



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 11, 2022

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Kim Shanklin
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of April 27, 2022 Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Commendation - Total Rewards Staff
 - b. Safety and Security Report - Utah State Safety Oversight Program Sheldon Shaw
Jim Golden
 - c. Financial Report - March 2022 Bill Greene
Brad Armstrong
Daniel Hofer
7. **Resolutions**
 - a. R2022-05-01 - Resolution Authorizing Execution of a First Amendment to the Master Development Agreement for Clearfield Station Jordan Swain
 - b. R2022-05-02 - Resolution Authorizing Execution of an Amendment 1 to an Interlocal Cooperation Agreement with Salt Lake County, the Utah Division of Air Quality, the University of Utah, and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses Hal Johnson

8. Contracts, Disbursements and Grants

- | | | |
|----|---|-------------------------------------|
| a. | Contract: Apprenticeship Training Curriculum Design Services (Xpan Interactive USA, Inc) | Stacey Palacios |
| b. | Contract: Light Rail Tire Kit Parts (Penn Machine Company) | Todd Mills |
| c. | Contract: Secondary Data Center-Disaster Recovery-Server Hardware Replacement (CVE Technologies Group, Inc) | Kyle Brimley |
| d. | Change Order: Transit Planning and Scheduling Software Licensing Amendment 6 -Extension (Trapeze Software Group, Inc.) | Alisha Garrett
Kyle Brimley |
| e. | Change Order: FrontRunner Wi-Fi Service Modification No. 14 - One Year Extension (GBS Group) | Kyle Brimley |
| f. | Change Order: Simulation Assistance and Operations Planning - Change Order #1 to Task Order #2 (DB Engineering and Consulting USA, Inc.) | Mary DeLoretto
Janelle Robertson |
| g. | Change Order: FrontRunner Forward Program Management Services Change Order 1 - Year 2 Services (Kimley-Horn) | David Hancock
Janelle Robertson |
| h. | Change Order: Traction Power Substations (TPSS) Rehabilitation Change Order #009 Options 1 & 2 Cable Replacement (C3M Power Systems, LLC) | Jared Scarbrough |
| i. | Pre-Procurements | Todd Mills |
| | - Rail Vegetation Control | Kevin Anderson |
| | - Managed Security Services | Kyle Brimley |
| | - Maintenance of Way (MOW) Arc Flash Assessment | Kent Muhlestein |
| | - Fare Collection System | Jerry Van Wie |
| | - Fares Mobile App Vendor | Monica Morton |

9. Service and Fare Approvals

- | | | |
|----|--|-----------------------------------|
| a. | Promotional Fare Request: Youth Rider's License | Kensey Kunkel
Stacey Adamson |
| b. | Complimentary Service and Promotional Fare Request: Hill Air Force Base Air Show | Michelle Wallace
Kensey Kunkel |

10. Budget and Other Approvals

- | | | |
|----|--|-------------------------------|
| a. | TBA2022-05-01 Technical Budget Adjustment - Revenue Fare Collection System Replacement - Program Manager | Monica Morton
Kyle Brimley |
|----|--|-------------------------------|

11. Discussion Items

- | | | |
|----|--|---|
| a. | Amendment 1 to the Authority's 2022 Capital Budget | Bill Greene
Daniel Hofer |
| b. | Trespassing Ordinance Update | Nichol Bourdeaux
Tim Merrill
Megan Waters |

12. Closed Session

Chair Carlton Christensen

- | | |
|----|---|
| a. | Strategy Session to Discuss Pending or Reasonably Imminent Litigation
AND
Strategy Session to Discuss Collective Bargaining |
|----|---|

13. Open Session

Chair Carlton Christensen

14. Other Business

Chair Carlton Christensen

- | | |
|----|--|
| a. | Next Meeting: Wednesday, May 25th, 2022 at 9:30 a.m. |
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15. Adjourn

Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.

- o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, May 10th 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) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Approval of April 27, 2022 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the April 27, 2022 Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday April 27, 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/750743.html) <<https://www.utah.gov/pmn/sitemap/notice/750743.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

ATTACHMENTS:

1. 2022-04-27_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 27, 2022

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

(Note: Carlton Christensen joined the meeting electronically.)

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Acting Chair Jeff Acerson welcomed attendees and called the meeting to order at 9:21 a.m. The meeting start time was delayed due to a series of technical issues.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Alisha Garrett, Chief Enterprise Strategy Officer, delivered a brief safety message.

4. Public Comment

Public comment was given by Claudia Johnson. Ms. Johnson feels attending board meetings is educational and appreciates the public report on Free Fare February given at the April 13, 2022 UTA board meeting. She suggested UTA share positive information reported in board meetings more broadly. She specifically spoke about recognizing the local governments, partner agencies, and community partners for their contributions to Free Fare February via ads in the local newspapers.

Jay Fox, UTA Executive Director, and the trustees committed to stronger, more proactive communications efforts moving forward.

(Note: no online public comment was received for the meeting.)

5. Consent

a. Approval of April 13, 2022 Board Meeting Minutes

b. Audit Committee Charter Approval

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

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

- **Employee Commendation - Penny Ann Murch**
- **Employee Commendation - Wade Brazleton**

Employee Commendation - Penny Ann Murch

Jay Fox, UTA Executive Director, was joined by Cheryl Beveridge, UTA Acting Chief Operating Officer. Ms. Beveridge recognized Penny Ann Murch, UTA TRAX Operator, who observed a juvenile male with special needs on her train traveling alone. She reported it to UTA dispatch, and the police got involved. Later it was learned the teen had run away from his group home and the persons responsible for his wellbeing were looking for him. Ms. Murch kept the young man with her until he could be safely returned.

Employee Commendation - Wade Brazleton

Mr. Fox was joined by Ms. Beveridge; Grace Torres, UTA Operations Supervisor; Debbie Skeen, UTA Manager of Service Delivery; and Dalin Taylor, UTA Acting Police Chief. Ms. Torres recognized Wade Brazleton, UTA Operator, who was operating a bus when he noticed a child walking by himself in a field. Mr. Brazleton stopped, reported the incident, and kept the child safe until he could be returned to his mother.

Acting Chief Taylor presented Mr. Brazleton with a challenge coin.

Womens Transportation Seminar (WTS) Woman of the Year

Mr. Fox mentioned Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was honored as the WTS Woman of the Year.

b. Investment Report - First Quarter 2022

Emily Diaz, UTA Revenue Services Manager & Assistant Treasurer, provided the first quarter 2022 investment report. She noted overall yields are trending upward. For the quarter, UTA's investment account yields were as follows:

- Chandler Asset Management - UTA: 0.89%
- Chandler Asset Management - Self-Insurance: 0.44%
- Chandler Asset Management - Catastrophic Loss: 0.43%
- Zions Bank: 0.20%
- Public Transportation Investment Fund (PTIF): 0.53%

Discussion ensued. Questions on increasing interest rates, UTA's transition to Chandler Asset Management, and Chandler Asset Management's transit experience were posed by the board and answered by Ms. Diaz.

7. Resolutions**a. R2022-04-01 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors**

Bill Greene, UTA Chief Financial Officer, was joined by Todd Mills, UTA Director of Supply Chain. Mr. Greene summarized the resolution, which pre-approves disbursements to vendors related to payroll, utilities, bond principal and interest, lease principal and interest, and purchase card (p-card) purchases, as well as disbursements over \$200,000 to vendors if the associated contract was previously approved by the board. (A list of approved vendors and estimated disbursement totals was included in the meeting packet.)

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

b. R2022-04-02 - Resolution Granting General Expenditure and Disbursement Authority for Specific Part Inventory and Uniform Vendors

Mr. Greene was joined by Mr. Mills. Mr. Greene described the resolution, which pre-approves disbursements to vendors related to inventory purchases, as well as disbursements over \$200,000 to vendors if the associated contract was previously approved by the board. (A list of approved vendors and estimated disbursement totals was included in the meeting packet.)

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

8. Contracts, Disbursements and Grants**a. Contract: On-Call Material Testing Services (CMT Engineering Laboratories)**

Jared Scarbrough, UTA Acting Director of Capital Construction, was joined by Dane Cooley, UTA Manager of Quality & Construction Oversight. Mr. Cooley requested the board approve a five-year contract with CMT Engineering Laboratories for construction materials testing. The contract has a not-to-exceed value of \$100,000 annually and a not-to-exceed value of \$500,000 overall.

Discussion ensued. A question on work previously done with CMT Engineering Laboratories was posed by the board and answered by staff.

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

b. Contract: Cutaway Bus Purchase (Lewis Bus Group)

Mr. Scarbrough was joined by Jesse Rogers, UTA Vehicle Procurement & Commissioning Administrator - Bus. Mr. Rogers asked the board to approve a five-year contract in the amount of \$4,819,000 for 40 cutaway vehicles for UTA's paratransit and flex route services, including 5 vehicles for 5310 program subrecipients. The contract includes options to purchase up to 167 additional vehicles.

Discussion ensued. A question on delivery timeline was posed by the board and answered by staff.

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

c. Contract: Task Ordering Agreement for Architectural Consultant Services Pool (AECOM Technical Services, Inc.)

Hal Johnson, UTA Manager - Project Research & Development, requested the board approve a five-year contract with AECOM Technical Services, Inc. (AECOM) for architectural services related to the UTA Facilities Strategic Plan. The AECOM contract will be a master task ordering agreement that will start with a value of \$0 and be increased with the issuance of individual task orders. All task orders will be brought to the board for approval based on the thresholds established in policy. Once the contract is approved, AECOM will become part of a pool of contractors providing similar facilities-related architectural consulting services.

Discussion ensued. Questions on the practice of creating vendor pools, number of consultant firms in the pool, and need for an Ogden business unit expansion were posed by the board and answered by Mr. Johnson. Trustee Holbrook requested updates on the facilities improvements, including timelines for completion, at future meetings.

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

d. Contract: Code Vulnerability Management Software (Talrace)

Kyle Brimley, UTA IT Director, asked the board to approve a contract with Talrace for code vulnerability management. The contract has a base term of three years with two one-year options. The provisions of the contract include a not-to-exceed limit of \$146,000 annually and a not-to-exceed limit of \$720,900 overall.

Discussion ensued. Questions on UTA's system security efforts and vendor qualifications were posed by the board and answered by Mr. Brimley.

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: Life and Disability Insurance Services - Administrative and Bargaining Unit Employees (Lincoln Financial Group)

This item was deferred to a future meeting.

f. **Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health)**

This item was deferred to a future meeting.

g. **Contract: Medical Insurance Services - Administrative Employees (SelectHealth)**

Ms. Green-Barton requested the board approve a contract with SelectHealth for medical insurance services for administrative employees. The contract has a base term of five years with five one-year options. The base term of the contract has a not-to-exceed value of \$55,000,000. Staff will seek additional board approval of any option years beyond the initial five-year base contract.

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

h. **Contract: Medical Insurance Services - Bargaining Unit Employees (SelectHealth)**

Ms. Green-Barton requested the board approve a contract with SelectHealth for medical insurance services for bargaining unit employees. The contract has a base term of five years with five one-year options. The base term of the contract has a not-to-exceed value of \$100,000,000. Staff will seek additional board approval of any option years beyond the initial five-year base contract.

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

i. **Contract: Medical Insurance Services - Administrative Employees (Public Employers Health Plan)**

Ms. Green-Barton requested the board approve a contract with Public Employers Health Plan for medical insurance services for administrative employees. The contract has a base term of five years with five one-year options. The base term of the contract has a not-to-exceed value of \$40,000,000. Staff will seek additional board approval of any option years beyond the initial five-year base contract.

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

j. **Contract: Medical Insurance Services - Bargaining Unit Employees (Public Employers Health Plan)**

Ms. Green-Barton requested the board approve a contract with Public Employers Health Plan for medical insurance services for bargaining unit employees. The contract has a base term of five years with five one-year options. The base term of the contract has a not-to-exceed value of \$50,000,000. Staff will seek additional board approval of any option years beyond the initial five-year base contract.

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

k. **Change Order: Traction Power Sub Station (TPSS) Rehabilitation Change Order #004 - Additional DC Breakers (C3M Power Systems)**

Mr. Scarbrough asked the board to approve a change order for additional DC breakers associated with the traction power substation rehabilitation contract with C3M Power Systems. The change order has a value of \$2,694,731. The total contract value, including the change order, is \$40,854,823.

Discussion ensued. Questions on the redundancy created by adding additional DC breakers, estimated cost of adding this functionality systemwide, and inclusion of this feature in future extensions were posed by the board and answered by Mr. Scarbrough.

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

l. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-55 - Garfield Tie and Ballast Replacement (Stacy and Witbeck, Inc)**

Mr. Scarbrough asked the board to approve a change order to the on-call infrastructure maintenance contract with Stacy and Witbeck, Inc. for tie and ballast replacement on the Garfield line. The change order has a value of \$249,816. The total contract value, including the change order, is \$17,597,147.

Discussion ensued. A question on the type of railroad ties being installed was posed by the board and answered by Mr. Scarbrough.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

9. **Budget and Other Approvals**

a. **TBA2022-04-01 - Technical Budget Adjustment for Capital Budget and 2021 Carryover Report**

Bill Greene, UTA Chief Financial Officer, was joined by Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Hofer explained the technical budget adjustment for the capital budget, which recognizes a net of \$245,688 in 2021 carryforward budget authority, transfers \$2,130,000 in funds from the capital contingency to address identified budget shortfalls in existing capital projects, corrects a \$350,000 budget overstatement associated with the initial 2021 capital project carryforward, and consolidates a 2021 carryforward request with a duplicate project in the 2022 capital budget.

Discussion ensued. Questions on the causes of the 2021 budget overruns, impact on other projects of absorbing the overruns, light rail seat replacement timeline, number of simulators being purchased for light rail, effects of supply chain shortages, Tooele facility completion, and reference to "net result of 0" on the presentation slides were

posed by the board and answered by staff.

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

10. Discussion Items

a. UTA On Demand Service

Jaron Robertson, UTA Director of Innovative Mobility Solutions, reported on UTA On Demand service in south Salt Lake County and west Salt Lake City. He reviewed metrics related to ridership, which is trending upward overall in both areas. He mentioned challenges with making paratransit connections using the On Demand service, and said the agency is sponsoring a pilot program in the south Salt Lake County area in which UTA Special Services will assume responsibility for paratransit connections. Mr. Robertson went on to discuss marketing and communications efforts, as well as program successes and challenges. He then described the planned On Demand expansions in Tooele and south Davis counties.

Discussion ensued. Questions on app scheduling options, trip patterns that would indicate a fixed route would be more efficient, marketing efforts, bilingual marketing, and possibility of extending the Salt Lake City west side service into the downtown area were posed by the board and answered by staff.

b. Transportation Network Company Partnerships with Lyft and Uber

Mr. Robertson was joined by Cindy Medford, UTA Manager of Customer Service. Mr. Robertson explained the advantages associated with building public-private partnerships with transportation network companies (TNCs), such as Uber and Lyft. Mr. Robertson and Ms. Medford then outlined two phases of ReConnect, which is a pilot program to explore opportunities with TNC providers to offer transportation to UTA customers who become stranded due to operational disruptions. Mr. Robertson concluded by listing potential opportunities to utilize TNC services.

Discussion ensued. Questions on the 30-minute parameter in the pilot program, service area for the pilot program, evaluation of areas where using TNCs may be more cost effective, and cost control measures were posed by the board and answered by staff.

11. Other Business

- a. Next Meeting: Wednesday, May 11th, 2022 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, the meeting be adjourned. The motion carried by a unanimous vote and the meeting adjourned at 11: 26 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/750743.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Executive Director's Report
- Commendation - Total Rewards Staff

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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Safety and Security Report - Utah State Safety Oversight Program

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Federal Transit Administration (FTA) require states to have a State Safety Oversight (SSO) program for rail transit. Utah chose UDOT to fill that role. The purpose of the program is to oversee safety at rail transit systems. SSO activities include audits, assessments, corrective active action plans, accident investigations and safety and emergency management plans review and approval.

DISCUSSION:

The presentation will cover three key areas:

1. Utah State Safety Program
 2. Key Program Activities
 3. 2021 Program Highlights
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ATTACHMENTS:

State Safety Oversight Program - Annual Report to the Governor (April 2022)



Utah Department of Transportation
State Safety Oversight Program
Annual Report to the Governor of the State of Utah – April 2022

Governor Cox:

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

Respectfully:

James W. Golden, PE
State Safety Oversight Program Manager, UDOT
jimgolden@utah.gov
Office: (801)-964-4521
Mobile: (801)-360-0052

Program Background and Overview

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

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

Key SSOA program activities include:

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

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

Program Highlights from 2021:

Safety Plan Completion and Approval:

UDOT continued to work with UTA to update its Public Transportation Agency Safety Plan (PTASP) to include new information focused on:

- Hazard reporting, analysis, and resolution
- Corrective action plan (CAP) development
- Job safety briefing
- Management of hazardous materials

Safety Risk Management:

UDOT partnered with UTA to enhance safety risk management and safety performance measurement programs through:

- Conducting operations reviews for operator rules compliance

- Attending monthly rail service center safety meetings
- Responding to FTA-required information requests and risk assessments prompted by hazards on other U.S. rail transit systems

Safety Event Investigations:

The SSO program tracked and adopted UTA's investigation reports on 16 events that met UDOT and/or FTA-established reporting thresholds. Roughly one third of these events involved minor collisions between a train and an automobile at a grade crossing or intersection. The SSO program has been evaluating some of the crossings with higher risk of collision to determine potential solutions, which could involve traffic signal timing enhancements. In all accident investigations, UDOT works with UTA to agree upon probable cause and develop solutions to prevent reoccurrence where possible. UTA has been very proactive in identifying incident trends and corrective measures, even when probable cause rests with the automobile driver.

Triennial Audit:

In September and October 2021, UDOT conducted a virtual and on-site Triennial Audit to verify that UTA:

- Maintains a PTASP, system security plan (SSP), and emergency preparedness plan (EPP) that follow UDOT and FTA requirements
- Complies with its PTASP, SSP and EPP through the creation of plans, policies, procedures, and rules, and that documentation verifies the implementation of those practices

The audit resulted in 10 Findings of Non-Compliance and 22 Findings of Compliance with Recommendation. UDOT has made sure that UTA has any necessary information and guidance to resolve these issues. Findings of Non-Compliance require CAPs to mitigate the associated deficiency. UDOT has continued to work with UTA to approve and verify completion of CAPs for each area identified. At the time of this report, 19 CAPs from the 2021 Triennial Audit remain open and in progress.

Capital Projects

UDOT's SSO program successfully aided with the planning and design stages for the new TRAX light rail station at Salt Lake City International Airport. SSO staff attended UTA Safety Certification meetings to provide guidance and feedback on the certification and rail activation processes. The SSO program reviewed UTA's final documentation and conducted a safety and emergency preparedness inspection of the station and a modified crossing. UDOT required actions related to signage and pavement markings before the station opened for revenue service in fall 2021.

Planned Activities for 2022:

In April 2022, UDOT planned to conduct a final inspection of UTA's new 600 S Trax Station. UDOT will review and confirm that UTA followed its testing and activation plan before revenue service begins.

In fall of 2022, UDOT will conduct its annual hours of service audit to ensure compliance with FRA requirements for operator, controller, and signal maintainer personnel. UDOT conducts this audit as a result of UTA's shared use waiver of certain FRA oversight activities.

UDOT also expects to learn of the timing for a routine compliance audit of the SSO program by FTA. The SSO program will conduct an internal review to determine potential areas of improvement before the FTA audit begins.

In addition, UDOT will continue to conduct routine inspections, meetings, and corrective action verification with UTA to ensure compliance and continuous safety improvement.

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Brad Armstrong, Senior Manager Budget & Financial Analysis
Dan Hofer, Manager of Capital Assets & Project Controls

TITLE:

Financial Report - March 2022

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The March 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the March 2022 Monthly Financial Statements and a status update on Capital Program delivery.

DISCUSSION:

At the May 11 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Manager of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

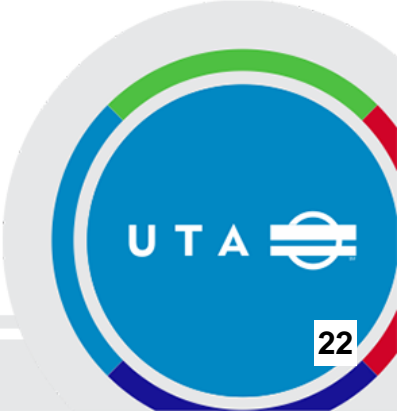
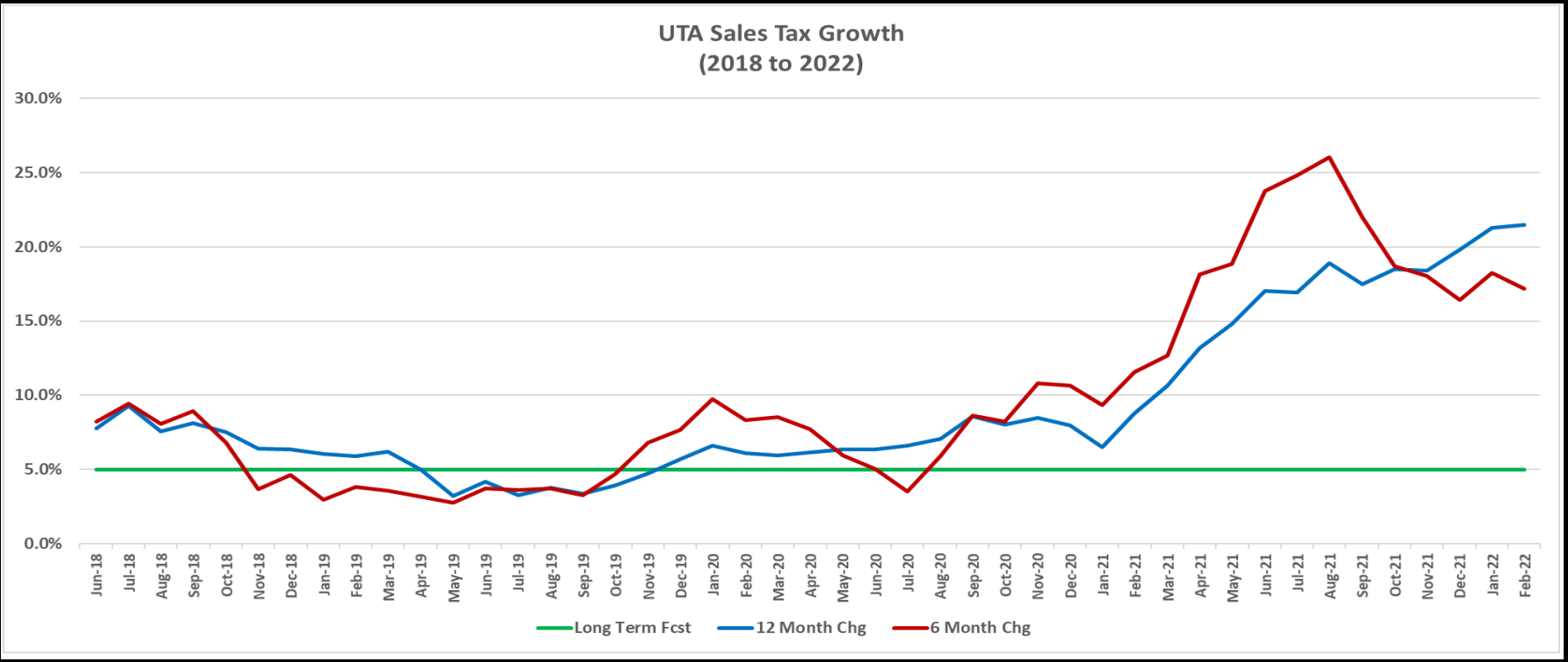
- March 2022 Board Dashboard
- March Monthly Financial Statements

UTA Board Dashboard

March 2022

UTAH TRANSIT AUTHORITY

Financial Metrics	Mar Actual	Mar Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Feb '22 mm \$)	\$ 35.0	\$ 28.1	\$ 6.88	24.5%	\$ 68.6	\$ 57.0	\$ 11.63	20.4%
Fare Revenue (mm)	\$ 3.0	\$ 2.8	\$ 0.18	6.3%	\$ 7.4	\$ 8.5	\$ (1.17)	-13.7%
Operating Exp (mm)	\$ 31.0	\$ 29.3	(1.72)	-5.9%	\$ 80.4	\$ 88.8	\$ 8.32	9.4%
Subsidy Per Rider (SPR)	\$ 10.33	\$ 13.25	\$ 2.92	22.0%	\$ 9.79	\$ 13.25	\$ 3.46	26.1%
UTA Diesel Price (\$/gal)	\$ 3.99	\$ 2.75	\$ (1.24)	-45.2%	\$ 3.22	\$ 2.75	\$ (0.47)	-17.3%
Operating Metrics	Mar Actual	Mar-21	F/ (UF)	%	YTD Actual	YTD 2021	F/ (UF)	%
Ridership (mm)	2.71	1.89	0.8	43.4%	7.46	5.10	2.4	46.4%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.48					

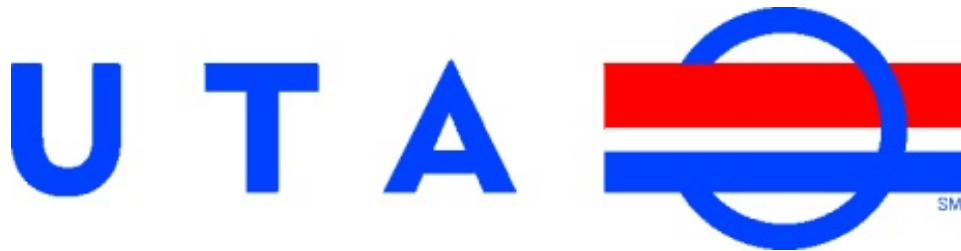


Utah Transit Authority

Financial Statement

(Unaudited)

March 31, 2022



KEY ITEM REPORT
(UNAUDITED)
As of March 31, 2022

EXHIBIT 1-1

	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (7,900,967)	\$ (8,830,526)	\$ (929,559)	-11%
2 Operating Expenses	80,438,790	88,756,832	8,318,042	9%
3 Net Operating Income (Loss)	(72,537,823)	(79,926,306)	7,388,483	9%
4 Capital Revenue	(31,315,371)	(60,709,539)	(29,394,168)	-48%
5 Capital Expenses	32,887,335	80,167,027	47,279,692	59%
6 Net Capital Income (Loss)	(1,571,964)	(19,457,488)	17,885,524	92%
7 Sales Tax	(101,115,882)	(96,366,000)	4,749,882	5%
8 Other Revenue	(112,934,055)	(63,799,002)	49,135,053	77%
9 Debt Service	20,060,995	20,519,565	458,570	2%
10 Sale of Assets	(52,540)	-	52,540	
11 Net Non-Operating Income (Loss)	194,041,482	139,645,437	54,396,045	39%
12 Contribution to Cash Balance	<u>\$ 119,931,695</u>	<u>\$ 40,261,643</u>	<u>\$ 79,670,052</u>	<u>-198%</u>
13 Amortization	978,905			
14 Depreciation	34,716,831			
15 Total Non-cash Items	<u>\$ 35,695,736</u>			

STATISTICS

RIDERSHIP

2021 Actual	March 2022	March 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,707,083	1,888,310	818,773	7,461,754	5,096,013	2,365,742

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 80,438,790
18 Less: Passenger Revenue	- (7,360,967)
19 Subtotal	73,077,823
20 Divided by: Ridership	÷ 7,461,754
21 Subsidy per Rider	<u>\$ 9.79</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of March 31, 2022

EXHIBIT 1-2

BALANCE SHEET

	3/31/2022	3/31/2021
CURRENT ASSETS		
1 Cash	\$ 73,613,006	\$ 14,815,885
2 Investments (Unrestricted)	380,633,901	233,192,601
3 Investments (Restricted)	152,641,061	161,544,140
4 Receivables	76,347,993	72,477,357
5 Receivables - Federal Grants	30,562,929	29,028,535
6 Inventories	33,111,383	34,387,370
7 Prepaid Expenses	1,159,754	1,420,379
8 TOTAL CURRENT ASSETS	\$ 748,070,027	\$ 546,866,267
9 Property, Plant & Equipment (Net)	2,899,038,203	2,910,203,059
10 Other Assets	145,332,708	148,073,714
11 TOTAL ASSETS	\$ 3,792,440,938	\$ 3,605,143,040
12 Current Liabilities	\$ 81,447,683	\$ 84,051,367
14 Net Pension Liability	96,783,597	97,186,891
15 Outstanding Debt	2,411,061,460	2,449,680,378
16 Net Investment in Capital Assets	684,902,953	683,508,547
17 Restricted Net Position	62,714,065	63,490,092
18 Unrestricted Net Position	455,531,180	227,225,765
19 TOTAL LIABILITIES & EQUITY	\$ 3,792,440,938	\$ 3,605,143,040

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 3,247	\$ 67,324
21 2010/2015 Bond DSR Proceeds	339	4,830,413
22 2018 Bond Proceeds	9,179,071	15,805,007
23 2019 Bond Proceeds	60,289,657	66,160,345
24 Debt Service Interest Payable	51,114,335	49,720,443
25 Risk Contingency Fund	8,045,886	8,026,565
26 Catastrophic Risk Reserve Fund	1,100,912	
27 Box Elder County ROW (sales tax)	1,600,610	7,361,125
28 Utah County 4th Qtr (sales tax)	1,767,485	
29 Joint Insurance Trust	-	2,224,262
30 Davis County Escrow	300,033	754,251
31 SL County Escrow	8	60,939
32 Amounts held in escrow	19,239,478	6,533,466
33 TOTAL RESTRICTED RESERVES	\$ 152,641,061	\$ 161,544,140
DESIGNATED GENERAL AND CAPITAL RESERVES		
34 General Reserves	65,368,000	\$ 58,778,000
35 Service Sustainability Reserves	10,895,000	9,796,000
36 Capital Reserve	45,616,000	44,338,000
37 Debt Reduction Reserve	30,000,000	30,000,000
38 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 151,879,000	\$ 142,912,000
39 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 304,520,061	\$ 304,456,140

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of March 31, 2022

EXHIBIT 1-3

REVENUE & EXPENSES

	ACTUAL Mar-22	ACTUAL Mar-21	YTD 2022	YTD 2021
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,017,245)	\$ (2,509,641)	\$ (7,360,967)	\$ (7,589,148)
2 Advertising Revenue	(180,000)	(115,533)	(540,000)	(299,086)
3 TOTAL OPERATING REVENUE	<u>\$ (3,197,245)</u>	<u>\$ (2,625,174)</u>	<u>\$ (7,900,967)</u>	<u>\$ (7,888,234)</u>
OPERATING EXPENSE				
4 Bus Service	\$ 11,847,538	\$ 12,489,752	\$ 29,807,335	\$ 27,421,228
5 Commuter Rail	2,932,177	2,391,008	6,165,067	5,494,257
6 Light Rail	3,096,455	3,992,108	9,296,899	9,342,593
7 Maintenance of Way	1,652,316	1,807,317	4,698,515	5,137,242
8 Paratransit Service	2,387,496	2,534,290	6,159,752	5,767,602
9 RideShare/Van Pool Services	262,242	296,131	559,960	755,028
10 Microtransit	453,195	122,386	1,268,378	268,679
11 Operations Support	5,048,515	5,713,742	13,665,073	12,697,279
12 Administration	2,863,113	3,215,974	7,234,202	7,364,476
13 Planning/Capital Development/Real Estate	445,143	505,444	1,583,609	1,090,839
14 Non-Departmental	-	-	-	-
15 TOTAL OPERATING EXPENSE	<u>\$ 30,988,190</u>	<u>\$ 33,068,152</u>	<u>\$ 80,438,790</u>	<u>\$ 75,339,223</u>
16 NET OPERATING (INCOME) LOSS	<u>\$ 27,790,945</u>	<u>\$ 30,442,978</u>	<u>\$ 72,537,823</u>	<u>\$ 67,450,989</u>
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(120,643)	(139,632)	(234,545)	(189,999)
18 Sales Tax Revenue ¹	(44,163,991)	(32,131,621)	(101,115,882)	(83,575,318)
19 Other Revenue	(1,036,073)	(647,071)	(2,740,133)	(1,870,730)
20 Fed Operations/Preventative Maint. Revenue	(109,959,377)	(10,156,615)	(109,959,377)	(38,374,090)
21 Bond Interest	6,537,639	7,371,254	19,612,915	22,113,762
22 Bond Interest UTCT	152,434	162,410	457,301	487,230
23 Bond Cost of Issuance/Fees	30,600	16,600	30,600	16,600
24 Lease Interest	137,852	103,874	417,480	314,973
25 Sale of Assets	(44,541)	(7,245,001)	(52,540)	(7,238,736)
26 TOTAL NON-OPERATING EXPENSE	<u>\$ (148,466,100)</u>	<u>\$ (42,665,802)</u>	<u>\$ (193,584,181)</u>	<u>\$ (108,316,308)</u>
27 CONTRIBUTION TO RESERVES	<u>\$ 120,675,155</u>	<u>\$ 12,222,824</u>	<u>\$ 121,046,358</u>	<u>\$ 40,865,319</u>
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	121,633	(378,378)	364,898	(1,121,189)
28 Bond Refunding Cost Amortization	137,093	293,695	411,279	881,083
29 Future Revenue Cost Amortization	67,476	67,577	202,728	203,029
30 Depreciation	11,620,691	20,177,062	34,716,831	43,419,181
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 11,946,893</u>	<u>\$ 20,159,956</u>	<u>\$ 35,695,736</u>	<u>\$ 43,382,104</u>

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of March 31, 2022

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Mar-22	Mar-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,017,245)	\$ (2,837,493)	\$ 179,752	6%
2 Advertising Revenue	(180,000)	(100,000)	80,000	80%
3 TOTAL OPERATING REVENUE	\$ (3,197,245)	\$ (2,937,493)	\$ 259,752	9%
OPERATING EXPENSE				
4 Bus Service	\$ 11,847,538	\$ 10,186,173	\$ (1,661,365)	-16%
5 Commuter Rail	2,932,177	2,250,478	(681,699)	-30%
6 Light Rail	3,096,455	3,503,997	407,542	12%
7 Maintenance of Way	1,652,316	1,703,363	51,047	3%
8 Paratransit Service	2,387,496	2,215,752	(171,744)	-8%
9 RideShare/Van Pool Services	262,242	316,214	53,972	17%
10 Microtransit	453,195	498,349	45,154	9%
11 Operations Support	5,048,515	4,697,379	(351,136)	-7%
12 Administration	2,863,113	3,166,773	303,660	10%
13 Planning/Capital Development/Real Estate	445,143	731,904	286,761	39%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 30,988,190	\$ 29,270,382	\$ (1,717,808)	-6%
16 NET OPERATING (INCOME) LOSS	\$ 27,790,945	\$ 26,332,889	\$ (1,458,056)	-6%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (120,643)	\$ (250,000)	\$ (129,357)	-52%
18 Sales Tax Revenue	(44,163,991)	(39,414,000)	4,749,991	12%
19 Other Revenue	(1,036,073)	(850,000)	186,073	22%
20 Fed Operations/Preventative Maint. Revenue	(109,959,377)	(63,049,002)	46,910,375	74%
21 Bond Interest	6,537,639	6,537,638	(1)	0%
22 Bond Interest UTCT	152,434	152,434	-	0%
23 Bond Cost of Issuance/Fees	30,600	16,050	(14,550)	-91%
24 Lease Interest	137,852	138,155	303	0%
25 Sale of Assets	(44,541)	-	44,541	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (148,466,100)	\$ (96,718,725)	\$ 51,747,375	54%
27 CONTRIBUTION TO RESERVES	\$ 120,675,155	\$ 70,385,836		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)

As of March 31, 2022

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Mar-22	Mar-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 254,438	\$ 246,120	\$ (8,318)	-3%
2 Executive Director	805,440	708,975	(96,465)	-14%
3 Chief Planning and Engagement Officer	937,625	1,083,837	146,212	13%
4 Chief Finance Officer	1,092,604	1,249,495	156,891	13%
5 Chief Operating Officer	25,287,517	22,885,488	(2,402,029)	-10%
6 Chief People Officer	801,960	878,109	76,149	9%
7 Chief Development Officer	374,531	643,014	268,483	42%
8 Chief Enterprise Strategy Officer	1,434,075	1,575,344	141,269	9%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 30,988,190</u>	<u>\$ 29,270,382</u>	<u>\$ (1,717,808)</u>	-6%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Mar-22	Mar-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 615,351	\$ 675,602	\$ 60,251	9%
2 Executive Director	1,696,762	2,129,814	433,052	20%
3 Chief Planning and Engagement Officer	2,567,609	3,243,605	675,996	21%
4 Chief Finance Officer	3,058,735	3,651,807	593,072	16%
5 Chief Operating Officer	64,993,826	68,569,488	3,575,662	5%
6 Chief People Officer	1,992,420	3,019,653	1,027,233	34%
7 Chief Development Officer	1,393,095	1,930,312	537,217	28%
8 Chief Enterprise Strategy Officer	4,120,992	5,536,551	1,415,559	26%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 80,438,790</u>	<u>\$ 88,756,832</u>	<u>\$ 8,318,042</u>	9%

