



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 10, 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** Chair Carlton Christensen
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of July 27, 2022, Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Personnel Decision
 - APTA Commuter Rail CEO Workshop
 - b. Financial Report - June 2022 Brad Armstrong
Daniel Hofer
7. **Contracts, Disbursements and Grants**
 - a. Contract: UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement (Tooele County Health and Aging Services) Jaron Robertson
Ryan Taylor
 - b. Change Order: Advertising Services Extension (Lamar Transit Advertising) Andrea Packer

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- | | | |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| c. | Change Order: FrontRunner Forward Environmental Services Master Task Ordering Agreement, Task Order No. 3 - Advanced Conceptual Design for American Fork, Lehi, Woods Cross, Clearfield Strategic Double Track Projects (Parametrix Consult, Inc.) | David Hancock
Janelle Robertson |
| d. | Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 28 - Phase 5 On Site Underground Power Conduits and Vaults (Big D Construction) | David Osborn |
|
8. Service and Fare Approvals | | |
| a. | Fare Agreement: Ski Bus Service Agreement Amendment 1 (Snowbird Ski Resort, LLC) | Kensey Kunkel |
| b. | Fare Agreement: Special Event Tickets for Transit Contract (Craft Lake City) | Megan Waters
Kensey Kunkel |
|
9. Discussion Items | | |
| a. | Mixed Bus Fleet Composition Strategy | Kyle Stockley
Hal Johnson
Jordan Eves |
| b. | Adopt-A-Stop Program Update | Nichol Bourdeaux
Megan Waters |
|
10. Other Business | | |
| | | Chair Carlton Christensen |
| a. | Next Meeting: Wednesday, August 24th, 2022 at 9:00 a.m. | |
|
11. Closed Session | | |
| | | Chair Carlton Christensen |
| a. | Strategy Session to Discuss Collective Bargaining | |
|
12. Open Session | | |
| | | Chair Carlton Christensen |
|
13. 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 with 24 hours advance notice.
- 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, August 9th 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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

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

TITLE:

Approval of July 27, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the July 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 July 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/770861.html) <<https://www.utah.gov/pmn/sitemap/notice/770861.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. 2022-07-27_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 27, 2022

9:00 AM

FrontLines Headquarters

Present: Trustee Jeff Acerson
Chair Carlton Christensen
Trustee Beth Holbrook

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Misti Roberds, UTA Board Administrator, provided a brief safety message.

4. Public Comment

Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. An online public comment was received and distributed to the board for review in advance of the meeting and is attached as Appendix A to these minutes.

5. Consent

a. Approval of July 13, 2022, Board Meeting Minutes

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
- UTA Services to Events

Jay Fox, UTA Executive Director, turned time over to Cheryl Beveridge, UTA Acting Chief Operating Officer, to talk about UTA transit services provided to three special events. Ms. Beveridge provided a summary of the events, and highlighted examples of where UTA staff went above and beyond to help customers. The events included two Garth

Brooks concerts, Warriors over the Wasatch air show, and the Stadium of Fire concert with an estimated, combined ridership of over 128,000 passengers.

Bruce Cardon, UTA Commuter Rail General Manager; Andres Colman, UTA Acting Light Rail General Manager; Mary De La Mare-Schaefer, UTA Regional GM Timpanogos Business Unit; and Michelle Wallace, UTA Acting Regional General Manager - Mt. Ogden Business Unit, took turns recognizing employees who played a key role to make transit to these events possible.

b. Investment Report - Second Quarter 2022

Troy Bingham, UTA Comptroller, reviewed the agency's investment performance and provided benchmark comparisons for the second quarter of 2022. As of June 30, 2022, the benchmark return (T-Bill), was 1.66%. Investment returns for the State of Utah's Public Treasurer's Investment Fund (PTIF) (1.109%), Chandler Asset Management (0.98%), and Zions Bank (1.34%), did not exceed the benchmark return. UTA's total investment is \$555,155,758.

The blended portfolio return rate of 0.868% exceeded the benchmark rate due to the rapidly increasing interest rates.

Chair Christensen asked Mr. Bingham if the investments are on track. Mr. Bingham stated they were.

7. Resolutions

a. R2022-07-04 - Resolution Approving the Title VI Service Equity Analysis for August 2022 Change Day

Andrew Gray, UTA Civil Rights Compliance Officer - Title VI and Disadvantaged Business Enterprise, requested the board approve the Title VI Service Equity Analysis for August 2022 Change Day. Mr. Gray reported UTA's proposed 20 major changes during August change day and 29 major changes to finalize UTA's response to the COVID-19 pandemic. These changes include decreases in services and elimination of fixed routes. The change analysis identified 12 potential findings. However, these were mitigated by the introduction of new or enhanced service, in addition to justification of the changes made during the pandemic response due to ridership demand.

Discussion ensued. Questions on community engagement and notification changes were posed by the board and answered by staff.

