and approximately 30% levels. The information needed is assumed to be based on other design deliverables to UTA and that requested formats would generally be aligned and such expectations will be identified during Task 1 project kickoff. PMSC will submit plans to and coordinate with the Union Pacific Railroad, and is assumed to be responsible for detailed permitting packages that UPRR may require.

The services by CONSULTANT include:

- Assisting PMSC in preparing for meetings with UPRR and other regulatory authorities
- Up to three meetings with PMSC for the purposes of coordinating submittal requirements and information needed from the CONSULTANT
- Assist in reviewing permitting request documents in compliance with standard UPRR check list
- Participating in UPRR permit coordination meetings and negotiations where preliminary design deliverables are involved

5.5 Quantities and Cost Estimate.

CONSULTANT will prepare a quantity estimate with PMSC responsible for cost estimating. Quantity take-offs shall be coordinated with UTA and should reflect FTA's Standard Cost Codes (SCC). The services by CONSULTANT include:

- Compiling, organizing quantities that are calculated as part of each discipline subtask
- Establishing bid/pay item breakdowns by specification

Deliverables:

- 30% Design quantities

3. FEE

Attachment 1 provides a summary fee estimate overall and by task.

4. SCHEDULE

Attachment 2 provides a schedule for the typical work program for a double-tracking project; the schedule will be refined as proposed under Task 1, including defining the dates for design details of each project to be used as the basis for the environmental documentation or for coordination with other parties such as UPRR.

Utah Transportation Authority
FRONTRUNNER ENVIRONMENTAL PROFESSIONAL SERVICES, CONTRACT 21-034961vw
FRF Environmental Studies Package #1