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of March 31, 2022

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Mar-21	Mar-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (7,360,967)	\$ (8,530,526)	\$ (1,169,559)	-14%
2 Advertising Revenue	(540,000)	(300,000)	240,000	80%
3 TOTAL OPERATING REVENUE	\$ (7,900,967)	\$ (8,830,526)	\$ (929,559)	-11%
OPERATING EXPENSE				
4 Bus Service	\$ 29,807,335	\$ 30,080,239	\$ 272,904	1%
5 Commuter Rail	6,165,067	6,538,781	373,714	6%
6 Light Rail	9,296,899	10,521,770	1,224,871	12%
7 Maintenance of Way	4,698,515	5,085,985	387,470	8%
8 Paratransit Service	6,159,752	6,546,283	386,531	6%
9 RideShare/Van Pool Services	559,960	948,804	388,844	41%
10 Microtransit	1,268,378	1,419,448	151,070	11%
11 Operations Support	13,665,073	14,841,966	1,176,893	8%
12 Administration	7,234,202	10,569,574	3,335,372	32%
13 Planning/Capital Development/Real Estate	1,583,609	2,203,982	620,373	28%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 80,438,790	\$ 88,756,832	\$ 8,318,042	9%
16 NET OPERATING (INCOME) LOSS	\$ 72,537,823	\$ 79,926,306	\$ 7,388,483	9%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (234,545)	\$ (750,000)	\$ 515,455	-69%
18 Sales Tax Revenue	(101,115,882)	(96,366,000)	(4,749,882)	5%
19 Other Revenue	(2,740,133)	(2,508,000)	(232,133)	9%
20 Fed Operations/Preventative Maint. Revenue	(109,959,377)	(63,049,002)	(46,910,375)	74%
21 Bond Interest	19,612,915	19,612,914	(1)	0%
22 Bond Interest UTCT	457,301	473,352	16,051	3%
23 Bond Cost of Issuance/Fees	30,600	16,050	(14,550)	-91%
24 Lease Interest	417,480	417,249	(231)	0%
25 Sale of Assets	(52,540)	-	52,540	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (193,584,181)	\$ (142,169,487)	\$ 51,414,694	36%
27 CONTRIBUTION TO RESERVES	\$ 121,046,358	\$ 62,243,181		

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,420,543	\$ 47,286,015	15.7%
2 INFORMATION TECHNOLOGY	500,882	21,058,786	2.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	589,223	5,419,280	10.9%
4 CAPITAL PROJECTS	5,233,034	100,404,126	5.2%
5 AIRPORT STATION RELOCATION	41,291	9,453,807	0.4%
6 STATE OF GOOD REPAIR	4,122,916	37,374,436	11.0%
7 DEPOT DISTRICT	4,437,614	32,400,124	13.7%
8 OGDEN/WEBER STATE BRT	7,321,108	52,580,513	13.9%
9 TIGER	3,220,725	14,691,019	21.9%
10 TOTAL	<u>\$ 32,887,335</u>	<u>\$ 320,668,106</u>	10.3%
REVENUES			
11 GRANT	\$ 8,989,271	\$ 85,192,380	10.6%
12 STATE CONTRIBUTION	603,425	13,914,417	4.3%
13 LEASES (PAID TO DATE)	16,924,502	51,875,592	32.6%
14 BONDS	332,346	61,439,830	0.5%
15 LOCAL PARTNERS	4,465,826	30,415,935	14.7%
16 UTA FUNDING	1,571,964	77,829,952	2.0%
17 TOTAL	<u>\$ 32,887,335</u>	<u>\$ 320,668,106</u>	10.3%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of March 31, 2022

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Mar-22	Mar-21	2022	2021
UTA				
Fully Allocated Costs	30,988,190	32,549,773	80,438,790	75,460,255
Passenger Farebox Revenue	3,017,245	2,509,641	7,360,967	7,589,148
Passengers	2,707,083	1,888,310	7,461,754	5,096,013
Farebox Recovery Ratio	9.7%	7.7%	9.2%	10.1%
Actual Subsidy per Rider	\$10.33	\$15.91	\$9.79	\$13.32
BUS SERVICE				
Fully Allocated Costs	16,321,431	17,209,691	41,549,937	39,015,177
Passenger Farebox Revenue	1,599,407	1,283,087	3,541,098	3,817,805
Passengers	1,369,121	1,027,359	3,813,278	2,789,498
Farebox Recovery Ratio	9.8%	7.5%	8.5%	9.8%
Actual Subsidy per Rider	\$10.75	\$15.50	\$9.97	\$12.62
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,640,972	9,071,576	21,388,874	21,465,819
Passenger Farebox Revenue	544,539	510,089	1,547,338	1,553,925
Passengers	944,062	632,875	2,572,357	1,695,182
Farebox Recovery Ratio	7.1%	5.6%	7.2%	7.2%
Actual Subsidy per Rider	\$7.52	\$13.53	\$7.71	\$11.75
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,555,946	3,096,721	8,407,646	7,571,285
Passenger Farebox Revenue	347,018	317,568	1,075,879	1,020,455
Passengers	248,844	139,514	682,209	364,603
Farebox Recovery Ratio	9.8%	10.3%	12.8%	13.5%
Actual Subsidy per Rider	\$12.90	\$19.92	\$10.75	\$17.97
MICROTRANSIT				
Fully Allocated Costs	518,379	-	1,423,448	-
Passenger Farebox Revenue	16,608	-	26,985	-
Passengers	14,121	-	33,315	-
Farebox Recovery Ratio	3.2%	0.0%	1.9%	0.0%
Actual Subsidy per Rider	\$35.53	\$0.00	\$41.92	\$0.00
PARATRANSIT				
Fully Allocated Costs	2,393,751	2,547,874	6,412,325	5,992,849
Passenger Farebox Revenue	84,934	101,527	387,451	354,496
Passengers	71,049	39,338	184,188	99,687
Farebox Recovery Ratio	3.5%	4.0%	6.0%	5.9%
Actual Subsidy per Rider	\$32.50	\$62.19	\$32.71	\$56.56
RIDESHARE				
Fully Allocated Costs	557,712	623,910	1,256,559	1,415,125
Passenger Farebox Revenue	424,738	297,372	782,217	842,467
Passengers	59,887	49,224	176,407	147,043
Farebox Recovery Ratio	76.2%	47.7%	62.3%	59.5%
Actual Subsidy per Rider	\$2.22	\$6.63	\$2.69	\$3.89

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-22	Mar-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	\$16,321,431	\$17,209,691	\$41,549,937	\$39,015,177
Light Rail Service	\$7,640,972	\$9,071,576	\$21,388,874	\$21,465,819
Commuter Rail Service	\$3,555,946	\$3,096,721	\$8,407,646	\$7,571,285
Microtransit	\$518,379	\$0	\$1,423,448	\$0
Paratransit	\$2,393,751	\$2,547,874	\$6,412,325	\$5,992,849
Rideshare	\$557,712	\$623,910	\$1,256,559	\$1,415,125
UTA	\$30,988,190	\$32,549,773	\$80,438,790	\$75,460,255
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,599,407	\$1,283,087	\$3,541,098	\$3,817,805
Light Rail Service	\$544,539	\$510,089	\$1,547,338	\$1,553,925
Commuter Rail Service	\$347,018	\$317,568	\$1,075,879	\$1,020,455
Microtransit	\$16,608	\$0	\$26,985	\$0
Paratransit	\$84,934	\$101,527	\$387,451	\$354,496
Rideshare	\$424,738	\$297,372	\$782,217	\$842,467
UTA	\$3,017,245	\$2,509,641	\$7,360,967	\$7,589,148
PASSENGERS				
Bus Service	1,369,121	1,027,359	3,813,278	2,789,498
Light Rail Service	944,062	632,875	2,572,357	1,695,182
Commuter Rail Service	248,844	139,514	682,209	364,603
Microtransit	14,121	-	33,315	-
Paratransit	71,049	39,338	184,188	99,687
Rideshare	59,887	49,224	176,407	147,043
UTA	2,707,083	1,888,310	7,461,754	5,096,013
FAREBOX RECOVERY RATIO				
Bus Service	9.8%	7.5%	8.5%	9.8%
Light Rail Service	7.1%	5.6%	7.2%	7.2%
Commuter Rail Service	9.8%	10.3%	12.8%	13.5%
Microtransit	3.2%	0.0%	1.9%	0.0%
Paratransit	3.5%	4.0%	6.0%	5.9%
Rideshare	76.2%	47.7%	62.3%	59.5%
UTA	9.7%	7.7%	9.2%	10.1%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$10.75	\$15.50	\$9.97	\$12.62
Light Rail Service	\$7.52	\$13.53	\$7.71	\$11.75
Commuter Rail Service	\$12.90	\$19.92	\$10.75	\$17.97
Microtransit	\$35.53	\$0.00	\$41.92	\$0.00
Paratransit	\$32.50	\$62.19	\$32.71	\$56.56
Rideshare	\$2.22	\$6.63	\$2.69	\$3.89
UTA	\$10.33	\$15.91	\$9.79	\$13.32

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of March 31, 2022

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government ¹	\$ 30,562,929	\$ 30,562,929	-	-	-	-
2 Sales Tax Contributions	67,437,433	39,339,930	\$ 28,097,503	-	-	-
3 Warranty Recovery	1,822,760	2,102,988	-	-	-	-
4 Build America Bond Subsidies	2,222,253	740,751	740,751	\$ 740,751	-	-
5 Product Sales and Development	1,399,856	647,205	720,176	(2,804)	\$ 7,082	\$ 28,197
6 Pass Sales	59,167	129,365	48,800	(3,515)	18,895	(134,378)
7 Property Management	127,450	59,255	2,084	50,836	-	15,275
8 Vanpool/Rideshare	152,887	82,282	41,671	13,638	9,614	5,682
9 Salt Lake City Agreement	914,365	914,365	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	950,998	-	689,710	261,288	-	-
12 Other	1,254,150	973,922	-	-	-	-
13 Total	\$ 106,910,922	\$ 75,552,992	\$ 30,340,695	\$ 1,060,194	\$ 35,591	\$ (78,550)

Percentage Due by Aging

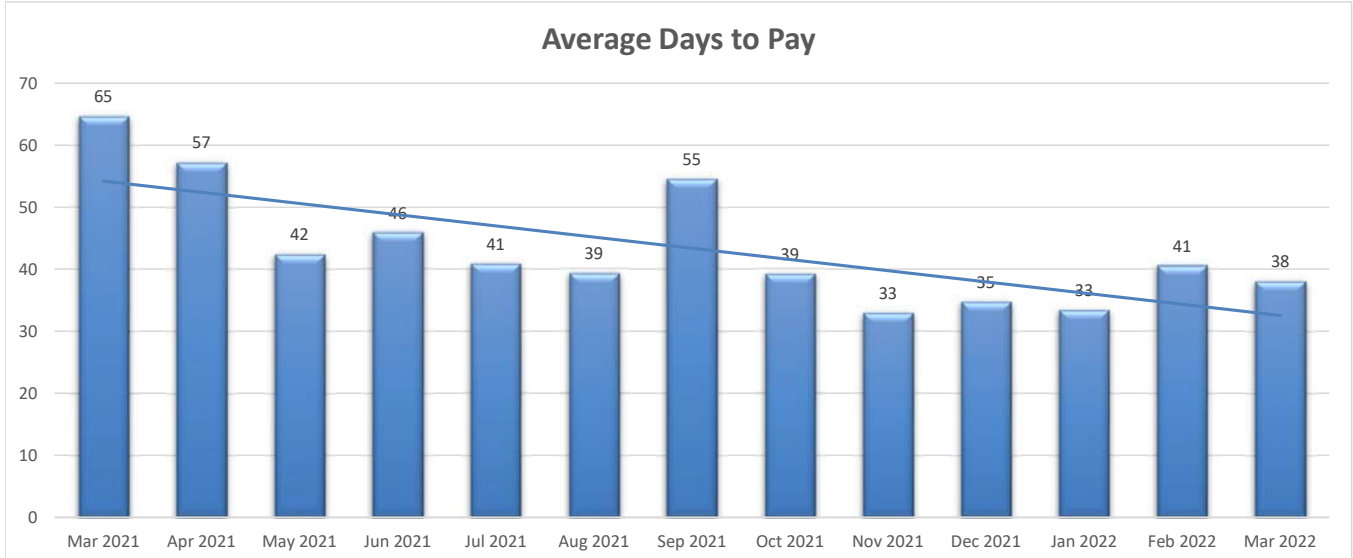
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	58.3%	41.7%	0.0%	0.0%	0.0%
16 Warranty Recovery	115.4%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	33.3%	33.3%	33.3%	0.0%	0.0%
18 Product Sales and Development	46.2%	51.4%	-0.2%	0.5%	2.0%
19 Pass Sales	218.6%	82.5%	-5.9%	31.9%	-227.1%
20 Property Management	46.5%	1.6%	39.9%	0.0%	12.0%
21 Vanpool/Rideshare	53.8%	27.3%	8.9%	6.3%	3.7%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	0.0%	72.5%	27.5%	0.0%	0.0%
25 Other	77.7%	0.0%	0.0%	0.0%	0.0%
26 Total	70.7%	28.4%	1.0%	0.0%	-0.1%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM MARCH 1, 2021 THROUGH MARCH 31, 2021
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description	Contract Date	Vendor	Check #	Date	Check Total
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	889874	3/2/2022	537,478.67
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	889973	3/2/2022	273,985.53
R2021-05-01		SIEMENS MOBILITY INC.	889975	3/2/2022	624,334.77
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	889976	3/2/2022	1,633,950.03
R2021-09-03 EMINENT DOMAIN DEPOSIT	9/22/2021	FIRST AMERICAN TITLE INSURANCE	WIRE	3/2/2022	251,600.00
TMP22-048 SETTLEMENT AGREEMENT	3/9/2022	DEANNA ORTEGA AND SIEGFRIED & JENSEN	61509	3/9/2022	492,751.02
20-3401VW FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	890053	3/9/2022	249,158.40
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	890054	3/9/2022	682,974.49
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	890055	3/9/2022	953,485.39
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890056	3/9/2022	1,290,403.76
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/9/2022	297,930.12
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/9/2022	939,887.46
R2021-04-01		PEHP	ZION-ACH	3/10/2022	266,746.89
R2021-04-01		SELECT HEALTH	ZION-ACH	3/10/2022	793,221.40
R2021-12-07 FINAL JUDGEMENT	12/8/2021	UNIVERSITY PLACE SPE LLC	WIRE	3/11/2022	1,534,221.00
20-3382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	890120	3/16/2022	201,684.68
17-2221PP PURCHASE PARATRANSIT VEHICLES	10/18/2017	LEWIS BUS GROUP	890121	3/16/2022	358,211.28
R2021-04-01		ROCKY MOUNTAIN POWER	366362	3/23/2022	416,885.06
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	890180	3/23/2022	398,502.01
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	890181	3/23/2022	543,319.99
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	890182	3/23/2022	710,675.16
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	890183	3/23/2022	1,651,544.67
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890184	3/23/2022	1,694,180.72
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/23/2022	284,979.38
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/23/2022	907,132.70
18-2584CG JANITORIAL SERVICES	6/1/2018	MASTERCORP COMMERCIAL SERVICES LLC	890248	3/30/2022	397,685.67
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	890257	3/30/2022	632,528.43
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890258	3/30/2022	1,170,498.78
20-P00006 VINEYARD FRONTRUNNER STATION	9/22/2020	UTAH DEPARTMENT OF TRANSPORTATION	890259	3/30/2022	1,395,750.20





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Paul Drake, Director of Real Estate & TOD
PRESENTER(S): Jordan Swain, TOD Project Manager

TITLE:

R2022-05-01 - Resolution Authorizing Execution of a First Amendment to the Master Development Agreement for Clearfield Station

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-05-01 and the proposed amendment to the Clearfield Station Master Development Agreement with Clearfield City, Utah Transit Authority, and Clearfield Station Partners, LLC.

BACKGROUND:

The process of rezone and approval of both the Clearfield Station Master Development Plan and Agreement (MDP & MDA), occurred in December of 2020. The MDP and MDA were both approved by UTA's Board of Trustees in Resolution R2021-01-01. As part of this approval, it was agreed that Clearfield City would bond for, and finance the horizontal infrastructural improvements.

Since the MDP & MDA were approved, Clearfield City has finalized the bond, and worked with the development partnership to finalize civil and site design, and other materials necessary to begin construction on horizontal infrastructural improvements. During this time, construction costs have radically escalated, to the extent that bids provided by interested contractors were much higher than anticipated in preliminary cost estimates. Because of this, Clearfield City and the development partnership have identified alternative funding sources and have designed the utility work in a manner that reduces costs without compromising the quality of the final product.

DISCUSSION:

The proposed amendment outlines a phased approach to the installation of the public

infrastructure. The proposed phased approach outlined in the amendment has been thoroughly vetted by the parties and is the agreed upon best approach available due to current funding constraints to allow for the continuation of the project, which will in turn support the future complete buildout. The proposed amendment to the MDA acknowledges: (1) that current funds are insufficient for the design and construction of the public infrastructure as originally planned, and (2) that as additional funding is obtained, such funding is intended to be applied to the continued construction of the public infrastructure in a prioritized order. The exhibit shows the following:

- 1450 South from 1000 East to State Street
 - The connection of Depot Street in the northwest corner of the project
 - The remaining internal streets and landscaping
-

ALTERNATIVES:

Alternatives to approving the proposed amendment are:

- Deny any amendment of the original Clearfield Station MDP & MDA
 - Modify the language proposed in the amendment. Either scenario will limit Clearfield City's ability to qualify for additional funding.
-

FISCAL IMPACT:

The proposed amendment will potentially make Clearfield City eligible for grant funding through the Governor's Office of Economic Opportunity (GOEO), in the sum of approximately \$5M. These funds will be used to supplement Clearfield City's bond funding and accelerate construction of later phases of infrastructure.

ATTACHMENTS:

Resolution R2022-05-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT FOR CLEARFIELD STATION**

R2022-05-01

May 11, 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 (collectively the "Act"); and

WHEREAS, under the Act, the Board of Trustees ("Board") of the Authority is charged with approving contracts relating to transit-oriented development; and

WHEREAS, the Authority, along with Clearfield City, STACK Development and Hamilton Partners, entered into a Master Development Agreement (MDA) for a transit-oriented development at Clearfield Station, which MDA was approved by the Authority on January 13, 2021, as Resolution R2021-01-01; and

WHEREAS, the Authority and Clearfield City, along with their development partners, desire to amend the MDA in response to growing housing demand and to the increase in material and labor costs; and

WHEREAS, the Authority finds that amending the MDA is in the Authority's best interests, and in the interests of the public it serves, to continue development of the Clearfield Station Site under the terms of the MDA as amended herein.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves The First Amendment to the Master Development Agreement for Clearfield Station ("First Amendment"), in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the First Amendment in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel in the above-referenced matter.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 11th day of May 2022.


Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:

5E3257B1CF024B9... _____

Legal Counsel

EXHIBIT A
(First Amendment to the Master Development Agreement)

**FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
FOR CLEARFIELD STATION**

This First Amendment to the Master Development Agreement for Clearfield Station (“First Amendment”) is entered into as of this [] day of [], 2022 (“Effective Date”), by and between Clearfield City, a Utah municipal corporation (“City”), and Clearfield Station Partners, LLC, a Utah limited liability company (“Master Developer”), and Utah Transit Authority, a large public transit district of the State of Utah (“UTA”). The Master Development Agreement (“MDA”) outlines a long term, mixed use, master planned transit-oriented development (“TOD”) known as Clearfield Station (“Project”). City, Master Developer, and UTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the MDA dated August 25, 2021, that outlines the development of the Project; and

WHEREAS, the City continues to experience an unprecedented increase in demand for housing; and

WHEREAS, the obligations of the Parties to perform under the MDA remain conditioned on the City, as the Bonding Authority, obtaining bond proceeds sufficient to fund the Project Infrastructure (as defined in the MDA); and

WHEREAS, the housing demand, coupled with additional changes in the global, national, and local markets has resulted in an increase in material, labor, and other costs associated with the development of the Project; and

WHEREAS, based on the increase in material, labor, and other costs associated with the development, the City is currently unable to receive bond funding in an amount sufficient to fund the totality of the Project Infrastructure; and

WHEREAS, the Parties desire to develop the Project as closely as possible to the terms of the MDA; and

WHEREAS, the Parties have determined that it is in the best interests of the Parties and fiscally prudent to begin development of the Project as soon as reasonably practicable; and

WHEREAS, the Parties have jointly created a well-designed Public Infrastructure Phasing Plan based on currently available funding, as well as on anticipated subsequent funding that may be used to complete additional Public Infrastructure needs for the Project.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereby agree as follows:

AGREEMENT

- A. Recitals. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference.
- B. First Amendment to MDA. The MDA shall be amended as follows:
 - 1. Replacement of Exhibit "E" to the MDA. The Parties agree to replace Exhibit "E" to the MDA, "Responsibility for Project Infrastructure Funding," with a new "Project Infrastructure Phasing Plan," attached hereto as Exhibit "A" to this Amendment, which identifies and prioritizes the sequencing of Project Infrastructure to be built based on actual available funding to date, as well as potential future funding mechanisms and their impact on the Project.
- C. Original Agreement. Except for the changes reflected in paragraph B above, all other terms and conditions within the MDA (and all exhibits) shall remain in place and applicable to the Parties.
- D. Binding Effect. The provisions of this First Amendment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- E. Severability. If any part or provision of this First Amendment shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this First Amendment except that condition, covenant, or other provision of this First Amendment shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- F. Miscellaneous.
 - a. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this First Amendment or in pursuing any remedy provided hereunder or any applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in

bankruptcy proceedings.

- b. Survival. It is expressly agreed that the terms, covenants, and conditions of this First Amendment shall survive any legal act or conveyance required under this Amendment.
- c. Headings. The section and other headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the MDA the day and years first above written.

[Signature Page(s) to Follow]

CLEARFIELD CITY, a municipal corporation

Mark Shepherd, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM

Nancy Dean, City Recorder

Stuart E. Williams, City Attorney

STATE OF UTAH }
 : SS
COUNTY OF DAVIS }

On the [] day of [], 2022, Mark R. Shepherd and Nancy R. Dean personally appeared before me, who being by me duly sworn did say that they are the Mayor and City Recorder of Clearfield City Corporation, and that the foregoing instrument (First Amendment to the Master Development Agreement for Clearfield Station) was signed on behalf of said corporation by authority of the City Council and that said, Mark R. Shepherd and Nancy R. Dean, acknowledged to me that said corporation executed the same.

WITNESS my hand, at office, this [] day of [], 2022.

NOTARY PUBLIC

CLEARFIELD STATION PARTNERS, LLC, a Utah Limited Liability Company

NATHAN RICKS
Manager, Clearfield Station Partners

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

Personally appeared before me, the undersigned, a Notary public having authority within the State and County, Nathan Ricks, who is the Manager of Clearfield Station Partners, and who is authorized to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this day of , 2022.

NOTARY PUBLIC

CLEARFIELD STATION PARTNERS, LLC, a Utah Limited Liability Company

BRUCE BINGHAM
Manager, Clearfield Station Partners

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

Personally appeared before me, the undersigned, a Notary public having authority within the State and County, Bruce Bingham, who is the Manager of Clearfield Station Partners, and who is authorized to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this day of , 2022.

NOTARY PUBLIC

UTAH TRANSIT AUTHORITY

A large public transit organized under the Utah public Transit District Act

JAY FOX
Executive Director

PAUL DRAKE
Director of Real Property and Transit Oriented Development

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

Personally appeared before me, the undersigned, a Notary public having authority within the State and County, Jay Fox, Executive Director and Paul Drake, Director of Real Property and Transit Oriented Development, who are authorized to execute this instrument on behalf of Utah Transit Authority, a large public transit organized under the Utah public Transit District Act.

WITNESS my hand, at office, this day of , 2022.

NOTARY PUBLIC

APPROVED AS TO FORM:

Jim Merrill

TIMOTHY G. MERRILL
LEGAL COUNSEL

EXHIBIT A

Project Infrastructure Phasing Plan





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Hal Johnson, Manager of Project Research and Development

TITLE:

R2022-05-02 - Resolution Authorizing Execution of an Amendment 1 to an Interlocal Cooperation Agreement with Salt Lake County, the Utah Division of Air Quality, the University of Utah, and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-05-02 authorizing Amendment No. 1 to the Interlocal Cooperation Agreement of Air Quality Monitoring on Electric Buses

BACKGROUND:

In June 2021, UTA entered into an agreement with Salt Lake County and the University of Utah to install air monitors on three UTA electric buses, and to gather, process, and visualize the real-time air quality monitoring data. UTA and Salt Lake County each contributed \$20,000 toward the project. The University is responsible for the operation and maintenance of the monitors. The parties are now planning to modify the agreement.

DISCUSSION:

The proposed agreement Addendum would extend the existing Interlocal agreement for the University of Utah Air Quality Monitoring project. This work is supporting the world's largest deployment of research grade air quality monitoring equipment. Additional parties are pledging funds toward the project.

The parties to the Agreement for Air Quality Monitoring on Electric Buses are proposing the following amendments to the agreement:

1. The Agreement will be renewed for a period of one year, from April 22, 2022, through April 21, 2023,

as provided in Section 6(a) of the Agreement.

2. Salt Lake City Corporation is added as a Party to the Agreement.
3. “County will host a website housing and making available to the public air quality data analysis derived from the Project.” shall be deleted. Subsequent subsections will be renumbered accordingly.
4. A new Section 5 will be added to the Agreement as follows:
 5. Salt Lake City Duties.
 - a. Financial contribution to the Project: \$42,500, to be used for:
 - i. Personnel costs related to data analysis.
 - ii. Purchase of hardware and server needed to house Project data.
 - iii. Parts and hardware for air quality monitors, as needed.
 - iv. Website development.
 - b. City will develop a map, depicting Salt Lake County, for the real-time display of air quality data, including data from e-Buses, TRAX, and stationary monitors. The map will be displayed on a public-facing website. City will host the public-facing website, at a neutral domain address, for the duration of the Project.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake County, Salt Lake City, U of U, and State of Utah
Contract Number:	21-P00076
Base Contract Effective Dates:	April 2022
Extended Contract Dates:	April 2023
Existing Contract Value:	\$20,000 UTA contribution
Amendment Amount:	No change to UTA contribution
New/Total Contract Value:	No change to UTA contribution
Procurement Method:	N/A
Budget Authority:	Included in UTA’s approved operating budget

ALTERNATIVES:

UTA could decide not to approve the Amendment and stop the air quality monitoring project.

FISCAL IMPACT:

none

ATTACHMENTS:

Resolution R2022-05-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT NUMBER 1 TO AN INTERLOCAL
COOPERATION AGREEMENT WITH SALT LAKE COUNTY, THE UNIVERSITY OF UTAH,
THE UTAH DIVISION OF AIR QUALITY, AND SALT LAKE CITY CORPORATION TO
INSTALL AIR QUALITY MONITORING ON ELECTRIC BUSES**

R2022-05-02

May 11, 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 (collectively the "Act"); and

WHEREAS, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement ("ILA") to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Board of the Authority, on June 9, 2021, in Resolution R2021-06-04 approved an ILA with Salt Lake County, the Utah Division of Air Quality, and the University of Utah regarding the placement of air quality monitoring equipment on the electric bus fleet of the Authority; and

WHEREAS, the Authority, Salt Lake County, the Utah Division of Air Quality, and the University of Utah wish to enter into Amendment Number 1 to the ILA, while also adding Salt Lake City Corporation as a party to the agreement; and

WHEREAS, Amendment Number 1 to the ILA allows the continued placement of air quality monitoring equipment on the electric bus fleet of the Authority.

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

1. That the Board hereby approves Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Amendment Number 1 to the ILA with Salt Lake City Corporation, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 11th day of May 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

EXHIBIT A

(Amendment Number 1 to the Interlocal Cooperation Agreement
with Salt Lake County, the University of Utah, the Utah Division of Air Quality,
and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses)

County Contract No. 0000002779
D.A. Log No. 22-19395

AMENDMENT NO. 1
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
**UNIVERSITY OF UTAH; STATE OF UTAH DIVISION
OF AIR QUALITY; UTAH TRANSIT AUTHORITY; AND SALT LAKE CITY
CORPORATION**
for
AIR QUALITY MONITORING ON ELECTRIC BUSES

THIS **AMENDMENT NO. 1** (“First Amendment”) is made and entered into by and between Salt Lake County, on behalf of its Office of Regional Development (“County); the University of Utah, a body corporate and politic of the State of Utah (“University”); the State of Utah Division of Air Quality (“DAQ”); Utah Transit Authority (“UTA”), and Salt Lake City Corporation (“City”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

A. The County, University, DAQ, and UTA (collectively, the “Original Parties”) previously entered into an Interlocal Cooperation Agreement in April 2021 (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000002779, to monitor local air quality utilizing electric buses on public transportation routes.

B. The Original Parties desire to amend the Agreement to add Salt Lake City Corporation as a party to the Agreement and set forth City’s responsibilities with respect to the Project.

C. All Parties now desire to renew the Agreement for an additional year, from April 22, 2022, to April 21, 2023, as provided in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the County, University, DAQ, UTA, and City hereby agree as follows:

1. The Agreement will be renewed for a period of one year, from April 22, 2022, through April 21, 2023, as provided in Section 6(a) of the Agreement.

2. Salt Lake City Corporation, a municipal corporation of the State of Utah, is added as a party to the Agreement.
3. Section 1, County Duties, subsection (e), which reads, “County will host a website housing and making available to the public air quality data analysis derived from the Project.” shall be deleted. Subsequent subsections will be renumbered accordingly.
4. A new Section 5 will be added to the Agreement as follows:
 5. Salt Lake City Duties.
 - a. Financial contribution to the Project: \$42,500, to be used for:
 - i. Personnel costs related to data analysis.
 - ii. Purchase of hardware and server needed to house Project data.
 - iii. Parts and hardware for air quality monitors, as needed.
 - iv. Website development.
 - b. City will develop a map, depicting Salt Lake County, for the real-time display of air quality data, including data from e-Buses, TRAX, and stationary monitors. The map will be displayed on a public-facing website. City will host the public-facing website, at a neutral domain address, for the duration of the Project.
5. Section 5 of the existing Agreement entitled “Data Management” shall be renumbered as Section 6.
6. Section 6 of the existing Agreement entitled “General Provisions” shall be renumbered as Section 7.
7. Section 6(b) of the existing Agreement, renumbered as Section 7(d) pursuant to this First Amendment and entitled “Termination,” shall have the following language added:
 - a. If the Agreement expires, or is otherwise not renewed for any reason, the Parties will negotiate in good faith to enter into a dissolution agreement which will address all continuing issues including but not limited to ownership and maintenance of the air quality data display website.
8. Section 6(d) of the existing Agreement, renumbered as Section 7(d) pursuant to this First Amendment and entitled “Interlocal Cooperation Act,” shall be amended to read as follows:

“i. This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act. Notwithstanding any approval for this Agreement or any amendments thereof granted by the Salt Lake County Council, the Parties agree that nothing in this Agreement requires legislative body approval under Section 11-13-202.5(b) of the Interlocal Cooperation Act.”

9. Effective Date. This First Amendment will become effective immediately upon execution of this First Amendment by a duly authorized official of each of the Parties.
10. All Other Terms Remain in Effect. Except as specifically modified and amended by the terms of this First Amendment, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control and govern. If this First Amendment is executed more recently than the expiration of the period of performance stated in the underlying Agreement or a prior amendment, then this First Amendment shall relate back to and be effective from the last day of the previous period of performance.
11. Counterparts. This First Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this First Amendment delivered by facsimile or email shall be deemed an original signed copy of this First Amendment.

Each Party hereby signs this First Amendment on the date written by each Party on the signature pages attached hereto.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the _____ day of _____, 2022.

[Signature pages to follow]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval

By: _____

Approved as to Form:

By: _____
Dianne R. Orcutt
Deputy District Attorney

SALT LAKE CITY

By: _____
Mayor or Designee

Date: _____

Administrative Approval

By: _____
Debbie Lyons

Approved as to Form:

By: _____
Senior City Attorney

Date: _____

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

UNIVERSITY OF UTAH

By: _____
Director, Office of Sponsored Projects

Date: _____

UTAH TRANSIT AUTHORITY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Legal Approval

By: **Michael L. Bell** Digitally signed by Michael L. Bell
Date: 2022.04.22 14:37:17 -06'00'

Title: _____

Date: _____

UTAH DIVISION OF AIR QUALITY

By: _____

Title: _____

Date: _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kimberly Shanklin, Chief People Officer
PRESENTER(S): Stacey Palacios, Manager of Training & Development

TITLE:

Contract: Apprenticeship Training Curriculum Design Services (Xpan Interactive USA, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Xpan Interactive USA, Inc. in the not to exceed amount of \$5,100,000.

BACKGROUND:

This contract is to support design work for the development of three Apprenticeship programs in the Maintenance of Way, Light Rail Vehicle Maintenance, and Commuter Rail Vehicle Maintenance crafts.

DISCUSSION:

UTA is currently undertaking the design and development of three Rail Apprenticeship training programs. Based on current development needs, it was determined that the most effective method of development is to take a hybrid approach to the project, supplementing internal development with external contracted development. It is estimated that this approach will reduce the training curriculum development time from eight years down to two years.

UTA conducted an RFP for curriculum design services. As a result of this process, UTA selected Xpan Interactive USA, Inc. as the vendor for this project. The contract period will be from April 2022 to December 31, 2022.

Xpan Interactive USA, Inc. is a well-known vendor throughout the transit industry, with over 20 years of development experience. Xpan was able to demonstrate the ability to meet our timeline and development

needs.

CONTRACT SUMMARY:

Contractor Name:	Xpan Interactive USA, Inc.
Contract Number:	#22-03546VW
Base Contract Effective Dates:	May 11, 2022 to December 31, 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$5,100,000 Not-To-Exceed
Procurement Method:	Request for Proposal (RFP)
Budget Authority:	2022 Training and Development Program Budget

ALTERNATIVES:

Without the approved contract, it is estimated that the development of apprenticeship program will take up to eight years to complete.

FISCAL IMPACT:

These costs are programmed in the 2022 Training and Development budget.

ATTACHMENTS:

Contract: Xpan 22-03546VW Apprenticeship Training



REQUEST FOR PROPOSALS

Professional Services Contract

22-03546VW Apprenticeship Training Curriculum Design Services

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

RECITALS

WHEREAS, UTA desires to hire professional services for Apprenticeship Training Curriculum Design Services.

WHEREAS, On February 22, 2022, UTA issued Request for Proposal Package Number 22-03546VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31, 2022. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

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

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

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

- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. INVOICING PROCEDURES

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

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

Amanda LeBlanc, Program Manager
 Aditya Joshi, Director, Learning & KX
 Deirdre O'Riain, Lead ID
 Janice Liwanag, Lead ID
 Dianne MacKay, Lead ID 3

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

13. SUSPENSION OF WORK

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

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

14. TERMINATION

a. FOR CONVENIENCE:

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

b. FOR DEFAULT:

If Consultant(a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultants even (7) days written notice to cure such default:

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

CONSULTANT'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant(to the extent termination damages exceed the invoice). All rights and

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

- Information already in the public domain.
- Information disclosed to Consultant by a third party who is not under a confidentiality obligation.
- Information developed by or in the custody of Consultant before entering into this Contract.
- Information developed by Consultant 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.

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subconsultant is exempt under UCA 34A-2-103, AND when such Consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under

the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate

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

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

20. OTHER INDEMNITIES

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

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

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Consultant's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

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

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

If to Consultant:
Xpan Interactive USA, Inc.
3753 Howard Hughes Parkway Paradise
Unit 200
Las Vegas, NV 89169

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

28. CONTRACT ADMINISTRATOR

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

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

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

30. COSTS AND ATTORNEYS' FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. TRAVEL COSTS

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

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract

shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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

UTAH TRANSIT AUTHORITY:

By:
Kimberly Shanklin
Chief People Officer

Date:

By:
Jay Fox
Executive Director

Date:

Approved as to Content and Form

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

Date: 4/22/2022

Reviewed & Recommended

By:
Stacey Palacios,
Project Manager

Date:

XPAN INTERACTIVE USA, INC.:

By: 
Ron Thiele
President
Fed ID#87-3523213

Date: 4/21/2022

Exhibit A - Scope of Work

Firm will work alongside internal resources in Department of Labor registered apprenticeship programs. Xpan Interactive USA, Inc., to deliver high quality content that may include 3D animation, videos, photos, professional voice, and advanced interactivities to increase learning retention. The Training content may take a hybrid or blended learning approach, whichever is best suited for individual training assignments. However, most of the training content should be prepared as Instructor Led Training, with hands on lab training and On the Job Training (OJT) to match the curriculum and learner needs. All training will incorporate safety and regulatory requirements.

The overall management of the project will be under the direction of UTA through the Manager of Training & Development. All deliverables of this contract will be due by December 31, 2022.

DELIVERABLES

All training deliverables will include:

- Course Outlines
- Suggested timeline/lesson plan
- Classroom presentation materials
 - PowerPoints
 - Workbooks/worksheets
 - Images
 - Videos
 - Test/Assessment
- Facilitator guide
- Original source files/materials (e.g., captivate files, premiere pro sources files)
 - Storyboard
 - Scripts

At the end of this project, UTA will own all completed curriculum and original source files.

ON-DEMAND SERVICES

Training services under this contract shall be provided on an “on-demand” basis. UTA will request either specific on-going support in collaborating with UTA in developing curriculum or it will request the delivery of a curriculum package for a specific training course. For on-gong support, the contractor will be paid the hourly rates shown in Exhibit B of the Contract. For curriculum package development, the Consultant will be paid the program/project-based rate shown in Exhibit B in the Contract.