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

Aye: Trustee Acerson, Chair Christensen, and Trustee Holbrook

b. R2022-07-05 - Resolution Authorizing the Execution of Federal Transit Administration 5310 Grant Agreements for Specified Projects

Tracy Young, UTA Coordinated Mobility Manager, was joined by Aliko Lindsay, UTA Coordinated Mobility Grant Administrator.

Ms. Young explained UTA's administration of the 5310 grant program which provides funding to enhance the mobility of seniors and individuals with disabilities. UTA receives approximately 20 grant applications from eligible community partners each bi-annual grant cycle. Historically these have been presented to the board multiple times during the year.

Ms. Young presented a request for the Coordinated Mobility department to process and execute the 5310 subrecipient agreements as presented in the resolution. These include 41 agreements, with 5 awards valued over \$200,000, and a combination of 2021 and 2022 new grant awards, and 2019-20 Amendments.

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: Trustee Acerson, Chair Christensen, and Trustee Holbrook

c. R2022-07-06 - Resolution Approving the Distribution of Free Transit Passes for the Opening of the Vineyard FrontRunner Station

Kensley Kunkel, UTA Manager - Business Development-Sales, was joined by Andrea Packer, UTA Communications Director. Ms. Kunkel presented a resolution to approve the distribution of complimentary, premium transit passes to promote the opening of the new Vineyard Station. Passes are planned to be distributed at the new station on August 12, 13 and 15, in conjunction with the opening. Each pass will be valid for one day for use on UTA Bus, TRAX, FrontRunner, Streetcar, BRT, and On Demand services. The passes are valued at \$3.75 with fiscal impact depending on total passes distributed.

Ms. Packer shared information on the planned activities and events for the opening in addition to planned UTA communications and media coverage.

An update on the communication strategy and data capture for this event was requested by Trustee Holbrook for a future board meeting.

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

Aye: Trustee Acerson, Chair Christensen, and Trustee Holbrook

8. Contracts, Disbursements and Grants**a. Contract: Depot District Clean Fuels Technology Center Security Cameras and Access Control (Stone Security)**

David Osborn, UTA Project Manager, requested the board approve a contract with Stone Security in the amount of \$236,413.18. The scope is to provide and install door access controls, wiring, and security cameras for the Depot District Clean Fuels Technology Center.

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: Mobile App Vendor for Fare Collection (Masabi LLC)

Kensley Kunkel, UTA Manager - Business Development-Sales, requested the board approve an interim contract with Masabi LLC, in the amount of \$530,914 for an Electronic Fare Collection System. This is a one-year contract from July 27, 2022, to July 31, 2023, with one additional option year to be exercised at UTA's discretion.

Ms. Kunkel noted this interim contract replaces the current contract with Passport which expires at the end of this year. This will allow UTA customers continual access to pay fares through a mobile app while UTA procures a second-generation electronic fare collection system.

Ms. Kunkel invited Tiffany Connors, UTA Fares Supervisor, to join her to answer any questions.

Questions were posed by the board concerning the download of the new mobile app and if it will run in parallel with the current Passport mobile app. Ms. Connors said options are being discussed but a final decision has not yet been determined. Ms. Holbrook asked for a discussion at a future board meeting on the communication strategy once that decision has been made.

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

c. Contract: Long Range Transit Plan (LRTP) Development Services (Nelson/Nygaard Consulting Associates, Inc.)

Jaron Robertson, UTA Acting Planning Director, introduced Alex Beim, Strategic Planner, who requested the board approve a contract with Nelson/Nygaard Consulting Associates, Inc. for the Long-Range Transit Plan (LRTP) development services. The contract will run from July 2022 - December 31, 2023, in the amount of \$349,000.

Mr. Beim detailed the project scope which will include the necessary steps to support the Utah Transit Authority in the development of a Long-Range Transit Plan for a 30-year time horizon. It includes a robust public involvement effort with two phases of

outreach and establish a replicable process to be used to update the plan on a four-year cycle.

Mr. Beim highlighted Nelson/Nygaard's extensive experience in transit planning and helping regions across the country develop similar long-range plans. They were selected for the study using a qualifications-based procurement method.

Chair Christensen referenced the stakeholder and public engagement piece and asked who will be responsible for this component. Mr. Beim stated it will be a joint effort between the consultant and UTA. A robust communications plan will be created to reach all audiences including internal communication, community stakeholders, municipalities, and the general public. Chair Christensen stated an interest in reviewing the draft plan once available.

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. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-59 - Materials Procurement for Replacement of Turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding (Stacy Witbeck, Inc)

Jared Scarbrough, UTA Acting Director of Capital Construction was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Scarbrough requested the board approve a change order in the amount of \$990,506 to the contract with Stacy and Witbeck, Inc. to procure materials to rehabilitate turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding. This will involve replacing switch power ups and trackwork. The total contract value with the change order is \$19,149,270.

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

The meeting went into recess at 10:33 a.m. and reconvened at 10:42 a.m.