FRF Environmental Studies Package #1

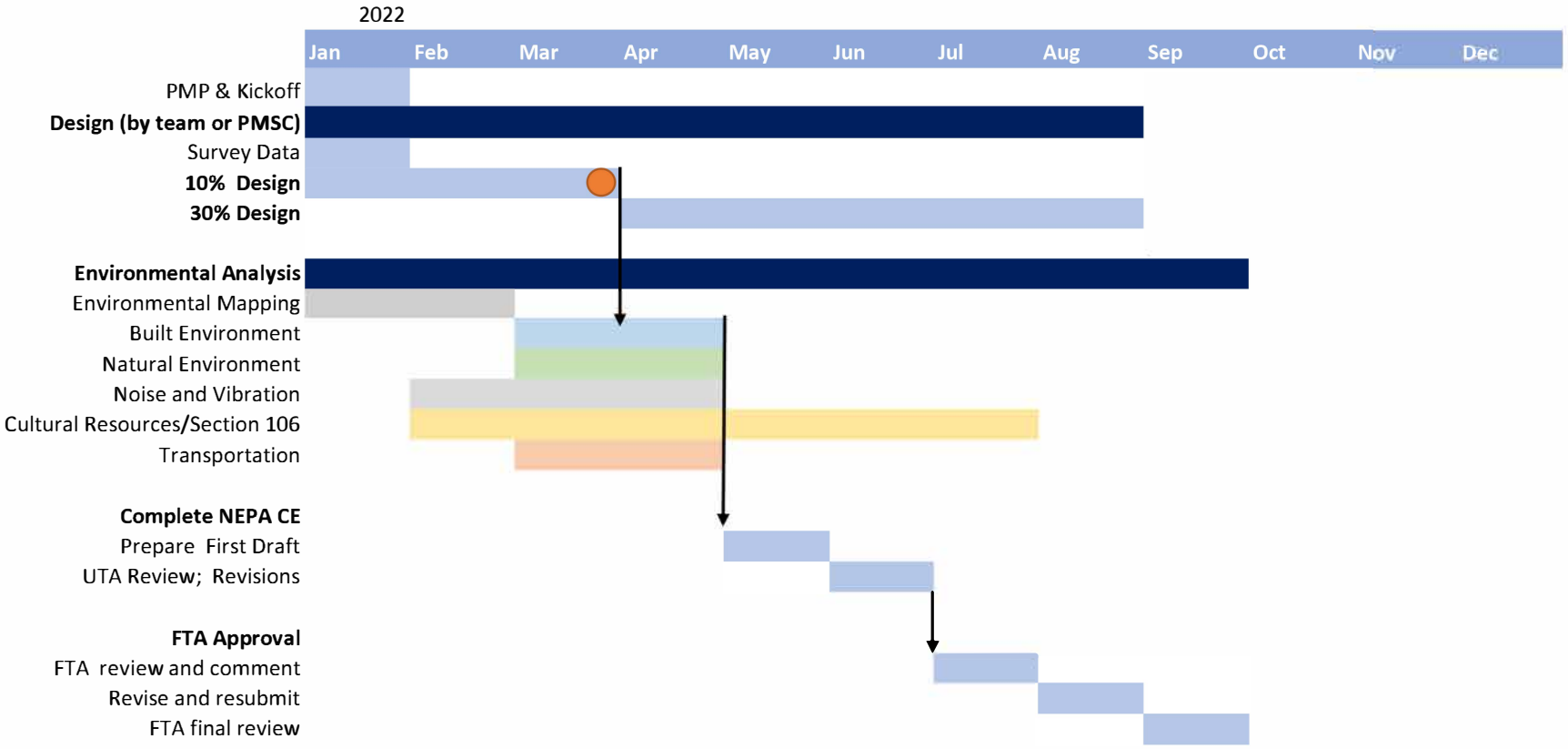
Task	SubTask	Description	Labor Dollars	Labor Hours	Daryl Wendle	Marriah McCreery	Katheryn Seckel	Mark Mazzola	Alyssa Worsham	Kaylee Moser	Charles Allen	Sheri Ellis / Cultural Resources	Sheri Ellis / Admin	Lance Meister
					Parametrix							Certus		CSA
		Fully Burdened Rate with Fee of 10%:			$284.67	$123.65	$161.17	$218.32	$117.33	$116.11	$183.46	$109.53	$45.50	$158.72
01		**Project Management, Administration and Coordination**	$58,458.30	358	40	138	0	96	40	0	0	28	8	0
01	01	Kick-Off Meeting	$3,351.60	16	4	2	0	8	0	0	0	2	0	0
01	02	Project Management Plan	$17,306.36	108	4	8	0	40	40	0	0	16	0	0
01	03	Monthly Progress Meetings	$13,499.08	60	24	8	0	24	0	0	0	4	0	0
01	04	Monthly Progress Reports, Schedule Updates, Invoices	$24,301.26	174	8	120	0	24	0	0	0	6	8	0
02		**Clearfieldto Roy**	$61,782.79	380	8	0	68	96	70	24	16	25	8	32
02	01	Environmental Services	$56,312.03	347	8	0	68	96	70	24	16	25	8	32
	01.01	*Mapping and CE Development*	$20,507.88	112	8	0	0	60	40	0	0	4	0	0
	01.02	*Built Environment*	$12,755.84	80	0	0	40	16	24	0	0	0	0	0
	01.03	*Natural Environment*	$8,629.88	56	0	0	20	12	0	24	0	0	0	0
	01.04	*Noise and Vibration*	$6,603.06	42	0	0	8	0	2	0	0	0	0	32
	01.05	*Cultural Resources*	$4,410.69	37	0	0	0	8	0	0	0	21	8	0
	01.06	*Transportation*	$3,404.68	20	0	0	0	0	4	0	16	0	0	0
02	02	Public Outreach Support	$5,470.76	33	0	0	0	0	0	0	0	0	0	0
03		**Centerville to Woods Cross**	$55,770.62	335	8	0	70	96	44	24	16	24	8	12