Exhibit B – Price

Frontrunner	Estimated eLearning Duration (hours)	Classroom (Hours)	Lab (Items)	OJT (Items)
Carbody/ Water and Waste	2	40	3	4
Cab Equipment	2	40	3	4
Coupler and Draft	2	40	3	4
Trucks	3	80	6	6
Compressed air, Friction Brakes, Pneumatic Distribution	3	80	6	6
Doors	2	40	3	4
Prime Engine	4	100	7	8
Rotating Electrical	4	100	7	8
Head End Power (HEP)	3	60	4	6
<i>Subtotal</i>	<i>25</i>	<i>580</i>	<i>41</i>	<i>50</i>
Maintenance of Way				
Track Basics	2	40	3	4
MOW Advanced Electrical	6	160	11	12
Switches	4	120	9	8
Grade Crossing	2	40	3	4
Singal/ Interlocking	3	80	6	6
Cab Signaling/ Communication	4	120	9	8
High Voltage/ OCS	6	160	11	12
<i>Subtotal</i>	<i>27</i>	<i>720</i>	<i>52</i>	<i>54</i>
Electro-Mechanic - Light Rail				
Trucks	2	80	6	4
HVAC	2	80	6	4
Doors & Ramps	2	80	6	4
Propulsion	2	80	6	4
Power Distribution	2	80	6	4
Car Body	1	80	6	2
Communications	1	40	3	2
Vehicle Control Systems	4	80	6	8
<i>Subtotal</i>	<i>16</i>	<i>600</i>	<i>20</i>	<i>32</i>
Total	68	1,900	112	136

Instructor Led Training	Rate
Loaded Hourly Rate	\$85.94
Daily Rate	\$687.53
Project/Program Based Rate (If providing a program rate, please list what is included in the rate)	<div style="text-align: right;">\$3,225,145.00</div> <ul style="list-style-type: none"> ● Production of up to 1,900 hours of ILT materials across 3 apprenticeship programs <ul style="list-style-type: none"> ○ Deliverables <ul style="list-style-type: none"> ▪ Instructional Design Plan ▪ PowerPoints ▪ Facilitator guides ▪ Participant workbooks ▪ Up to 9 days of in-person video shoots ● Estimated 34,844 hours of development time ● Estimated 5,227 hours of project management ● Up to 4 on-site visits in Salt Lake City
Blended or Hybrid Learning	Rate
Loaded Hourly Rate	\$85.94
Daily Rate	\$687.53
Project/Program Based Rate (If providing a program rate, please list what is included in the rate)	<div style="text-align: right;">\$101,097.60</div> <ul style="list-style-type: none"> ● Production of up to 112 lab-based training exercises and up to 136 On The Job Training (OJT) activities across 3 apprenticeship programs <ul style="list-style-type: none"> ○ Deliverables <ul style="list-style-type: none"> ▪ Instructional Design Plan ▪ Lab instructions <ul style="list-style-type: none"> ● Facilitator guides ● Participant workbooks ▪ OJT Worksheets and instructions ● Estimated 993 hours of development time ● Estimated 149 hours of project management ● Up to 4 on-site visits in Salt Lake City (the same 4 noted previously)

eLearning	
Level 1 eLearning	Rate
Loaded Hourly Rate	\$85.94
Daily Rate	\$687.53
Project/Program Based Rate (If providing a program rate, please list what is included in the rate)	<p style="text-align: right;">\$693,034.00</p> <ul style="list-style-type: none"> ● Production of up to 34 hours of eLearning across 3 apprenticeship programs <ul style="list-style-type: none"> ○ Deliverables <ul style="list-style-type: none"> ▪ Instructional Design Plan ▪ eLearning Consultancy ▪ Instructional Design ▪ Media Development ▪ Professional Narration ▪ Up to 34 hours of level 1 eLearning <ul style="list-style-type: none"> ● Passive eLearning interactivity level - Passive Participation – Lowest User Engagement but good for the presentation of simpler materials ● Learners are not required to interact with eLearning resources and the eLearning process is strictly linear. This level may include simple images and graphics, simple video and audio, test questions, etc. ● Estimated 7,854 hours of development time ● Estimated 1,258 hours of project management ● Up to 4 on-site visits in Salt Lake City (the same 4 noted previously)
Level 2 eLearning	Rate
Loaded Hourly Rate	\$85.94
Daily Rate	\$687.53
Project/Program Based Rate (If providing a program rate, please list what is included in the rate)	<p style="text-align: right;">\$669,378.40</p> <ul style="list-style-type: none"> ● Production of up to 27 hours of eLearning across 3 apprenticeship programs <ul style="list-style-type: none"> ○ Deliverables <ul style="list-style-type: none"> ▪ Instructional Design Plan ▪ eLearning Consultancy ▪ Instructional Design ▪ Media Development ▪ Professional Narration ▪ Up to 27 hours of level 2 eLearning <ul style="list-style-type: none"> ● Limited interactivity level - Limited Participation – Moderate User Engagement ● Learners may have some control over their eLearning experience, as they are required to make simple interactions with the eLearning material. This level may include animations, motion graphics, clickable menus, drag and drop interactions, etc. ● Estimated 6,283 hours of development time ● Estimated 1,006 hours of project management ● Up to 4 on-site visits in Salt Lake City (the same 4 noted previously)

Level 3 eLearning	Rate
Loaded Hourly Rate	\$85.94
Daily Rate	\$687.53
Project/Program Based Rate (If providing a program rate, please list what is included in the rate)	<p>\$199,984.6</p> <ul style="list-style-type: none"> Production of up to 7 hours of eLearning across 3 apprenticeship programs <ul style="list-style-type: none"> Deliverables <ul style="list-style-type: none"> Instructional Design Plan eLearning Consultancy Instructional Design Media Development Professional Narration Up to 7 hours of level 3 eLearning <ul style="list-style-type: none"> Moderate interactivity level - Moderate Participation - Highest User Engagement Learners gain more control over the eLearning experience, which is more customized and complex. This level may include complex drag and drop interactions, gamified simulations, stories, and branching scenarios. Estimated 1,571 hours of development time Estimated 252 hours of project management Up to 4 on-site visits in Salt Lake City (the same 4 noted previously)

Alternative Budget Presentation Format

	LMS	Class	Lab	OJT	Total
Frontrunner					
50% Level 1 eLearning @ \$320 \$260/min	\$195,000.00				\$195,000.00
40% Level 2 eLearning @ \$400 \$340/min	\$204,000.00				\$204,000.00
10% Level 3 eLearning @ \$480 \$420/min	\$63,000.00				\$63,000.00
\$3,000 \$2500 per Classroom Hour		\$1,022,500.00			\$1,022,500.00
Lab Curriculum			\$12,992.00		\$12,992.00
OJT Curriculum				\$16,000.00	\$16,000.00
Professional Voice Talent	\$31,250.00				\$31,250.00
Project Management	\$73,987.50	\$153,375.00	\$1,948.80	\$2,400.00	\$231,711.30
Subtotal	\$567,237.50	\$1,175,875.00	\$14,940.80	\$18,400.00	\$1,776,453.30

Maintenance of Way

50% Level 1 eLearning @ \$320 \$260/min	\$210,600.00				\$210,600.00
40% Level 2 eLearning @ \$400 \$340/min	\$220,320.00				\$220,320.00
10% Level 3 eLearning @ \$480 \$420/min	\$68,040.00				\$68,040.00
\$3,000 \$2500 per Classroom Hour		\$1,267,500.00			\$1,267,500.00
Lab Curriculum			\$16,640.00		\$16,640.00
OJT Curriculum				\$17,280.00	\$17,280.00
Professional Voice Talent	\$33,750.00				\$33,750.00
Project Management	\$79,906.50	\$190,125.00	\$2,496.00	\$2,592.00	\$275,119.50
Subtotal	\$612,616.50	\$1,457,625.00	\$19,136.00	\$19,872.00	\$2,109,249.50

Electro-Mechanic - Light Rail	LMS	Class	Lab	OJT	Total
50% Level 1 eLearning @ \$320 \$260/min	\$124,800.00				\$124,800.00
40% Level 2 eLearning @ \$400 \$340/min	\$130,560.00				\$130,560.00
10% Level 3 eLearning @ \$480 \$420/min	\$40,320.00				\$40,320.00
\$3,000 \$2500 per Classroom Hour		\$497,500.00			\$497,500.00
Lab Curriculum			\$6,272.00		\$6,272.00
OJT Curriculum				\$10,240.00	\$10,240.00
Professional Voice Talent	\$20,000.00				\$20,000.00
Project Management	\$47,352.00	\$74,625.00	\$940.80	\$1,536.00	\$124,453.80
Subtotal	\$363,032.00	\$572,125.00	\$7,212.80	\$11,776.00	\$954,145.80

Instructional Design Plan (360 hours at \$80/ hour)	\$28,800.00
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Production Totals	\$4,868,648.60
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Ancillary Budgeting

Travel	\$20,000.00
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Program Total	\$4,888,648.60
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* **Payment Provision: Monthly invoicing be based on percentage of project completion.**

****Contract not to exceed \$5,100,000.**



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Contract: Light Rail Tire Kit Parts (Penn Machine Company)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve the Light Rail Tire Kit Parts contract, and authorize the Executive Director to execute the contract, and associated disbursements with Penn Machine Company for \$3,166,880.32 over a period of five years.

BACKGROUND:

The Light Rail maintenance group must replace the tires on light rail vehicles as they wear out. Much like rubber tires on a bus, these are considered a consumable maintenance item that must be replaced based on safety, quality, and wear. This solicitation is for the tires on the S70 light rail vehicles.

DISCUSSION:

Earlier this year UTA conducted an IFB solicitation in order to leverage long-term purchasing volumes and to establish contract pricing for future purchases. Suppliers were provided a schedule of 3 deliveries per year of varying quantities for the next five years, with expectations to deliver the requested quantities on the future delivery dates. Two suppliers responded with bids and Penn Machine Company was selected as the lowest bid supplier. Penn Machine Company is the original equipment manufacturer (OEM) of the tires for the light rail vehicle.

UTA maintains a fleet of 77 S70 light rail vehicles, and each vehicle has 12 tires. The center truck tires last an average of 200,000 miles, and the power-truck tires last an average of 700,000 miles.

CONTRACT SUMMARY:

Contractor Name:	Penn Machine Company, LLC
Contract Number:	22-03553BCM
Base Contract Effective Dates:	May 16, 2022 - May 16, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$3,166,880.32
Procurement Method:	Invitation For Bid (IFB)
Budget Authority:	Maintenance Operations Budget

ALTERNATIVES:

Solicit individual bids from suppliers as the need arises, paying market price at the time of the bid.

FISCAL IMPACT:

Replacement of the tires is included in the annual maintenance parts budget and supporting 5-year financial plan.

ATTACHMENTS:

Contract: Light Rail Tire Kit (Penn Machine Company)

Bid/Quote from Penn Machine Company



IFB GOODS AND SERVICES SUPPLY CONTRACT

**UTA CONTRACT # 22-03553BCM
TIRE KIT, DRIVE WHEEL – CALSS C**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY CONTRACT (“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 Penn Machine Company, at 106 Station Street Johnstown, PA 15905 (the “Contractor”).

RECITALS

WHEREAS, on April 5th 2022, UTA received competitive bids to provide Drive Wheel – Class C Tire Kits for S70 Siemens Light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training, and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 22-03553BCM (the “IFB”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the IFB; and

WHEREAS, the bid submitted by the Contractor in response to the IFB (“Contractor’s Bid”) was deemed to be the most advantageous to UTA; and

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

THE CONTRACT

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, UTA and contractor herby enter into this contract was consisting of the following items:

Section 1: IFB Part 1 – Project Information

Section 2: Contractor Bid Sheet Form

Section 3: IFB Part 3 – Solicitation Terms

Section 4: IFB Part 4 – Contract Terms

Section 5: IFB Part 5 - Declarations, Offer and Acceptance



SECTION 1

IFB Part 1 Project Information

GENERAL OVERVIEW

This Invitation for Bids is to supply Utah Transit Authority (UTA) with Tire Kit Parts for UTA's Siemens Light Rail Vehicles (LRV's).

Contact Period: This will be a 5 year Firm Fixed Price Contact

Product Description: TIRE KT, DRIVE WHEEL - CLASS C

Manufacture: Siemens Mobility Inc. part number: A4448700 (Approved Alternate)

Manufacture: Penn Machine Company, part number: 00706419

Part Description: TIRE KT, DRIVE WHEEL - CLASS C

Quantities: (UTA may amend order quantities as required. UTA anticipates a Minimum of 144 per year to a Maximum of 260 per year)

Period	Year	Estimated Annual Qty	Planned Delivery to UTA Dock	Planned Delivery Qty to UTA Dock
Year 1	2022	144ea	12/01/22	144ea
Year 2	2023	260ea	02/01/23	100ea
			05/01/23	100ea
			08/01/23	60ea
Year 3	2024	260ea	01/01/24	100ea
			02/01/24	100ea
			05/01/24	60ea
Year 4	2025	260ea	08/01/25	100ea
			11/01/25	100ea
			12/01/25	60ea
Year 5	2026	260ea	02/01/26	100ea
			05/01/26	100ea
			08/01/26	60ea

Schedule Delivery Requirement: Scheduled Deliveries to UTA Dock for anticipated quantity of ~72ea = (4ea/Pallet x18) every 3 months, starting 1st week of each month.

To prevent delivery schedule delays, Contractor shall maintain enough quantities on hand (at its facility) to bridge factory lead-times for contract duration.

UTA reserves the right to push/pull schedules as need. UTA shall notify Supplier of any schedule changes within 60 days of original planned order delivery schedule.

Delivery Location: Utah Transit Authority – JRSC Division
2664 South 900 West
Salt Lake City, UT 84119
c/o Receiving Dept 801-287-3025

Bid / Proposal shall include any applicable Freight Charge.

All shipping cost shall be covered by Contractor and included in unit price.

Incoterm: DAP (Delivered at Place) UTA SLC, UT

All Product shall be properly packaged to protect from damage during handling and transit.



SECTION 2

Contractor's Bid Sheet Form

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid shall be determined by the bid price of the parts, if applicable.



SECTION 3

IFB Part 3 – Solicitation Terms

1.1 INSTRUCTIONS TO BIDDERS

1.1.1.1 Submission of Bids.

Bids must be received by the Contract Administrator by the “Bid ends” date and time listed on the IFB Cover Sheet. Bids received after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Instructions to Bidders are included in the IFB documents.

1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating, “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;
- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid prepare a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no “Public Copy” need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business



Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

1.1.1.4 Submitting Questions to UTA

Any and all questions and answers are public record and must be submitted before the end of the Question-and-Answer period. The questions and answers will be published to each interested bidder prior to the bid due date and time.

1.1.1.5 Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted before the end of the Question-and-Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

The requests will be published to each interested bidder prior to the bid due date and time.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration. UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

1.1.1.6 Addenda to the Invitation for Bids



UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB sent to all interested bidders.

1.1.1.7 Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

1.1.1.8 Withdrawal of Bids

A Bidder may withdraw its Bid before the Bid due date without prejudice to itself.

1.1.1.9 Cost of Bids

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

1.1.1.10 Examination of Invitation for Bids

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

1.1.1.11 Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

1.1.1.12 Disclosure of Organizational Conflict of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine



whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

1.1.1.13 No Collusion

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

1.1.1.14 Federal Requirements. (If applicable)

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:
 - Set up and maintain contractor login for all persons inputting information in the system
 - Description of payments received from UTA, and payments made to subcontractors of all tiers including amounts and confirmation of payment
 - All certified payrolls must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
 - All subcontract award amounts, date signed, and change orders
 - Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

1.2 SELECTION PROCESS

1.2.1.1 Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

1.2.1.2 UTA's Procurement Options



Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

1.2.1.3 Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

1.2.1.4 Responsibility

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

1.2.1.5 Checking References.

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

1.2.1.6 Requests for Clarification

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

1.3 PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to protests@rideuta.com.



All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



SECTION 4

IFB Part 4 Contract Terms

Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services.



Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.

6. **STANDARD OF CARE.** Vendor 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).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
 - a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
 - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.



11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.
12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
13. **INSURANCE:** The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- | | |
|---|-------------|
| • General Aggregate | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$2,000,000 |



- a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) \$2,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
3. Worker's Compensation and Employers' Liability

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

 - a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 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	\$2,000,000

 - a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
5. Railroad Protective Liability Insurance (RRPLI) – ***Remove this section if not applicable***

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of



not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

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

14. Vendor shall maintain worker's compensation insurance in accordance with applicable laws and shall also maintain general liability insurance with policy limits no less than two million per occurrence and four million in the aggregate. Vendor shall include UTA as an additional insured with respect to such insurance. Upon request, Vendor shall provide proof of insurance to UTA.
15. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
16. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
17. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor'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.
18. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Vendor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Vendor to submit additional



environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
20. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
21. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
22. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
23. **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **UTAH ANTIDISCRIMINATION ACT:**
 Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

 In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.
25. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.



26. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
27. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



INVITATION FOR BIDS

Part 5 – Declarations, Offer, and Conflict of Interest Form

A. UTAH ANTIDISCRIMINATION ACT:

Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

B. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (see Part 3 (B) for more information).

4. I acknowledge receipt of the following addenda to this IFB:

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Penn Machine Company
(Contractor's Name)

Ronald S Johnson

Digitally signed by Ronald S Johnson
DN: cn=Ronald S Johnson, o, ou,
email=rjohnson@pennmach.com, c=US
Date: 2022.04.06 11:47:08 -06'00'

(Signature)

Ronald S. Johnson

(Print Name)

C. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void.

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Penn Machine Company, LLC <hr/> (Contractor's Name) 310 Innovation Dr. Blairsville, PA 15717 <hr/> (Contractor's Address) 724-675-7108 <hr/> (Contractor's Phone Number) rjohnson@pennmach.com <hr/> (Contractor's Email Address)	Ronald S Johnson <hr/> (Signature) Ronald S Johnson <hr/> (Print Name) Sales Engineer <hr/> (Title) 4/05/2022 <hr/> (Date)
---	--

D. UTA'S ACCEPTANCE

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

<hr/> UTA Representative / Title <hr/> (Date)	<hr/> UTA Representative / Title <hr/> (Date)
--	--

DocuSigned by:

Mike Bell 4/14/2022

361F16F838704A9...

UTA Legal

Mike Bell

[Back to Event](#)

This event is **Under Evaluation**, and may be awarded once a winning bid has been chosen.

22-03553BCM TIRE KIT,
DRIVE WHEEL – CLASS C
22-03553BCM

Vendor: [Penn Machine Company](#)
Bid Status: **Submitted**
Type: **Invitation for Bid**
Event Status: **Under Evaluation**

- Prerequisites
- Vendor Attachments
- Questions

Items

Response from Penn Machine Company
Items

[History](#) | [?](#)

[Product Line Items \(0\)](#) [Service Line Items \(5\)](#)

Go To [All Groups](#) ▾

★ Unit Price is Required

▼ **Group S1** (1 - 5 of 5 items)

#	Item Name, Description, Etc	Qty	UOM	Requested Service Delivery	Target Price (USD)	Unit Price (USD)	Total Unit Price (USD)	Total Price (USD)	Estimated Service Delivery
S1.1	First (1st) Contract Year 2022 ★ View Details	14 4	Each	–		2,401.73	2,401.73	345,849.12	150 days after award

Comment: Prices based upon current steel prices.

[◀ Previous](#)

#	Item Name, Description, Etc	Qty	UOM	Requested Service Delivery	Target Price (USD)	Unit Price (USD)	Total Unit Price (USD)	Total Price (USD)	Estimated Service Delivery
S1.2	Second (2nd) Contract Year 2023 ★ View Details	260	Each	–		2,520.05	2,520.05	655,213.00	–

Comment: To ship with dates determined by UTA in 2023

S1.3	Third (3rd) Contract Year 2024 ★ View Details	260	Each	–		2,644.22	2,644.22	687,497.20	–
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Comment: To ship with dates determined by UTA in 2024

S1.4	Fourth (4th) Contract Year 2025 ★ View Details	260	Each	–		2,774.53	2,774.53	721,377.80	–
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Comment: To ship with dates determined by UTA in 2025

#	Item Name, Description, Etc	Qty	UOM	Requested Service Delivery	Target Price (USD)	Unit Price (USD)	Total Unit Price (USD)	Total Price (USD)	Estimated Service Delivery
S1.5	Fifth (5th) Contract Year 2026 ★ View Details	260	Each	–		2,911.32	2,911.32	756,943.20	–
Comment: To ship with dates determined by UTA in 2026									
Total Price (USD)						3,166,880.32			
							Total for Product Items		
							0.00 USD		
							Total for Service Items		
							3,166,880.32 USD		
							Grand Total for Bid		
							3,166,880.32 USD		



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Contract: Secondary Data Center-Disaster Recovery-Server Hardware Replacement (CVE Technologies Group, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute the contract and associated disbursements with CVE in the amount of \$ 228,095.41

BACKGROUND:

UTA utilizes the Tonaquint Data Center located in Saint George, Utah, to house our one-third capacity data center (soon to be expanded to full capacity over the next three years) for Disaster Recovery services for critical UTA systems. Equipment in this facility has reached its end of life and is no longer supported by Cisco.

DISCUSSION:

This project replaces the old equipment that has reached its end of life, is no longer available for resale, and is no longer covered by Cisco support services. There is currently an increased risk to the agency, which jeopardizes the reliability and availability of our secondary data center in the case of a primary data center issue or disaster recovery situation.

This procurement has been put together as a package by Cisco which will save approximately \$18,000 by providing a couple of the critical pieces of equipment at no cost.

This procurement is utilizing State Contract AR3227.

CONTRACT SUMMARY:

Contractor Name:	CVE Technologies Group, Inc
Contract Number:	PO-16833
Base Contract Effective Dates:	4/21/2022-4/20/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$228,095.41
Procurement Method:	State Contract AR3227
Budget Authority:	IT department budget

ALTERNATIVES:

If this purchase is not executed, UTA would need to perform a competitive procurement for an alternate vendor or leave the outdated equipment in service risking data insecurity. A new procurement process would cost the agency time and funds, delaying critical system upgrades.

FISCAL IMPACT:

This has already been budgeted in account ICI201,

ATTACHMENTS:

Purchase Order - Secondary Data Center-Disaster Recovery-Server Hardware Replacement (CVE Technologies Group, Inc)

AR3227 Full Contract Cisco Utah NASPO

CVE Technologies Group, Inc 1414 S GUSTIN RD Salt Lake City UT 84104		 Utah Transit Authority	PURCHASE ORDER NUMBER OG	16833
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1229623	PO DATE 4/21/2022
SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY DEREK A	FOB *
669 W 200 S SLC, UT 84101	3600 S 700 W Salt Lake City UT 84119	801-287-3008 www.rideuta.com	BUYER Wilson, Rick V	PAGE NUMBER 1 of 2

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 228,095.41 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	00010554	4/21/22	6 EA	DC-MGT-SAAS-EST-C 40-2201.68912	Intersight SaaS-Essentials Tom Smith	474.9100	2,849.46
3	00010554	4/21/22	1 EA	UCSX-9508-U 40-2201.68912	UCS 9508 Chassis Configured Tom Smith	5687.3100	5,687.31
4	00010554	4/21/22	1 EA	CON-OSP-UCSX95U8 40-2201.68912	SNTC-24X7X4OS UCS 9508 Chassis Tom Smith	318.4000	318.40
5	00010554	4/21/22	6 EA	UCSX-210C-M6 40-2201.68912	UCS 210c M6 ComputeNodeW/O CPU Tom Smith	2909.9000	17,459.40
6	00010554	4/21/22	6 EA	CON-OSP-UCSX210C 40-2201.68912	SNTC-24X7X4OS UCS 210c M6 Tom Smith	563.2000	3,379.20
7	00010554	4/21/22	6 EA	UCSX-V4-Q25GML 40-2201.68912	UCS VIC 14425 4x25G mLOM Tom Smith	666.2000	3,997.20
8	00010554	4/21/22	6 EA	UCSX-M2-HWRAID 40-2201.68912	Boot optimized M.2 RaidControl Tom Smith	137.4800	824.88
9	00010554	4/21/22	6 EA	UCSX-TPM-002C 40-2201.68912	TPM 2.0, TCG, FIPS140-2 Tom Smith	34.6000	207.60
10	00010554	4/21/22	48 EA	UCSX-MR-X64G2RW 40-2201.68912	64GB RDIMM DRx4 3200 (16Gb) Tom Smith	2476.2800	118,861.44
11	00010554	4/21/22	2 EA	UCSX-I-9108-25G 40-2201.68912	UCS 9108-25G IFM, 9508 Chassis Tom Smith	5711.6200	11,423.24
12	00010554	4/21/22	6 EA	UCSX-PSU-2800AC 40-2201.68912	UCS 9508 Chassis 2800V AC Dual Tom Smith	732.1200	4,392.72
13	00010554	4/21/22	12 EA	UCSX-CPU-I6334 40-2201.68912	Intel 6334 3.6GHz/165W 8C/18MB Tom Smith	4280.1800	51,362.16
14	00010554	4/21/22	2 EA	CON-OSP-SFI6454U 40-2201.68912	SNTC-24X7X4OS UCS Fabric Inter Tom Smith	1945.6400	3,891.28
15	00010554	4/21/22	32 EA	SFP-H25G-CU2M= 40-2201.68912	25GBASE-CU SFP28 Cable 2 Meter Tom Smith	60.6600	1,941.12

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

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

CVE Technologies Group, Inc 1414 S GUSTIN RD Salt Lake City UT 84104						PURCHASE ORDER NUMBER		OG		16833	
						PO Number Must Appear On All Invoices And Shipments					
				Utah Transit Authority				VENDOR NUMBER		PO DATE	
								1229623		4/21/2022	
SEND INVOICE TO:		SHIP TO:		An Equal Opportunity Employer		ORDER TAKEN BY		FOB			
AP@RIDEUTA.COM		ATTENTION: RECEIVING				DEREK A		*			
669 W 200 S		3600 S 700 W		801-287-3008		BUYER		PAGE NUMBER			
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		Wilson, Rick V		2 of 2			
16	00010554	4/21/22	1 EA	CVE-PS 40-2201.68912	CVE Professional Services - Co Tom Smith		1500.0000	1,500.00			

Per Utah State Contract AR2337

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

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

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Master Agreement #: AR3227

Participating Addendum # AR3227

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF UTAH**

The following products or services are included in this contract portfolio:

All products and services listed on the Contractor page of the NASPO ValuePoint website and Contractor's contract website.

Master Agreement Terms and Conditions:

1. **Scope**: This Addendum covers the ***Data Communication Products and Services*** procurement led by the State of Utah for use by state agencies and other entities located in the Participating State or State Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Pricing**: Prices and rates from the NASPO ValuePoint Master Agreement AR3227 ("Master Agreement") shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. **Contract Effective Dates**: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement AR3227. A contract amendment is not necessary to extend or renew this PA in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. **Order of Precedence**: The order of precedence as provided in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 1 applies to this PA.
5. **Participation**: All state agencies, political subdivisions (cities, counties, municipalities, local governments), special districts or precincts, public educational entities (i.e. K-12 schools and Higher Education institutions) and other entities authorized to use statewide contracts in the State of Utah, including any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code, are eligible purchasers and are authorized to purchase Contractor's products and services under the terms of this Participating Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. **Primary Contacts**: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Contractor

Name:	Gigi Feril
Address:	170 W. Tasman Drive, San Jose, CA 95134
Telephone:	408-424-0712
Fax:	408-608-1729
Email:	nvp-help@cisco.com

Participating Entity

Name:	Solomon Kingston
Address:	PO Box 141061, Salt Lake City, UT 84114-1061
Telephone:	801-957-7142
Email:	skingston@utah.gov

7. Participating Entity Modifications or Additions to The Master Agreement

The following terms and conditions will apply to this participating addendum.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah or an Eligible User; or (B) have access to or receive any State Data or Confidential Information during the course of performing this Contract.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this Contract.
- c. "Confidential Information" means information that is deemed as confidential under applicable record laws. The State of Utah and the Eligible Users reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state laws by Contractor.
- d. "Contract" means this State of Utah PA, including the referenced NASPO ValuePoint Master Agreement AR3227, and all referenced attachments and documents incorporated by reference. This Contract may include any purchase orders that result from the parties entering into this Contract.
- e. "Contractor" is as defined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 2.
- f. "Custom Deliverable" means the Work Product that Contractor that specifically develops for a specified Eligible User, as specifically identified as such in a signed statement of work or other signed writing, and that Contractor is required to deliver to Eligible Users under this Contract.
- g. "Data Breach" is as defined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 2.
- h. "Division" means the State of Utah Division of Purchasing.
- i. "DTS" means the Department of Technology Services.
- j. "Eligible User(s)" means those entities identified above in section 5 Participation.

**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

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- k. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.
 - l. "Good" means any hardware or software, including cloud-based software-as-a-service, not classified as a Custom Deliverable or Service that Contractor is required to deliver to the Eligible Users under this Contract.
 - m. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
 - n. "Personal Data" is as defined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 2.
 - o. "Proposal" means Contractor's response documents, including attachments, to the NASPO ValuePoint Data Communications Products and Services solicitation.
 - p. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
 - q. "Security Incident" is as defined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 2.
 - r. "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.
 - s. "Solicitation" is as defined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 2.
 - t. "State Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created by or in any way originating with the State of Utah or an Eligible User whether such data or output is stored on the State of Utah's or an Eligible User's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah, an Eligible User, or by Contractor. State Data includes any federal data, that the State of Utah or an Eligible User controls or maintains, that is protected under federal laws, statutes, and regulations. State Data does not include Administrative Data, Telemetry Data and Statistical Data (as those terms are defined in NASPO ValuePoint Master Agreement AR3227 Attachment A section 2). Data which may include State Data that personnel from State of Utah or an Eligible User provides to Contractor as part of a troubleshooting or technical support request initiated by such personnel, to permit or assist Contractor in providing the requested troubleshooting or technical support for Contractor's products and services, may be stored for purposes relating to such troubleshooting and technical support, as well as the record of the actions taken by Contractor as part of the troubleshooting or technical support
 - u. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - v. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) for a specific Eligible User pursuant to this Contract; and which Work Product is specifically described and identified as such in a signed statement of work or other signed writing between Contractor and the Eligible User. Such Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the

**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

ordering Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
5. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Such access will be upon reasonable notice and during normal business hours, and subject to reasonable confidentiality protections. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and but Contractor is permitted to offset identified overcharges by identified undercharges to Eligible Users.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - (1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - (2) Contractor shall ensure that subcontractors providing personnel to work under this contract also verify the work eligibility status of their new employees that are employed in the State of Utah in accordance with subsection (1) above.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.
8. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended.
9. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions for Contractor's employees.
10. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES, STATE DATA, OR TECHNOLOGY:** An employee of Contractor or a Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure State Facilities. The individual employee of Contractor shall provide the Eligible User's chosen background check vendor with sufficient personal information

**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

so that a Federal Criminal Background Check may be completed by the Eligible User's chosen background check vendor, in accordance with applicable law, at the Eligible User's expense, and after the individual Contractor employee consents. Contractor shall be responsible for obtaining the individual employee consent. Additionally, each employee of Contractor or a Subcontractor, who will have Access to Secure State Facilities will be scheduled by the Eligible User's chosen background check vendor to be fingerprinted, at a minimum of one week prior to having such access. The Eligible User, only through its chosen background check vendor, is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The Eligible User, only through its chosen background check vendor, may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities in the event of any negative results. Contractor, in executing any duty or exercising any right under this Contract, shall not cause or permit any of its employees or employees of a Subcontractor (if any) to be assigned to perform services at the Secure State Facilities if they have had Access to Secure State Facilities revoked or denied as contemplated above. In lieu of a Federal Criminal Background Check for access to Secure State Facilities, the State of Utah or Eligible Users may escort Contractor employees, at the State or Eligible User's discretion.

11. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
12. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the Eligible User. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision receives a copy of such code of conduct.
13. **INDEMNITY CLAUSE:** Indemnity shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 40.
14. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other applicable laws, regulations, or binding orders that prohibit the discrimination of any kind of any of Contractor's employees.
15. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
16. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Subject to section 3 Contract Effective Dates, automatic renewals will not apply to this Contract.
17. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
18. **TERMINATION:** Termination is as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 35.
19. **SUSPENSION OF WORK:** Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Division. Suspension of work as set forth herein shall only be for the same events giving rise to a termination for cause. The Eligible User will pay Contractor for all Goods and Services and Custom Deliverables

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delivered before through the date of work suspension.

- 20. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding available to meet the Eligible User's payment commitments, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Goods or Services or Customer Deliverables properly ordered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- 21. SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

- 22. TITLE AND OWNERSHIP WARRANTY:** Contractor conveys full ownership, clear title free of all liens and encumbrances to any hardware delivered to the Eligible Users under this Contract.

- 23. HARDWARE WARRANTY:** Hardware warranty shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 18.

- 24. SOFTWARE WARRANTY:** Software warranty shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 18.

- 25. WARRANTY REMEDIES:** Warranty remedies shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 18.

- 27. BUG FIXING AND REMOTE DIAGNOSTICS:** If an Eligible User has a support and maintenance services entitlement that covers reported software problems, Contractor will perform the services in accordance with the applicable warranty set forth in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 18. With an Eligible User's prior authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor's obligation of this Contract. In the event that an Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of this Contract and the End Users entitlements to support and maintenance.

- 28. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Goods or Custom Deliverables that Contractor provides under this Contract, Contractor will perform the services in accordance with the applicable warranty set forth in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 18 when technical support or maintenance requests regarding the Goods or Custom Deliverables are made to Contractor.

- 29. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given State Data as part of this Contract, Contractor shall ensure that there is no inappropriate or unauthorized use of State Data by Contractor. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity and availability of the State Data and comply with the following conditions outlined below. Eligible Users reserve the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the contract:

1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular penetration testing. Contractor also agrees to maintain network security that conforms or aligns to one of the following:

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(1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);

(2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>;

(3) Any comparable standard that Contractor then applies to its own network; or

(4) ISO/IEC/27001 Information Security Management Systems (ISMS) requirements.

2. **State Data Security:** Contractor agrees to protect and maintain the security of State Data with protection that conforms or aligns to one of the following: (1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request); (2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; (3) Any comparable standard that Contractor then applies to its own network; or (4) ISO/IEC/27001 Information Security Management Systems (ISMS) requirements. The security measures implemented by Contractor shall include but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Eligible User reserves the right to determine if Contractor's level of protection adequately meets the Eligible User's security requirements prior to making purchases under this Agreement.

3. **Public Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the Eligible Users and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

4. **State Data Storage:** Contractor may provide technical user support on a 24/7 basis using a "Follow the Sun" model, unless otherwise prohibited by this contract, including remote technical user support from locations outside the United States. If the Contractor's product, service, or offering can be configured to utilize United States data centers only as the designated data storage facilities for such product, service, or offering, Contractor shall only store State Data in such data centers. Contractor will provide purchasers with information to enable the purchaser to select the Contractor products, services, or offerings that are able to store and maintain data only in data centers in the United States. Contractor agrees that no State Data will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are FIPS 140-2 compliant that encrypt such data and/or are registered in Contractors mobile device management (MDM) program.

5. **State Data Encryption:** Contractor agrees to store all State Data provided to Contractor in encrypted form, using no less than 128 bit key, or in highly secure data center facilities, including all State Data backups as part of a designated backup and recovery process.

6. **Password Protection:** Contractor agrees that any portable or laptop computer that has access to the Eligible Users or State of Utah networks, or stores any State Data is equipped with strong and secure password protection.

7. **State Data Re-Use:** Contractor agrees that any State Data exchanged shall be used expressly and solely as set forth in this Contract and the applicable service or offer description applicable to the Cisco product, service, or offering. Contractor further agrees that no State Data of any kind shall be transmitted, exchanged, or otherwise passed to other contractors or interested parties except as necessary for the for the delivery of the services or offering.

8. **State Data Destruction:** The Contractor agrees that upon written request at expiration or termination of this Contract it shall erase, destroy, or render unreadable all State Data from all non-state computer systems and backups, and upon written request certify in writing that these actions have been completed within thirty (30) days of the request of the Eligible User,. It is understood by the parties that the Eligible User's written directive may request that certain data be preserved in accordance with applicable law.

9. **Performance of Services Within United States:** Contractor shall make available for review by Eligible Users information to enable Eligible Users to select Services that process State Data that will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.

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30. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately (not to exceed 48 hours) inform an Eligible User of any Security Incident or Data Breach.

1. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

2. **Security Incident Reporting Requirements:** Contractor shall report a Security Incident to the Eligible User immediately, not to exceed 48 hours, of confirmation if Contractor reasonably believes there has been a Security Incident.

3. **Breach Reporting Requirements:** If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the Eligible User within 48 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.

31. DATA BREACH RESPONSIBILITIES: This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or Security Incidents as defined in Section 1. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication that references a specific Eligible User shall be coordinated with the Eligible User. To the extent Contractor is at fault for the Data Breach, shall be responsible for the actual and reasonable costs of notifying the affected individuals as required under the applicable law (including Utah Code§ 13-44-101 thru 301 et al).

32. STATE INFORMATION TECHNOLOGY POLICIES: Intentionally Omitted.

33. PUBLIC INFORMATION: Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists in accordance with GRAMA. Except for portions identified in writing in Contractors claim of business confidentiality forms, Contractor also agrees that Contractor's Proposal and other responses to the solicitation are public documents and may be released in accordance with GRAMA. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal (excepting portions identified in the claim of business confidentiality form).

34. DELIVERY: Delivery shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 14.

35. ELECTRONIC DELIVERY: Contractor may electronically deliver any Good or Custom Deliverable to Eligible Users or provide any Good and Custom Deliverable for download from the Internet. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed to the Eligible Users under this Contract. Contractor will take reasonable efforts to ensure that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes State Data that Contractor processes or stores must be delivered within the specifications of this Contract.

36. ACCEPTANCE PERIOD: The acceptance period shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 16.

37. ORDERING AND INVOICING: Ordering and invoicing shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 13.

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- 38. PROMPT PAYMENT DISCOUNT:** Contractor may, at its discretion, quote a prompt payment discount based upon early payment. Contractor shall list such payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.
- 39. PAYMENT:**
1. Payments will be made within thirty (30) days from the date a correct invoice is received. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 2. Unless otherwise stated in this Contract, all payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not allow Contractor to charge electronic payment fees of any kind.
 3. Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.
- 40. INDEMNIFICATION – INTELLECTUAL PROPERTY:** Contractor will defend and indemnify Eligible Users from claims of intellectual property infringement as set forth in NASPO ValuePoint Master Agreement AR3227 Attachment A section 40(b).
- 41. OWNERSHIP IN INTELLECTUAL PROPERTY:** The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.
- 42. OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible Users, pursuant to this Contract and as such Customer Deliverables are specifically described and identified in a signed statement of work or other signed writing, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for Eligible Users and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible Users, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible Users any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Goods, Services, and other services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services or developing Goods (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services, developing Goods, or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible Users (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

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4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible Users.