9. Service and Fare Approvals

a. Fare Agreement: Trip Based Education Pass - Modification No.1 (Davis Technical College)

Kensy Kunkel, UTA Manager - Business Development-Sales, presented a modification approval request for a fare agreement, Trip-Based Education Pass with Davis Technical College. The current agreement expires on July 31, 2022, and both parties wish to extend the agreement through July 31, 2023.

Ms. Kunkel anticipates a contract amendment amount of \$32,500 to \$38,000 for a total contract value of \$62,500 - \$67,900, based on usage. All terms will remain the same including the 25% discount on public fare for students, faculty, and staff.

Chair Christensen inquired if this is comparable to other UTA trip-based educational pass agreements. Ms. Kunkel responded in the affirmative.

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

b. Fare Agreement: Education Pass (Ensign College)

Kensley Kunkel, UTA Manager - Business Development-Sales, stated UTA wishes to enter into a new education pass agreement with Ensign College, (formerly LDS Business College), to provide premium transit passes for students, staff, and volunteers. The current four-year agreement ends July 31, 2022. The new agreement has a one year term and is valued at \$75,000.

Discussion ensued. Questions relating to participation rates and reduction of the agreement period were posed by the board and answered by Ms. Kunkel.

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

c. Fare Agreement: Special Events Pass - Modification No. 3 (University of Utah)

Kensley Kunkel, UTA Manager - Business Development-Sales, was joined by Monica Morton, Fares Director, to present a request to amend the current Event Agreement with the University of Utah. This modification will include the Imagine Dragon's concert hosted by the university on August 5, 2022, to the list of approved events. The value of the contact modification is \$35,000 and will provide transit access to an estimated 30,000 ticket holders. This will increase the total contract value to \$1,347,000.

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

10. Budget and Other Approvals

a. TBA2022-07-01 - Technical Budget Adjustment- 2022 Capital Budget

Bill Greene, UTA Chief Financial Officer, was joined by Daniel Hofer, UTA Capital Assets & Project Controls Manager, to present a budget adjustment for the 2022 capital budget to move \$940,000 from the capital contingency to two projects. The current budget amount for the capital contingency fund is \$5,000,000. Based on the requests for this budget adjustment, the net result will be the transfer of \$940,000 to the two capital projects leaving a balance of \$4,060,000 in the capital contingency fund.

Mr. Hofer put forward the proposed project adjustments. \$140,000 is being requested toward the Meadowbrook flooring/lighting project to accommodate an increased contract cost and potential increases during construction. This will increase the overall budget for this project from \$360,000 to \$500,000. The second proposed project adjustment is the transfer of \$800,000 to the northern Utah County double track project (Vineyard Station). This is to cover the costs of final construction phase of a

temporary parking lot.

Discussion ensued. Questions relating to project materials for the Meadowbrook project and timeframe for the Vineyard Station were posed by the board and answered by Mr. Hofer.

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

b. TBA2022-07-02 - Technical Budget Adjustment - Full Time Employee Requests for Non-Revenue Fleet Support and Maintenance of Way Training Administrator

Bill Greene, UTA Chief Financial Officer, was joined by Daniel Hofer, UTA Capital Assets & Project Controls Manager, and Kim Shanklin, UTA Chief People Officer to request a technical budget adjustment for two full-time staff. These positions are being sought to improve business processes and operations in addition to addressing deficiencies identified by 2021 internal audit

Mr. Greene outlined the two staffing requests. The first request is for a full-time employee for the capital asset and project controls group to adequately address the support fleet administration responsibilities. The total cost for this position through the end of the year, including one-time office set up, is estimated at approximately \$32,000. The second request is for a full-time employee to the training and development team to address the compliance training for maintenance of way (MOW). The total cost through the end of the year, including one-time office set up, is estimated at approximately \$40,000.

Discussion ensued. Questions relating to alignment and integration of training positions and direct reporting of the MOW administrator were posed by the board and answered by staff.

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

c. TBA2022-07-03 - Technical Budget Adjustment - August 2022 Service Change

Bill Greene, UTA Chief Financial Officer, was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, to request a technical budget adjustment to support the August 2022 service changes.

Mr. Greene elaborated on the proposed adjustments which include moving \$1,337,000 from the operating contingency to the appropriate bus line items (detailed on the Technical Budget Adjustment slide - Exhibit A) and \$300,000 from the planning and engagement contingency to On Demand service changes. The movement of these funds between the two categories will not impact the 5-year financial plan.

Discussion ensued. Questions relating to On Demand ridership were posed by the board and answered by Ms. Bourdeaux.

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

d. Approval for International Travel to Calgary, Alberta, Canada for the Benchmarking Group of North American Light Rail Systems (GOAL) Annual Meeting

Andres Colman, UTA Acting Light Rail General Manager, presented an international travel request for participation at the Benchmarking Group of North America Light Rail Systems, (GOAL), Annual Meeting in Calgary, Alberta, Canada. Attendees are Andres Colman, UTA Light Rail General Manager, and Ali Oliver, UTA Business and Quality Analyst for Light Rail Services. Costs are estimated at approximately \$3,300 per person and \$6,600 total has been allocated in the 2022 operating budget.