03	01	Environmental Services	$50,299.86	302	8	0	70	96	44	24	16	24	8	12
	01.01	*Mapping and CE Development*	$20,398.35	111	8	0	0	60	40	0	0	3	0	0
	01.02	*Built Environment*	$9,939.92	56	0	0	40	16	0	0	0	0	0	0
	01.03	*Natural Environment*	$8,629.88	56	0	0	20	12	0	24	0	0	0	0
	01.04	*Noise and Vibration*	$3,428.66	22	0	0	8	0	2	0	0	0	0	12
	01.05	*Cultural Resources*	$4,410.69	37	0	0	0	8	0	0	0	21	8	0
	01.06	*Transportation*	$3,492.36	20	0	0	2	0	2	0	16	0	0	0
03	02	Public Outreach Support	$5,470.76	33	0	0	0	0	0	0	0	0	0	0
04		**Lehi**	$54,564.08	335	8	0	62	94	46	24	8	40	8	12
04	01	Environmental Services	$49,093.32	302	8	0	62	94	46	24	8	40	8	12
	01.01	*Mapping and CE Development*	$20,946.00	116	8	0	0	60	40	0	0	8	0	0
	01.02	*Built Environment*	$9,939.92	56	0	0	40	16	0	0	0	0	0	0
	01.03	*Natural Environment*	$8,629.88	56	0	0	20	12	0	24	0	0	0	0
	01.04	*Noise and Vibration*	$2,575.94	16	0	0	0	2	2	0	0	0	0	12
	01.05	*Cultural Resources*	$5,299.24	48	0	0	2	4	2	0	0	32	8	0
	01.06	*Transportation*	$1,702.34	10	0	0	0	0	2	0	8	0	0	0
04	02	Public Outreach Support	$5,470.76	33	0	0	0	0	0	0	0	0	0	0
05		**American Fork**	$437,147.32	2,713	8	0	84	88	40	24	24	28	8	20
05	01	Preliminary Design/Engineering	$344,318.88	2164	0	0	0	0	0	0	0	0	0	0
	01.01	*Design Management and Quality Control*	$47,126.76	204	0	0	0	0	0	0	0	0	0	0
	01.02	*Design Production*	$40,595.80	260	0	0	0	0	0	0	0	0	0	0
	01.03	*Rail and Special Track*	$94,385.20	600	0	0	0	0	0	0	0	0	0	0