Contractor agrees to grant to the Eligible Users a royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible Users and the State of Utah to use the Custom Deliverables for the time period agreed to for the Customer Deliverables. The Eligible Users reserves a royalty-free, nonexclusive, license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's internal purposes, such Custom Deliverables. The Eligible User and the Division may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

- 43. OWNERSHIP, PROTECTION AND USE OF RECORDS:** Except for confidential medical records held by direct care providers, the Eligible Users shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract or to improve its products or services or develop new products or services, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the Eligible User. Contractor agrees to maintain the confidentiality of records it holds for the Eligible Users as required by applicable federal, state, or local laws. Eligible Users shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Except as provided herein, Contractor, and any Subcontractors under its control, expressly agrees not to use an Eligible User's confidential data without prior written permission from Eligible User.
- 44. PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor agrees to hold such information in confidence in accordance with the provisions set forth in NASPO ValuePoint Master Agreement AR3227 Attachment A section 30. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
- 45. PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All State Data pertaining to work required by this Contract will be the property of the Eligible Users, and upon written request, must be delivered to the Eligible Users within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible Users are included in this Contract.
- 46. CONFIDENTIALITY:** Confidentiality shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 30. Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). This duty of confidentiality shall be ongoing and survive the term of this Contract.
- 47. ASSIGNMENT/SUBCONTRACT:** Assignment and subcontracting shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 32.
- 48. DEFAULT AND REMEDIES:** Incidences of defaults and remedies shall be as provided in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 37.
- 49. TERMINATION UPON DEFAULT:** Incidences of defaults and remedies shall be as provided in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 37.
- 50. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Division and the Eligible Users may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

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- 51. PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
- 52. CONTRACTOR'S INSURANCE RESPONSIBILITY.** Contractor's insurance responsibility shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 28
- 53. RESERVED**
- 54. CONFLICT OF TERMS:** Contractor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, purchase orders, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 1.
- 55. ENTIRE AGREEMENT:** This Contract shall constitute the entire agreement between the parties, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 56. SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after expiration of, the completion of, or termination of this Contract, for whatever reason: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration of, completion, or termination of this contract.
- 57. WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.
- 58. CONTRACT INFORMATION:** During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
- 59. COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 For Custom Deliverables developed specifically for the State of Utah, Contractor must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.
- 60. RIGHT TO AUDIT:** Audit rights shall be as set forth in the NASPO ValuePoint Master Agreement AR3227 Attachment A section 29.
- 61. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 62. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

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63. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
64. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
65. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor or its authorized Fulfillment Partners. All orders will be shipped promptly in accordance with the terms of this Contract.
66. **REPORTS AND FEES:**
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be one quarter of one percent (or 0.25%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated reporting period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

67.[RESERVED]

68. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

69. [RESERVED]

70. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the warranty set forth in in NASPO ValuePoint Master Agreement AR3227 Attachment A section 18(d).
71. **STATE REVIEWS, LIMITATIONS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor.
72. **TRAVEL COSTS:** The following will apply unless otherwise agreed to in the contract: All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

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8. **Lease Agreements and Alternative Financing Methods**: Contractor's Master Agreement which allows for leasing under Section 45 is approved for use by the Participating State. The terms and conditions of the capital lease or financing arrangement will be separately negotiated and set forth in an agreement between the Eligible User and either Cisco Capital or its designated and/or approved financing partner.

9. **Subcontractors**: Contractor and Fulfillment Partners authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities under this Addendum to the NASPO ValuePoint Master Agreement. The Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.

10. **Orders**: The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum. Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

11. **Notices**: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or

**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

(d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah Division of Purchasing & General Services	Contractor: Cisco Systems, Inc.
Signature: 	Signature: 
Name: Christopher Hughes	Name: Jenn Pate
Title: Chief Procurement Officer	Title: Authorized Signatory
Date: 10/23/2020	Date: October 19, 2020

APPROVED BY LEGAL

For questions on executing a participating addendum, please contact:

NASPO ValuePoint: info@naspovaluepoint.org



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Change Order: Transit Planning and Scheduling Software Licensing Amendment 6 -Extension (Trapeze Software Group, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and ratify contract amendment no. 6 with Trapeze Software Group, Inc. and authorize Executive Director to execute the contract extension and associated disbursements with Trapeze in the amount of \$1,947,372.

BACKGROUND:

Trapeze is one of the leading providers of passenger transportation management software. They have been in business for several decades and UTA has benefited from their services since the ninety's. We currently use Trapeze for all our transit planning and scheduling needs. These modules provide the data and information backbone for all Rail, Fixed/Flex Bus and Paratransit services. UTA currently purchases 17 different modules from Trapeze that are critical to the day-to-day operations of deploying our service. The Trapeze system has 40+ downstream reliant applications that use the Trapeze data daily to feed our tools and applications used by planners, schedulers, dispatchers, and our riders. UTA last entered a contract with Trapeze in 2007 and we have gone through a multitude of amendments. As UTA has grown and expanded our service offerings we have had added on additional Trapeze modules to support our service model.

DISCUSSION:

UTA pays a yearly funding for the Trapeze modules and ongoing support. UTA sought out a Sole Source agreement with Trapeze that was approved by the Chief Procurement Officer until the end of 2026. This sole source is in the amount of \$1,947,372. We do not believe the board of trustees has had an opportunity to view or approve the original Trapeze contract or it's subsequent amendments which is why we are bringing the change order to you today. Trapeze is a critical software application to our daily operations. We are asking the Board to approve this change order and allow us to continue our partnership with Trapeze. We plan to do a full procurement process in advance of the expiration of this change order in 2026.

CONTRACT SUMMARY:

Contractor Name:	Trapeze Software Group, Inc.
Contract Number:	UT-08-008JL-6
Base Contract Effective Dates:	12/31/2007 - 12/31/2021 including previous amendments
Extended Contract Dates:	1/1/2022-1/1/2026
Existing Contract Value:	\$6,757,067.73
Amendment Amount:	2022 \$359,737 2023 \$373,831 2024 \$388,841 2025 \$404,392 2026 \$420,571 Total \$1,947,372
New/Total Amount Contract Value:	\$8,704,439.73
Procurement Method:	Sole Source
Funding Sources:	IT Operating Budget - Account 5200.50353.92

ALTERNATIVES:

If the contract extension is not approved, UTA would need to go through a competitive bidding process to procure transit planning software. Integrating a new vendor into the system could take several years, cause major service and project delays, and add extra cost of about \$2 million to \$4 million.

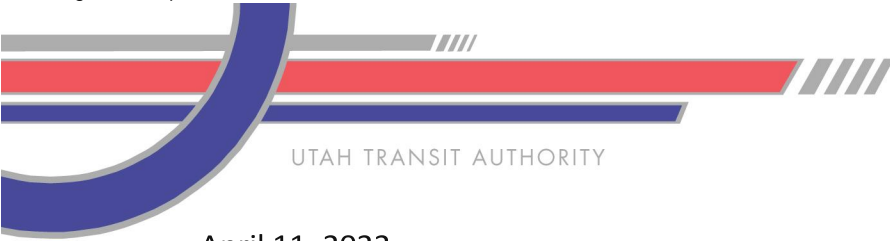
FISCAL IMPACT:

The cost of this software service is included in the approved IT Department budget. (Account 5200.50353.92)

ATTACHMENTS:

Change Order: Trapeze Contract Amendment No. 6

UT-08-008JL Trapeze Software Licenses and Maintenance Agreement (2007)



UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

April 11, 2022

Trapeze Software Group, Inc.

Contract #UT-08-008JL

CONTRACT AMENDMENT NO. 6

1. This Amendment Number 6 to Contract UT08-008JL, the Agreement between Trapeze Software Group, Inc. and Utah Transit Authority (UTA) shall extend the contract for a period of five (5) years, through December 31, 2026. The total amount for this amendment is \$1,947,372.00 as detailed in Exhibit A to Amendment No. 6.
2. All other Terms and Conditions remain unchanged.

UTAH TRANSIT AUTHORITY:

By _____

Alisha Garrett

Chief Enterprise Strategy Officer

Date

By _____

Jay Fox

Executive Director

Date

DocuSigned by:
By Mike Bell
361F16F838704A9...

Mike Bell

UTA Legal Counsel

Date 4/14/2022

TRAPEZE SOFTWARE GROUP, INC

DocuSigned by:
By Brian Beattie
919A4F36FC23497...

Brian Beattie

Volaris CFO

Date 4/12/2022

Amendment No. 6

UTAH Transit Authority - Maintenance Schedule

Product	Period	Operational Characteristics	Value	Notes
FX FX FX FX FX	January 1, 2022 - December 31, 2023 January 1, 2023 - December 31, 2024 January 1, 2024 - December 31, 2025 January 1, 2025 - December 31, 2026 January 1, 2026 - December 31, 2026	up to 750 peak fixed route vehicles & 5 w/s (actual = 429) up to 750 peak fixed route vehicles & 5 w/s (actual = 429) up to 750 peak fixed route vehicles & 5 w/s (actual = 429) up to 750 peak fixed route vehicles & 5 w/s (actual = 429) up to 750 peak fixed route vehicles & 5 w/s (actual = 429)	\$ 83,324 \$ 86,657 \$ 90,123 \$ 93,728 \$ 97,477	
Blockbuster Blockbuster Blockbuster Blockbuster Blockbuster	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429)	\$ 28,113 \$ 29,237 \$ 30,407 \$ 31,623 \$ 32,888	
INFO Agent INFO Agent INFO Agent INFO Agent INFO Agent	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 750 peak fixed route vehicles (actual = 429) up to 750 peak fixed route vehicles (actual = 429) up to 750 peak fixed route vehicles (actual = 429) up to 750 peak fixed route vehicles (actual = 429) up to 750 peak fixed route vehicles (actual = 429)	\$ 32,175 \$ 33,462 \$ 34,800 \$ 36,192 \$ 37,640	
PASS & CT PASS & CT PASS & CT PASS & CT PASS & CT	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 3000 booked trips & 16 w/s (actual = 1848) up to 3000 booked trips & 16 w/s (actual = 1848) up to 3000 booked trips & 16 w/s (actual = 1848) up to 3000 booked trips & 16 w/s (actual = 1848) up to 3000 booked trips & 16 w/s (actual = 1848)	\$ 54,420 \$ 56,597 \$ 58,861 \$ 61,215 \$ 63,664	
PASS SUS PASS SUS PASS SUS PASS SUS PASS SUS	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 3000 booked trips per day (actual = 1848) up to 3000 booked trips per day (actual = 1848) up to 3000 booked trips per day (actual = 1848) up to 3000 booked trips per day (actual = 1848) up to 3000 booked trips per day (actual = 1848)	\$ 3,170 \$ 3,296 \$ 3,428 \$ 3,565 \$ 3,708	
FLEX FLEX FLEX FLEX FLEX	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 10 flex runs up to 10 flex runs up to 10 flex runs up to 10 flex runs up to 10 flex runs	\$ 7,503 \$ 7,803 \$ 8,116 \$ 8,440 \$ 8,778	
Mapmaker Mapmaker Mapmaker Mapmaker Mapmaker	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 750 peak fixed route vehicles & 3000 booked para trips up to 750 peak fixed route vehicles & 3000 booked para trips up to 750 peak fixed route vehicles & 3000 booked para trips up to 750 peak fixed route vehicles & 3000 booked para trips up to 750 peak fixed route vehicles & 3000 booked para trips	\$ 4,656 \$ 4,842 \$ 5,036 \$ 5,237 \$ 5,447	

UTAH Transit Authority - Maintenance Schedule

Product	Period	Operational Characteristics	Value	Notes
RidePro LAN RidePro LAN RidePro LAN RidePro LAN RidePro LAN	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 registered clients & 5 w/s up to 5000 registered clients & 5 w/s up to 5000 registered clients & 5 w/s up to 5000 registered clients & 5 w/s up to 5000 registered clients & 5 w/s	\$ 6,161 \$ 6,407 \$ 6,664 \$ 6,930 \$ 7,207	
RidePro WEB RidePro WEB RidePro WEB RidePro WEB RidePro WEB	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients	\$ 5,390 \$ 5,606 \$ 5,830 \$ 6,063 \$ 6,306	
RidePro VAN RidePro VAN RidePro VAN RidePro VAN RidePro VAN	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients	\$ 2,876 \$ 2,991 \$ 3,110 \$ 3,235 \$ 3,364	
RidePro Survey RidePro Survey RidePro Survey RidePro Survey RidePro Survey	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients	\$ 4,355 \$ 4,529 \$ 4,711 \$ 4,899 \$ 5,095	
RidePro Vehicle Montioring RidePro Vehicle Montioring RidePro Vehicle Montioring RidePro Vehicle Montioring RidePro Vehicle Montioring	February 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	Up to 5000 registered clients Up to 5000 registered clients Up to 5000 registered clients Up to 5000 registered clients Up to 5000 registered clients	\$ 1,766 \$ 2,003 \$ 2,083 \$ 2,167 \$ 2,253	Prorated 11 months to align with anniversary date
RidePro Trip RidePro Trip RidePro Trip RidePro Trip RidePro Trip	March 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients up to 5000 registered clients	\$ 4,185 \$ 5,223 \$ 5,432 \$ 5,649 \$ 5,875	prorated 10 months to align with anniversary date
BSM BSM BSM BSM BSM	February 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429) up to 460 peak fixed route vehicles (actual = 429)	\$ 19,340 \$ 21,942 \$ 22,820 \$ 23,732 \$ 24,682	Prorated 11 months to align with anniversary date

UTAH Transit Authority - Maintenance Schedule

Product	Period	Operational Characteristics	Value	Notes
PASS IVR (cc/cb) PASS IVR (cc/cb) PASS IVR (cc/cb) PASS IVR (cc/cb) PASS IVR (cc/cb)	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines	\$ 45,575 \$ 47,398 \$ 49,294 \$ 51,266 \$ 53,317	
DriverMate DriverMate DriverMate DriverMate DriverMate	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 115 paratransit vehicles up to 115 paratransit vehicles up to 115 paratransit vehicles up to 115 paratransit vehicles up to 115 paratransit vehicles	\$ 44,708 \$ 46,497 \$ 48,357 \$ 50,291 \$ 52,303	
PASS EMAIL/SMS PASS EMAIL/SMS PASS EMAIL/SMS PASS EMAIL/SMS PASS EMAIL/SMS	January 1, 2022 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines up to 1150 booked trips & 40 IVR lines	\$ 3,639 \$ 3,784 \$ 3,935 \$ 4,093 \$ 4,257	
RidePro RidePro RidePro RidePro RidePro	May 24, 2021 - December 31, 2022 January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 January 1, 2026 - December 31, 2026	up to 5000 Registered Clients up to 5000 Registered Clients up to 5000 Registered Clients up to 5000 Registered Clients up to 5000 Registered Clients	\$ 8,381 \$ 5,557 \$ 5,834 \$ 6,067 \$ 6,310	Prorated 19 months to align with anniversary date. Year 1 contracted Year 2 contracted Year 3 contracted

* Maintenance fees exclude any applicable taxes

Contract UT-08-008JL Amendment No. 6			2022	2023	2024	2025	2026	Total
Contract	Project	Description	Amount	Amount	Amount	Amount	Amount	Amount
		Trapeze RidePro	\$8,381.00	\$5,557.00	\$5,834.00	\$6,067.00	\$6,310.00	\$32,149.00
2645	5628-284	Trapeze RIDEPRO TRIP	\$4,185.00	\$ 5,223.00	\$ 5,432.00	\$ 5,649.00	\$ 5,875.00	\$26,364.00
3761	5628-290	Trapeze RIDEPRO- VEHICLE	\$1,766.00	\$ 2,003.00	\$ 2,083.00	\$ 2,167.00	\$ 2,253.00	\$10,272.00
1911	5628-256	Trapeze BSM	\$19,340.00	\$ 21,942.00	\$ 22,820.00	\$ 23,732.00	\$ 24,682.00	\$112,516.00
1220	4002-1	Trapeze FX	\$83,324.00	\$ 86,657.00	\$ 90,123.00	\$ 93,728.00	\$ 97,477.00	\$451,309.00
1221	4002-6	Trapeze FLEX	\$7,503.00	\$ 7,803.00	\$ 8,116.00	\$ 8,440.00	\$ 8,778.00	\$40,640.00
1222	4002-3	Trapeze INFO-AGENT	\$32,175.00	\$ 33,462.00	\$ 34,800.00	\$ 36,192.00	\$ 37,640.00	\$174,269.00
3650	5268-560	Trapeze DRIVERMATE	\$44,708.00	\$ 46,497.00	\$ 48,357.00	\$ 50,291.00	\$ 52,303.00	\$242,156.00
3778	5268-205/244	Trapeze Pass IVR CC & CB	\$45,575.00	\$ 47,398.00	\$ 49,294.00	\$ 51,266.00	\$ 53,317.00	\$246,850.00
3779	5268-205/244	Trapeze PASS-EMAIL/SMS	\$3,639.00	\$ 3,784.00	\$ 3,935.00	\$ 4,093.00	\$ 4,257.00	\$19,708.00
1211	5268-304	Trapeze PASS-SUS	\$3,170.00	\$ 3,296.00	\$ 3,428.00	\$ 3,565.00	\$ 3,708.00	\$17,167.00
1212	5268-192	Trapeze MAPMAKER	\$4,656.00	\$ 4,842.00	\$ 5,036.00	\$ 5,237.00	\$ 5,447.00	\$25,218.00
1213	5268-101	Trapeze BLOCKBUSTER	\$28,113.00	\$ 29,237.00	\$ 30,407.00	\$ 31,623.00	\$ 32,888.00	\$152,268.00
1213	5268-302	Trapeze PASS & CT	\$54,420.00	\$ 56,597.00	\$ 58,861.00	\$ 61,215.00	\$ 63,664.00	\$294,757.00
1216	5268-276	Trapeze RIDEPRO-LAN	\$6,161.00	\$ 6,407.00	\$ 6,664.00	\$ 6,930.00	\$ 7,207.00	\$33,369.00
1217	5268-281	Trapeze RIDEPRO-WEB	\$5,390.00	\$ 5,606.00	\$ 5,830.00	\$ 6,063.00	\$ 6,306.00	\$29,195.00
1218	5268-280	Trapeze RIDEPRO VAN	\$2,876.00	\$ 2,991.00	\$ 3,110.00	\$ 3,235.00	\$ 3,364.00	\$15,576.00
1219	5268-289	Trapeze RIDEPRO WEB SURVEY	\$4,355.00	\$ 4,529.00	\$ 4,711.00	\$ 4,899.00	\$ 5,095.00	\$23,589.00
		Total	\$359,737.00	\$373,831.00	\$388,841.00	\$404,392.00	\$420,571.00	\$1,947,372.00

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC., an Arizona Corporation ("Trapeze"), with its principal place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A.

And

UTAH TRANSIT AUTHORITY ("Licensee") with its place of business at 3600 South 700 West, Salt Lake City, Utah U.S.A.

Notice Information:

If intended for Trapeze, to:

5800 Explorer Drive, 5th Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Mary Pavela

Telephone: 1-905-629-8727

If intended for Licensee, to:

3600 South 700 West

Salt Lake City, UT 84119

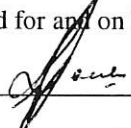
Contact: Abraham Koloff

Telephone: (801) 287-2002

Number of Pages in this Agreement including attached Exhibits: 10

This terms and conditions of this Agreement shall govern all dealings between Trapeze and the Licensee for the purchase of goods and services from Trapeze listed on the Exhibit A. This Agreement, including its Exhibits (Exhibit A, Exhibit B and Exhibit C) shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, Trapeze will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signed for and on behalf of Trapeze:

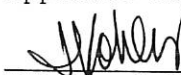
By: 

Print Name: Rick K. Bacchus

Title: President

Date: Feb. 11, 2008

Approved As/To Form:


UTA Legal Counsel

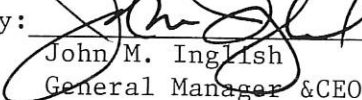
Signed for and on behalf of Licensee:

By: 

Print Name: Clair Fiet

Title: Chief Technology Officer

Date: 2/15/2008

By: 
John M. English
General Manager & CEO

Date: 2/22/08

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:
 - "Agreement" this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
 - "Confidential Information" all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public. "Confidential Information" however, does not include any information developed or input by Licensee in the Software.
 - "Documentation" the user documentation and training materials pertaining to the Software as supplied by Trapeze;
 - "Effective Date" the effective date of the Agreement is December 31, 2007.
 - "Software" the certain software as identified in Exhibit A of this Agreement;
 - "Trade Secrets" the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze; "Trade Secrets" however, does not include any information developed or input by Licensee in the Software.
 - "Upgrades" generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.
2. Software License In consideration of payments to be made by Licensee to Trapeze as set out below and as further stipulated under Exhibit C attached hereto, Trapeze and Licensee agree as follows :
 - (a) Trapeze hereby grants to Licensee a personal, non-transferable, perpetual, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit A ("License Date"), restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A.
 - (b) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
 - (c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.
 - (d) The license to use the Trapeze RidePro Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze RidePro Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze RidePro Database.
 - (e) Other than the rights of use expressly conferred upon Licensee by this paragraph 2 and under the terms of Exhibit C, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze.

3. Software Services In accordance with the terms of Exhibit B, Trapeze will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

5. Software Warranty Trapeze warrants the Software to operate in all material respects as specified in the Documentation for a period of one (1) year from the date upon which the Software is first put into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

Trapeze warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. Trapeze further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement and that neither the performance of the services by Trapeze nor the use by the Licensee of the Software, or any portion thereof, will in any manner constitute an infringement or other violation of any ownership, claim, copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party. No warranty is provided by Trapeze with respect to any third party licensed products. Separate warranties may be available from the developer, distributor, or publisher of the licensed products.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Trapeze does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

6. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee:

- (a) Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;
- (b) in the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm prevailing Eastern Time, along with a toll-free emergency service available 24 hours per day. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and online support as available; and
- (c) Trapeze will post notices of available Upgrades of the Software on its website and copies of the release notes for download. Trapeze will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze, for the Software license fees, service fees, and related expenses as set out in Exhibit B, attached hereto. Trapeze will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. The gross amount of the license fee is set out in Exhibit A. Trapeze will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total

amounts due for all service fees and modifications fees are firm fixed amounts and will be invoiced on that basis. Expenses will be calculated on a fixed rate per diem, per trip basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Commencing upon completion of the warranty period for each Software application, Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit A (the "Maintenance Fee"), attached hereto. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

8. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to Trapeze for which money damages would be inadequate and would entitle Trapeze to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefor, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) Trapeze's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or aintenance of the Software will be absolutely limited to the amount of the license fees paid by Licensee.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(c) Either party may terminate for convenience with ninety (90) days written notice.

(d) In the event Licensee terminates this Agreement for any reason, Licensee shall pay Trapeze for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(e) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement.

15. Assignment This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, USA.

17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

19. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A

Item	Software	Configuration	Gross License Fees	Year 2 Maintenance Fees	License Date
1.	<i>Trapeze RidePro LAN</i>	Staff Interface	\$25,000	\$5,000	Effective date of this Agreement
2.	<i>Trapeze RidePro WEB</i>	Public Interface	\$22,500	\$4,500	Effective date of this Agreement
3.	<i>Trapeze RidePro Pool Management</i>	Vanpool Group Leaders	\$12,000	\$2,400	Effective date of this Agreement
4.	<i>Trapeze RidePro Database</i>		Included	Included	Effective date of this Agreement
Totals			\$59,500	\$11,900	

Notes:

1. License is provided to Licensee to assist commuters living or working in the State Of Utah.
2. Licenses are provided for up to five staff connections and up to 5,000 active commuter registrations. An active commuter registration is one where the record status is set such that the record is not prohibited from appearing on rideshare match lists.
3. License is provided for software utilization for Utah Transit Authority (Salt Lake City, Utah).
4. Third Party Runtime licenses, if required to operate the Software, are not included, except as enumerated in Exhibit B.
5. Third Party data, hardware and system/operating software are not included within the license granted under this Agreement and are not included in the License fees.
6. Upon request, Trapeze will assist in reviewing hardware specifications; however the Licensee is responsible for purchasing hardware and any other pre-requisite products. Any hardware that must be tested by Trapeze may require additional service days not included in this Agreement.
7. Second year maintenance fees only. For subsequent years, the annual maintenance fee will be Trapeze's then current price.
8. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.
9. Detailed GIS map data (streets, waterways, municipal boundaries, landmarks, county boundaries, zip codes) would cover the state of Utah.
10. Detailed street and highway data will be assembled from data provided by UTA and supplemented with US Censuses Bureau Tiger Data where data from UTA is not available.
11. Zip Code data will be assembled from data provided by UTA and supplemented with data from TeleAtlas (where not available from UTA) for zip codes for the entire state of Utah.

EXHIBIT B
Summary of Pricing and Payment Schedule

RidePro Software License, Implementation and Hosting
For
Utah Transit Authority (Salt Lake City)

1.0 Application Software

Item	Description	Trapeze RidePro
1	Trapeze RidePro License (Staff Interface)	\$ 25,000
	Trapeze RidePro Web License (Public Interface)	\$ 22,500
	Trapeze RidePro Pool Management License (Vanpool Drivers)	\$ 12,000
2	Implementation Services	
	1 Management, Map Data Prep, Web Configuration, Staff Training	\$ 20,400
	2 Public web site configuration and testing	\$ 9,000
	3 Vanpool Drivers web site configuration, testing, staff training	\$ 6,000
3	Pre-Requisites	\$ 17,292
	1 (Supplies) GIS software licenses	
4	Expenses	\$ 3,850
	1 Airfare & Ground Transportation, Subsistence & Accommodations	
5	Purchase Incentives	
	1 RidePro - migration discount	\$ (25,000)
	2 RidePro Web - bundled discount	\$ (17,100)
	3 RidePro Pool Management - bundled discount	\$ (9,120)
Total (US\$)		\$ 64,822

EXHIBIT B
Summary of Pricing and Payment Schedule

1.2 Annual Maintenance Fees		
Year	Annual Maintenance Fees	
1	All maintenance included in license fees in first year. Current maintenance agreement for Trapeze CARS is required	<i>n/a</i>
*Year 2	RidePro	\$ 5,000
	RidePro Web	\$ 4,500
	RidePro Pool Management	\$ 2,400
	MapInfo MapXtreme (Web server GIS software maintenance)	\$ 2,500

Maintenance services include

Extended hours telephone support on generic & customized software
Generic product upgrades
Corrections to software

- * Year 2 fees only. For all subsequent annual renewals the maintenance fees shall be subject to Trapeze's then current pricing.

1.3 Payment Schedule	
Item	Description
1	40% of Implementation Fees upon contract signing
2	40% of License Fees – minus 40% of purchase incentives upon contract signing
3	Balance of implementation fees as incurred
4	Balance of license fees upon installation – minus balance of purchase incentives – upon installation
5	Expenses as incurred

EXHIBIT C

NON STANDARD TERMS

Required terms relating to Trapeze Software.

Both parties agree that the Licensee may create "read only" direct-to-the-database interfaces to the RidePro database strictly in accordance with the following terms:

1. Licensee shall own any "read only" direct-to-the-database interfaces or interfaces existing Licensee-developed "read only" direct-to-the-database interfaces it develops for the Software licensed under this Agreement. Moreover, Licensee shall own any information it supplies to Trapeze in developing any interfaces. Licensee shall provide written notice to Trapeze when it develops any such interfaces.
2. Licensee shall in writing fully disclose the nature and technical details for any and all Licensee-developed direct-to-the-database interfaces, or existing Licensee-developed "read only" direct-to-the-database interfaces, that are interfaced to the Software licensed under this Agreement.
3. The Licensee shall prohibit access and use of the Licensee-developed direct-to-the-database interfaces for the Software licensed under this Agreement by any third parties unless Licensee has prior written consent from a signing officer of Trapeze.
4. Licensee is not permitted or licensed to distribute, sell, gift, or license Licensee developed direct-to-the-database interfaces for the Software licensed under this Agreement.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

Change Order: FrontRunner Wi-Fi Service Modification No. 14 - One Year Extension (GBS Group)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute modification no. 14 to the GBS contract # 15-1268TH for an additional one-year extension through April 30, 2023. The cost for the additional one-year extension is \$256,639.67.

BACKGROUND:

UTA has been using the GBS network to provide riders with Wi-Fi for the past 7 years. The integration that GBS gives to UTA through a hybrid system is the only one of its kind in the U.S. The System uses a radio backhaul with a cellular link to fill in the areas that are lacking coverage. Over the last two years UTA has been making upgrades to the system to strengthen the radio connection and reduce dependency on the cellular backup. Currently the system uses 97.8% radio for passenger Wi-Fi.

DISCUSSION:

Extending the contract with GBS allows UTA the time to complete the trackside upgrades needed to alleviate dependency on the cellular backup. The anticipated RFP process planned for 2023 will be much easier and give UTA far more choices for support if the system is not built in the same hybrid configuration.

CONTRACT SUMMARY:

Contractor Name:	GBS Group
Contract Number:	15-1268TH
Base Contract Effective Dates:	5/1/2015-4/30/2022
Extended Contract Dates:	5/1/2022 - 4/30/2023
Existing Contract Value:	\$1,999,726.50
Amendment Amount:	\$256,639.67
New/Total Contract Value:	\$2,256,366.17
Procurement Method:	Sole Source
Budget Authority:	IT budget

ALTERNATIVES:

To hold a competitive procurement at this time would result in a substantial duplication of cost and significant inefficiencies.

FISCAL IMPACT:

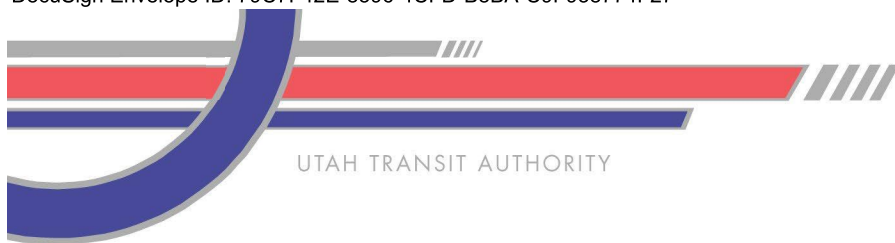
Costs for this service is included in the approved IT budget, account 5200.50353.92

ATTACHMENTS:

Modification 14 FrontRunner Wi-Fi Extension (GBS Group)

Original GBS Contract

Previous Extension (Modification 3)



669 West 200 South

Salt Lake City, UT 84101

April 15, 2022

GBS Group, Inc.

MODIFICATION NUMBER FOURTEEN

TO CONTRACT UT 15-1268TH

This Modification Number Fourteen to Contract Agreement is hereby entered into and made effective as of the date of the last signature below the ("Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and The GBS Group, (hereinafter "Contractor").

RECITALS

WHEREAS, on October 7, 2015 UTA entered into a contract for providing a Front Runner Wi-Fi System and all associated hardware, software, tools, training, documentation, and operation and maintenance; and

WHEREAS, Contract UT 15-1268TH is current set to expire April 30, 2022

WHEREAS, the Contractor has presented proposal #R22-00005 for the purpose of extending the contract for one additional year to expire April 30, 2023

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. Term: Extend the term of the Contract for 1 additional year. Total cost \$256,639.67 per GBS Proposal #R22-00005
2. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

UTAH TRANSIT AUTHORITY:

By _____

Kyle Brimley

IT Director

Date

By _____

Jay Fox

Executive Director

Date

DocuSigned by:

Mike Bell

By 361F16F838704A9...

Mike Bell

UTA Legal Counsel

Date 4/15/2022

THE GBS GROUP, INC

DocuSigned by:

Michelle DeArmond

By 7916EB34FE5D446...

Michelle DeArmond

Director of Contracts & Project Controls

Date 4/15/2022

**CONSULTING &
TECHNICAL SERVICES**



January 19, 2022

GBS Proposal #R22-00005

Pat Postell
Procurement and Contract Specialist
Utah Transit Authority
669 W. 200 S.
Salt Lake City, UT 84101

Subject: The GBS Group Contract #15-1268TH Extension & O&M OY6 Funding

Reference:(a) Contract #15-1268TH

Dear Ms. Postell,

The GBS Group is requesting a one-year extension to our current O&M contract supporting Wi-Fi operations on Frontrunner service. Year 6 will commence on May 1, 2022 and continue through April 30, 2023. We have maintained our 5% discount for O&M support due to COVID as part of this extension.

The following pricing is proposed for May 1, 2022 through April 30, 2023:

O&M Price Categories	Year 6
Annual Licensing Fees	\$80,000
O&M Support – 24/7/365 Monitoring, Performance Reporting, Tier 1 to 3 Support (GBS, NOMAD, Radwin). Includes 5% reduction	\$152,000
HBS/TBS extended 12 month warranty from Radwin	\$19,537.95 (42 units)
HMU/TMU extended 12 month warranty from Radwin	\$5,101.72 (44 units)
Total annual cost	\$256,639.67



GBS will continue to execute our O&M Support Plan, provided by separate correspondence, which includes all activities, reports, monitoring, and conference calls utilized to assure the integrated cellular and tower RF systems are available & supported 24/7/365, by our Tier 1 through Tier 3 engineering team. The support plan covers the recently expanded total of fifty-eight (58) radio host towers and all Wi-Fi-enabled Frontrunner vehicles. (Note 16 new towers and 42 existing towers)

RADWIN Warranty:

The below chart provides information on the 1-year warranty plan for all Radwin equipment currently installed. The warranty covers the mobile units onboard the train along with the base stations on the towers.

Description	Qty	Price /Unit/Yr, USD	Total Price USD
Warranty for 1 Year per RADWIN standard warranty T&C for HBS/TBS: SLA Basic Package includes: 1. 12-months Hardware Warranty 2. 12-months Software Warranty 3. Helpdesk 8x5	42	\$465	\$19,537.95
Warranty for 1 Year per RADWIN standard warranty T&C for HMU/TMU: SLA Basic Package includes: 1. 12 months Hardware Warranty 2. 12 months Software Warranty 3. Helpdesk 8x5	44	\$116	\$5,101.72
Total			\$24,639.67

* For HBS, HMU products which are End-Of-Life, in case of failure, RADWIN will do its best to repair the unit, however, if the unit cannot be repaired, then a replacement of a new TBS/TMU will be offered; the replacement cost is not included in the warranty. In this case, RADWIN will rebate UTA for 50 percent of the previously purchased unit that needs to be replaced. See below pricing for replacement of TBS/TMU HBS/HMU

** Warranty is only for the radios and does not include antennas, cables, PoEs, etc.

The FFP cost for the one-year extension will be \$256,639.67. The annual licensing fees of \$80,000 and extended 12-month warranty from Radwin of \$24,639.67 will be invoiced upfront upon award. The remainder (\$152,000) will be invoiced monthly as \$12,666.67. Payment of the invoice shall be made no later than thirty days after receipt of The GBS Group's invoice.

The GBS Group is currently working with UTA personnel to provide a modernization plan for your Wi-Fi system. We plan to be able to improve service for UTA with this modernization.



For any questions you may have, the Contractual Point of Contact is Michelle DeArmond, Director of Contracts and Project Controls—phone: 757-965-4274 and email: michelledearmond@thegbsgroup.us. The Technical Point of Contact is Pete Martinez—phone: 757-965-4274 and email: petemartinez@thegbsgroup.us.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Kassandra Perry".

Kassandra Perry
Contracts Administrator

AGREEMENT/CONTRACT

THIS AGREEMENT entered into effective the 7th day of October, 2015, by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the "Authority"), and The GBS Group, a Corporation, whose principal place of business is 397 Little Neck Rd., Bldg. 3300 South, Suite 204, Virginia Beach, Virginia 23452 (the "Contractor"), collectively referred to as "Parties."

RECITALS

WHEREAS, on July 7, 2015, the Authority received competitive proposals for a contractor to provide a Front Runner Wi-Fi System and all associated hardware, software, tools, training and documentation, (the "Goods and Services",) according to conditions and specifications prepared by the Authority in RFP 15-1268TH (the "RFP"); and

WHEREAS, the Authority wishes to procure the Goods and Services according to the specifications, terms, and conditions listed in the RFP; and

WHEREAS, the proposal submitted by the Contractor in response to the RFP was deemed to be the most advantageous to the Authority; and

WHEREAS, Contractor is willing to furnish the Goods and Services as set forth in the RFP and per all terms and conditions as listed herein; and

WHEREAS, on September 24, 2015 the Authority issued to Contractor an Award Notification for the Goods and Services;

NOW, THEREFORE, on the stated premises, 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. TO BE PROVIDED BY CONTRACTOR

The Authority hereby retains Contractor to furnish the Goods and Services and Contractor will to the best of its ability and in a professional manner, provide the labor, equipment and materials necessary to furnish, deliver, and test the Goods and Services subject to the terms and conditions of RFP 15-1268TH and Contractor's Proposal dated July 7, 2015 discussion questions issued to Contractor by the Authority dated August 21, 2015, Contractor's response dated August 31, 2015 to the Authority's discussion questions and the Best and Final Offer dated September 18, 2015.

2. TERM

Subject to the provisions for termination as hereinafter provided, this Agreement shall be effective from the effective date of this Agreement and continue until the parties have fulfilled their respective obligation hereunder. The contract term is for 5 years or until **September 23, 2020**.