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

11. Discussion Items

a. Mixed Bus Fleet Composition Strategy

The meeting went into Recess at 11.14 a.m. due to an emergency evacuation of the building and did not reconvene due to lack of a quorum.

12. Other Business

- a. Next Meeting: Wednesday, August 10th, 2022 at 9:00 a.m.

13. Closed Session

a. Strategy Session to Discuss Collective Bargaining

The meeting recessed without reconvening so no closed session was held.

14. Open Session

15. Adjourn

The meeting went into Recess at 11.14 a.m. due to an emergency evacuation of the building and did not reconvene due to lack of a quorum.

Transcribed by Hayley Mitchell
Executive Assistant to the Board of Trustees
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/770861.html> for entire content.

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

Approved Date: 08/10/2022

Carlton J. Christensen
Chair, Board of Trustees

Appendix A**Online Public Comment****From George Chapman:**

Comments to Board of Trustees meeting

Complaints about the equality analysis and long-term transit plan contract:

I disagree with the equity analysis. UTA is changing routes without considering the negative impact of zig zagging through neighborhoods to get more riders (Avenues and still westside). A good equity analysis would consider the time impact of such zig zags which are like milk runs. The noise of buses also is a consideration for equity, in my opinion. Making noisy bus stops, especially on inclines going up, hurts neighborhoods.

I also object to the long-term transit plan contract. The company being considered has a bad reputation of increasing hate and discontent in cities. In SLC, their work was so bad that the city tried to keep it secret and not act on it. We finally got their poor, in my opinion, analysis after years of requests.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

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

TITLE:

Executive Director's Report

- Personnel Decision
- APTA Commuter Rail CEO Workshop

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.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/10/2022

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

TITLE:

Financial Report - June 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 June 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 February 2022 Monthly Financial Statements.

Progress on Capital Program delivery will also be presented to the Board.

DISCUSSION:

At the August 10th 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:

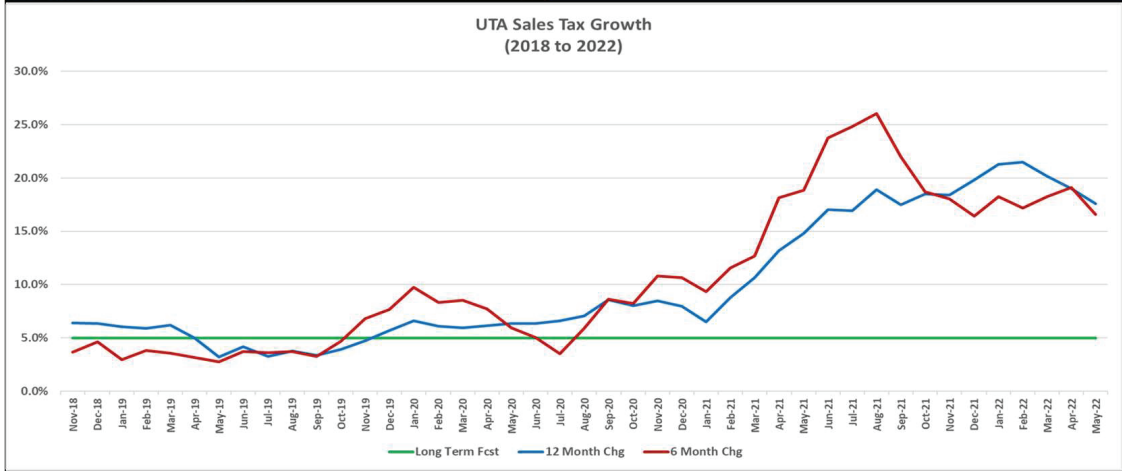
June 2022 Board Dashboard

June Monthly Financial Statement

UTA Board Dashboard June 2022

UTAH TRANSIT AUTHORITY

Financial Metrics	Jun Actual	Jun Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (May '22 mm \$)	\$ 34.2	\$ 34.6	\$ (0.35)	-1.0%	\$ 189.1	\$ 166.8	\$ 22.36	13.4%
Fare Revenue (mm)	\$ 2.2	\$ 2.8	\$ (0.60)	-21.6%	\$ 16.2	\$ 16.8	\$ (0.58)	-3.5%
Operating Exp (mm)	\$ 32.8	\$ 30.6	(2.13)	-7.0%	\$ 167.5	\$ 177.6	\$ 10.09	5.7%
Subsidy Per Rider (SPR)	\$ 11.29	\$ 13.25	\$ 1.96	14.8%	\$ 9.98	\$ 13.25	\$ 3.27	24.7%
UTA Diesel Price (\$/gal)	\$ 4.64	\$ 2.75	\$ (1.89)	-68.7%	\$ 3.86	\$ 2.75	\$ (1.11)	-40.5%
Operating Metrics	Jun Actual	Jun-21	F/ (UF)	%	YTD Actual	YTD 2021	F/ (UF)	%
Ridership (mm)	2.71	1.85	0.9	46.3%	15.16	10.52	4.6	44.1%
Alternative Fuels	CNG Price (Diesel Gal Equiv)							
	\$ 1.82							