	01.04	*Civil and Site Development Design*	$18,114.60	156	0	0	0	0	0	0	0	0	0	0
	01.05	*At-Grade Crossings*	$38,717.60	240	0	0	0	0	0	0	0	0	0	0
	01.06	*Structural Design*	$16,220.04	124	0	0	0	0	0	0	0	0	0	0
	01.07	*Drainage Design*	$23,200.50	150	0	0	0	0	0	0	0	0	0	0
	01.08	*Railroad Signal Design*	$21,133.60	80	0	0	0	0	0	0	0	0	0	0
	01.09	*Geotechnical Analysis*	$0.00	0	0	0	0	0	0	0	0	0	0	0
	01.10	*Utilities*	$20,029.12	176	0	0	0	0	0	0	0	0	0	0
	01.11	*Right-of-Way*	$15,116.26	114	0	0	0	0	0	0	0	0	0	0
	01.12	*Lighting and Electrical*	$9,679.40	60	0	0	0	0	0	0	0	0	0	0
05	02	Environmental Services	$53,515.92	324	8	0	84	88	40	24	24	28	8	20
	02.01	*Mapping and CE Development*	$20,617.41	113	8	0	0	60	40	0	0	5	0	0
	02.02	*Built Environment*	$9,939.92	56	0	0	40	16	0	0	0	0	0	0
	02.03	*Natural Environment*	$8,629.88	56	0	0	20	12	0	24	0	0	0	0
	02.04	*Noise and Vibration*	$1,289.36	8	0	0	8	0	0	0	0	0	0	0
	02.05	*Cultural Resources*	$7,346.95	59	0	0	8	0	0	0	0	23	8	20
	02.06	*Transportation*	$5,692.40	32	0	0	8	0	0	0	24	0	0	0
05	03	Public Outreach Support	$5,470.76	33	0	0	0	0	0	0	0	0	0	0
05	04	Union Pacific Railroad Coordination Support	$12,202.32	56	0	0	0	0	0	0	0	0	0	0
05	05	Quantities and Cost Estimate	$21,639.44	136	0	0	0	0	0	0	0	0	0	0
		Labor Hour Totals:	$667,723.12	4,123	72	138	284	470	240	96	64	145	40	76
		Labor Totals:	$667,725		$20,496	$17,064	$45,772	$102,610	$28,159	$11,147	$11,741	$15,882	$1,820	$12,063
		Other Direct Expenses	$25,000											