3. COMPENSATION AND FEES

1. The Authority agrees to pay Contractor **\$1,999,726.50** for the Part I which amount includes all hardware, software, equipment, materials, labor, shipping costs necessary to supply, install and provide goods, and to complete the Services in a satisfactory manner in compliance with the specifications listed in RFP 15-1268TH, Contractor's Proposal dated BAFO September 18, 2015, discussion questions issued to Contractor by the Authority dated August 21, 2015, Contractor's response dated August 31, 2015 to the Authority's discussion questions and this Agreement. See Exhibit A for pricing and payment schedule. Part II Maintenance and Operation of the System for the Second through Fourth Year will be exercised by a 30 day notice to the contractor if UTA determines to extend the services. The total price of the contract is \$3,341,315.10.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over prior documents where relevant, are hereby incorporated into this Agreement by reference and made a part hereof which comprise the contract:

1. The Authority's RFP 15-1268TH including all terms, conditions, certifications, and specifications;
2. Contractor's Price Proposal dated July 7, 2015 and BAFO dated September 18, 2015; and
3. Discussion questions issued to Contractor by the Authority dated August 21, 2015
4. Contractor's response dated August 31, 2015 to the Authority's discussion questions
5. Contractor's Quality Proposal dated July 7, 2015 and BAFO dated September 18, 2015; and
6. This Agreement.

b. This Agreement and the documents listed above constitute the complete contract between the parties and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the documents listed above, the provisions of this Agreement shall govern.

5. DELIVERY, PAYMENT SCHEDULE, AND TITLE

Contractor hereby agrees to furnish, deliver, install, and test a Wi-Fi system that will meet the requirements of the RFP.

a. Contractor shall submit to the Authority's Contract Administrator for approval, invoices for which Contractor seeks payment from the Authority under this Agreement. Within thirty (30) days after receipt of an invoice, the Authority shall approve and pay the same; within ten (10) days after receipt, the Authority shall notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

b. The Authority shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto.

c. Contractor warrants that title to all equipment delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Authority no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Authority shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested. Contractor shall indemnify, defend, and hold the Authority harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

d. Title to any equipment sold hereunder not fully paid for at time of delivery to the Authority shall be retained by and remain in Contractor until such purchase price is fully paid.

6. COVENANTS AND WARRANTY

a. Contractor hereby agrees that the Services, related equipment, parts and services to be furnished herein will meet the specifications as described in the incorporated documents hereto referenced in Section 4 and confirms the warranty provisions as stated here.

Warranty and RMAs - Contractor will warrant all solution components comprising of hardware and software for a one-year period. Warranty will cover all parts, labor, shipping and other costs related to preparing and installing replacement parts. Any and all additional manufacturer's warranties will be provided. Additional length warranties will be required for some items, such as structures or roofing. Due to cost implications associated with equipment replacement, it is critical that Contractor keep accurate and timely updated records in the asset management system as the warranty management process relies heavily on that system. Two critical attributes associated with the Configuration Item ('CI') records are 'Warranty Start Date'

and 'Warranty End Date.' These dates are based on final acceptance of the equipment and will be accurately captured and logged. This information will then influence the manner in which Contractor responds to a CI failure that requires replacement. A CI under warranty will enter into the Returned Materials Authorization (RMA) process. Unrepairable components are handled differently based on warranty status; warranted CIs will be replaced at Contractors' cost, while UTA will determine whether to replace individual non-warranted CIs at UTA's cost. Contractor will report monthly on all Warranty Management activities.

b. Contractor represents and warrants that this Agreement, and anything made, used, sold, otherwise disposed of, delivered or licensed in or as a result of this Agreement, does not and shall not infringe, violate or be otherwise inconsistent any copyright, trademark, patent or other Intellectual Property right of another.

c. Contractor hereby agrees that as of the date of delivery, the Services, related equipment and parts to be furnished herein will not fail, through faulty design, workmanship or materials, or fail to meet the requirements as described in RFP 15-1268TH and to accept as full compensation for delivery of the Services, related equipment and parts as defined under the above documents, the sum as described in Section 3 of this Agreement except where otherwise specified in this Agreement.

d. All loss or damage arising directly and solely from any act or omission on the part of Contractor or any agent or person employed by Contractor, not authorized by these specifications shall be sustained by Contractor.

e. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by Contractor without additional cost to the Authority unless it is found that the damage was caused by UTA or contractors employed UTA . Notification must be received by Contractor in writing no later than fifteen (15) business days after receipt of the nonconforming item by the Authority.

f. The equipment sold hereunder is subject to the following additional explicit warranties:

- (i) The warranty period shall:
 - 1. start once the product is fully installed and functioning,
 - 2. last for 12 months (1) years, and
 - 3. After the warranty period Operation and Maintenance begins;
- (ii) Contractor agrees to repair or replace at its discretion within a reasonable time period, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Contractor at its factory (or designated location).

7. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims

for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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 (CGL)– 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)

\$2,000,00

0

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

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

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

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

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

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

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

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

5. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA and Union Pacific Railroad Company only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum

limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Utah Transit Authority.
4. The CGL insurance certificate must state that the policy has been endorsed to name UTA and Union Pacific Railroad Company as an additional insureds. From time to time, additional insureds may be required to be added to the CGL insurance.
5. Note that standard CGL policies contain an exclusion pertaining to construction and demolition within 50 feet of a railroad. Contractor shall obtain an endorsement removing such exclusion.

C. **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.

D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) 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 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 sent directly to **(Grants & Contracts Administrator, 669 West 200 South, SLC, UT 84101)**. 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.**

- E. **SUBCONTRACTORS:** Contractor shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

8. INDEMNIFICATION

Contractor shall indemnify, hold harmless and, not excluding the Utah Transit Authority's right to participate, defend the Utah Transit Authority, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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") for bodily injury or personal 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 negligent or willful 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 or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any law, statute, ordinance, rule, regulation or court decree governing Workers' Compensation matters. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Indemnatee agrees to notify Contractor of any claim promptly in writing. Indemnatee agrees to cooperate fully with Contractor throughout the defense of any indemnified claim. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Utah Transit Authority, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Utah Transit Authority. The foregoing indemnity shall not apply to the extent that any loss, claim, damage, liability or expense resulted from Indemnatee's bad faith, intentional misconduct, gross negligence or the breach of this Agreement.

9. 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 the Authority. 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 the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority 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.

10. USE OF SUBCONTRACTORS

a. Contractor shall not subcontract any services to be performed by it under this Agreement other than those listed and identified in Contractor's proposal without prior approval of the Authority.

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment the Authority makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. The Authority shall have no obligations to any subcontractors retained by Contractor.

11. 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 due to Contractor's negligence, while working on this project. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles.

12. ASSIGNMENT OF CONTRACT

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Agreement to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Agreement, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Agreement, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

13. TERMINATION

The Authority shall have the right to terminate this Agreement, with cause, at any time by giving thirty (30) days written notice to Contractor. If this Agreement is terminated for any reason, Contractor shall be entitled to all sums actually due and owing for the work performed and equipment and licenses purchased up to the day written notice of termination is given, plus, any contract close-out costs.

Either party may terminate this Agreement if the other party breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) calendar days after written notice thereof by the other party.

14. CHANGES

Oral change orders are not permitted. No change in this Agreement shall be made unless the Authority gives prior written approval therefore. As soon as reasonably possible but not later than thirty (30) calendar days after receipt of the written change order to modify the Agreement, Contractor shall submit to the Authority a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between Contractor and the Authority. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.

15. FAILURE TO COMPLETE CONTRACT

In case of failure on the part of Contractor to complete the contract within the specified time or within authorized extensions thereof, the Agreement may be terminated and the Authority may proceed to complete such Agreement either by re-letting or otherwise and Contractor shall be liable to the Authority for all loss or damage which it may suffer on account of Contractor's failure to complete this contract within such time.

16. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 DOLLARS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. CONTRACTOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR DELAY IS CAUSED IN WHOLE OR IN PART BY THE

AUTHORITY NOT FULLY COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

19. AUDIT

The Authority and its authorized agents or representatives may, once per year, during the term of this Agreement and for a period of three (3) years thereafter, upon giving reasonable notice and during usual business hours, audit and inspect all Contractor's files and records pertaining to the handling of the Authority's account and the products and services provided or performed under this Agreement.

20. PROJECT MANAGER

The Authority's Project Manager for this Agreement is Rick Hanzlik, or designee. All questions and correspondence relating to the technical aspects of this Agreement should be directed to Mr. Hanzlik, at Utah Transit Authority, office located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1937.

21. CONTRACT ADMINISTRATOR

The Authority's Contract Administrator for this Agreement is Pat Postell, Senior Grants & Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Postell, or designee, phone (801) 287-3060.

22. PROHIBITED INTEREST

No member, officer, or employee of the Authority during their tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

23. FORCE MAJEURE

Except for the payment of fees due hereunder, neither party shall be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities, or any other cause beyond its reasonable control.

24. 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 will be personally delivered, mailed by US Mail,

postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to the Authority:

Utah Transit Authority
ATTN: Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

The GBS Group
397 Little Neck Rd
Bldg 3300, Suite 204
Virginia Beach, VA 23452

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

25. GOVERNING LAW

The validity, interpretation and performance of this Agreement 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 this Agreement 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.

26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. AMENDMENTS

This Agreement sets forth the entire understanding between the parties. Any amendments must be in writing, signed by the party against whom enforcement of the amendment is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officers duly authorized to execute the same as of the day and year first above written.

THE GBS GROUP



Printed Name: Connie Linden

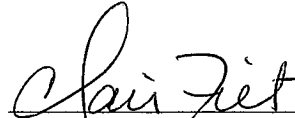
Title: V.P., Contracts & Finance

UTAH TRANSIT AUTHORITY



Jerry R. Benson

Interim President/CEO



Clair Fiet

Chief Technology Officer

Approved As To Form:

UTA Legal Counsel

EXHIBIT A
CONTRACT PRICE AND PAYMENT SCHEDULE

Part 1 – Proposer’s estimated Lump Sum price to complete the installation of the System including testing and certification/acceptance, and first year maintenance.

Description	Estimated Price
1) Materials	\$
2) Equipment	\$1,088,361.27
3) Labor (including all markups and fees)	\$ 588,217.21
4) First Year Operation and Maintenance (Materials, Equipment, Labor)	\$ 323,148.02
Estimated Lump Sum Price for System Installation, Testing, Certification/Acceptance, and Maintenance (sum of 1 through 4 above)	\$1,999,726.50

Part 2 – the Proposer’s estimated lump sum price to complete the maintenance and operations of the System for the **Second (2) through Fourth (4) Year**.

Description – Second Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 99,465.61
3) Labor (including all markups and fees)	\$351,600.41
Estimated Lump Sum Price For the Maintenance and Operations of the System for the Second Year (sum of 1 through 3 above)	\$451,066.02
Description – Third Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 87,856.15
3) Labor (including all markups and Fees)	\$351,600.41
Estimated Lump Sum Price for the Operation and Maintenance of the System for the Third Year (sum of through 3 above)	\$439,456.56

Description – Fourth Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 99,465.61
3) Labor (including all markups and Fees)	\$351,600.41
Estimated Lump Sum Price for the Operation and Maintenance of the System for the Fourth Year (sum of 1 through 3 above)	\$451,066.02
TOTAL PRICE	\$3,341,315.10

EXHIBIT B PAYMENT SCHEDULE

Estimated Scheduled Bill Date based on Start Date of 10/10/15 for bi- weekly period ending 10/23/15					Labor	Equipment	Total
Plan, Architect & Design (Bi-weekly Progress Payments)							
	10/28/2015				\$43,087.59	\$0.00	\$43,087.59
	11/11/2015				\$43,087.59	\$0.00	\$43,087.59
	11/25/2015				\$19,741.56	\$0.00	\$19,741.56
	12/9/2015				\$19,741.56	\$0.00	\$19,741.56
	12/23/2015				\$25,268.14	\$0.00	\$25,268.14
Final Design Approval of TCN, OBN, OSS	1/6/2016				\$25,268.14	\$246,185.43	\$271,453.57
Total for Plan, Architect & Design					\$176,194.57	\$246,185.43	\$422,380.00
Proof of Concept							
	1/20/2016				\$34,124.71	\$0.00	\$34,124.71
	2/3/2016				\$34,124.71	\$0.00	\$34,124.71
	2/17/2016				\$34,124.71	\$0.00	\$34,124.71
Proof of Concept Completion	3/2/2016				\$34,124.71	\$842,175.84	\$876,300.56
Total for Proof of Concept					\$136,498.85	\$842,175.84	\$978,674.70
Installation							
	3/16/2016				\$17,220.24	\$0.00	\$17,220.24
	3/30/2016				\$17,220.24	\$0.00	\$17,220.24
	4/13/2016				\$34,440.47	\$0.00	\$34,440.47
	4/27/2016				\$68,880.95	\$0.00	\$68,880.95
	5/11/2016				\$68,880.95	\$0.00	\$68,880.95
Completion of Installation and Commissioning	5/25/2016				\$68,880.95	\$0.00	\$68,880.95
Total for Installation					\$275,523.79	\$0.00	\$275,523.79
O&M							
Initial Bi-weekly invoice for 1st year O&M (Labor & Equipment)					\$9,701.86	\$70,899.76	\$80,601.62
Subsequent Bi-weekly invoices for 1st year O&M					\$9,701.86		\$9,701.86
Total for O&M					\$252,248.26	\$70,899.76	\$323,148.02
Total							\$1,999,726.50

Assumption: Payment will be made by UTA within 30 Days of Invoice Submission

EXHIBIT B
GBS PROPOSAL UPDATED THROUGH
QUESTIONS AND ANSWERS AND BAFO

MODIFICATION NUMBER THREE TO CONTRACT UT 15-1268TH

This Modification Number Three to Contract Agreement is hereby entered this 22nd day of May 2017, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and The GBS Group, (hereinafter "Contractor").

RECITALS

WHEREAS, on October 7, 2015 UTA entered into a contract for providing a Front Runner Wi-Fi System and all associated hardware, software, tools, training and documentation; and

WHEREAS, the Contractor completed NTP3 and started NTP4, which included correction of inadequacies experienced in the current Tower 30 configuration; and

WHEREAS, the Contractor requested a no-cost modification addressing the inadequacies; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. Term: As a result of moving from NTP3 to NTP4 the contract is moving into the maintenance phase. The contract term for Maintenance of a total of five years (5) and begins May 1, 2017 and goes through April 30, 2022.
2. Compensation and Fees: UTA agrees to a no-cost modification to install four (4) sixty (60) degree antennas as specified in UTA FrontRunner Trackside Tower 30 Analysis and Remediation report.
3. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

THE GBS GROUP:



Connie Linden

V.P., Contracts & Finance

UTAH TRANSIT AUTHORITY:



Jerry R. Benson
President/CEO



David Goeces
Chief, Safety, Security and
Technology Officer

Approved As to Form:



UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
Janelle Robertson, Project Manager II

TITLE:

Change Order: Simulation Assistance and Operations Planning - Change Order #1 to Task Order #2 (DB Engineering and Consulting USA, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve Change Order #1 to Task Order #2 of the Simulation Assistance and Operations Planning contract with DB Engineering and Consulting USA and authorize the Executive Director to execute the change order and associated disbursements in the amount of \$96,137.

BACKGROUND:

UTA and its partners are seeking to provide improved reliability for the current FrontRunner service, reduce typical travel times, increase service on the system during peak hours and consider express or skip-stop services. The FrontRunner Next Steps Strategy On-Call Operations Contract was awarded to DB Engineering & Consulting, USA by competitive procurement process on a best value basis on January 12, 2021. Task Order 1 was awarded for \$179,856.44 on January 15, 2021 by the Executive Director for task planning and organization.

Task Order #2 was approved by the Board of Trustees on May 12, 2021, in the amount of \$320,105.80. This Change Order #1, in the amount of \$96,137 to Task Order # 2, will allow DB Engineering & Consulting USA Inc (DB) to perform the following additional services to support the FrontRunner Forward Strategic Investment Plan.

- Sub-Task 5: Operations and Maintenance Cost Modeling
- Sub-Task 6: Equipment Technology Assessment

DISCUSSION:

UTA is preparing a Strategic Investment Plan for FrontRunner. DB Engineering is requested to develop information and analysis to inform the Strategic Investment Plan.

Sub-Task 5 will direct DB Engineering and Consulting, USA, Inc. to develop an Operations and Maintenance (O&M) cost model that allows UTA to understand the financial implications of service expansion. The model will be based on existing financial data, calibrated to reflect the existing operating environment, and be sensitive to changes in operations. Using the developed model, DB Engineering will estimate the incremental costs associated with changes to FrontRunner service represented by the concepts developed for the FrontRunner Forward Program.

Sub-Task 6 will direct DB Engineering and Consulting, USA, Inc. to assess alternative powertrain options capable of meeting the service specifications of the FrontRunner Forward concepts. The assessment will evaluate feasibility of employing higher-performance and lower-emission and zero-emission options. Suitability of the various technologies for FrontRunner service will be evaluated from a technology perspective, including possible impact on service provision emissions resulting from train operation, energy consumption, and indicative capital investment and operational cost resulting from energy/fuel consumption. The evaluation will enable UTA to make an informed decision on which technologies and train consist options would be most suitable to meet objects for the FrontRunner service and should be investigated further.

CONTRACT SUMMARY:

Contractor Name:	DB Engineering and Consulting USA, Inc.
Contract Number:	20-03323-2BM
Base Contract Effective Dates:	November 17, 2020 - November 17, 2023.
Extended Contract Dates:	N/A
Existing Contract Value:	\$499,962.24
Amendment Amount:	<i>Sub-Task 5: Operations and Maintenance Modeling:</i> <i>\$48,782.00 Sub-Task 6: Equipment Analysis: \$47,355.60 Total:</i> \$96,137.60
New/Total Amount Contract Value:	\$596,099.84
Procurement Method:	Change Order issued to Task Order under Task Ordering Agreement
Funding Sources:	This project is included in the UTA 2022 Capital budget

ALTERNATIVES:

UTA could decide to not approve a contract modification with DB Engineering and Consulting, USA, Inc. This decision could delay the development of the Strategic Investment Plan, or result in the Plan not accounting for costs in service increases or providing a recommendation for powertrain options capable of meeting the service specifications of the FrontRunner Forward concepts

FISCAL IMPACT:

The amount of \$96,137.60 for Task Order No. 2 Addendum was budgeted for in the 2021 Capital Budget.

ATTACHMENTS:

- 1) Change Order #1 to Task Order #2 - Simulation Assistance and Operations Planning, DB Engineering and Consulting

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



CHANGE ORDER

No. 1

TITLE: Change order #1 to TO #2 -Simulation Assistance and Operations Planning
PROJECT/CODE: MSP252 - Frontrunner Double Tracking
TO: DB E.C.O. North America (formerly DB Engineering & Consulting USA Inc.)
ATTN: David Hüffmeier

DATE: 12/17/2021
This is a change order to
CONTRACT No: Task Order #02 -
Op Planning and
20-03323BM


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


Change order 1 for Task order 2 - DB will develop and Operations and Maintenance (O&M) cost model that allows UTA to understand the financial implications of service expansion. The model will be based on existing financial data, calibrated to reflect the existing operating environment. DB will also perform an assessment of alternative powertrain options capable of meeting the service specifications of the FrontRunner Forward concepts. This will need Board approval.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$96,137	Original Contract Sum:	\$320,105	Final Completion Date Prior to This Change:	12/31/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	92
Cost Plus:	-	Previous Project Total:	\$320,105	Final Completion Date as of This Change Order:	5/31/2022
Total:	\$96,137	Net Change This Change Order:	\$96,137	ACCEPTED: By:  Date: _____ Digitally signed by David Hüffmeier Date: 2022.01.27 17:17:25 -08'00'	
		Current Project Total:	\$416,242		

David Hüffmeier
DB E.C.O. North America Inc.
By: 
Date: _____
Mark Evans
C=US CN=Mark Evans OU=President & CEO
E=mark.evans@deutschebahn.com O=DB Engineering & Consulting USA, Inc.
2022.01.27.20:55:18 -0800

Mark Evans
DB E.C.O. North America Inc.

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

Janelle Robertson
Project Manager <\$10,000

Todd Provost
Director of Capital Development <\$50,000
DocuSigned by:

Mary DeLoretto
Chief Service Dev Officer <\$100,000

By: _____
Date: _____

By: 
Date: 2/3/2022

By: _____
Date: _____

Brian Motes
Procurement

Michael Bell
Legal Review

Jay Fox
Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	Task Order #02 - Op
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$320,105	
Total to Date		\$		



UTA – Simulation and Operations Planning **Task Order 2 - Addendum**

DB E.C.O. North America Inc.

Consulting

555 Capitol Mall, Suite 1250

Sacramento, CA 95814

October 15, 2021

DB E.C.O. North America Inc.

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4	Estimated Project Schedule.....	4
5	Estimated Level of Effort – Not to Exceed Budget	4

DB E.C.O. North America Inc.

1 FrontRunner Service and Ops Analysis Task Order 2- Addendum Overview

DB E.C.O. North America Inc. (formerly DB Engineering & Consulting USA Inc.) (DB), as requested by Utah Transit Authority (UTA), has developed the following scope addendum for the on-going work effort in support of the FrontRunner Forward Business Plan.

1.1 Proposed Sub-Tasks

This work effort will be structured in Two Sub-Tasks:

- Sub-Task 5: Operations and Maintenance Cost Modeling
- Sub-Task 6: Equipment Technology Assessment

2 Sub-Task 5: Operations and Maintenance Cost Modeling

DB will develop an Operations and Maintenance (O&M) cost model that allows UTA to understand the financial implications of service expansion. The model will be based on existing financial data, calibrated to reflect the existing operating environment, and be sensitive to changes in operations. The model will be developed using cost drivers that are sensitive to operating parameters including, but not limited to, train miles, car miles, route miles, passenger miles, and employee hours.

Using the developed model, DB will estimate the incremental costs associated with changes to FrontRunner service represented by the concepts developed for the FrontRunner Forward Program. Three scenarios will be modeled, one in each of the categories reflecting incremental expansion of service from 2 trains per hour, to 4 trains per hour, to 8 trains per hour.

The O&M costs include, but are not limited to:

- Labor: Train crew labor data
- Energy: diesel fuel costs (electricity cost and/or hydrogen costs in future scenarios)
- Stations: train dispatching services, customer information, station building O&M costs
- Train maintenance: routine and non-routine maintenance of rolling stock, cleaning
- Railroad: costs to operate and maintain infrastructure
- General and Administrative: management, marketing, ticket sales, all general office expenses

DB will require multiple years of UTA budgeted and actual expenditures and service characteristics (train miles, car miles, route miles, etc.) over the same time period covered by the financial data.

2.1 Deliverables: Sub-Task 5

- Draft and Final Annual Operations and Maintenance costs for up to three (3) operating scenarios

DB E.C.O. North America Inc.**3 Sub-Task 6: Equipment Analysis: Motive Power Evaluation**

UTA currently provides service on the FrontRunner corridor with diesel-electric, locomotive-hauled consists, typically comprising a MP36PH-3C locomotive, a single-level coach (Comet Car), two Bombardier bi-level coaches, and a Bombardier bi-level cab car. Trains reach a maximum speed of 79mph on current infrastructure. Service concepts being developed for the FrontRunner Forward Business Plan consider raising the maximum speed of the corridor and operating higher performance equipment.

This task will perform an assessment of alternative powertrain options capable of meeting the service specifications of the FrontRunner Forward concepts. Lower-emission (e.g. renewable diesel, and diesel-hybrid) and zero-emission options (e.g. conventional wayside electrification with an overhead contact system (OCS), partial OCS with a battery-powered trains, battery-powered trains with charging infrastructure at some locations, and hydrogen fuel cell) will be assessed.

Suitability of the various technologies for FrontRunner service will be evaluated from a technology perspective, including possible impact on service provision (such as charging and refuelling frequency and time), emissions resulting from train operation, energy consumption, and indicative capital investment and operational cost resulting from energy/fuel consumption.

Well-to-wheel energy and emission impacts as well as detailed powertrain simulation and design are outside the scope of the study but could be included in a more detailed assessment once pre-selection of options has been made by UTA. DB will utilize publicly available literature, information from DB databases, and expert knowledge from previous projects with similar scope.

The outcome of the high-level motive power evaluation will enable UTA to make an informed decision on which technologies and train consist options would be most suitable to meet objects for the FrontRunner service and should be investigated further.

3.1 Deliverables: Sub-Task 6

- Memo providing recommendations on motive power options

4 Estimated Project Schedule

Sub-Task 5 and 6 will proceed in the Fall/Winter of 2021-2022 in accordance with the overall FrontRunner Forward schedule. DB is responsible for timely development of materials and will ensure best efforts to coordinate with UTA and other stakeholders as needed to deliver outlined scope above.

5 Estimated Level of Effort – Not to Exceed Budget

DB reserves the right to reassign work hours among the project team, as required, to fulfil the scope of work for this task. The not to exceed budget for the work described in this scope is \$96,137.60. If complexity is beyond the anticipated level, additional budget may be necessary to complete this effort.

DB E.C.O. North America Inc.

	Principal Consultant	Managing Consultant	Senior Consultant	Consultant	Analyst	Total	Total
Task 5: Operations and Maintenance Modeling	40	0	120	0	100	260	\$48,782.00
Task 6: Equipment Analysis	16	80	40	0	120	280	\$47,355.60
Total	56	80	160	0	220	540	\$96,137.60



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Dave Hancock, Director, Capital Development
Janelle Robertson, Project Manager II

TITLE:

Change Order: FrontRunner Forward Program Management Services Change Order 1 - Year 2 Services (Kimley-Horn)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute the second year of a three year not-to-exceed (NTE) contract and associated disbursements with Kimley-Horn for FrontRunner Forward Program Management Services in the amount of \$5,123,958.

BACKGROUND:

Following a competitive qualifications-based procurement process, the UTA Board of Trustees approved a FrontRunner Forward Program Management Services Consultant contract with Kimley Horn on May 26, 2021. The three-year contract established fixed labor hour pricing and terms and provided for two one-year options. The contract terms specify that a not to exceed contract value will be negotiated and approved annually. Year one of the contract was approved by the board on May 26, 2021 in the amount of \$4,835,137.

To successfully deliver the Frontrunner Forward Program at UTA, specialty services and additional staff resources are needed to complete specific tasks and projects, while also helping support strategic direction and expert review with the benefit of a national perspective. These services include, but are not limited to, project management, public and stakeholder involvement, operational planning and coordination, strategic planning, concept design, funding evaluation, environmental and design assistance, project controls, procurement support, design reviews, and construction management support. Collectively, these and similar types of services are organized as “program management services” that support a program of interrelated projects, tasks and initiatives involving multiple business units at UTA. At times, some contractor personnel

may co-locate at UTA offices.

DISCUSSION:

The FrontRunner Forward Program Management Services Consultant (FRF PMSC) contract between UTA and Kimley-Horn enables UTA to successfully deliver a series of investments over time to improve the FrontRunner commuter rail service. The contracted services provide program leadership to assist UTA with the development, implementation, and general oversight of the FRF Program. . A Notice-To Proceed (NTP) is issued prior to commencement of work each year based upon negotiation of type and quantity of hours multiplied by the negotiated rates. The negotiated NTE cost of year two is \$5,123,958. Board approval is required prior to issuance of NTPs for this and subsequent contract years and options.

The contract value is an estimate; actual cost will be based on the services provided and will not exceed the authorized Board amount without additional Board approval.

Year 2 includes adjustments to labor rates that have been reviewed and approved by the UTA PM. Exceeding the amount authorized by the Board would require a contract amendment to be approved by the Board.

CONTRACT SUMMARY:

Contractor Name:	Kimley-Horn and Associates, Inc.
Contract Number:	21-03410-1VW
Base Contract Effective Dates:	5/28/2021 -5/28/2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$4,835,137 (year 1)
Amendment Amount:	\$5,123,958
New/Total Contract Value:	\$9,959,095
Procurement Method:	RFQU
Budget Authority:	Capital Project Budget

ALTERNATIVES:

UTA could choose not to execute Year 2 of program manager for the FrontRunner Forward program, but UTA does not currently have the resources to execute the program internally.

FISCAL IMPACT:

Fixed price NTE for year two of \$5,123,958. Estimate for three-year duration of contract is approximately \$15,000,000 depending on the scope of services needed and approved each year to progress the FRF program. The FrontRunner Forward project was allocated \$375,000,000 from the State of Utah. These funds come from that Program.

ATTACHMENTS:

Change order: FrontRunner Forward Program Management Services - Change Order 1 - Year 2 Services (Kimley-Horn)

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



CHANGE ORDER

No. 1

TITLE: Approval of Contract Year Two Scope and Budget

DATE: 4/20/2022

PROJECT/CODE: MSP252 - Frontrunner Double Tracking

This is a change order to
CONTRACT No: 21-03410VW

TO: Kimley-Horn and Associates

ATTN: Brent Crowther

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

This is for approval of scope and budget for year two of the contract . This will need Board approval.

Direction or Authorization to Proceed (DAP) previously executed: YES ____ NO X__It is mutually agreed upon, there is a schedule impact due to this Change order: YES ____ NO X__

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

Current Change Order		Contract		Schedule	
Lump Sum:	-	Original Contract Sum:	\$4,835,137	Final Completion Date Prior to This Change:	5/31/2024
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$4,835,137	Final Completion Date as of This Change Order:	5/31/2024
T&M NTE:	\$5,123,958	Net Change This Change Order:	\$5,123,958		
Total:	\$5,123,958	Current Project Total:	\$9,959,095		

ACCEPTED:

By:

Date: 4/21/2022

DocuSigned by:

Brent Crowther

ACF0D3195D5E422...

Brent Crowther
Kimley-Horn and Associates

By:

Date:

Janelle Robertson
Project Manager <\$25,000

By:

Date:

David Hancock
Acting Dir. of Capital Development <\$75,000

DocuSigned by:

By:

Date:

Michael L. Bell
70E33A415BA44F6...Brian Motes
ProcurementMichael Bell
Legal Review

By:

Date:

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

By:

Date:

Jay Fox
Executive Director >\$200,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	21-03410VW KHA
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$4,835,137	
Total to Date		\$		

Exhibit A – Scope of Work

**UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
FRONTRUNNER FORWARD PROGRAM MANAGEMENT SERVICES
MAY 27, 2022 – MAY 27, 2023
Prepared: April 16, 2022**

SUMMARY

The Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT) require the assistance of a multidisciplinary team to provide Program Management services to assist with successful delivery of a series of investment packages to improve FrontRunner commuter rail service over time.

This Scope of Work represents the services that will be provided by the FrontRunner Forward (FRF) Program Management Services Consultant (PMSC) during Year 2 of their contract.

PMSC will provide program leadership to assist UTA and UDOT with the development, implementation, and general oversight of the FRF Program. Key tasks include development of a Strategic Business Plan to provide the long-term vision and guide the investments over time, an Implementation Plan to articulate how and when the operational and capital improvements will be executed, funding strategy, oversight of the environmental, design, and construction phases of the program, as well as overall project controls management for the entire program, stakeholder engagement, and construction oversight.

SCOPE OF WORK INTRODUCTION

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

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

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

TASK 1: PROJECT MANAGEMENT

Task 1.1	Project Management Meetings
1.1.1	Project Kick-off Meeting
1.1.2	Weekly Meetings – meetings weekly with the UTA Project Director, UDOT Transit Program Director, FrontRunner Forward Planner, and other UTA and UDOT Management for program management support <i>Deliverables: Meeting Agenda and Meeting Summary</i>
1.1.3	Executive Monthly Meetings – Monthly meetings with UTA and UDOT executive leadership team to discuss the Program schedule, work plan, strategic direction and external coordination <i>Deliverables: Meeting Agenda and Meeting Summary</i>
Task 1.2	Contract Management
1.2.1	Initiate project management and communications platform (Microsoft Teams)
1.2.2	Cost accounting, task management, progress reporting, document controls, etc.
1.2.3	Management of subconsultants
Task 1.3	Contract Quality
1.3.1	Quality Control – <ul style="list-style-type: none"> • implement quality control plan and procedures for deliverables and activities conducted by FRF PMSC team. • Conduct quality control checks and reviews. <i>Deliverables: FRF PMSC Quality Control Plan Implementation</i>

TASK 2: PROJECT CONTROLS

Task 2.1	Controls Management
2.1.1	Program Management Plan – <ul style="list-style-type: none"> • Update FRF Project Management Plan (PMP). Coordinate and integrate with existing UTA and UDOT plans and procedures. Meet FTA plan requirements. • Coordinate with UTA and UDOT departments, and HNTB controls staff for integration with enterprise system and processes. • Review and Update project controls related requirements in procurement documents as requested. <i>Deliverables: Project Management Plan Update, Project Controls Plan</i>
2.1.2	Project Controls Management – <ul style="list-style-type: none"> • Conduct project controls related management and activities. • Prepare data and records for UTA and UDOT management and FTA including grants management in accordance with SCC structure and other federal requirements. • Participate in contractor invoice and submittal reviews. • Coordinate with project level oversight staff. • Integrate with UTA enterprise and program management systems.
2.1.3	Reporting – Develop templates for regular progress reports to UTA, UDOT, FTA. Update and compile reports as required. <i>Deliverables: Regular Program Reports</i>
2.1.4	Document Control – <ul style="list-style-type: none"> • Develop a document control plan for FRF program in concert with existing UTA and UDOT processes and management systems.

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

	<ul style="list-style-type: none"> Manage and track distributions of communications and responses when required. Perform day-to-day document control activities. <p><i>Deliverables: Document Control Plan (appendix to PMP)</i></p>
2.1.5	<p>Change Management –</p> <ul style="list-style-type: none"> Document and reference change procedures. Identify and develop templates or procedures as necessary for FRF program. Manage process of identify potential changes, conducting analysis and verification of changes. Prepare data and documents for UTA review and approval of changes.
Task 2.2	Program Schedule
2.2.1	<p>Program Schedule Management –</p> <ul style="list-style-type: none"> Maintain FRF program schedule. Conduct programmatic schedule analyses on conflicts, critical path, and resources according to FTA requirements Integrate project and/or contract schedules into program schedule. Participate in management and coordination meetings. Review and update scheduling requirements in procurement documents. <p><i>Deliverables: Program Schedule</i></p>
2.2.2	<p>Project Schedules and Reviews –</p> <ul style="list-style-type: none"> Develop concept level project schedules. Review contractor project schedules. Conduct project level schedule analyses on conflicts, critical path, resources, etc. Identify issues and risks and participate in resolution efforts.
Task 2.3	Cost Estimating
2.3.1	<p>Program Cost Estimate –</p> <ul style="list-style-type: none"> Maintain program level cost estimate including contingencies and management reserves. Index to years of construction. Match federal SCC coding structure. Review and update pricing requirements in procurement documents. <p><i>Deliverables: Program Cost Estimate</i></p>
2.3.2	<p>Project and Independent Cost Estimates –</p> <ul style="list-style-type: none"> Develop and update project cost estimates sufficient for project definition and options analysis, indexing to year of construction. Develop independent opinion of costs and/or cost estimates (ICE) for contractor bid, price negotiations and change analysis. This will include coordination with the HNTB project controls team. <p><i>Deliverables: Project Cost Estimates, Independent Cost Estimates</i></p>
Task 2.4	Program Budget Management
2.4.1	<p>Assist UTA and UDOT with management of program budgets</p> <ul style="list-style-type: none"> expenditure tracking contractor invoicing contingency management FTA grant management such as verification of reimbursements or draw downs
Task 2.5	Risk Management
2.5.1	<p>Risk Management –</p>

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

	<ul style="list-style-type: none"> Conduct initial program level risk identification workshop including assessment of opportunities, probabilities, impacts and mitigations. Conduct statistical risk assessment. Coordinate results with UTA and FRF management team for development of program management financial and schedule reserves. Conduct project level risk identification, assessment and mitigation planning. Integrate project risk assessments into program assessment documents. Conduct statistical risk assessment and coordinate results for development of project financial contingency and schedule float. Develop and maintain a risk register. <p><i>Deliverables: Risk Assessment and Mitigation Plan</i></p>
Task 2.6	Program Quality Management
2.6.1	<p>Quality Management Plan –</p> <ul style="list-style-type: none"> Develop and maintain quality management plan for the FRF program. Coordinate development with UTA UDOT, and HNTB quality requirements, documents, and personnel. Meet FTA plan requirements. Review and update quality related requirements in procurement documents. Conduct program quality assurance/quality oversight activities. Develop data and narratives for reporting. <p><i>Deliverables: Quality Management Plan</i></p>

TASK 3: STAKEHOLDER AND PUBLIC ENGAGEMENT

Task 3.1	Engagement Plan
3.1.1	<p>Develop and maintain a Public & Stakeholder Engagement Plan for the FrontRunner program to articulate the strategies, milestones, messaging, and tools to coordinate with stakeholders, communities, elected officials and general public. This will be prepared in close coordination with UDOT Communications Division, UTA's Planning and Engagement office, and the HNTB Program Management Team</p> <p><i>Deliverables: Engagement Plan</i></p>
Task 3.2	Implement the Stakeholder and Engagement Plan
3.2.1	<p>Based upon the Engagement Plan, implement the stakeholder and public engagement process to support the development of the FrontRunner program. Working in close collaboration with the UTA Planning and Engagement office, this includes:</p> <ul style="list-style-type: none"> Conduct outreach meetings or workshops, either in-person or online Conduct public opinion survey on service improvements. Conduct stakeholder coordination meetings aligned with key program milestones
Task 3.3	<i>Removed from Year 2 scope of work</i>
Task 3.4	Engagement Tools
3.4.1	<p>Develop tools required to support the FrontRunner Engagement Program including maps, collateral, media advisories, presentations.</p> <p><i>Deliverables: collateral materials</i></p>
Task 3.5	Website and Social Media
3.5.1	<p>Working with UTA's Planning and Engagement office, develop content and updates for the project website as well as support social media alerts/information</p>

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

TASK 4: STRATEGIC PLANNING

Task 4.1	Operations Planning Coordination
4.1.1	Attend bi-weekly Technical Working Group Meetings
<i>Task 4.2</i>	<i>Removed from Year 2 scope of work</i>
<i>Task 4.3</i>	<i>Removed from Year 2 scope of work</i>
Task 4.4	Strategic Business Plan
4.4.1	Organize, facilitate and execute an integrated Strategic Business Planning process to complete the FrontRunner Service Vision, Business Case, and community planning interfaces suitable to carry into implementation planning. The FrontRunner Business Plan will set forth long-term strategic goals and then develop a set of investments over time to realize the long-term vision.
4.4.2	<p>Prepare the Strategic Service Vision:</p> <ul style="list-style-type: none"> • Iteratively workshop service delivery goals & objectives • Establish and iterate on potential operating scenarios relationship to benefits/trade-off's such as cost, passenger experience, travel market, and service parameters (such as time, frequency, capacity) • Determine Service Vision horizon year • Establish growth scenarios • Prepare travel demand modeling analysis in support of service planning • Provide Service Vision recommendation for UTA and UDOT `policy decision-making <p><i>Deliverables: FrontRunner Future Service Vision</i></p>
4.4.3	<p>Prepare the FrontRunner Business Case:</p> <ul style="list-style-type: none"> • Aggregate information and analysis to creates a compelling narrative toward the implementation of the service vision over time • Develop analytics to the benefits or trade-off's for economics, financial and deliverability considerations for the Service Vision, over time • Iteratively workshop with operations planning to team • Develop analytical tools including financial/economic benefit model • Analyze data and analytical tools related to Service Vision goals/objectives and examine broader policy considerations • Evaluate both the capital and operating cost impacts related to investment in FrontRunner <p><i>Deliverables: FrontRunner Business Case</i></p>
Task 4.5	Funding Strategies and Plan
	<p>Prepare and update a funding strategy and plan focused on Initial Investment Plan. . The funding scenarios that will outline expenditure of available state funding to leverage federal funding. The funding plan will outline:</p> <ul style="list-style-type: none"> • Beneficial ways to use and leverage the State allocated funding related to the Initial Investment Plan. • Strategy to leverage FTA grant programs • Strategy to leverage both state, local and federal funding <p><i>Deliverables: Prepare a Funding Strategy and Plan</i></p>
4.5.2	Prepare documentation for grant applications in coordination with UTA and UDOT such as FTA Core Capacity Grant, RAISE INFRA, MEGA or other options that may arise.
4.5.3	<p>Develop a FrontRunner Financial Plan outlining potential funding sources, analysis of financial scenarios related to improvement in the system, and examination of the long-term impacts of the system.</p> <ul style="list-style-type: none"> • Evaluate the capital and operating so that the investments in growth do not negatively

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

	<p>impact the overall operating capacity of the agency</p> <ul style="list-style-type: none"> • Develop a federal funding strategy • Develop a comprehensive funding strategy to align local/state funding and federal funding opportunities • Conduct financial modeling scenarios <p><i>Deliverables: FrontRunner Financial Plan</i></p>
Task 4.6	FRF Program Implementation Plan
4.6.1	<p>Capital Implementation Plan –</p> <ul style="list-style-type: none"> • Prepare Implementation Plan for FRF improvements that considers investments over time including funding, schedules, and relationships between other UTA/UDOT projects and key stakeholder projects. <p><i>Deliverables: FrontRunner Implementation Plan</i></p>
4.6.2	<p>Organizational Plan -</p> <ul style="list-style-type: none"> • Prepare organizational assessment for potential changes or adjustments required for the service delivery of FrontRunner over time to support the Business Plan <p><i>Deliverables: FrontRunner Organizational Plan</i></p>
Task 4.7	NEPA/Environmental Oversight and Support
4.7.1	<p>Procurement Services –</p> <ul style="list-style-type: none"> • Assist UTA in procurement and oversight of services including development of Scope of Work, proposal evaluation criteria, cost estimates, and negotiation support. <p><i>Deliverables: Procurement documents</i></p>
4.7.2	<p>Environmental Document Review –</p> <ul style="list-style-type: none"> • Review environmental documents prepared other consultants.
4.7.3	<p>Environmental Support –</p> <ul style="list-style-type: none"> • As directed, provide environmental analysis support to UTA including the following: <ul style="list-style-type: none"> ○ Strategic advice ○ Environmental Analysis to meet requirements of NEPA ○ Preparation of environmental documents and reports ○ Perform Section 106 and Section 4(f) surveys and studies, as directed ○ Perform monitoring, modeling and reports, as directed ○ Prepare NEPA Mitigation Tracking Logs <p><i>Deliverables: Environmental oversight; report and surveys; NEPA mitigation tracking logs</i></p>
Task 4.8	Conceptual Engineering
4.8.1	<p>Preliminary design –</p> <ul style="list-style-type: none"> • Conduct concept engineering and preliminary design of improvement projects including new track, track modifications, stations and platforms, signals and systems, community interface multimodal connections. <p>Generally, concept design will be taken to about 10-15% or level suitable to support cost estimating, delivery method strategy and bid documents, and schedule development</p>
4.8.2	Provide project GIS and graphics support to communicate, analyze and assess project elements for planning and engineering
Task 4.9	Union Pacific Coordination
4.8.1	Lead coordination efforts with the Union Pacific. This includes coordinating and preparing for strategy meetings, and organizing, preparing for and leading regular coordination meetings with the Union Pacific. PMSC will lead UP coordination on behalf of all design consultants and Front Runner projects including the Initial Investment Plan.