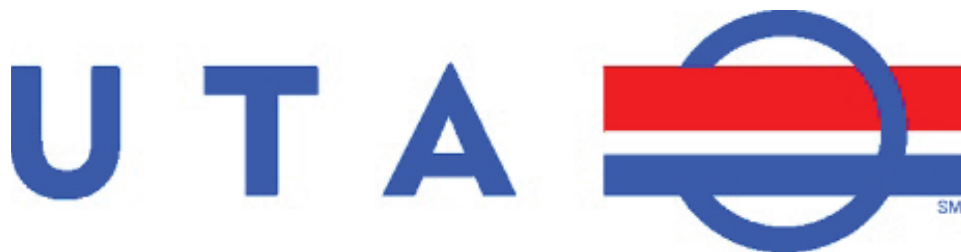


Utah Transit Authority

Financial Statement

(Unaudited)

June 30, 2022



**KEY ITEM REPORT
(UNAUDITED)
As of June 30, 2022**

EXHIBIT 1-1

	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (17,296,013)	\$ (17,444,584)	\$ (148,571)	-1%
2 Operating Expenses	167,530,573	177,618,065	10,087,492	6%
3 Net Operating Income (Loss)	(150,234,560)	(160,173,481)	9,938,921	6%
4 Capital Revenue	(60,813,400)	(121,419,077)	(60,605,677)	-50%
5 Capital Expenses	82,711,559	160,334,053	77,622,494	48%
6 Net Capital Income (Loss)	(21,898,158)	(38,914,976)	17,016,818	44%
7 Sales Tax	(233,972,114)	(211,260,000)	22,712,114	11%
8 Other Revenue	(179,614,512)	(130,108,111)	49,506,401	38%
9 Debt Service	41,757,490	41,044,949	(712,542)	-2%
10 Sale of Assets	3,493,481	-	(3,493,481)	
11 Net Non-Operating Income (Loss)	368,335,655	300,323,162	68,012,492	23%
12 Contribution to Cash Balance	\$ 196,202,936	\$ 101,234,705	\$ 94,968,231	94%
13 Amortization	5,419,190			
14 Depreciation	69,568,732			
15 Total Non-cash Items	\$ 74,987,922			

STATISTICS

RIDERSHIP

2021 Actual	<u>June 2022</u>	<u>June 2021</u>	<u>Difference</u>	<u>2022 YTD</u>	<u>2021 YTD</u>	<u>Difference</u>
16 23,961,002	2,709,335	1,852,511	856,824	15,158,792	10,538,173	4,620,619

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 167,530,573
18 Less: Passenger Revenue	- (16,216,013)
19 Subtotal	151,314,560
20 Divided by: Ridership	÷ 15,158,792
21 Subsidy per Rider	\$ 9.98

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2022

EXHIBIT 1-2

BALANCE SHEET

	6/30/2022	6/30/2021
CURRENT ASSETS		
1 Cash	\$ 15,491,561	\$ 35,216,781
2 Investments (Unrestricted)	525,058,917	241,255,388
3 Investments (Restricted)	90,302,885	101,535,792
4 Receivables	76,320,910	67,410,383
5 Receivables - Federal Grants	4,007,470	100,123,081
6 Inventories	36,796,567	33,981,233
7 Prepaid Expenses	86,345	585,373
8 TOTAL CURRENT ASSETS	\$ 748,064,655	\$ 580,108,031
9 Property, Plant & Equipment (Net)	2,920,802,616	2,889,883,150
10 Other Assets	129,352,982	146,148,687
11 TOTAL ASSETS	\$ 3,798,220,253	\$ 3,616,139,868
12 Current Liabilities	53,098,804	62,494,719
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,365,233,701	2,407,654,979
16 Net Investment in Capital Assets	720,819,430	687,531,006
17 Restricted Net Position	25,369,299	15,094,512
18 Unrestricted Net Position	543,056,533	346,581,055
19 TOTAL LIABILITIES & EQUITY	\$ 3,798,220,253	\$ 3,616,139,868