Task	SubTask	Description	Mark Dorn	Leon Jaramillo	Kevin Farley	Kevin Jeffers	Terri O'Brien	Ken Holt	Jim Ellerbroek	Mike Butler	Briana Lebovitz	Jeff McBride	Zach Bailey	Bob Clegg	Andy Powell	Christine Isom	Tim Martin	Daniel Bernier	Craig Sample	Jordan Becker	Dasha Wallace	Stephen Pearsall
			DEA																			
		Fully Burdened Rate with Fee of 10%:	$369.27	$163.85	$253.21	$264.17	$121.05	$116.47	$311.57	$140.53	$136.07	$205.82	$99.01	$261.72	$285.95	$280.58	$185.23	$109.25	$148.57	$157.99	$115.63	$177.23
01		**Project Management, Administration and Coordination**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
01	01	Kick-Off Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01	02	Project Management Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01	03	Monthly Progress Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01	04	Monthly Progress Reports, Schedule Updates, Invoices	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
02		**Clearfieldto Roy**	0	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02	01	Environmental Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.01	*Mapping and CE Development*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.02	*Built Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.03	*Natural Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.04	*Noise and Vibration*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.05	*Cultural Resources*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.06	*Transportation*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02	02	Public Outreach Support	0	33.38885	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03		**Centerville to Woods Cross**	0	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03	01	Environmental Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.01	*Mapping and CE Development*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.02	*Built Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.03	*Natural Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.04	*Noise and Vibration*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.05	*Cultural Resources*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.06	*Transportation*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03	02	Public Outreach Support	0	33.38885	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04		**Lehi**	0	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04	01	Environmental Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.01	*Mapping and CE Development*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.02	*Built Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.03	*Natural Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.04	*Noise and Vibration*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.05	*Cultural Resources*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.06	*Transportation*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04	02	Public Outreach Support	0	33.38885	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05		**American Fork**	76	33	84	80	12	48	16	8	178	68	590	20	128	16	296	220	300	40	152	24
05	01	Preliminary Design/Engineering	68	0	76	80	12	48	0	8	178	68	590	20	128	16	240	220	300	40	72	0
	01.01	*Design Management and Quality Control*	60	0	60	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	72	0
	01.02	*Design Production*	8	0	16	0	0	0	0	0	0	20	0	4	12	0	0	120	80	0	0	0
	01.03	*Rail and Special Track*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	240	100	220	40	0	0
	01.04	*Civil and Site Development Design*	0	0	0	0	0	0	0	8	40	8	100	0	0	0	0	0	0	0	0	0
	01.05	*At-Grade Crossings*	0	0	0	0	0	0	0	0	0	0	160	0	80	0	0	0	0	0	0	0
	01.06	*Structural Design*	0	0	0	0	0	0	0	0	28	0	80	0	0	16	0	0	0	0	0	0
	01.07	*Drainage Design*	0	0	0	0	0	0	0	0	110	40	0	0	0	0	0	0	0	0	0	0
	01.08	*Railroad Signal Design*	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.09	*Geotechnical Analysis*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	01.10	*Utilities*	0	0	0	0	0	0	0	0	0	0	160	16	0	0	0	0	0	0	0	0
	01.11	*Right-of-Way*	0	0	0	0	0	48	0	0	0	0	50	0	16	0	0	0	0	0	0	0
	01.12	*Lighting and Electrical*	0	0	0	0	0	0	0	0	0	0	40	0	20	0	0	0	0	0	0	0
05	02	Environmental Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.01	*Mapping and CE Development*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.02	*Built Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.03	*Natural Environment*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.04	*Noise and Vibration*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.05	*Cultural Resources*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	02.06	*Transportation*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05	03	Public Outreach Support	0	33.38885	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05	04	Union Pacific Railroad Coordination Support	0	0	0	0	0	0	16	0	0	0	0	0	0	0	16	0	0	0	0	24
05	05	Quantities and Cost Estimate	8	0	8	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	80	0
		Labor Hour Totals:	76	134	84	80	12	48	16	8	178	68	590	20	128	16	296	220	300	40	160	24
		Labor Totals:	$28,065	$21,883	$21,270	$21,134	$1,453	$5,591	$4,985	$1,124	$24,220	$13,996	$58,416	$5,234	$36,602	$4,489	$54,828	$24,035	$44,571	$6,320	$18,501	$4,254