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

TASK 5: PROJECT IMPLEMENTATION AND DELIVERY

Task 5.1	Design Oversight
5.1.1	<p>Design Oversight Activities –</p> <ul style="list-style-type: none"> • Coordinate and conduct review of project design submittals, including for Initial Investment Projects. • Participate in resolution of design or technical issues with UTA, UDOT, designers, contractors, stakeholders, or others. • Provide oversight regarding contract compliance by designer of record. • Facilitate coordination of design interphases. • Participate in quantity reconciliations for cost estimating and contractor bidding as required. • Review and update design requirements in procurement documents.
5.1.2	<p>Standards & Specifications Management –</p> <ul style="list-style-type: none"> • Provide expert assessment and review of existing standards and specifications against industry standards. Identify and document exceptions and recommendations. Review design exception requests and make recommendations. • Participate in UTA committees related to design and design changes.
5.1.3	<p>Coordinate with other projects that impact FrontRunner. This includes UDOT projects: West Davis Corridor, Shepard Lane, I-15 Environmental Impact Study, etc. This may also include projects being completed by local agencies that impact or require coordination with FrontRunner.</p>
Task 5.2	Procurement Support
5.2.1	<p>Procurement Guide – Conduct workshop to discuss procurement methods, incentives, processes, templates, contract conditions, and related topics. Develop FRF Program Procurement Guide for use and reference during project procurements.</p> <p><i>Deliverables: FRF Program Procurement Guide</i></p>
5.2.2	<p>Contractor Outreach – Conduct contracting community outreach to inform of program and salient aspects. Gather information, data, or considerations from contracting community to shape project definitions, contract conditions, risks and risk ownership, resource planning, and implementation plan.</p>
5.2.3	<p>Procurement Documents and Support –</p> <ul style="list-style-type: none"> • Support development, coordination, and compilation of procurement documents. • Review and update contracting terms and conditions in collaboration with UTA and UDOT management and procurement staff. • Participate in procurement evaluations and negotiations. • Review and verify prework submittals are completed.
5.2.4	<p>Stakeholder and 3rd Party Agreements –</p> <ul style="list-style-type: none"> • Identify and develop matrix of agreements required for the program and project(s). • Support in identifying, documenting, and resolving deal points. • Review and comment on draft agreements. • Coordinate completion of agreements with UTA and UDOT legal departments. <p><i>Deliverables: Stakeholder and 3rd Party Agreements Matrix</i></p>
Task 5.3	Utilities Coordination Support
5.3.1	<p>Utility Identification & Coordination –</p> <ul style="list-style-type: none"> • Provide utility coordination for final design projects. • Support final design consultants to gather data from to identify utilities, • Collect and document sufficiently to equal Subsurface Utility Engineering (SUE) Quality Level D for the full FrontRunner Corridor.

Utah Transit Authority
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Exhibit A – Scope of Work

	<ul style="list-style-type: none"> • Develop master program matrix with unique identifiers for each utility crossing. • Coordinate with utility and contracted consultants/contractors for finalization of relocations, permitting, and field review. • Review and update contract requirements in procurement documents related to utility coordination, design, and construction. <p><i>Deliverables: FRF Utility Matrix</i></p>
5.3.2	<p>Subsurface Utility Engineering Field Activities – Survey, Designate and/or Locate utilities.. Validate or correct information from Utility Identification Task accordingly. Achieve SUE Quality Level A, B, or C as directed. This is expected to be performed only for certain high-risk utilities that could significantly affect project costs or schedules.</p> <p><i>Deliverables: Utility Survey Records</i></p>
5.3.3	<p>Utility Agreements –</p> <ul style="list-style-type: none"> • Coordinate review of existing utility agreements and determine need for modifications or new agreements. Document needs in FRF Utility Matrix. • Initiate coordination for agreements. Facilitate finalization of agreements between utility owner and UTA legal department as designer of record completes design.
Task 5.4	Survey
5.4.1	<p>Survey Control –</p> <ul style="list-style-type: none"> • Establish Survey Control for corridor projects including identifying and locating existing survey monuments and establishing new monuments as necessary. • Support Concept Engineering • Review and update survey requirements in procurement documents. <p><i>Deliverables: Survey Control Records</i></p>
5.4.2	<p>Survey & Mapping – Conduct aerial (drone) mapping, image collection, mobile lidar, conventional survey, GPS survey, and/or orthorectification along FRF corridor sufficient for concept design purposes.</p> <p><i>Deliverables: Survey & Mapping Files</i></p>
5.4.3	Verification Survey – Conduct quality assurance or verification survey.
Task 5.5	Right-of-Way
5.5.1	<p>Right-of-Way Identification and Mapping –</p> <ul style="list-style-type: none"> • Develop ROW mapping from survey and other sources. • Develop ROW matrix that identifies key information, update regularly. • Identify potential takes and easements from concept engineering. Identify high risk properties. <p><i>Deliverables: Right-of-Way Matrix and Maps</i></p>
5.5.2	<p>Right-of-Way Acquisition –</p> <ul style="list-style-type: none"> • Manage acquisition process. <ul style="list-style-type: none"> ○ Including ordering title reports, acquiring maps and deeds, issuing property owner letters and communications, conducting property evaluations and appraisals, conducting inspections, negotiating purchases and easements, and filing record documents. ○ Provide agents and appraisal review staff • Coordinate with UTA and UDOT legal department and management. • Prepare Acquisition and Relocation Brochure for distribution to properties and communities. • Prepare and maintain Right of Way Acquisition Management Plan according to FTA requirements.

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

Task 5.6	Construction Oversight
5.6.1	<p>Construction Oversight Activities –</p> <ul style="list-style-type: none"> Conduct coordination, oversight, and observation for construction activities. <ul style="list-style-type: none"> Including processing of submittals, documenting compliance with contract requirements, resolving of issues, evaluating incentives, tracking and negotiating changes, collaborating with interfacing elements and contracts, and supporting safety and certification processes. Participate in construction briefings and 3rd party coordination meetings. Verify construction schedules and activities are coordinated with UTA operations. Develop and track punch lists. Review and update construction requirements and conditions in procurement documents.
5.6.2	<p>Construction Observation & Verification –</p> <ul style="list-style-type: none"> Observe and record daily logs of construction activities, quality compliance and other conditions relative to construction. Document construction quality issues for resolutions. Record progress against approved schedule(s). Conduct material and workmanship verification sampling or testing.
Task 5.7	Safety & Certification
5.7.1	<p>Determine Safety Program –</p> <ul style="list-style-type: none"> Coordinate with UTA to scope and develop necessary management plans and determine needed processes such as: developing FRF Program Safety and Security Management Plan (SSMP), conducting Threat & Vulnerability Analysis (TVA), conducting Preliminary Hazards Analysis (PHA), identifying Certifiable Items List (CIL), and etc. Assist UTA safety in construction safety oversight and reporting if needed. <p><i>Deliverables: FRF Program Safety and Security Management Plans</i></p>
5.7.2	<p>Manage Certification Process –</p> <ul style="list-style-type: none"> Coordinate with UTA departments to establish safety committees and process approvals. Oversight design and construction contract compliance and completion of certifiable items lists (CIL). Conduct Safety and Security related activities and processes. Monitor progress and completion of testing plans prior to revenue service.
Task 5.8	Project Partnering
5.8.1	<p>Construction Project Partnering –</p> <ul style="list-style-type: none"> Facilitate partnering kickoff workshop with contractors and other critical stakeholders in early stages of project construction. Develop partnering charter, escalation process, and means for evaluation. Coordinate follow-on partnering sessions. Assist in developing incentive program.

TASK 6: OTHER FRONTRUNNER-RELATED PROJECTS SUPPORT

Task 6.1	Project Support
6.1.1	<p>Provide requested support services to other FrontRunner Forward-related projects. Specific tasks and projects may include:</p> <ul style="list-style-type: none"> Project management Concept layout Cost estimating Procurement support Planning and design oversight Others as assigned.

Utah Transit Authority
FrontRunner Forward Program Management Services
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	Projects with which the PMSC and UTA continue to be engaged in Year 2 are listed below.
6.1.2	MSP140 40-3140.68912- Box Elder ROW
6.1.3	MSP193 40-3193.68912 - Weber County CR ROW Preservation
6.1.4	MSP215 40-3215.68912 - Sharp/Tintic Rail Consolidation
6.1.5	MSP264 40-3264.68912 - South Valley Transit
6.1.6	Other projects as identified by UTA and UTA

**FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT
EXHIBIT B1 - PRICING BY FIRM**

Prepared: APRIL 16, 2022

KIMLEY-HORN AND ASSOCIATES, INC.				
Task	Task Description	KIMLEY-HORN Labor	KIMLEY-HORN ODCs (TRAVEL, ETC)	KIMLEY-HORN TOTAL
MSP 252	FRONT RUNNER FORWARD			
TASK 1	PROJECT MANAGEMENT	\$ 210,074.92	\$ 44,000.00	\$ 254,074.92
TASK 2	PROJECT CONTROLS	\$ 76,442.99	\$ -	\$ 76,442.99
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 208,581.02	\$ -	\$ 208,581.02
TASK 4	STRATEGIC PLANNING	\$ 931,423.75	\$ -	\$ 931,423.75
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 54,181.02	\$ -	\$ 54,181.02
	SUBTOTAL MSP 252 - FRONTRUNNER FORWARD			\$ 1,524,703.69
OTHER FRONT RUNNER FORWARD PROJECTS				
TASK 6	MSP140-Box Elder ROW	\$ 44,119.86	\$ -	\$ 44,119.86
TASK 7	MSP193-Weber County CR ROW Preservation	\$ 17,281.75	\$ -	\$ 17,281.75
TASK 8	MSP215-Sharp/Tintic Rail Consolidation	\$ 13,973.16	\$ -	\$ 13,973.16
TASK 9	MSP264-South Valley Transit	\$ 429,302.03	\$ -	\$ 429,302.03
	SUBTOTAL MSP OTHER PROJECTS			\$ 504,676.80
Escalation of Labor Rates (Jul 1, 2022 - May 27, 2023)				\$ -
TOTAL KIMLEY-HORN AND ASSOCIATES, INC.		\$ 1,985,380.50	\$ 44,000.00	\$ 2,029,380.50
SUBCONSULTANT				
		SUBCONSULTANT Labor	SUBCONSULTANT ODCs (TRAVEL, ETC)	SUBCONSULTANT TOTAL
	DB ECO.	\$ 150,000.00	\$ -	\$ 150,000.00
	Boothe Transit Consulting	\$ 10,000.00	\$ -	\$ 10,000.00
	CoCo Consult (DBE)	\$ 63,000.00	\$ -	\$ 63,000.00
	Padgett Properties	\$ 50,000.00	\$ -	\$ 50,000.00
	Holmes and Associates	\$ 250,000.00	\$ -	\$ 250,000.00
	Horrocks Engineers	\$ 1,340,856.30	\$ 47,500.00	\$ 1,388,356.30
	Urban Artisans (Mike Brown)	\$ 50,000.00	\$ -	\$ 50,000.00
	Steer Group	\$ 150,000.00	\$ -	\$ 150,000.00
	WSP	\$ 773,463.92	\$ 12,000.00	\$ 785,463.92
	CRSA	\$ 50,000.00	\$ -	\$ 50,000.00
	Kelly Braggert (Box Elder R/W Support)	\$ 50,000.00		\$ 50,000.00
	3% Escalation of Labor (Jan 1, 2023 - May 27, 2023)	\$ 36,716.50		\$ 36,716.50
	TOTAL SUBCONSULTANTS	\$ 2,974,036.72	\$ 59,500.00	\$ 3,033,536.72
Subconsultant 2% Markup				\$ 60,670.73
Total NOT TO EXCEED 5/27/22 - 5/27/2023				\$ 5,123,587.95

Note 1. The budgets in each task shown here are for budget purposes only. Kimley-Horn reserves the right to move budget from task to task or from subconsultant to subconsultant or to KH, as needed.

Note 2. The effort shown here is a good faith attempt to estimate the effort by year. Given the nature of this project, the scope, subconsultants, and timeframe may evolve at the discretion of UTA. Scope may move from year to year as the project progresses.

**FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT
EXHIBIT B2 - PRICING BY TASK**

Prepared: APRIL 16, 2022

TOTAL LABOR BUDGET BY TASK				
Task	Task Description	KIMLEY-HORN Labor Cost	SUBCONSULTANTS ³ Labor Cost	TOTAL
MSP 252	FRONT RUNNER FORWARD			
TASK 1	PROJECT MANAGEMENT	\$ 210,074.92	\$ 163,640.22	\$ 373,715.14
TASK 2	PROJECT CONTROLS	\$ 76,442.99	\$ 368,856.96	\$ 445,299.95
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 208,581.02	\$ 67,657.64	\$ 276,238.66
TASK 4	STRATEGIC PLANNING	\$ 931,423.75	\$ 1,164,060.24	\$ 2,095,483.98
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 54,181.02	\$ 784,853.63	\$ 839,034.65
	<i>SUBTOTAL MSP 252 - FRONTRUNNER FORWARD</i>			\$ 4,029,772.38
OTHER FRONT RUNNER FORWARD PROJECTS				
TASK 6	MSP140-Box Elder ROW	\$ 44,119.86	\$ 99,287.49	\$ 143,407.35
TASK 7	MSP193-Weber County CR ROW Preservation	\$ 17,281.75	\$ 43,975.06	\$ 61,256.82
TASK 8	MSP215-Sharp/Tintic Rail Consolidation	\$ 13,973.16	\$ 174,356.42	\$ 188,329.58
TASK 9	MSP264-South Valley Transit	\$ 429,302.03	\$ 107,349.06	\$ 536,651.09
	<i>SUBTOTAL MSP OTHER PROJECTS</i>			\$ 929,644.84
Note 3. Reflects escalation of Labor Rates (January 1, 2023 - May 27, 2023)				
TOTAL LABOR			\$ 2,974,036.72	\$ 4,959,417.22
EXPENSES				
		KIMLEY-HORN Expenses	SUBCONSULTANT Expenses	TOTAL EXPENSES
	Other Direct Costs	\$ 44,000.00	\$ 59,500.00	\$ 103,500.00
	2% Mark-up on Subconsultants	\$ 60,670.73		\$ 60,670.73
TOTAL EXPENSES				\$ 164,170.73
Total NOT TO EXCEED 5/27/22 - 5/27/2023				\$ 5,123,587.95

FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT
EXHIBIT B3.1 - ESTIMATED LABOR EFFORT BY TASK
Kimley-Horn, Horrocks, WSP

Prepared: APRIL 16, 2022

Task	Task Number	Kimley Horn					Horrocks						WSP													
		Sr. Professional II (S. Cantlon)	Sr. Professional II (B. Crowther)	Sr. Professional II (M. Dufallon)	Sr. Professional I (A. Andrews)	Strategic Advisor	Sr. Professional I	Sr. Consultant	Professional V	Professional IV	Professional III	Professional II	Professional I	Technician 3	Technician 2	Technician 1	Administrative Assistant	Implementation Lead (M. Carter)	Funding Advisor	Sr. Professional 1	Professional 1	Lead Estimator	Professional	Administrative Support	Strategic Advisor	Designer
Project Management	1	32%	20%	6%	5%	15%	5%	14%	5%	5%	5%	5%	10%	5%	10%	25%	10%	30%	0%	0%	0%	0%	0%	0%	0%	0%
Project Control	2	6%	2%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Stakeholder / Public Engagement	3	3%	0%	5%	90%	12%	0%	0%	20%	10%	0%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Strategic Planning	4	45%	38%	90%	5%	29%	45%	34%	50%	60%	40%	0%	0%	0%	45%	10%	22%	100%	25%	100%	25%	25%	25%	0%	0%	0%
Project Implementation/Delivery	5	6%	0%	0%	0%	0%	0%	0%	20%	60%	10%	0%	0%	0%	15%	25%	15%	0%	0%	0%	75%	75%	10%	75%	0%	0%
Other FRP-related Project Support																										
MSP140-Box Elder ROW	6	2%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	20%	0%	0%
MSP193-Weber County CR ROW Preservation	7	1%	2%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	20%	0%	0%	0%
MSP215-Sharon/Tintic Rail Consolidation	8	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	35%	0%	0%	0%	0%	20%	0%	0%	0%
MSP264-South Valley Transit	9	3%	5%	0%	0%	0%	50%	3%	0%	15%	0%	5%	5%	5%	0%	0%	0%	10%	0%	0%	0%	0%	20%	0%	0%	0%
Total Estimated Program Time Commitment		70%	35%	15%	40%	5%	30%	70%	20%	50%	50%	50%	20%	20%	20%	20%	90%	5%	10%	10%	10%	5%	30%	12%	5%	0%

Task Number	Task	Professional II (L. Scanlon)		Professional II (B. Crowther)		Professional II (M. Duford)		Strategic Advisor (A. Andrews)		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional I		Professional 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EXHIBIT B3.2 - ESTIMATED LABOR EFFORT BY TASK

ADDITIONAL SUBCONSULTANTS

Task	Task Number	DB ECO	Boothe Transit Consulting	CoCo Consult (DBE)	Padgett Properties	Holmes and Associates	Urban Artisans (Mike Brown)	Steer Group	CRSA	Kelly Braggert (Box Elder R/W Support)
Project Management	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Control	2	\$0	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0
Stakeholder / Public Engagement	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engagement Plan	3.1									
Implement Engagement Plan	3.2									
Engagement Tools	3.4									
Website and Social Media	3.5									
Strategic Planning	4	\$150,000	\$10,000	\$55,000	\$50,000	\$0	\$50,000	\$150,000	\$50,000	\$0
Project Implementation/ Delivery	5	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0
<i>Other FRF-Related Project Support</i>										
MSP140-Box Elder ROW	6									\$50,000
MSP193-Weber County CR ROW Preservation	7									
MSP215-Sharp/Tintic Rail Consolidation	8									
MSP264-South Valley Transit	9									
Total Labor by Firm		\$150,000	\$10,000	\$63,000	\$50,000	\$250,000	\$50,000	\$150,000	\$50,000	\$50,000

**FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES
CONSULTANT
EXHIBIT B4 - LABOR RATES**

Prepared: APRIL 16, 2022

KIMLEY-HORN & ASSOCIATES		
<u>Classification</u>	<u>YEAR 2 RATES</u>	
	5/27/2022 to 6/30/2022	7/1/2022 to 6/30/2023
Program Manager	\$239.46	-
Program Integration	\$242.77	-
Stakeholder and Engagement Lead	\$201.39	-
Strategic Business Plan and Planning Lead	\$260.60	-
Strategic Advisor	\$346.47	\$356.86
Sr. Consultant	\$295.02	\$312.72
Sr. Professional II	\$268.13	\$268.13
Sr. Professional I	\$227.96	\$240.85
Professional V	\$178.54	\$187.24
Professional IV	\$156.05	\$168.84
Analyst	\$114.07	\$121.03
Designer	\$130.39	\$137.91

HORROCKS ENGINEERS		
<u>Classification</u>	<u>YEAR 2 RATES</u>	
	5/27/2022 to 12/30/2022	1/1/2023 to 5/28/2023
Deputy Program Manager	-	-
Project Controls Lead	-	-
Professional V	\$315.00	\$324.45
Professional IV	\$270.00	\$278.10
Professional III	\$225.00	\$231.75
Professional II	\$200.00	\$206.00
Professional I	\$175.00	\$180.25
Technician 3	\$155.00	\$159.65
Technician 2	\$130.00	\$133.90
Technician 1	\$105.00	\$108.15
Administrative Assistance	\$80.00	\$82.40

WSP		
<u>Classification</u>	<u>YEAR 2 RATES</u>	
	5/27/2022 to 12/30/2022	1/1/2023 to 5/28/2023
Strategic Advisor	\$347.32	\$357.74
Implementation Lead	\$229.21	\$236.09
Funding Plan Mgt.	-	-
Funding Advisor	-	-
Sr. Professional 1	\$292.19	\$300.96
Sr. Professional	\$268.31	\$276.36
Technical Specialist	\$221.78	\$228.43
Professional 1	\$194.22	\$200.05
Professional	\$177.66	\$182.99
Jr. Professional	\$123.76	\$127.47
Designer	\$97.04	\$99.95
Administrative Support	\$95.35	\$98.21



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction

TITLE:

Change Order: Traction Power Substations (TPSS) Rehabilitation Change Order #009 Options 1 & 2 Cable Replacement (C3M Power Systems, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve change order 009 to the TPSS Rehab Contract with C3M Power Systems and authorize Executive Director to execute the change order and associated disbursements for cable replacements in the amount of \$2,563,081.

BACKGROUND:

UTA has an existing contract with C3M Power Systems LLC to design and rehabilitate its Traction Power Substations. This contract was approved by the Board of Trustees on June 23, 2021 and awarded to C3M on June 24, 2021. The substantial completion date for this contract is April 11, 2025.

The Base contract with C3M included completing a cable assessment to determine whether positive and negative feeder cables needed to be replaced as part of this contract. This assessment has been completed and UTA /C3M have identified the need to replace the positive parallel underground feeder between TPSS SRD1 (Delta Center) and the end of the single contact wire section at 700 S (STA 750+02). Options 1B and 1C will replace the positive feeder cables originating from SRT2 (300 S) and SRD1 (Delta Center), respectively. Option 2L and 2M will replace the negative return cables from the wayside to SRT2 (300 South) and SRD1 (Delta Center), respectively. Additionally, field testing found that TPSS Units E1 and E2 had defective positive cables and SRS11 had negative return cable issues. These options were included in the original contract, with the ability to execute at UTA's discretion.

DISCUSSION:

UTA Staff is requesting approval of change order 009 with C3M. It includes executing the contract options listed below for cable replacements at various locations:

Option 1B: SRT 300S - Will be replaced completely. This includes the parallel feeders that interface with SRD1 Delta Center.

Option 1C: SRD1 Delta Center - Replaces the positive feeders completely.

Option 1D: E1 200 E - Will only replace a set of 3-500s that are feeding from DS-8 at the pad mounted disconnect to the OCS feeder pole at STA. 22+44.

Option 1E: E2 900 E - Will only replace a set of 3-500s from DC Feeder Breaker F1 to the pad mounted disconnect switch DS-16.

Option 2D: SRS11 Sugar Highway - Will only replace a set of 6-500s from the negative cubicle to the termination on the tracks.

Option 2L: SRT 300 S and Option 2M: SRD1 Delta Center - Will be replaced completely.

This change order also includes changing the DC Feeder Cable specification from a B Class to a G Class Flexible Strand. For all 500 MCM cables, both positive and negative shall be a G259 and for all 750 MCM cables, both positive and negative shall be G427 strand.

CONTRACT SUMMARY:

Contractor Name:	C3M Power Systems, LLC
Contract Number:	20-03378-09VW
Base Contract Effective Dates:	June 24, 2021 - April 11, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$41,491,398
Amendment Amount:	\$2,563,081
New/Total Contract Value:	\$44,054,479
Procurement Method:	RFP best value modification
Budget Authority:	Local & Federal Funds: TPSS/OCS Rehab Budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

This budget is included in the 2022 Capital Program.

ATTACHMENTS:

Change Order: Traction Power Substations (TPSS) Rehabilitation Change Order #009 Options 1 & 2 Cable Replacement (C3M Power Systems, LLC)

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



CHANGE ORDER

No. 9

TITLE: C3M - Option 1 and 2 Feeder Cable Replacement

DATE: 4/15/2022

PROJECT/CODE: SGR397 - TPSS Component Replacement

This is a change order to
CONTRACT No: 20-03378VW

TO: C3M

ATTN: Salvador Benitez

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

The following change order refers to the execution of Option 1 and Option 2 of the TPSS Rehabilitation Contract with respect to the replacement of the positive parallel underground feeder between TPSS SRD1 (Delta Center) and the end of the single contact wire section at 700 S (STA 750+02). Options 1B and 1C will replace the positive feeder cables originating from SRT2 (300 S) and SRD1 (Delta Center), respectively. Option 2L and 2M will replace the negative return cables from the wayside to SRT2 (300 South) and SRD1 (Delta Center), respectively.

This change order will also incorporate the replacement of underground positive and negative TPSS feeders for substations E1, E2, and SRS11. Inspection and testing of the TPSS Feeders found that certain cables need to be replaced for safe operations. Field testing found that TPSS Units E1 and E2 had defective positive cables and SRS11 had negative return cable issues. Therefore, this PCO will seek to execute Options 1D (for E1 positive), 1E (for E2 positive), and 2D (for SRS11 negative return).

Also, a change of cable material is sought for this PCO for all positive traction power feeder cables throughout the project. The original contract for the TPSS Rehabilitation Project specified rigid cables for positive feeders (solid cable, not stranded), but specified flexible stranded cable for negative feeders. UTA Systems group is seeking to change the cable material for all positive feeder cables throughout the project to reflect those used for the negative feeders for uniformity, ease of installation, and as a new general policy.

Direction or Authorization to Proceed (DAP) previously executed: YES ____ NO X__It is mutually agreed upon, there is a schedule impact due to this Change order: YES ____ NO X__

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$2,563,081	Original Contract Sum:	\$38,077,408	Final Completion Date Prior to This Change:	4/11/2025
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$3,413,990	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$41,491,398	Final Completion Date as of This Change Order:	4/11/2025
T&M NTE:	-	Net Change This Change Order:	\$2,563,081		
Total:	\$2,563,081	Current Project Total:	\$44,054,479		

ACCEPTED Signed by:

By: Salvador Benitez Jr.Date: 5/3/2022

Salvador Benitez
C3M

By: _____
 Date: _____

Jared Scarbrough
Project Manager <\$25,000

By: _____
 Date: _____

Jared Scarbrough
Acting Dir. of Capital Construction <\$75,000

By: _____
 Date: _____

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

By: _____
 Date: _____

Brian Motes
Procurement

By: _____
 Date: _____

Michael Bell
Legal Review

By: _____
 Date: _____

Jay Fox
Executive Director >\$200,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	20-03378VW C3M
-----------------	-----------------------

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$38,077,408	
1	7/9/2021	\$0	\$38,077,408	Amendment #1
2	8/20/2021	\$0	\$38,077,408	Amendment #2
3	3/18/2022	\$82,684	\$38,160,092	One Click and Trip (Impulse)
4	3/18/2022	\$2,694,731	\$40,854,823	Two (2) Additional DC Breakers
5	3/18/2022	\$121,766	\$40,976,589	Atwood Three (3) Additional Tie-Switches
6	3/18/2022	\$94,192	\$41,070,781	300 South Bypass Switches
7	4/15/2022	\$101,525	\$41,172,306	C3M - Midvale Shop ETS Trip
8	4/15/2022	\$319,092	\$41,491,398	C3M - OCS Overlap Conversion
Total to Date		\$ 3,413,990		



C3M Power Systems Change Proposal

Utah Transit Authority
669 West 200 South
Salt Lake City, UT, 84101

4/5/2022

ATTN: Jared Scarbrough

21036M1 UTA SOGR TPSS REHAB
C3M Contract #20-03378 CCN #810013

SUBJECT: Option 1 & 2 Feeder Cable Replacement

REFERENCE: Utah Transit Authority Construction Change Directive #

Dear Mr. Jared Scarbrough:

We propose to furnish and install the necessary electrical work in accordance with the above reference(s) in addition to our electrical contract price for the sum of **\$2,563,081.28**. Please see the accompanying documentation to substantiate this proposal.

Regarding the project construction schedule, this additional work will require an extension of time of **00** calendar days. Our costs associated with our request for time extension are included in our proposal. Costs associated with preparing modification of the contract schedule program are excluded from our quotation.

We need to be advised that the proposed change will proceed or has been cancelled in order for us to coordinate our electrical installation with the work of other trades. We will be pleased to proceed with this work upon receipt of your change order in the above amount.

Sincerely,

Salvador Benitez Jr
Project Manager
salvador.benitezjr@c3mpowersystems.com

C3M Power Systems, LLC
1030 Hampton Park Boulevard, Suite 200
Capitol Heights, Maryland , 20743
240-319-2322

ORIGINAL



C3M POWER SYSTEMS CHANGE PROPOSAL

CCN# 810013
Date: 4/5/2022
Project Name: 21036M1 UTA SOGR TPSS REHAB
Project Number: 21036M1 UTA SOGR TPSS REHAB

Work Description

Our Scope Includes the Following:

- Price proposal includes the current unit pricing to remove and reinstall the Positive and Negative DC Feeder Cables identified during the feeder cable assessments. The options being exercised by UTA are as follows: Option 1B - SRT2 300 S , Option 1C - SRD1 Delta Center, Option 1D - E1 200 E, Option 1E - E2 900 E, Option 2D - SRS11 Sugar Hwy, Option 2L - SRT2 300 S, and Option 2M - SRD1 Delta Center
- Option 1B SRT 300S will be replaced complete. This includes the parallel feeders that interface with SRD1 Delta Center.
- Option 1C SRD1 Delta Center replaces the positive feeders complete.
- Option 1D - E1 200 E will only replace a set of 3-500s that are feeding from DS-8 at the pad mounted disconnect to the OCS feeder pole at STA. 22+44.
- Option 1E - E2 900 E will only replace a set of 3-500s from DC Feeder Breaker F1 to the pad mounted disconnect switch DS-16.
- Option 2D - SRS11 Sugar Highway will only replace a set of 6-500s from the negative cubicle to the termination on the northbound tracks.
- Option 2L SRT 300 S and Option 2M - SRD1 Delta Center will be replaced complete.
- Pricing also includes the cost associated with changing the DC Feeder Cable specification from a B Class to a G Class Flexible Strand. For all 500 MCM cables, both positive and negative shall be a G259 and for all 750 MCM cables, both positive and negative shall be G427 strand.

Our Scope Excludes the Following:

- The pricing is subject to the current market conditions and copper escalation/de-escalation if additional options are to be exercised by UTA.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **30** days from the date of receipt.

We request a time extension of **0** days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN# 810013**.