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 3,252	\$ 26,869
21 2010/2015 Bond DSR Proceeds	339	550,463
22 2018 Bond Proceeds	5,248,535	13,264,718
23 2019 Bond Proceeds	42,946,539	64,274,228
24 Debt Service Interest Payable	8,117,177	4,306,594
25 Risk Contingency Fund	8,044,009	8,034,521
26 Catastrophic Risk Reserve Fund	1,100,663	
27 Box Elder County ROW (sales tax)	2,242,072	4,337,576
28 Utah County 4th Qtr (sales tax)	3,361,735	
29 Davis County Escrow	-	522,758
30 SL County Escrow	-	8
31 Amounts held in escrow	19,238,564	6,218,057
32 TOTAL RESTRICTED RESERVES	\$ 90,302,885	\$ 101,535,792
DESIGNATED GENERAL AND CAPITAL RESERVES		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,616,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 151,879,000	\$ 142,912,000
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 242,181,885	\$ 244,447,792

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2022

EXHIBIT 1-3

REVENUE & EXPENSES

	ACTUAL Jun-22	ACTUAL Jun-21	YTD 2022	YTD 2021
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,175,223)	\$ (2,043,642)	\$ (16,216,013)	\$ (14,257,095)
2 Advertising Revenue	(180,000)	(90,000)	(1,080,000)	(569,086)
3 TOTAL OPERATING REVENUE	\$ (2,355,223)	\$ (2,133,642)	\$ (17,296,013)	\$ (14,826,181)
OPERATING EXPENSE				
4 Bus Service	\$ 11,084,403	\$ 9,268,851	\$ 59,989,225	\$ 53,191,541
5 Commuter Rail	2,633,906	1,932,555	12,918,696	10,945,978
6 Light Rail	3,206,919	3,708,518	19,219,265	19,226,247
7 Maintenance of Way	2,201,326	2,136,649	9,748,751	9,809,314
8 Paratransit Service	2,591,553	2,422,614	12,657,617	11,704,941
9 RideShare/Van Pool Services	254,752	287,913	1,361,719	1,603,007
10 Microtransit	394,432	193,598	3,135,423	763,076
11 Operations Support	5,418,251	4,185,123	28,149,392	24,543,746
12 Administration	3,923,448	2,499,055	16,325,234	15,252,767
13 Planning/Capital Development/Real Estate	1,050,286	457,327	4,025,251	2,726,933
14 Non-Departmental	-	-	-	-
15 TOTAL OPERATING EXPENSE	\$ 32,759,276	\$ 27,092,203	\$ 167,530,573	\$ 149,767,550
16 NET OPERATING (INCOME) LOSS	\$ 30,404,053	\$ 24,958,561	\$ 150,234,560	\$ 134,941,369
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(382,642)	(138,653)	(1,200,638)	(622,732)
18 Sales Tax Revenue ¹	(51,317,699)	(42,269,102)	(233,972,114)	(192,875,129)
19 Other Revenue	(1,006,428)	(504,411)	(5,726,894)	(3,428,026)
20 Fed Operations/Preventative Maint. Revenue	(11,569,774)	(2,411,154)	(172,686,980)	(138,028,852)
21 Bond Interest	7,278,416	7,305,712	39,966,607	44,203,095
22 Bond Interest UTCT	152,434	162,411	914,602	
23 Bond Cost of Issuance/Fees	11,600	-	53,700	69,250
24 Lease Interest	180,504	100,409	822,581	619,694
25 Sale of Assets	7,912	(105,682)	3,493,481	(131,996)
26 TOTAL NON-OPERATING EXPENSE	\$ (56,645,677)	\$ (37,860,470)	\$ (368,335,655)	\$ (290,194,696)
27 CONTRIBUTION TO RESERVES	\$ 26,241,624	\$ 12,901,909	\$ 218,101,095	\$ 155,253,327
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(356,900)	(378,377)	(2,141,399)	(2,265,322)
28 Bond Refunding Cost Amortization	1,192,522	293,695	7,155,132	1,762,167
29 Future Revenue Cost Amortization	67,576	67,276	405,457	405,457
30 Depreciation	11,654,932	11,740,563	69,568,732	78,785,496
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,558,130	\$ 11,723,157	\$ 74,987,922	\$ 78,687,798