Project Total $ 692,725

Labor Total by Company	Hours	Labor Total	Expense Total	Total	%
Parametrix	1364	$236,989	$10,000	$246,989	36%
Certus	185	$17,702	$2,500	$20,202	3%
CSA	76	$12,063	$2,500	$14,563	2%
DEA	2498	$400,971	$10000	$410,971	59%
Labor Total:	4,123	$667,725	$25,000	$692,725	100%

Attachment 2 - Schedule



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Nichol Bourdeaux, Chief Planning and Engagement Officer Cindy Medford, Customer Service Manager

TITLE:

Constituent and Customer Service 2021 Annual Report

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Information item for discussion

BACKGROUND:
The Customer Service Department is responsible for six areas of customer support. Utilizing several platforms and mediums, these teams provide various services for UTA constituents. The Customer Service employees provide rider information, respond to issues and concerns, sell fare media, inform riders about delays and detours as well as recover lost items throughout our system. The department's forty-seven employees are located at offices throughout the service district or participate in the Home Agent program.

DISCUSSION:
Customer Service, under the Office of Planning and Engagement, will present to the Board of Trustees the annual Constituent report, summarizing customer interactions and key performance indicators (KPIs). The report includes quantitative data on the top customer feedback comments, response times, resolutions, the lost and found process, and new initiatives.

ALTERNATIVES:
N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Constituent and Customer Services 2021 Annual Report

Constituent and Customer Service 2021 Annual Report

Introduction:

The customer service department is here to build relationships of trust and support within our department and throughout the community by effectively listening, demonstrating compassion, and working together to find a solution that meets the needs of the customers and our employees. Our agents strive to provide the rider with the confidence to use public transit.

The following report is an annual summary of the Customer Service department's areas of responsibility. The report details the department's primary KPIs and highlights the team's interactions with UTA's riders and customers.

Figure 1: Customer Service Employees

Overview of Responsibilities:

- Customer Information and Education
- Customer Feedback, Investigations and Resolutions
- Fare Media Sales and Education
- Lost Items Recovery
- Civil Fine Hearings and Fine Adjudication
- Customer Communication and Service Alerts
- Supporting Community Outreach- (29 events)

The Customer Service and Lost and Found Centers are in Ogden, Provo, Salt Lake City and in South Salt Lake and hours are 7:00am to 6:00pm, Monday through Friday.

The Call Center is open seven days a week starting at 6:00am until 9:00pm Monday through Saturday and 8:30am to 5:00pm on Sundays.

The Social Media team is available seven days a week starting at 5:00am to 9:00pm, Monday through Saturday and 8:00am to 6:00pm on Sundays. This team will also stay late if there are any delays or community events that end after 9:00pm

KPIs

Key Performance Indicators:

Customers contact UTA's Customer Service department through several channels including calls, emails, letters, and social media. Primary indicators inform the department on responsiveness to the customer as well as measuring staffing levels.

Customer Service took 201,750 phone calls in 2021, averaging 16,813 calls per month.

The department tracks the number of calls received and measures the percent of change from the previous year for the same month.

Figure 2: Customer Service Call KPI

Call KPIs	Totals	Percent of Change	Abandon Acceptable	Abandon Actuals	Queue Time	Handle Time
Information	161,730	-8%	6% or less	9%	39 seconds	136 seconds
Feedback	21,088	-1%	10% or less	12%	66 seconds	437 seconds
Lost and Found	13,266	15%	8% or less	14%	114 seconds	182 seconds
UTA Operator	5,227	31%	13% or less	16%	26 seconds	74 seconds
Fine Adjudication	439	-46%	19% or less	19%	101 seconds	177 seconds

Constituent Services

Constituent Services:

In 2021, UTA received 19,334 comments from the public about our services. This feedback is documented in a system that identify trends and areas of consideration for improvement. The agents who file the comments have a handle time expectation of less than 24 hours, which was met 98% of the time in 2021.