Itemized Breakdown

Description	Qty	Total Mat.
Cable Specification Change	1	89,864.81
Option 1B - SRT2 300 S	40,895	1,944,148.30
Option 1C - SRD1 Delta Center	4,830	205,902.90
Option 1D - E1 200 E	2,050	77,900.00
Option 1E - E2 900 E	100	3,900.00
Option 2D - SRS11 Sugar Hwy	900	34,200.00
Option 2L - SRT2 300 S	3,500	140,000.00

ORIGINAL

C3M POWER SYSTEMS CHANGE PROPOSAL

CCN# 810013
Date: 4/5/2022
Project Name: 21036M1 UTA SOGR TPSS REHAB
Project Number: 21036M1 UTA SOGR TPSS REHAB

Description	Qty	Total Mat.	Total Hrs.
Option 2M - SRD1 Delta Center	500	20,000.00	0.00
Totals	52,776	2,515,916.01	0.00

Summary

P&P Bond	(@ 0.879 %)	22,114.90
Limited Liability	(@ 0.987 %)	25,050.37
Subtotal		2,563,081.28
Final Amount		\$2,563,081.28

CLIENT ACCEPTANCE

CCN # 810013
Final Amount: \$2,563,081.28

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

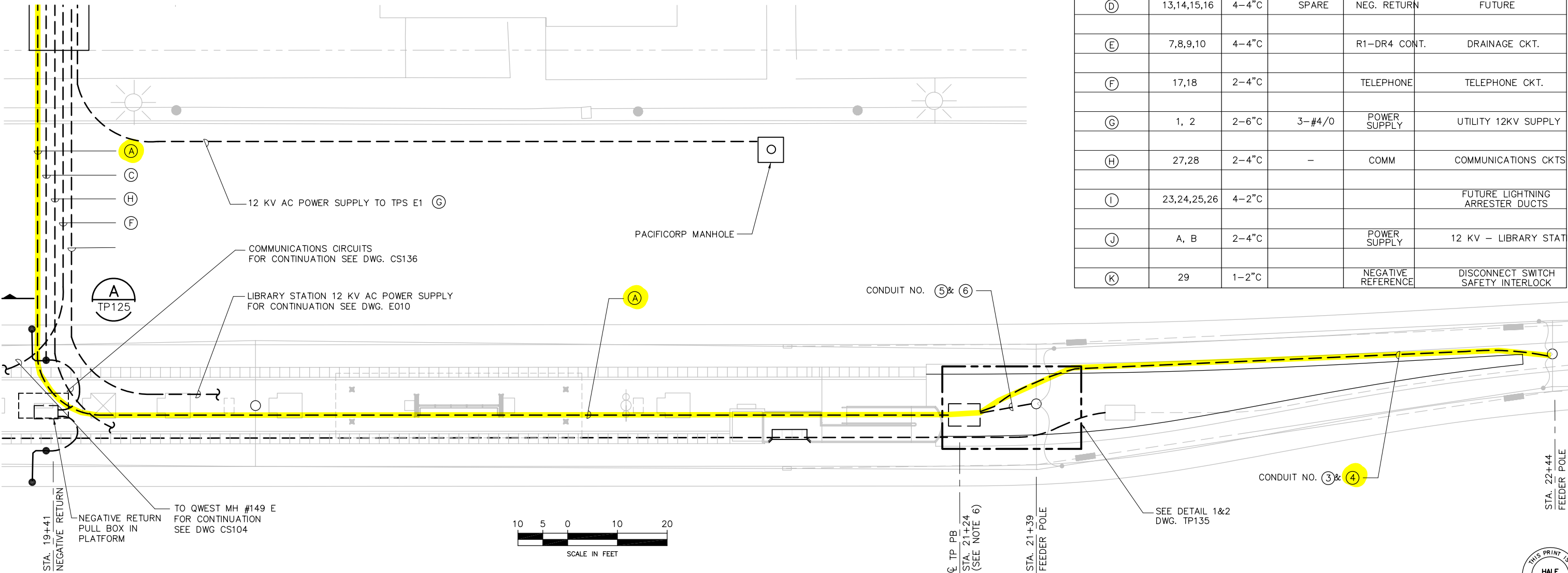
Bid Item	SUBMITTED TO UTA			Updated Pricing (Update in Copper & Spec Change)			750	500	
	LF	Unit Price	Price Submitted to UTA	LF	Updated Unit Price	Total - Final			
Option 1B (With Demo)				3339			X		Unit Price Increase %
Option 1B Parallel Feeders	21002	\$ 38.06	\$ 799,336.12	37556	\$ 47.54	\$ 1,944,148.30	X		
Option 1C (With Demo)				4830			X		Labor
Option 1C Parallel Feeders	31352	\$ 36.16	\$ 1,133,688.32	0	\$ 42.63	\$ 205,902.90	X		Copper
Option 1D (With Demo)	6996	\$ 32.73	\$ 228,979.08	2050	\$ 38.00	\$ 77,900.00		X	Type
Option 1E (With Demo)	4140	\$ 33.73	\$ 139,642.20	100	\$ 39.00	\$ 3,900.00		X	
Option 2D	900	\$ 32.24	\$ 29,016.00	900	\$ 38.00	\$ 34,200.00		X	Increase
Option 2L (With Demo)	4140	\$ 33.31	\$ 137,903.40	3500	\$ 40.00	\$ 140,000.00		X	25%
Option 2M (With Demo)	12420	\$ 33.48	\$ 415,821.60	500	\$ 40.00	\$ 20,000.00		X	
SUB TOTAL	80950		\$ 2,884,386.72	52775		\$ 2,426,051.20	4	5	

Option 1D. Positive OCS Cable Replacement at E1

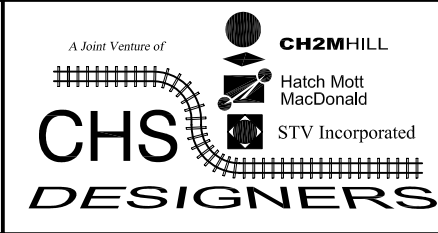
1. CONTRACTOR SHALL INSTALL PVC CONDUITS FOR THE UTILITY POWER SUPPLY IN ACCORDANCE WITH PACIFICORP REQUIREMENTS.
2. FOR SYMBOLS AND ABBREVIATIONS AND GENERAL NOTES, SEE DWG. TP100.
3. FOR FOUNDATION AND GROUND MAT REQUIREMENTS, SEE DWG. TP119 TP120, TP121 & TP122.
4. CONNECT NEGATIVE RETURN CABLES AT TRACKS WB AND EB. SEE DWG. TP131, TP132 & TP133.
5. ALL DUCTBANKS SHALL BE CONCRETE ENCASED, SEE DWG. TP125.
6. USE PULL BOX WITH MINIMUM DIMENSIONS 72" LONG X 48" WIDE X 52" HIGH FOR THE POSITIVE FEEDERS.

RACEWAY AND CABLE INSTALLATION SCHEDULE					
DUCT BANK DESIGNATION (SEE NOTE 5)	CONDUIT		CABLE NO. & SIZE	FEEDER DESCRIPTION	CONDUIT ASSIGNMENT
	NUMBER (SEE DWG TP120)	SIZE			
(A)	3	1-4"C	3-500 MCM	DC POSITIVE	FEEDER EB, EAST SIDE
	4	1-4"C	3-500 MCM	DC POSITIVE	FEEDER WB, EAST SIDE
	5	1-4"C	3-500 MCM	DC POSITIVE	FEEDER EB, WEST SIDE
	6	1-4"C	2-500 MCM	DC POSITIVE	FEEDER WB, WEST SIDE
(B)	19,20	2-4"C	SPARE	DC POSITIVE	FUTURE
	21,22	2-4"C	SPARE	DC POSITIVE	FUTURE
(C)	11	1-4"C	3-500 MCM	NEG. RETURN	FEEDER EB NEG. RETURN
	12	1-4"C	3-500 MCM	NEG. RETURN	FEEDER WB NEG. RETURN
(D)	13,14,15,16	4-4"C	SPARE	NEG. RETURN	FUTURE
(E)	7,8,9,10	4-4"C		R1-DR4 CONT.	DRAINAGE CKT.
(F)	17,18	2-4"C		TELEPHONE	TELEPHONE CKT.
(G)	1, 2	2-6"C	3-#4/0	POWER SUPPLY	UTILITY 12KV SUPPLY
(H)	27,28	2-4"C	-	COMM	COMMUNICATIONS CKTS
(I)	23,24,25,26	4-2"C			FUTURE LIGHTNING ARRESTER DUCTS
(J)	A, B	2-4"C		POWER SUPPLY	12 KV - LIBRARY STATION
(K)	29	1-2"C		NEGATIVE REFERENCE	DISCONNECT SWITCH SAFETY INTERLOCK

FOR CONTINUATION OF UNDERGROUND RACEWAY DETAIL, SEE DWG TP105



REVISION BLOCK		
△		
△		
△		
△	2/15/02	AS-BUILT
△	12/7/00	ISSUED FOR CONSTRUCTION
REV	DATE	Description



Designed By:	R. WILSON
Drawn By:	N. PURIFICACION
Checked By:	F. JOAQUIN
Approved By:	J. ADELA

TRACTION POWER SYSTEM
200 EAST SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLAN
SUBSTATION TPS E1
SHEET 2 OF 2

Scale:	AS SHOWN
CADD Filename:	TP106AB.DWG
Submittal Date	12/07/00
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	TP106
Sheet No.:	90



Option 1D.

Positive OCS Cable Replacement at E1

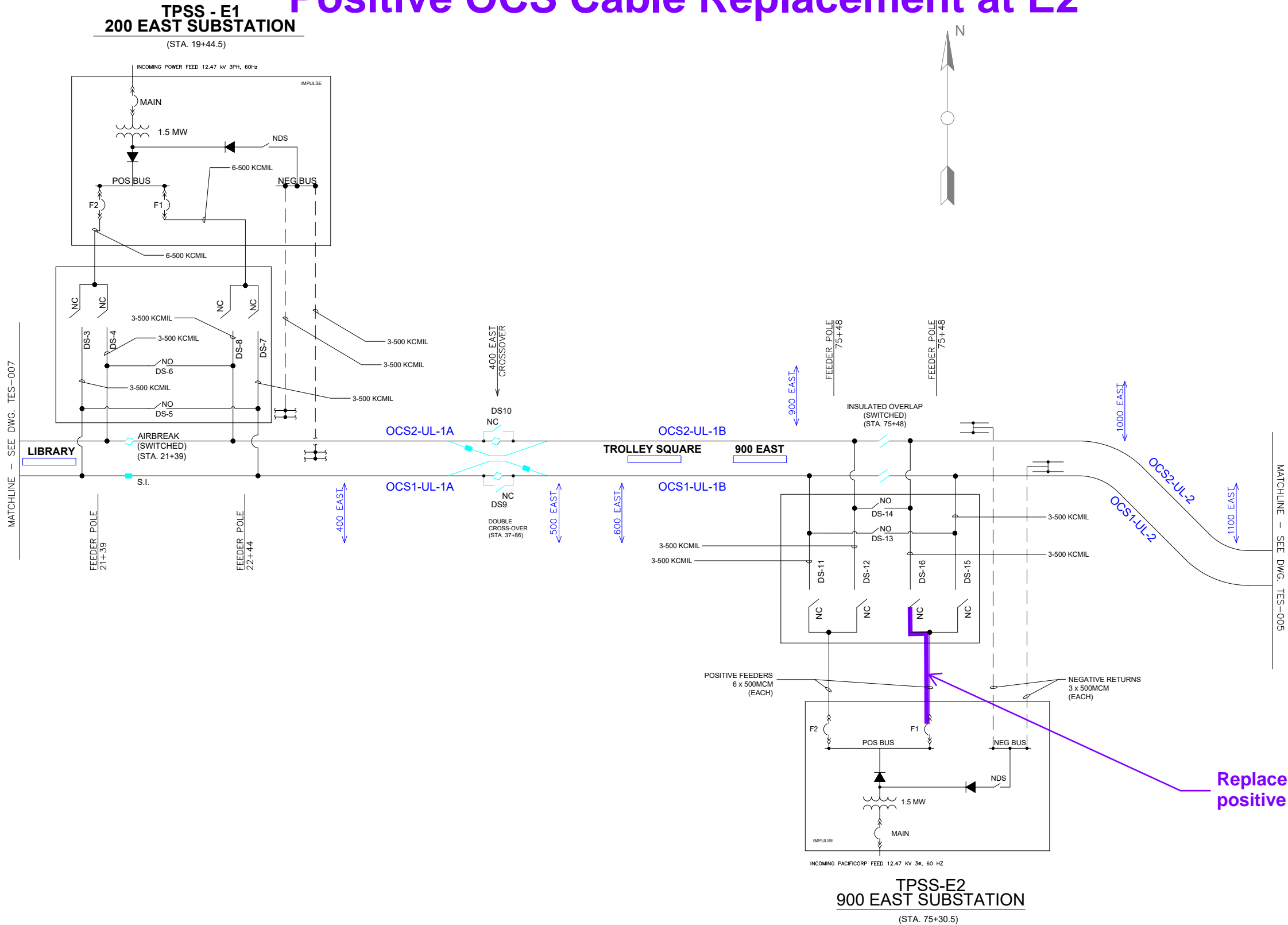
COMMENTS / NOTES

The POS feeder cables at E1 200E passed megger testing from the feeder breakers to the OCS. One cable from DS-07 to OCS tested 1GOhm but still above the 5MOhm lower limit set by UTA. Another cable from DS-08 to OCS was found to be cut at both ends (see pictures below). The cable tested good (2.2 GOhms) but is recommended for replacement to bring the system back to its original state. The two adjacent cables that share a conduit with this cable will also need to be replaced to facilitate installation. The NEG cables were not tested at this location as they are welded to the embedded rail with no impedance bonds to disconnect and test from.



Cut POS feeder cable inside DS-08

Option 1E.
Positive OCS Cable Replacement at E2



Replace 3x500MCM
positive OCS cables

REV	DATE	DESCRIPTION
1	02/11/2022	DRAFT SUBMITTAL

HNTB
7730 S. UNION PARK AVE. STE. 110
MIDVALE, UT 84047
PHONE: 801-656-2101

UTA
UTAH TRANSIT AUTHORITY

CONTRACT NO.: 20210623

DESIGNED BY:	K TEGATZ
DRAWN BY:	J HURLBURT
CHECKED BY:	F PIERSON
APPROVED BY:	D FARLEY

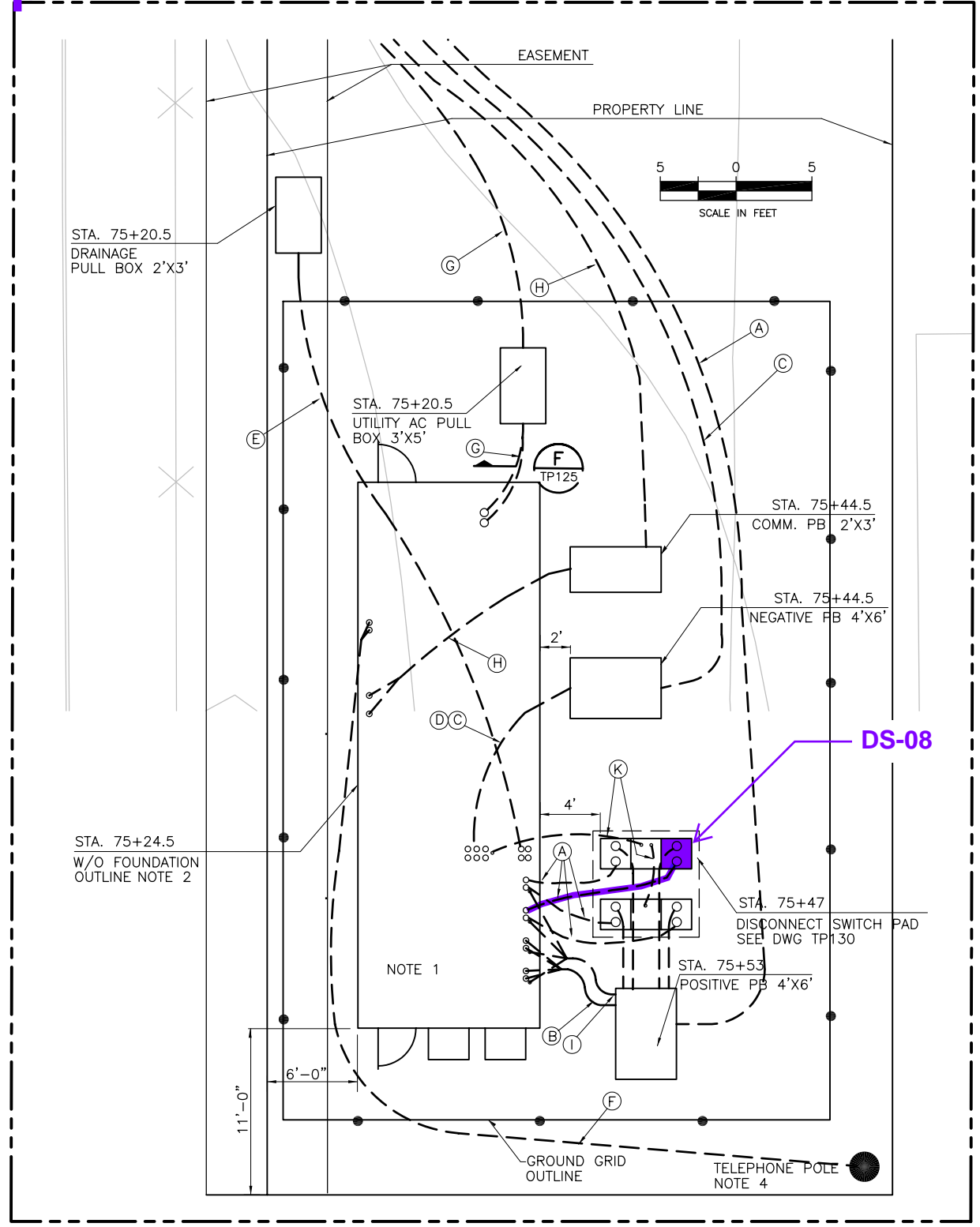
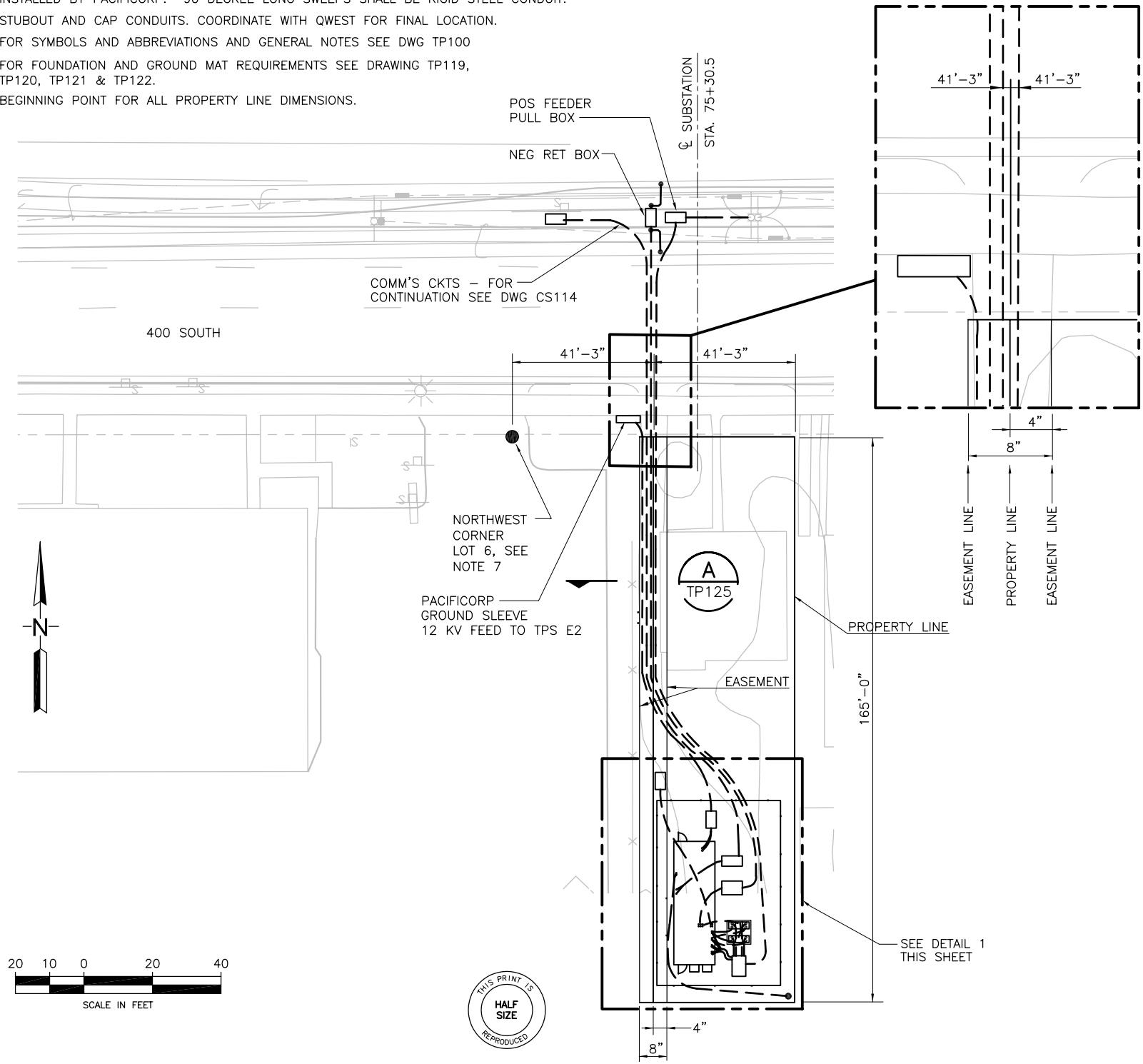
UTA SYSTEMS ENGINEERING
UTA TRACTION ELECTRIFICATION SYSTEM
SPRING 2022
UNIVERSITY ALIGNMENT

SCALE:	NOT TO SCALE
CADD FILENAME:	TES_004.DWG
SUBMITTAL DATE:	02/11/2022
DRAWING No.:	TES-004
SHEET No.:	4 OF 23

Option 1E. Positive OCS Cable Replacement at E2

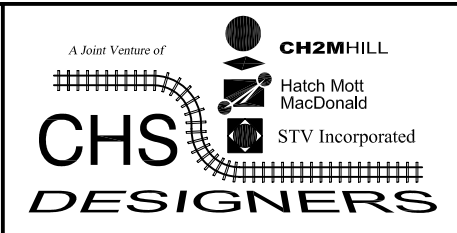
NOTES:

1. FOR RACEWAY AND CABLE INSTALLATION SCHEDULE REFER TO DWG TP108. INSTALL SUFFICIENT CABLE FOR CONNECTION FROM DC SWITCHGEAR TO DISCONNECT SWITCHES, OCS AND RAIL.
2. STATIONING OF EQUIPMENT ALIGNS WITH SIDE THAT ARROW POINTS TO (TYP.)
3. CONTRACTOR SHALL COORDINATE AND INSTALL PVC CONDUITS FOR THE UTILITY POWER SUPPLY IN ACCORDANCE WITH PACIFICORP REQUIREMENTS. GROUND SLEEVE SUPPLIED/ INSTALLED BY PACIFICORP. 90 DEGREE LONG SWEEPS SHALL BE RIGID STEEL CONDUIT.
4. STUBOUT AND CAP CONDUITS. COORDINATE WITH QWEST FOR FINAL LOCATION.
5. FOR SYMBOLS AND ABBREVIATIONS AND GENERAL NOTES SEE DWG TP100
6. FOR FOUNDATION AND GROUND MAT REQUIREMENTS SEE DRAWING TP119, TP120, TP121 & TP122.
7. BEGINNING POINT FOR ALL PROPERTY LINE DIMENSIONS.



DETAIL 1

REVISION BLOCK		
△		
△		
△	2/15/02	AS-BUILT
△	5/4/01	CORRECTED STUDUP LOCATION OF CONDUIT #28
△	12/7/00	ISSUED FOR CONSTRUCTION
REV	DATE	Description



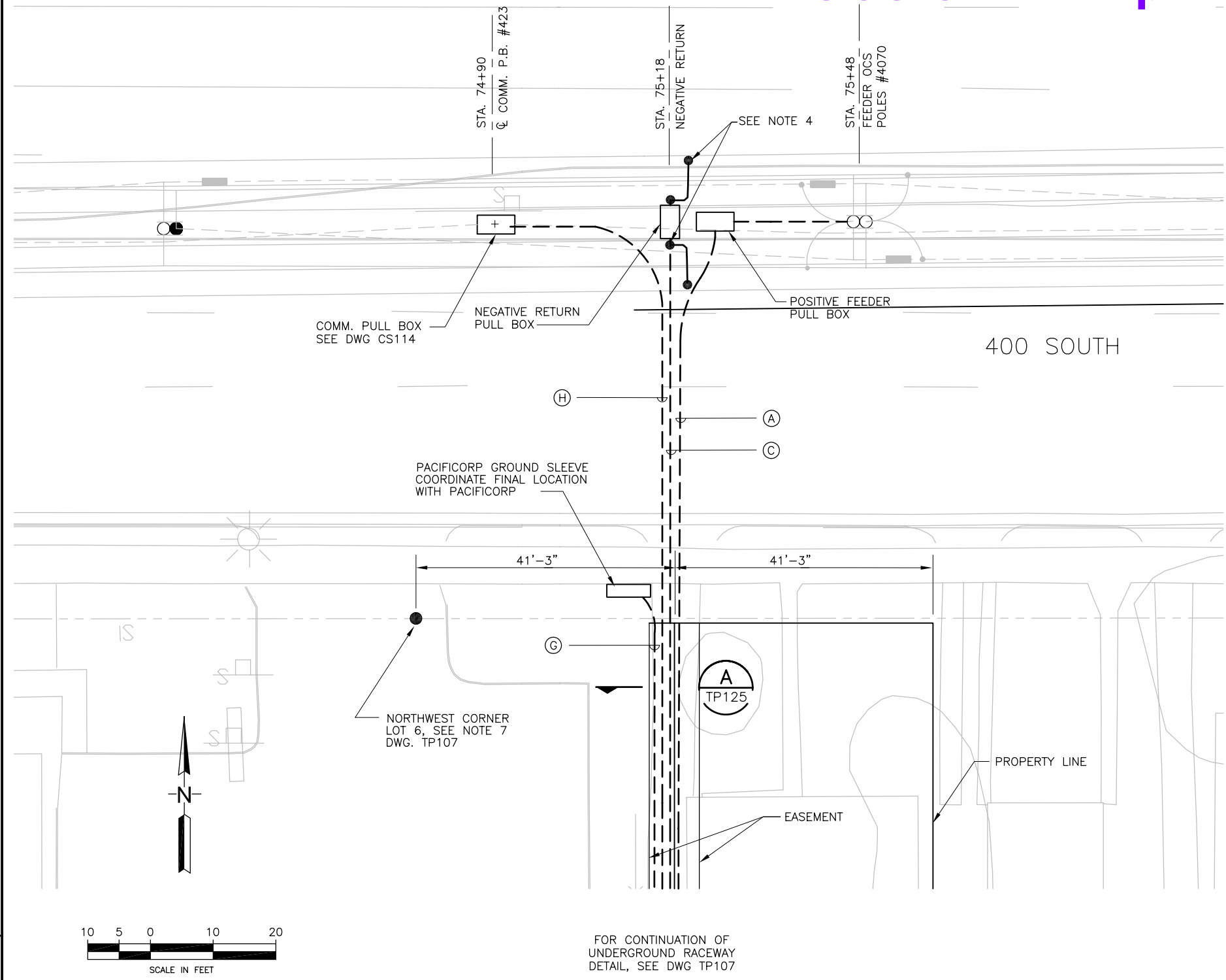
Designed By:	R. WILSON
Drawn By:	N. PURIFICACION
Checked By:	F. JOANINO
Approved By:	J. ADELA

TRACTION POWER SYSTEM
900 EAST SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLANS
SUBSTATION TPS E2
SHEET 1 OF 2

Scale:	AS SHOWN
CADD Filename:	TP107AB.DWG
Submittal Date	12/07/00
UTA Contract No.:	UT99-05VT-DB WE
Drawing No.:	TP107
Sheet No.:	91

Option 1E.

Positive OCS Cable Replacement at E2

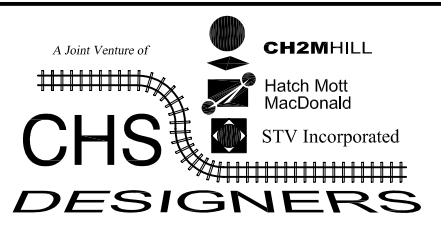


RACEWAY AND CABLE INSTALLATION SCHEDULE					
DUCT BANK DESIGNATION (SEE NOTE 5)	CONDUIT		CABLE NO. & SIZE	FEEDER DESCRIPTION	CONDUIT ASSIGNMENT
	NUMBER (SEE DWG TP120)	SIZE			
A	3	1-4"C	3-500 MCM	DC POSITIVE	FEEDER EB, EAST SIDE
	4	1-4"C	3-500 MCM	DC POSITIVE	FEEDER WB, EAST SIDE
	5	1-4"C	3-500 MCM	DC POSITIVE	FEEDER EB, WEST SIDE
	6	1-4"C	3-500 MCM	DC POSITIVE	FEEDER WB, WEST SIDE
B	19,20	2-4"C	SPARE	DC POSITIVE	FUTURE
	21,22	2-4"C	SPARE	DC POSITIVE	FUTURE
C	11	1-4"C	3-500 MCM	NEG. RETURN	FEEDER EB NEG. RETURN
	12	1-4"C	3-500 MCM	NEG. RETURN	FEEDER WB NEG. RETURN
D	13,14,15,16	4-4"C	SPARE	NEG. RETURN	FUTURE
E	7,8,9,10	4-4"C		DR1-DR4	DRAINAGE CKT.
F	17,18	2-4"C		TELEPHONE	TELEPHONE CKT.
G	1,2	2-6"C	3-#4/0	POWER SUPPLY	UTILITY 12KV POWER SUPPLY
H	27,28	2-4"C	-	COMM	COMMUNICATIONS CKTS
I	23,24,25,26	4-2"C			FUTURE LIGHTNING ARRESTER DUCTS
K	29	1-2"C		NEGATIVE REFERENCE	DISCONNECT SWITCH SAFETY INTERLOCK

- NOTES:
- CONTRACTOR SHALL INSTALL PVC CONDUITS FOR THE UTILITY POWER SUPPLY IN ACCORDANCE WITH PACIFICORP REQUIREMENTS.
 - FOR SYMBOLS AND ABBREVIATIONS AND GENERAL NOTES, SEE DWG TP100.
 - FOR FOUNDATION AND GROUND MAT REQUIREMENTS, SEE DRAWING TP119 TP120, TP121, TP122 & TP123.
 - CONNECT NEGATIVE RETURN CABLES AT TRACKS WB AND EB. SEE DWG TP131, TP132 & TP133.
 - ALL DUCTBANKS SHALL BE CONCRETE ENCASED, SEE DETAILS DWG TP125



REVISION BLOCK		
Δ		
Δ		
Δ		
6	2/15/02	AS-BUILT
Δ	12/7/00	ISSUED FOR CONSTRUCTION
REV	DATE	Description



Designed By: R. WILSON
Drawn By: N. PURIFICACION
Checked By: F. JOANINO
Approved By: J. ADELA

TRACTION POWER SYSTEM

900 EAST SUBSTATION

UNDERGROUND RACEWAY AND CABLE PLANS

SUBSTATION TPS E2

SHEET 2 OF 2

Scale: AS SHOWN	
CADD Filename: TP108AB.DWG	
Submittal Date 12/07/00	
UTA Contract No.: UT99-05VT-DB WE	
Drawing No.: TP108	Sheet No.: 92

I:\LRT PROJECTS\University LRT Project\U-Line As-Built\02\Systems\TP108AB.dwg, Layout1, 12/29/2005 12:47:04 PM, Carlos Slama

P:\University LRT Extension Project\HMA AS BUILT\TP108AB.dwg, 02-13-02 11:35:57

Option 1E.

Positive OCS Cable Replacement at E2

UTA Job: 20-03378VW
C3M Job: 21036M1



TPSS: E2

From / To: DSL6 TO FEEDER 2 BREAKER

Wire #	Wire Nomenclature	Correct Tagging Verified (Check = Yes)	Termination Point Verified (Check = Yes)	Continuity Verified (Check = Yes)	Resistance to Ground (OHMS) or Megger Max. Designation (Enter Value)	Resistance to Adjacent Cable Wire (Check = Complete)
1	DSL6-4	✓	✓	✓	2.6 MΩ	✓
2	DSL6-5	✓	✓	✓	2.2 GΩ	✓
3	DSL6-6	✓	✓	✓	2.2 GΩ	✓
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Tested By: JASON WOLFE

Witnessed By: [Signature]

Date: 02/18/2022

Ambient Temp: 31°F % Humidity: 62%

Option 1E.

Positive OCS Cable Replacement at E2

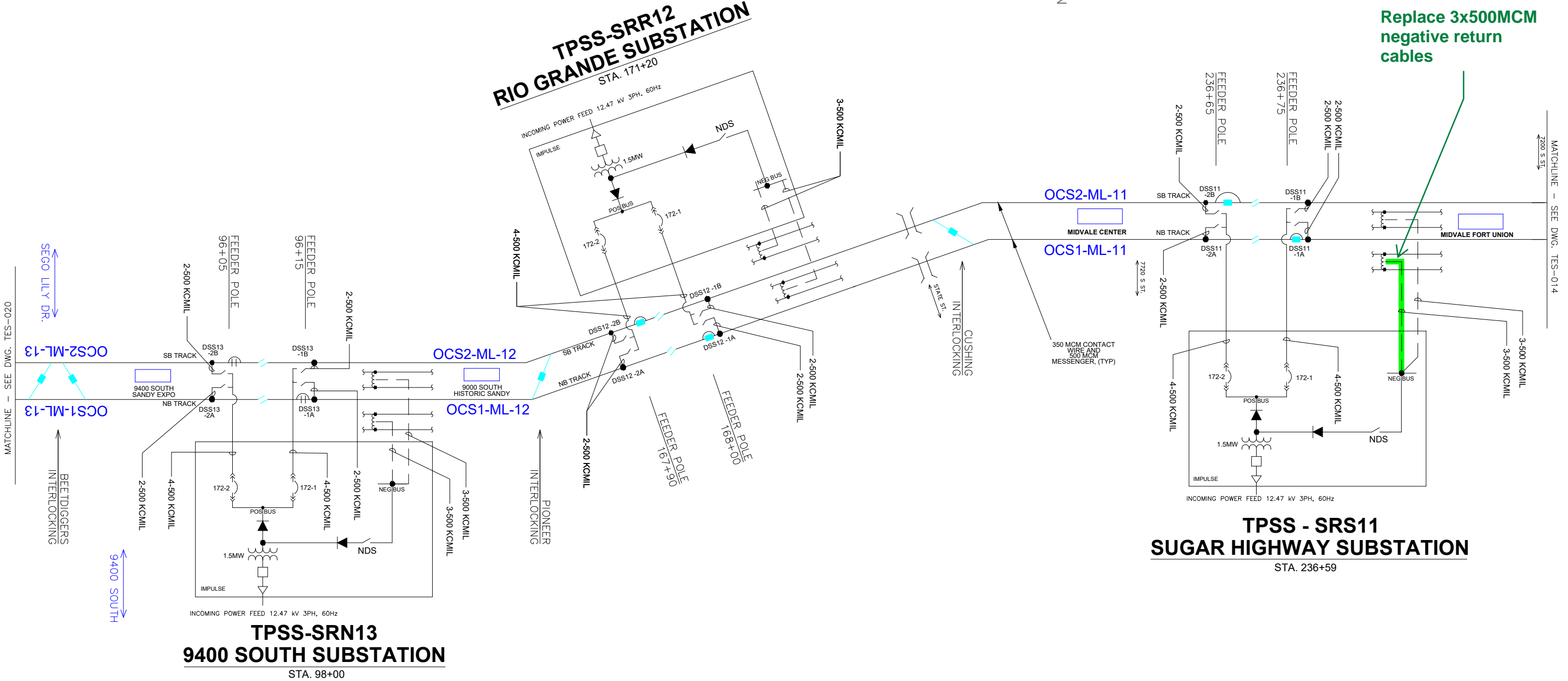
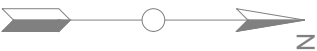
COMMENTS / NOTES

The POS feeder cables at E2 900E were megger testing from the feeder breakers to the OCS. One cable from Feeder Breaker 2 to DS-16 tested at 2.6 MOhms which is below the limit of 5 MOhms set by the UTA and is recommended for replacement. The cable was marked with orange tape to identify it (see photos). The two adjacent cables that share a conduit with this cable will also need to be replaced to facilitate installation. Other cables from DS-11 to OCS and DS-16 to OCS tested below the max of 2.2 GOhms but above the lower limit of 5 MOhms (see megger sheets). The NEG cables were not tested at this location as they are welded to the embedded rail with no impedance bonds to disconnect and test from.



Failed POS cable marked with orange tape inside Feeder Breaker 2

Option 2D.
Negative Return Cable Replacement at
SRS11



REV	DATE	DESCRIPTION
1	02/11/2022	DRAFT SUBMITTAL

HNTB

7730 S. UNION PARK AVE. STE. 110
MIDVALE, UT 84047
PHONE: 801-656-2101

UTA
UTAH TRANSIT AUTHORITY

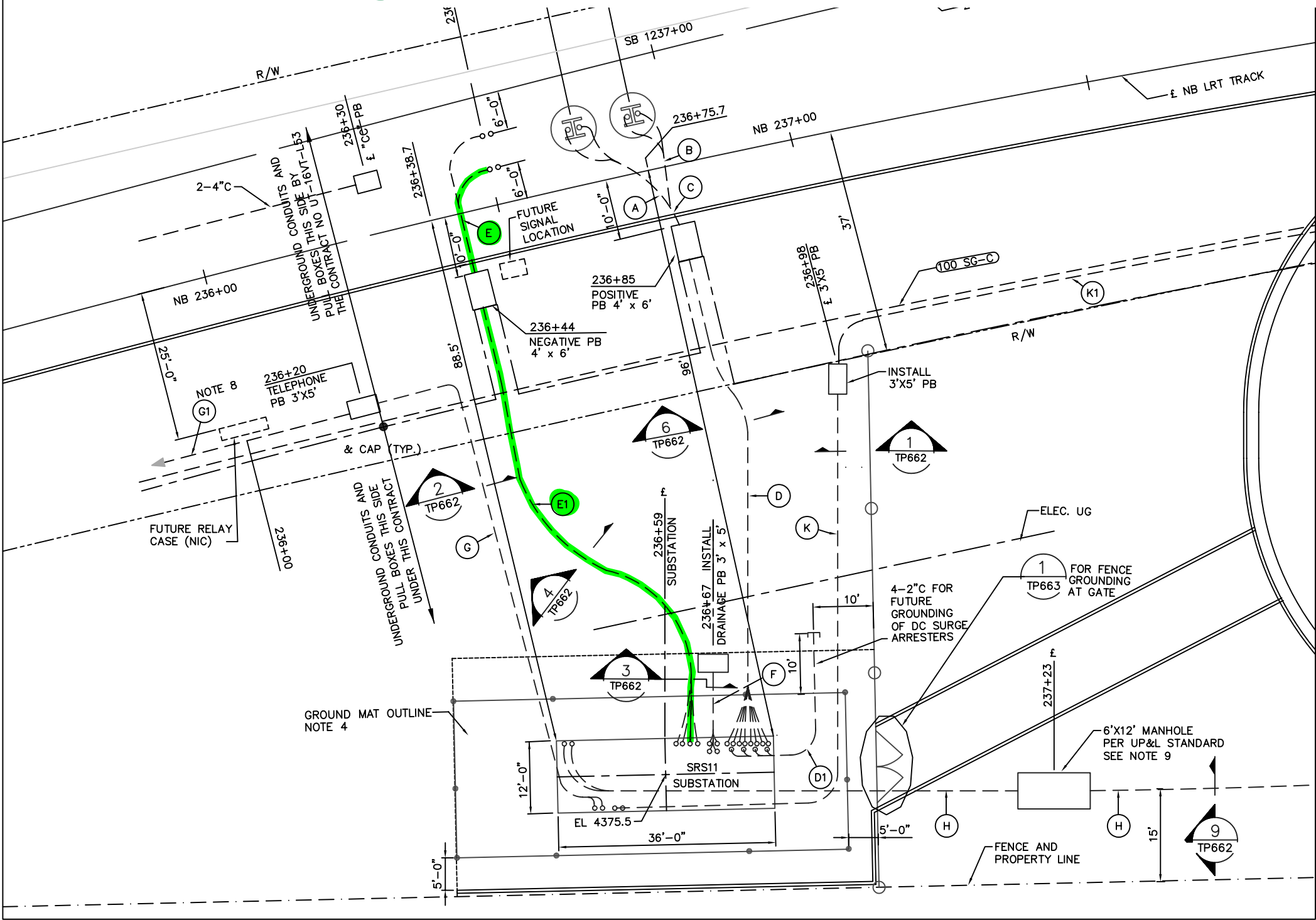
CONTRACT NO.: 20210623

DESIGNED BY: K TEGATZ
DRAWN BY: J HURLBURT
CHECKED BY: F PIERSON
APPROVED BY: D FARLEY

UTA SYSTEMS ENGINEERING
UTA TRACTION ELECTIFICATION SYSTEM
SPRING 2022
DRAPER ALIGNMENT

SCALE: NOT TO SCALE
CADD FILENAME: TES_019.DWG
SUBMITTAL DATE: 02/11/2022
DRAWING No.: TES-019
SHEET No.: 19 OF 23

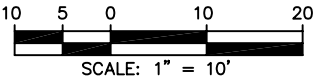
Option 2D.
Negative Return Cable Replacement at SRS11



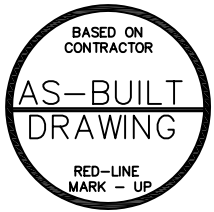
RACEWAY AND CABLE INSTALLATION SCHEDULE				
DUCT BANKS	CONDUIT	CABLE	FEEDER	CONDUIT ASSIGNMENT
(A)	1-4" (NIC)	2-500 MCM	172-2	FEEDER SOUTH SECTION
	1-4" (NIC)	2-500 MCM	172-2	FEEDER SOUTH SECTION
(B)	1-4" (NIC)	2-500 MCM	172-1	FEEDER NORTH SECTION
	1-4" (NIC)	2-500 MCM	172-1	FEEDER NORTH SECTION
(C)	1-4" (NIC)	2-500 MCM	172-2	FEEDER SOUTH SECTION
	1-4" (NIC)	2-500 MCM	172-2	FEEDER SOUTH SECTION
	1-4" (NIC)	2-500 MCM	172-1	FEEDER NORTH SECTION
	1-4" (NIC)	2-500 MCM	172-1	FEEDER NORTH SECTION
(D)	4-2"	--	--	FUTURE GROUNDING OF DC SURGE ARREST
(D)	1-4"	2-500 MCM	172-2	FEEDER SOUTH SECTION
	1-4"	2-500 MCM	172-2	FEEDER SOUTH SECTION
	1-4"	2-500 MCM	172-1	FEEDER NORTH SECTION
	1-4"	2-500 MCM	172-1	FEEDER NORTH SECTION
	2-4"	SPARE		FUTURE SOUTH SECTION
	2-4"	SPARE		FUTURE NORTH SECTION
(E)	1-4"	3-500 MCM		NEGATIVE RETURN
	1-4"	3-500 MCM		NEGATIVE RETURN
	2-4"	SPARE		FUTURE NEGATIVE RETURN
(E)	1-4" (NIC)	3-500 MCM		NEGATIVE RETURN
	1-4" (NIC)	3-500 MCM		NEGATIVE RETURN
	2-4" (NIC)	SPARE		FUTURE NEGATIVE RETURN
(F)	4-4"	--	DR1-DR4 CONTACTORS	DRAINAGE CKT
(G)	2-4"	--		TELEPHONE
(G)	2-4" NOTE 8 (NIC)	--		TELEPHONE
(H)	2-6" NOTE 1	--		UTILITY 12KV POWER SUPPLY
(K)	2-2"	--		COMMUNICATION
(K)	2-2" (NIC)	--		COMMUNICATION

- NOTES:
- CONTRACTOR SHALL INSTALL PVC CONDUITS FOR THE UTILITY POWER SUPPLY IN ACCORDANCE WITH UP & L REQUIREMENTS.
 - NOT USED.
 - FOR SYMBOLS AND ABBREVIATIONS AND GENERAL NOTES, SEE DWG TP601.
 - FOR FOUNDATION AND GROUND MAT REQUIREMENTS, SEE DRAWING TP661 AND TP664.
 - FOR FEEDER CABLE CONNECTION AT POLE MOUNTED DISCONNECT SWITCHES, SEE DWG TP603 AND TP668.
 - CONNECT NEGATIVE RETURN CABLES TO IMPEDANCE BONDS AT TRACKS SB AND NB.