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

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of June 30, 2022

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-22	Jun-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,175,223)	\$ (2,774,603)	\$ (599,380)	-22%
2 Advertising Revenue	(180,000)	(115,000)	65,000	57%
3 TOTAL OPERATING REVENUE	\$ (2,355,223)	\$ (2,889,603)	\$ (534,380)	-18%
OPERATING EXPENSE				
4 Bus Service	\$ 11,084,403	\$ 9,925,734	\$ (1,158,669)	-12%
5 Commuter Rail	2,633,906	2,347,704	(286,202)	-12%
6 Light Rail	3,206,919	3,460,796	253,877	7%
7 Maintenance of Way	2,201,326	1,776,308	(425,018)	-24%
8 Paratransit Service	2,591,553	2,189,105	(402,448)	-18%
9 RideShare/Van Pool Services	254,752	316,182	61,430	19%
10 Microtransit	394,432	483,701	89,269	18%
11 Operations Support	5,418,251	5,078,259	(339,992)	-7%
12 Administration	3,923,448	4,328,634	405,186	9%
13 Planning/Capital Development/Real Estate	1,050,286	723,650	(326,636)	-45%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 32,759,276	\$ 30,630,073	\$ (2,129,203)	-7%
16 NET OPERATING (INCOME) LOSS	\$ 30,404,053	\$ 27,740,470	\$ (2,663,583)	10%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (382,642)	\$ (460,000)	\$ (77,358)	-17%
18 Sales Tax Revenue	(51,317,699)	(44,471,000)	6,846,699	15%
19 Other Revenue	(1,006,428)	(1,250,000)	(243,572)	-19%
20 Fed Operations/Preventative Maint. Revenue	(11,569,774)	(19,663,703)	(8,093,929)	-41%
21 Bond Interest	7,278,416	6,537,638	(740,778)	-11%
22 Bond Interest UTCT	152,434	152,434	-	0%
23 Bond Cost of Issuance/Fees	11,600	5,000	(6,600)	-132%
24 Lease Interest	180,504	135,412	(45,092)	-33%
25 Sale of Assets	7,912	-	(7,912)	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (56,645,677)	\$ (59,014,219)	\$ (2,368,542)	-4%
27 CONTRIBUTION TO RESERVES	\$ 26,241,624	\$ 31,273,749		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)**

As of June 30, 2022

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL	BUDGET	VARIANCE	%
		Jun-22	Jun-22	FAVORABLE	FAVORABLE
				(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 258,659	\$ 246,120	\$ (12,539)	-5%
2	Executive Director	689,724	707,206	17,482	2%
3	Chief Planning and Engagement Officer	1,480,313	1,061,189	(419,124)	-39%
4	Chief Finance Officer	1,865,222	1,256,995	(608,227)	-48%
5	Chief Operating Officer	24,947,658	22,653,801	(2,293,857)	-10%
6	Chief People Officer	1,199,523	1,341,328	141,805	11%
7	Chief Development Officer	439,619	642,760	203,141	32%
8	Chief Enterprise Strategy Officer	1,878,558	2,720,674	842,116	31%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	\$ 32,759,276	\$ 30,630,073	\$ (2,129,203)	-7%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE	%
		Jun-22	Jun-22	FAVORABLE	FAVORABLE
				(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 1,208,081	\$ 1,351,204	\$ 143,123	11%
2	Executive Director	3,562,544	4,249,932	687,388	16%
3	Chief Planning and Engagement Officer	6,668,186	6,517,377	(150,809)	-2%
4	Chief Finance Officer	7,236,004	7,312,614	76,610	1%
5	Chief Operating Officer	132,180,825	136,182,217	4,001,392	3%
6	Chief People Officer	4,680,960	6,674,323	1,993,363	30%
7	Chief Development Officer	2,885,473	3,858,592	973,119	25%
8	Chief Enterprise Strategy Officer	9,108,500	11,471,806	2,363,306	21%
9	Non-Departmental	-	-	-	
10	TOTAL OPERATING EXPENSE	\$167,530,573	\$ 177,618,065	\$ 10,087,492	6%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of June 30, 2022

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-21	Jun-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (16,216,013)	\$ (16,799,584)	\$ (583,571)	-3%
2 Advertising Revenue	(1,080,000)	(645,000)	435,000	67%
3 TOTAL OPERATING REVENUE	\$ (17,296,013)	\$ (17,444,584)	\$ (148,571)	-1%
OPERATING EXPENSE				
4 Bus Service	\$ 59,989,225	\$ 59,797,131	\$ (192,094)	0%
5 Commuter Rail	12,918,696	13,419,223	500,527	4%
6 Light Rail	19,219,265	20,943,929	1,724,664	8%
7 Maintenance of Way	9,748,751	10,272,740	523,989	5%
8 Paratransit Service	12,657,617	13,090,302	432,685	3%
9 RideShare/Van Pool Services	1,361,719	1,897,350	535,631	28%
10 Microtransit	3,135,423	2,875,113	(260,310)	-9%
11 Operations Support	28,149,392	29,714,072	1,564,680	5%
12 Administration	16,325,234	21,154,273	4,829,039	23%
13 Planning/Capital Development/Real Estate	4,025,251	4,453,932	428,681	10%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 167,530,573	\$ 177,618,065	\$ 10,087,492	6%
16 NET OPERATING (INCOME) LOSS	\$ 150,234,560	\$ 160,173,481	\$ 9,938,921	6%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (1,200,638)	\$ (1,810,000)	\$ 609,362	-34%
18 Sales Tax Revenue	(233,972,114)	(211,260,000)	(22,712,114)	11%
19 Other Revenue	(5,726,894)	(6,258,000)	531,106	-8%
20 Fed Operations/Preventative Maint. Revenue	(172,686,980)	(122,040,111)	(50,646,869)	42%
21 Bond Interest	39,966,607	39,225,828	(740,779)	-2%
22 Bond Interest UTCT	914,602	953,754	39,152	4%
23 Bond Cost of Issuance/Fees	53,700	39,150	(14,550)	-37%
24 Lease Interest	822,581	826,217	3,635	0%
25 Sale of Assets	3,493,481	-	(3,493,481)	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (368,335,655)	\$ (300,362,312)	\$ 67,973,342	23%
27 CONTRIBUTION TO RESERVES	\$ 218,101,095	\$ 140,188,831		