UTA departments are required to complete their investigation and close the comment within seven days of being filed. UTA's average handle time for 2021 was five days.

Figure 3: Top 5 Comments in 2021

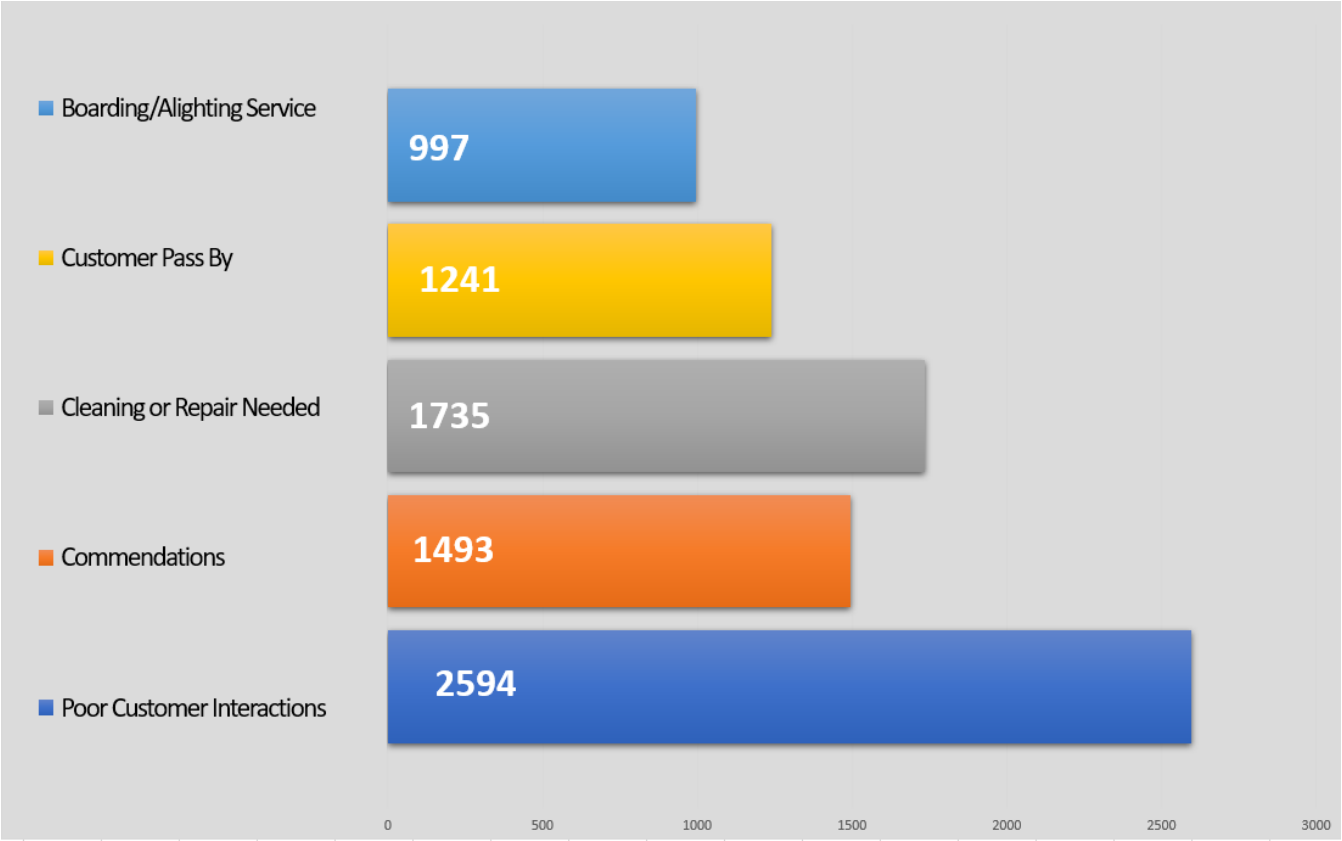
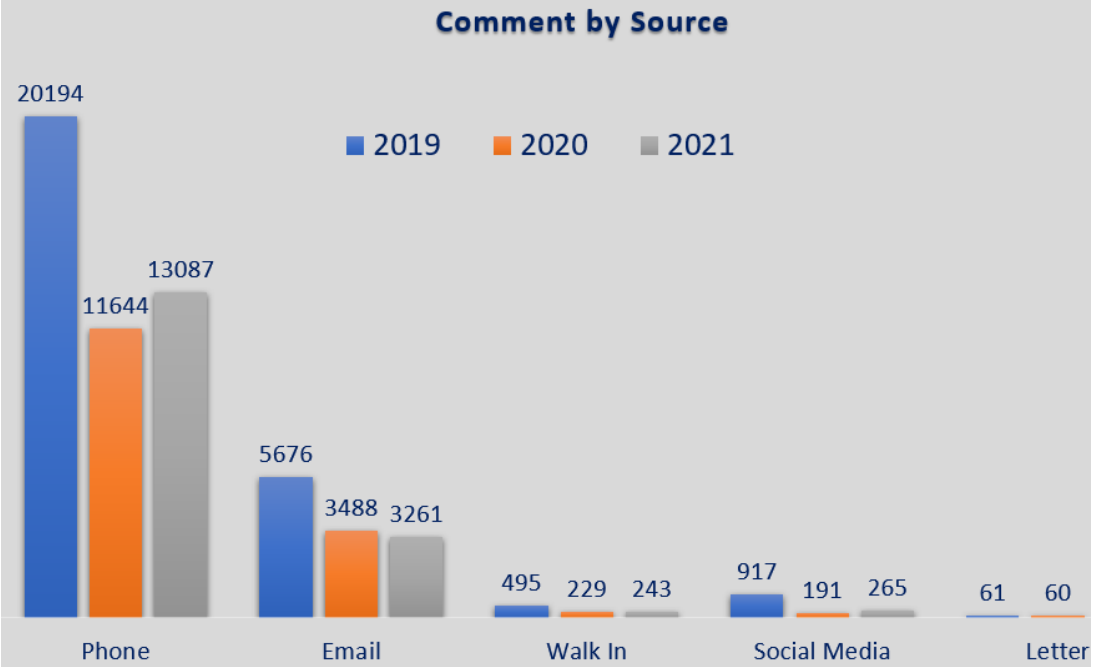