9. INSTALL UTILITY VAULT PER PACIFIC CORP. STANDARD DETAIL GV521B. VAULT SHALL BE TRAFFIC RATED 6' X 12' WITH FULL TRAFFIC COVER CAT. # GV741. ALL CONDUITS SHALL BE SLOPED TOWARD THE VAULT.
7. NOT USED.
8. CONTINUE 350 FEET SOUTH FROM TELEPHONE PULL BOX. STUB OUT AND CAP NEAR U.S. WEST COMMUNICATION SERVICE POLE. (N.I.C)



REV	DATE	Description
△		
△		
△	8/21/02	AS-BUILT MARK UP BY UTA
△	1/20/98	PC 07
△	12/01/97	PC 04
△	8/23/97	ISSUED FOR CONSTRUCTION



Designed By:	R. DHINGRA
Drawn By:	C.M. WONG
Checked By:	
Approved By:	

TRACTION POWER AND SIGNALING
SUGAR HIGHWAY SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLANS
SUBSTATION SRS11
SHEET 1 OF 3

Scale: 1"=10'-0"	
CADD Filename: L54TP628	
Submital Date MAY 13, 1997	
UTA Contract No.: UT-17VT-L54	
Drawing No.: TP628	Sheet No.: 220



Option 2D. Negative Return Cable Replacement at SRS11

TPSS: SRS11 (SUGAR HIGHWAY) From / To: NEGATIVE CUBICAL TO IMPEDANCE BOND

Wire #	Wire Nomenclature	Correct Tagging Verified (Check = Yes)	Termination Point Verified (Check = Yes)	Continuity Verified (Check = Yes)	Resistance to Ground (OHMS) or Megger Max. Designation (Enter Value)	Resistance to Adjacent Cable Wire (Check = Complete)
1	NEG 1	✓ NB	✓	✓	2.2GΩ	✓
2	NEG 2	✓ NB	✓	✓	2.6MΩ	✓
3	NEG 3	✓ NB	✓	✓	2.2GΩ	✓
4	NEG 4	✓ SB	✓	✓	2.2GΩ	✓
5	NEG 5	✓ SB	✓	✓	2.2GΩ	✓
6	NEG 6	✓ SB	✓	✓	2.2GΩ	✓
7						
8						
9						
10						
11						
12						
13						
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17						
18						
19						
20						

Tested By: JASON WOLFE

Witnessed By: Braden Bond

Date: 02/04/2022

Ambient Temp: 15°

% Humidity: 86%

Option 2D.

Negative Return Cable Replacement at SRS11

COMMENTS / NOTES

The NEG feeder cables at SRS11 Sugar Hwy were megger tested from the cubicle to the impedance bond, one cable gave a low reading of only 2.6MOhms. Per the UTA approved testing procedure any cable testing less than 5MOhms is to be considered for replacement. This cable shares a conduit with two other cables and C3M recommends they also be replaced to ease replacement of the low testing cable. The cable which tested low is number 2 counting from front to back from inside the TPSS. The cable was also wrapped in orange tape to help identify it in the future.

Additionally, the insulation of the negative jumper cable at the impedance bonds was found to be damaged. The cable connects the northbound and southbound impedance bonds together; the damage is near the southbound impedance bond.



Feeder Cable #2 (counted front to rear) tested 2.6MOhms



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain
Kevin Anderson, Director of Maintenance Support
Kyle Brimley, IT Director
Kent Muhlestein, Safety Admin-Transit System
Jerry Van Wie, IT Manager App Dev and PMO
Monica Morton, Fares Director

TITLE:

Pre-Procurements

- Rail Vegetation Control
- Managed Security Services
- Maintenance of Way (MOW) Arc Flash Assessment
- Fare Collection System
- Fares Mobile App Vendor

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

- ***Rail Vegetation Control.*** The Maintenance of Way department is seeking a vendor to provide

vegetation & weed control along our light rail and commuter rail corridors and yards. Controlling the vegetation in these areas is essential to maintaining safe functionality of critical switches and sensors. UTA maintains approximately 185 miles of mainline, branch, and yard tracks. No spraying will be done at bridges or culverts to prevent contaminating waterways. This will be a 5 year contract, and funding for this contract is included in the annual Maintenance Of Way operating expense budget. This procurement will be conducted as an IFB and awarded to the lowest bidder. (Req. 10573, Kevin Anderson)

- **Managed Security Services.** UTA is seeking Managed Security Services vendor to provide Co-managed Security Incident Even Management (SIEM) services through a Security Operations Center as a Service (SOCaaS) program that will include an Incident Response (IR) retainer to provide expert cyber-security staff augmentation services in the event of a cyber-security incident. The objective would be to co-manage an event by augmenting and supporting the UTA Information Security (IS) team in managing, monitoring, and optimizing. Through the IR Retainer, the vendor would provide services to assess, alert, investigate, contain, and report in the event of an incident. Services to include annual assessment, table-top IR exercise, and if no IR services needed for the year, a bank of hours would be credited to UTA for vendor professional services the following year. The contract will have a term of 3 years, plus two one-year options for extension. Funding for this contract is included in the IT Department annual operating expense budget. This procurement will be conducted as an RFP, where technical criteria will be scored in addition to price. (Req. 10644, Kyle Brimley)

- **Maintenance of Way (MOW) Arc Flash Assessment.** The UTA Safety department is seeking a vendor to perform Arc-flash assessments, short-circuit study, and shock risk assessment of overcurrent devices. The assessment will include rail traction power substations, signal houses, interlocking houses, crossing house and switch heater electrical installations along the Frontrunner and TRAX rail system operating at over 50 volts. The assessment is necessary to determine the proper electrical protective equipment that must be provided to UTA Maintenance of Way (MOW) employees potentially working on the energized electrical systems. The project will have several phases throughout the summer and fall, and the final report will be due by the end of the year. Funding for this project was included in the 2022 Safety department budget, and this procurement will be conducted as an RFP. (Req. 10592, Kent Muhlestein)

- **Fare Collection System.** This procurement is to procure a new, integrated, vendor-hosted, account-based, electronic fare collection system. Included in this procurement, UTA intends to procure fare validation hardware for all buses and rail platforms, new ticket vending machines (TVMs) that will vend tokens for the closed-loop accounts, a new mobile app that will enable smartphones to function as tokens to prepaid closed-loop accounts, and mobile inspection devices to be used by authorized employees to perform electronic fare validation functions. The scope for this purchase DOES NOT include bus fareboxes.

Implementation of this fare collection system will be a multi-phased effort that will span five (5) years. UTA expects the selected firm to fully plan and coordinate all implementation, integration, and migration activities that will be required to smoothly transition from UTA's existing fare subsystems to the new fare system described above. Funding for this project is included in the 5-year CapEx budget and this procurement will be conducted as an RFP. (Req. 10526, Jerry Van Wie)

- **Fares Mobile App Vendor.** The UTA Fares department is seeking to contract with a new Fares mobile application provider. The current vendor (Passport) has given us notice they will no longer be able to support the current app. but have given us until the end of the year to find a new vendor and implement the switchover. The long-term solution for this application will be included in an upcoming RFP later this year for a new electronic fare collection system. Therefore, the base term of this contract will be 2 years, with 3 one-

year options, should the transition to the new system take longer than expected. Funding for this mobile app provider is included in the approved Fares OpEx budget, and this procurement will be conducted as an RFP. (Req. 10501, Monica Morton)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development & Sales
Stacey Adamson, Sr. Sales Representative

TITLE:

Promotional Fare Request: Youth Rider's License

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve the promotional fare request allowing UTA to sell the 2022 Youth Rider's License at the price point of forty-nine dollars (\$49).

BACKGROUND:

The Youth Rider's License ("RL") pass gives youth ages 6-18 access to an unlimited premium transit pass, valid on all UTA services (except for Ski, Park City, and Paratransit services) from June 1 thru August 31. The RL pass is an electronic pass and can be purchased through UTA Customer Service, online at rideuta.com, and the GoRide mobile application. UTA has made the RL pass available to youth each summer since 2014. Based upon community feedback and to encourage ridership, the current price point is \$49.

In 2021, about one thousand (1,000) RL passes were sold. The majority (70%) of passes were purchased in the form of an electronic fare card ("EFC") also known as a "tap-pass". The remaining passes purchased were mobile passes. Ridership data is not collected from mobile pass use, because the user does not tap their pass. However, data captured from the EFC pass showed the following use patterns that are in line with historical use of the pass:

- Most youth traveled on regular bus during off peak hours (10am-3pm; 7pm-12am)
- The program discount did not exceed 25%. This was calculated by comparing the retail use of the pass (pay-per-trip value) to total revenue received
- Users of the pass took an average of twenty-one (21) trips each summer in 2021

UTA Fare Policy 4.1 requires board approval of all promotional fare pricing and pilot programs.

DISCUSSION:

UTA recommends continuing to offer the RL pass at the price point of forty-nine dollars (\$49). The RL pass will be valid June 1 through August 31 and will be available for purchase through UTA customer service, online at rideuta.com, and the GoRide mobile app beginning May 15th.

Staff estimates that total pass sales in 2022 will be between 1,500 and 2,000, and ridership will be between 31,500 to 42,000 trips. This assumes that UTA's RL sales will increase 50-100% as compared to 2021's total sales (1,000).

ALTERNATIVES:

1. Increase the price point of the RL. This may result in a decrease in pass sales and a decrease in overall revenue and ridership, as can be seen in historical RL sales data
 2. Eliminate the pass offering, foregoing any anticipated revenue and ridership
-

FISCAL IMPACT:

In 2021, UTA sold about one thousand (1,000) RL passes. It is estimated that 2022 revenue will be between \$73,500 and \$98,000, assuming UTA's RL sales increase by fifty to one hundred percent (50-100%) as compared to 2021's total sales.

% Increase Compared to 2021 Sales	Total Pass Sales	Revenue (Pass Sales X \$49)
50%	1500	\$ 73,500
75%	1800	\$ 88,200
100%	2000	\$ 98,000

ATTACHMENTS:

NA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Michelle Wallace, Acting RGM- Ogden Business Unit
Kensy Kunkel, Manager Business Development and Sales

TITLE:

Complimentary Service and Promotional Fare Request: Hill Air Force Base Air Show

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve additional Sunday FrontRunner service, free shuttle from the Clearfield FrontRunner station to and from the event, and promotional fare for the Hill Air Force Base Air Show as described below.

BACKGROUND:

UTA and Hill Air Force Base ("Base") have historically worked together to provide transportation to and from the Base's event, the Air Show. The last air show occurred in 2018 and UTA provided bus shuttle service connecting the Clearfield Frontrunner Station to the Base where the air show was taking place. UTA did not charge the Base for the additional bus shuttle service.

To incentivize riders to take public transportation, UTA offered a five dollar (\$5) premium day pass. This pass was available for purchase through UTA Go-ride and/or online.

DISCUSSION:

The Air Show will once again take place on June 25-26, 2022. In the spirit of partnership UTA proposes providing additional rail service and complementary bus shuttle service connecting the Clearfield Station to the Base. With the Board's approval, support by UTA police, supervisors, and the transit communication center will also be provided without charge. These services are valued at \$140,100 and details can be found in the fiscal impact section of this memo.

Additionally, UTA proposes offering a day pass valid for use on all UTA service except for Ski, Paratransit, and

Park City services. The day pass will be five dollars (\$5) and may be purchased through the UTA Go-ride app or online.

CONTRACT SUMMARY:

Contractor Name:	Hill Air Force Base
Contract Number:	22-F0272
Base Contract Effective Dates:	June 1, 2022 - July 1, 2022
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$140,100
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

1. Do not offer complimentary bus service to the Air Show and require Hill Air Force Base to make alternate arrangements.
 2. Do not approve the promotional day pass fare at five dollars (\$5) and require customers to pay the public fare rate
-

FISCAL IMPACT:

The total value of service donated is estimated to be \$140,100. This expense can be covered within existing budget authority and is detailed below:

ITEM	AMOUNT
Transit Communication Center Support	\$ 760
Supervisor Support	\$ 4,160
Police	\$ 30,380
Rail Service	\$ 56,100
Bus Service	\$ 44,800
Special Services	\$ 3,900
Total	\$ 140,100

Total sales revenue from the sale of the day pass is estimated to be \$12,500 to \$20,500 and is based on historical Air Show data:

Pass Sales	2,500	3,300	4,100
Value (Sales X \$5)	\$12,500	\$16,500	\$20,500

ATTACHMENTS:

Agreement

UTA COMPLIMENTARY BUS SERVICE AGREEMENT

Whereas Requesting Entity has requested that UTA provide complimentary bus service and FrontRunner service in support of its event described below; and

Whereas UTA has determined the complimentary service to have a transit related purpose by promoting use of transit by event goers and by creating greater transit support among UTA constituents; and

Whereas UTA is willing to provide the requested complimentary service as described below;

Whereas Requesting Entity is willing to accept responsibility for those claims asserted against it under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq, or other such legal authority as may be pertinent in association with UTA's participation in this event;

Now therefore, the Parties agree as follows:

Terms Defined:

Requesting Entity: Hill Airforce Base

Description of Event: Hill Airforce Base Airshow – Community event taking place at the Hill Airforce Base on June 25-26, 2022. The show is estimated to bring more than five-hundred thousand (500,000) visitors over the two (2) day event.

Description of Service Requested:

1. Shuttle service to and from the Clearfield Frontrunner on Saturday and Sunday of the event.
2. Frontrunner service on Sunday.
3. Support from UTA Police, Customer Service, and the Transit Communications Center.

Transit-related Purpose: Encourage greater use of public transit by attendees and create greater support for public transit and public transit good will with the Hill Airforce Base.

Agreement:

1. UTA agrees to provide the complimentary service as described under "Description of Service" above.
2. Requesting Entity agrees that UTA shall maintain complete control of its busses including routing and operation of busses as well as the right to deny passage to belligerent, unruly or intoxicated passengers.
3. The Parties understand that the transit services being used under this Agreement are public transit services. As such users must comply with, and UTA expressly reserves the right to enforce, UTA's ordinances, policies, and rider rules during Event.
4. Requesting Entity, as the Federal Government, is a self-insured entity and agrees to promptly consider and adjudicate any and all claims which may arise out of the Hill AFB Air Show 2022 event, and to pay for any property damage, injuries or other damages as may arise from Event, and as provided by law, or under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq, or other such legal authority as may be pertinent.
- 5.

The parties acknowledge that UTA is a governmental entity under the laws of the State of Utah and, as such, is subject to the provisions of the Utah Governmental Immunity Act, and does not waive any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws. Agreed to this 1st day of June 2022.

Signatures found on the following page. Remainder of page left intentionally blank.

REQUESTING ENTITY

Name:

Title:

Date:

UTAH TRANSIT AUTHORITY

Name:

Title:

Date:

Name:

Title:

Date:

Approved as to Form:

DocuSigned by:

Tim Merrill

56A03BC7C491482...



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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

TITLE:

TBA2022-05-01 Technical Budget Adjustment - Revenue Fare Collection System Replacement - Program Manager

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve the addition of one FTE to oversee the management of the Revenue Fare Collection System Replacement Project.

BACKGROUND:

UTA intends to procure a new integrated, vendor-hosted, account-based, electronic fare collection (EFC) system. This system must support UTA's fare structure, including flat fares, discounted fares, station-based fares, transfer credits, and fare caps.

This system must also support three account types: 1) closed-loop, 2) open-loop, and 3) sponsored accounts. Additionally, this system must integrate with existing trip planning, operations management, and reporting systems. Finally, this system must support core functions such as fare validation, trip construction, fare calculation, and payment processing.

UTA expects the implementation of this new, integrated, vendor-hosted, account-based, electronic fare collection system to be a multi-phased effort that will span multiple years. UTA expects the selected firm to fully plan and coordinate all implementation, integration, and migration activities that will be required to smoothly transition from UTA's existing fare subsystems to the new fare system described above.

The adopted 2022-2025 5-Year Capital plan includes \$47 million to plan, procure, and install the new fare

collection system.

This request would provide an FTE for a program manager responsible for successful acquisition, installation, and implementation of the new system.

DISCUSSION:

The program manager will be responsible for:

- Project Integration Management
 - Project Scope Management - ensure that the project includes all the work required, and only the work required, to complete the project successfully
 - Project Cost Management - planning, estimating, budgeting, financing, funding, managing, and controlling costs, so that the project can be completed within the approved budget
 - Project Quality Management - incorporate the organization's quality policy regarding planning, managing, and controlling project and product quality requirements, in order to meet stakeholders' expectations
 - Project Resource Management - identify, acquire, and manage the resources needed for the successful completion of the project
 - Project Communication Management - ensure timely and appropriate planning, collection, distribution, storage, retrieval, management, control, monitoring, and ultimate disposition of project information
 - Project Risk Management - conducting risk management planning, identification, analysis, response planning, response implementation, and monitoring risk on a project
 - Project Procurement Management - purchase or acquire products, services, or results needed from outside the project team
 - Project Stakeholders Management - identify the people, groups, or organizations that could impact or be impacted by the project, to analyze stakeholder expectations and their final impact on the project, and to develop appropriate management strategies for effectively engaging stakeholders in project decisions and execution.
-

ALTERNATIVES:

Manage the project with existing UTA staff. Program management of this project is a full time job. Not providing the necessary resources for project management would put this project at risk.

FISCAL IMPACT:

A project manager would cost about \$200,000 per year in labor and another \$25,000 in other costs. These costs will be charged to the project. There is no impact to the existing budget or adopted fund balances.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Daniel Hofer, Manager Capital Assets and Project Controls

TITLE:

Amendment 1 to the Authority's 2022 Capital Budget

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. A resolution is required for a budget amendment. A proposed amendment to the Authority's 2022 Budget is being presented today for discussion.

A resolution for the amendment will be presented at a future Board meeting after consultation with the Local Advisory Council (LAC) at their June 1, 2022 meeting.

BACKGROUND:

Budget Amendment

This proposed \$4,223,000 amendment to the 2022 Capital Budget recognizes new CMAQ funding awarded for the Utah County Bus Stop Improvements Project, adds three (3) new projects to the capital program, and seeks to restore the Capital Contingency reserve to its original authorized level of \$5,000,000.

At the June 1, 2022 LAC meeting, staff will also be providing an update on 2021 program delivery and discussing the carryforward of 2021 budget authority presented to the Board of Trustees at their April 27, 2022 meeting.

DISCUSSION:

MSP224- UTA ADA Bus Stop Improvements- Utah County

This project is an existing 2021 project that was not funded in 2022. Subsequently, UTA was awarded CMAQ funding and would like to recognize new budget authority for construction activities in 2022. This request would restore this project to the 2022 Capital Budget and recognize the CMAQ funding that has been programmed for this project and the necessary match. CMAQ Funding amount is \$268,500 and UTA's match is \$19,500 for a total of \$288,000.

MSPXX1- Station Area Planning

In an effort to catalyze real estate development around UTA stations, the Utah Legislature recently passed a bill (HB462) requiring every municipality with a fixed guideway transit station to complete a Station Area Plan (SAP) by 2026. UTA has assured the Legislature, the Metropolitan Planning Organizations (MPOs), and our city partners that the agency will meet this increased demand with additional technical assistance and expertise.

This budget request covers the cost of initiating UTA's effort in 2022, either through consultants, contractors, additional UTA staff, or a combination. The Transit Oriented Development (TOD) group, in close coordination with UTA's Strategic Planning team and the MPOs, will determine how best to meet the legislative requirements to create development-focused plans that are responsive to the market realities surrounding transit stations.

The 2022 amount being requested for this new project is \$120,000.

SGRXX1- Fiber Rehab and Replacement Project

UTA has an opportunity to realize economies of scale and accelerate fiber technology throughout the system by advancing material purchases to this year. These fiber purchases will support substation rehabilitation and other fiber installation projects throughout the system next year. By advancing this purchase, installation and project completion will be expedited on projects sharing the fiber network.

This request will cover design and material costs with anticipated fiber delivery this year. The installation and construction costs are anticipated to occur next year. This construction acceleration will be addressed in the 2023-2027 5-year Capital Plan update later this year.

Materials currently have a six-month lead time. This request is for \$750,000

MSP999- Capital Contingency

During 2022, the contingency has been depleted from \$5 million to \$1.947 million to address funding gaps on several projects year to date. This request is to restore the Capital Contingency to the original authorized level of \$5 million dollars to address emerging needs, potential cost overruns and allow UTA to take advantage of unanticipated opportunities to improve the system.

ALTERNATIVES:

N/A

FISCAL IMPACT:

These requests would ultimately impact UTA's overall budget by adding \$4,211,000 to UTA's capital budget.

This is comprised of \$268,500 CMAQ funding and \$3,942,500 from UTA's fund balance.

ATTACHMENTS:

Capital Program Budget Amendment #1 - Exhibit A

UTAH TRANSIT AUTHORITY
CAPITAL PROGRAM BUDGET AMENDMENT #1
May 11 2022

Exhibit A

Funding Sources	Current Approved Budget	2021 Carry Forward	Transfer From Contingency	New Project Funding	Adjusted 2022 Budget
1 UTA Current Year Funding ¹	\$ 126,629,000			\$ 3,788,188	\$ 130,417,188
2 Grants ²	45,568,000			268,500	45,836,500
3 Local Partner Contributions	10,693,000				10,693,000
4 State Contribution	33,446,000				33,446,000
5 Leasing	15,832,000				15,832,000
6 Total Funding Sources	232,168,000	-	-	4,056,688	236,224,688
Expense					
6 State of Good Repair	70,588,000			-	70,588,000
7 Gap Filler on FR Stations	1,750,000				1,750,000
8 Depot District	32,562,000				32,562,000
9 Ogden/Weber BRT	25,465,000				25,465,000
10 Front Runner Forward	15,000,000				15,000,000
11 Mid Valley Connector	10,000,000				10,000,000
12 TIGER Program of Projects	8,206,000				8,206,000
13 Bus Stop Improvements Utah Co.²	-			288,000	288,000
14 Station Area Planning	-			120,000	120,000
15 Fiber Rehab and Replacement	-			750,000	750,000
16 Optical Detection Next Steps	475,000				475,000
17 Meadowbrook Expansion	1,816,000				1,816,000
18 Tooele Bus Facility	1,694,000				1,694,000
16 Route End of Line Enhancements	1,500,000				1,500,000
17 Trax Operational Simulator	1,700,000				1,700,000
18 Transit Signal Priority On-board Unit:	110,200				110,200
19 MSP 254 Techlink Corridor Study	1,045,688				1,045,688
20 NP-69 Techlink Corridor Study	-				-
21 Capital Contingency	1,947,000			3,053,000	5,000,000
22 Other Capital Projects	58,154,800	-	-	-	58,154,800
23 Total Expense	\$ 232,013,688	\$ -	\$ -	\$ 4,211,000	\$ 236,224,688



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning & Engagement Officer
Tim Merrill, Utah Attorney General
Megan Waters, Community Engagement Manager

TITLE:

Trespassing Ordinance Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The UTA Ordinances are being revised and updated. UTA will be proposing three separate ordinances to cover the content of the previous ordinance, including Fare Payment, Criminal, and Trespassing. The Board received updates on the proposed revisions to the Fare Payment and Criminal ordinances earlier this year, and staff have been working on revisions to the final Trespassing Ordinance document.

DISCUSSION:

At this meeting staff will provide an overview of the proposed updates to the Trespassing Ordinance and seek input from the Board. The proposed ordinances for Fare Payment, Criminal, and Trespassing will be presented to the Local Advisory Council for input in June before coming back to the Board for final review and adoption.

ALTERNATIVES:

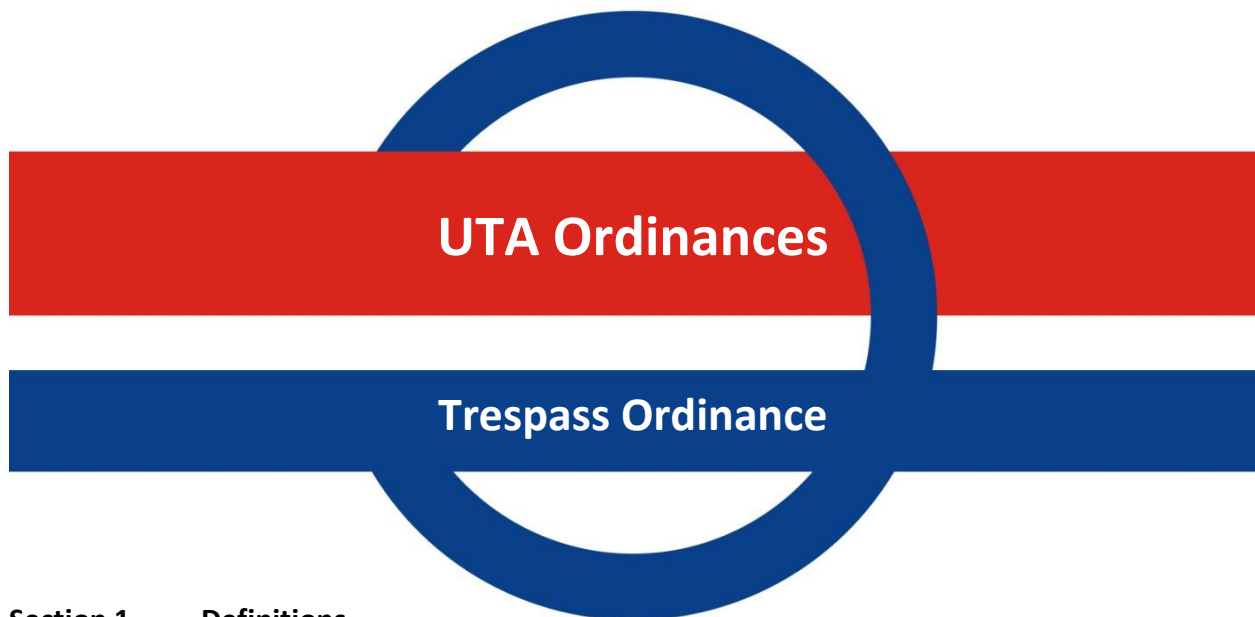
n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

Trespass Ordinance Draft



Section 1. Definitions

“Appeals Officer” means the individual designated by the Executive Director to administer the appeal process set forth in this Ordinance.

“Authority” means the Utah Transit Authority.

“Authority Property” means real property owned, leased, or licensed by the Authority, or in which it has a real property interest.

“Authority Representative” means an employee of the Authority, Operator, Transit Police Officer or other agent who is authorized by job title, job description, specific assignment, or request of Authority to act pursuant to these Ordinances.

“Board” means the Board of Trustees of the Utah Transit Authority.

“Criminal Citation” means a citation for trespass issued by a Transit Police Officer pursuant to Utah Code §76-6-206, as amended.

“Hearing Officer” means the individual designated by the Executive Director to administer the adjudication process for Trespass Orders as set forth in this Ordinance.

“Infraction” means an offense designated as such by the ordinances enacted by the Authority or punishable pursuant to Utah Code §76-3-301(e), as amended.

“Minor Offense” means:

- i. a violation of the ordinances of the Authority;
- ii. a violation of the Authority’s ridership rules;
- iii. an infraction; or
- iv. a Class C misdemeanor.

“Operator” means a person who drives, commands, or has control of a Transit Vehicle.

“Serious Offense” means:

- i. an offense classified under state law as a Class B misdemeanor or greater offense; or
- ii. the commission of three minor offenses by an individual within a twelve month consecutive period.

“Transit Police Officer” means a sworn law enforcement officer employed by the Authority.

“Trespass Order” means the written notification of trespass issued to an individual by the Authority.

Section 2. Authority

- A. Pursuant to the authority granted to large public transit districts under Utah Code §17B-2a-808.1(3), the Board hereby enacts the following ordinances necessary for its governance and for the management of the affairs of the Authority and the lawful execution of its powers.
- B. The Board desires to protect the public and ensure the safety of riders on Authority property and services through enacting this Ordinance.
- C. The Board grants to the Executive Director, or designee, the duty to codify these and future Ordinances. In so doing, no substantive changes shall be made to these Ordinances or to any chapter, section, or provision, with the exception of renumbering, rearranging, reformatting and correcting clerical errors.
- D. The Board’s adoption of these Ordinances constitutes its primary legislative act, while any subsequent codification represents an administrative function. In the event of a conflict between these Ordinances and their codified counterpart, these Ordinances shall control.

Section 3. Trespass for Minor Offense (up to 30 days)

- A. Grounds. An individual who commits a minor offense may be refused access to and trespassed from Authority property and/or Authority services by a Transit Police Officer.
- B. Duration. A Trespass Order under this Section shall last no longer than 30 days.
- C. Notice. A Transit Police Officer shall issue a written Trespass Order to the individual that contains the following information:

- i. the offense or reason for trespass;
- ii. all places, property, and/or services from which the person is trespassed;
- iii. the date and duration of the trespass; and
- iv. notice of the person's right to protest to the Hearing Officer.

Section 4. Trespass for Serious Offense (up to one year)

- A. Grounds. An individual who commits a serious offense may be refused access to and trespassed from Authority property and/or Authority services by a Transit Police Officer.
- B. Duration. A Trespass Order under this Section shall last no longer than one year.
- C. Notice. A Transit Police Officer shall issue a written Trespass Order to the individual that contains the following information:
 - i. the offense or reason for trespass;
 - ii. all places, property, and/or services from which the person is trespassed;
 - iii. the date and duration of the trespass; and
 - iv. notice of the person's right to protest to the Hearing Officer.

Section 5. Permanent Trespass

- A. Grounds. An individual who causes serious bodily injury or death to an employee of the Authority may be trespassed from Authority property and/or Authority services by a Transit Police Officer.
- B. Duration. A Permanent Trespass Order under this Section shall not expire.
- C. Notice. A Transit Police Officer shall issue a written Permanent Trespass Order to the individual that contains the following information:
 - i. the offense or reason for trespass;
 - ii. all places, property, and/or services from which the person is trespassed;
 - iii. the date and duration of the trespass; and
 - iv. notice of the person's right to protest to the Hearing Officer.
- D. Reinstatement of Privileges. A person who is subject to a Permanent Trespass Order may petition the Authority for reinstatement of privileges no sooner than five years from the date the Permanent Trespass Order was issued. The written petition shall be submitted to the Appeals Officer and include the grounds for the relief requested. The Appeals Officer shall hold a hearing on reinstatement and follow the procedures set forth in Section 9. The Appeals Officer's decision on reinstatement shall be the final administrative action related to the petition.

Section 6. Other Remedies

- A. Criminal Trespass. Nothing herein shall restrict or limit a Transit Police Officer from issuing a criminal citation to an individual who violates Utah Code §76-6-206, as amended.
- B. Refusal of Service. Nothing herein shall restrict or limit an Authority Representative from ejecting a passenger or refusing service to an individual who violates the rules and/or ordinances of the Authority for a period of up to 24 hours.
- C. Suspension of Service on Paratransit and/or Contracted Services. Nothing herein shall restrict or limit an Authority Representative from suspending service of an individual on paratransit and/or on contracted services pursuant to the policy or standard operating procedure adopted by the Authority for such action.

Section 7. Records

- A. The Transit Police Officer issuing a Trespass Order shall document the action in a police report and attach thereto a copy of the Trespass Order, and, where practicable, a photograph of the individual.
- B. Documentation related to the trespass, including the name of the individual, the scope and duration of the trespass, and a photograph, shall be shared internally with other departments of the Authority to ensure compliance, such as Customer Service, Safety, Operations and Legal.
- C. The Authority hereby classifies Trespass Orders as private records pursuant to GRAMA statute §63G-2-302.

Section 8. Protests

- A. If a person does not agree with Trespass Order they may protest to the Hearing Officer.
- B. The person shall submit a protest in writing by mailing, emailing, or hand-delivering the protest to the Hearing Officer within 14 days of the date the Trespass Order was issued or the right to protest will be forfeited.
- C. The protest shall include the following information:
 - i. The person's name

- ii. Mailing address
 - iii. Phone number
 - iv. Email, if the person wishes to communicate by email
 - v. The date of the Trespass Order
 - vi. A statement as to the grounds for the protest.
- D. Upon receipt of a protest, the Hearing Officer shall schedule a hearing on the protest.
- E. A Notice of Hearing shall be mailed to the person (or emailed if an email address has been provided) at the address listed on the protest.
- F. At the Hearing Officer's discretion, the protest hearing may be held in person or virtually. Failure of the protestor to appear at the hearing shall result in the protest being dismissed.
- G. At the hearing, the protestor may offer a verbal statement. A representative from the Authority may also make a statement. Either party may present to the Hearing Officer documentation or other evidence.
- H. The Authority bears the burden of proof to establish that the Trespass Order was proper by a preponderance of the evidence.
- I. At the conclusion of the hearing, or as soon as practicable, the Hearing Officer shall render a verbal decision and document the action taken.
- J. In instances where the Hearing Officer upholds the Trespass Order, the Hearing Officer shall inform the protestor of their right to appeal the decision within 10 days from the date of the decision.
- K. Any documentation presented at the hearing shall be preserved until the period in which the protestor may appeal the decision of the Hearing Officer has expired.

Section 9. Right to Appeal

- A. A party may appeal a decision of the Hearing Officer by submitting a written request to the Appeals Officer within 10 days of the decision.
- B. The Hearing Officer shall forward the file to the Appeals Officer for a determination.
- C. The Appeals Officer shall notify the appealing party of the date and time of the appeals hearing. Failure to appear at an appeals hearing will result in dismissal of the appeal.

- D. The appeals hearing shall be a *de novo* hearing.
- E. At the appeals hearing, both parties may make an oral argument.
- F. The appealing party bears the burden of proof to establish that the decision of the Hearing Officer was in error by a preponderance of the evidence.
- G. The Appeals Officer shall render a decision in writing within 30 days of the appeal hearing.
- H. The Appeals Officer's decision is the final administrative action related to a Trespass Order.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/11/2022

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 Pending or Reasonably Imminent Litigation

AND

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of pending or reasonably imminent litigation And 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 purposes for this closed session are:

- Strategy session to discuss pending or reasonably imminent litigation
 - Strategy session to discuss collective bargaining
-