Figure 4: Comments by Source



Service Alerts

Service Alerts:

Real time communication to the public about delays, detours or other service impacts are sent to riders daily via Twitter, Gov Delivery, and the Transit app. We send out notifications through apps, email, and text message. This allows our riders to choose the method that works best for them.

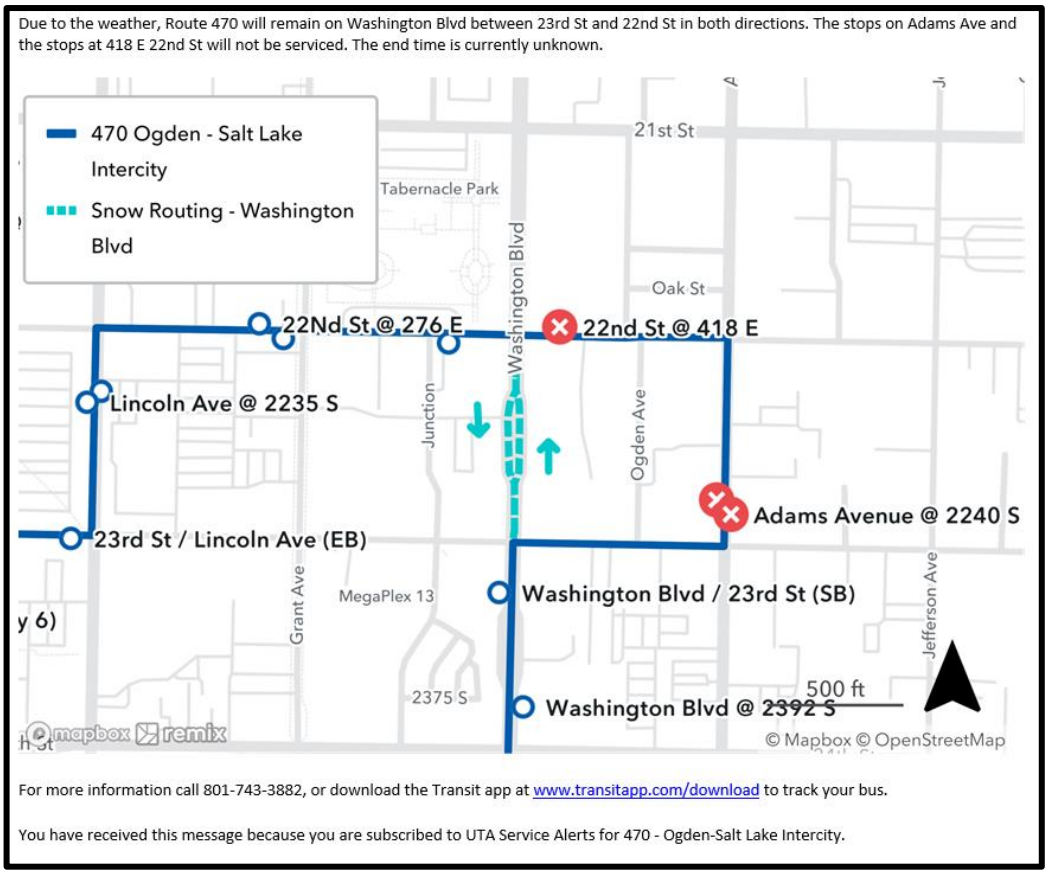
Twitter has 46,000 followers and we send out service alerts when trains will be impacted by more than ten minutes followed up every fifteen to thirty minutes to keep customers informed. We average fifteen tweet notices per day and ten to thirty responses to direct questions per day.

Transit app alerts are route specific and are sent out when the event occurs and again when the service is back to normal. If the event takes a couple of hours to resolve, we will send out a reminder to the customers.

Gov Delivery has 5,189 new riders signed up for notifications for a total of 21,202, a 31% increase over the last twelve months. Like Transit app, the notices are route specific and consist of a notice of service impact and back to regular service. We use the Remix program to create maps that allow us to give detailed information about the detour and bus stops that will not be serviced.

In 2021 we sent out 3,018 notices which resulted in 2,541,337 SMS text and email messages to individual customers about service alerts.

Figure 5: Snow Route Detour Map



Item Recovery

Lost and Found Tracking Software:

Our new lost and found software was launched in November 2021. This new program allows customers to make inquiries from rideuta.com, matches the description with items found and documents the interaction in the database. The program uses artificial intelligence to identify key words like brand names, colors and customer names which will improve our response time and the ability to match customers to items for up to 90 days.

In an effort of caution, agents double check for specific elements to confirm ownership before we release the item. We processed 12,377 items in 2021 and returned 20% back to the owners. Our new software program shows our return rate is increasing to 25% return rate, which will be a goal to improve in 2022.

Figure 6: Customer Service and Lost and Found Center

Employee Development

Employee Engagement and Development:
Employee development and growth is an important part of our department structure and focus. The supervisors provide opportunities for their team members to participate in UTA and non-UTA offered training as well as job shadowing. Our goal is to help employees improve their knowledge about UTA service and career opportunities to increase promotability as a UTA employee. To date about 25% of Customer Service employees have completed the Leadership Development classes offered by UTA's training department and advanced to different careers.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

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

TITLE:

Strategy Session to Discuss the Sale, Purchase, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session for discussion of the sale, purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms.

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

DISCUSSION:
The purpose for this closed session is:

- Strategy to discuss the sale, purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/26/2022

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

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session for discussion of collective bargaining.

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

DISCUSSION:
The purpose for this closed session is:

- Strategy session to discuss collective bargaining