**CAPITAL PROJECTS
(UNAUDITED)
As of June 30, 2022**

EXHIBIT 1-6

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 18,931,368	\$ 47,286,015	40.0%
2 INFORMATION TECHNOLOGY	1,574,213	21,058,786	7.5%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,893,702	5,419,280	34.9%
4 CAPITAL PROJECTS	11,042,343	100,404,126	11.0%
5 AIRPORT STATION RELOCATION	135,097	9,453,807	1.4%
6 STATE OF GOOD REPAIR	11,059,227	37,374,436	29.6%
7 DEPOT DISTRICT	17,077,904	32,400,124	52.7%
8 OGDEN/WEBER STATE BRT	17,049,103	52,580,513	32.4%
9 TIGER	3,948,602	14,691,019	26.9%
10 TOTAL	\$ 82,711,559	\$ 320,668,106	25.8%
REVENUES			
11 GRANT	\$ 17,380,503	\$ 85,192,380	20.4%
12 STATE CONTRIBUTION	1,206,850	13,914,417	8.7%
13 LEASES (PAID TO DATE)	16,925,418	51,875,592	32.6%
14 BONDS	21,203,596	61,439,830	34.5%
15 LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16 UTA FUNDING	21,898,158	77,829,952	28.1%
17 TOTAL	\$ 82,711,559	\$ 320,668,106	25.8%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of June 30, 2022

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
UTA				
Fully Allocated Costs	32,759,276	27,092,203	167,530,996	149,767,550
Passenger Farebox Revenue	2,175,223	2,043,642	16,216,013	14,257,095
Passengers	2,709,335	1,852,511	15,158,792	10,538,173
Farebox Recovery Ratio	6.6%	7.5%	9.7%	9.5%
Actual Subsidy per Rider	\$11.29	\$13.52	\$9.98	\$12.86
BUS SERVICE				
Fully Allocated Costs	16,277,389	12,815,097	84,031,287	74,228,381
Passenger Farebox Revenue	1,343,690	911,319	7,399,473	6,998,802
Passengers	1,238,868	952,834	7,493,377	5,627,912
Farebox Recovery Ratio	8.3%	7.1%	8.8%	9.4%
Actual Subsidy per Rider	\$12.05	\$12.49	\$10.23	\$11.95
LIGHT RAIL SERVICE				
Fully Allocated Costs	9,106,295	8,401,376	45,839,666	43,855,640
Passenger Farebox Revenue	748,254	414,994	4,100,914	3,108,010
Passengers	1,024,657	644,918	5,372,055	3,548,439
Farebox Recovery Ratio	8.2%	4.9%	8.9%	7.1%
Actual Subsidy per Rider	\$8.16	\$12.38	\$7.77	\$11.48
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,571,389	2,580,573	17,798,432	15,233,394
Passenger Farebox Revenue	578,989	305,875	2,688,377	1,869,690
Passengers	308,273	162,858	1,473,230	811,551
Farebox Recovery Ratio	16.2%	11.9%	15.1%	12.3%
Actual Subsidy per Rider	\$9.71	\$13.97	\$10.26	\$16.47
MICROTRANSIT				
Fully Allocated Costs	443,398	227,444	3,358,828	958,945
Passenger Farebox Revenue	15,270	5,208	77,192	22,164
Passengers	17,426	5,979	82,211	25,857
Farebox Recovery Ratio	3.4%	2.3%	2.3%	2.3%
Actual Subsidy per Rider	\$24.57	\$37.17	\$39.92	\$36.23
PARATRANSIT				
Fully Allocated Costs	2,759,793	2,515,775	13,585,315	12,498,781
Passenger Farebox Revenue	(757,250)	146,472	442,177	642,242
Passengers	66,221	43,347	378,964	222,327
Farebox Recovery Ratio	-27.4%	5.8%	3.3%	5.1%
Actual Subsidy per Rider	\$53.11	\$54.66	\$34.68	\$53.33
RIDESHARE				
Fully Allocated Costs	601,013	551,937	2,917,467	2,992,410
Passenger Farebox Revenue	246,271	259,774	1,507,880	1,616,187
Passengers	53,890	42,575	358,955	302,087
Farebox Recovery Ratio	41.0%	47.1%	51.7%	54.0%
Actual Subsidy per Rider	\$6.58	\$6.86	\$3.93	\$4.56

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

As of June 30, 2022

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-22	Jun-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	\$16,277,389	\$12,815,097	\$84,031,287	\$74,228,381
Light Rail Service	\$9,106,295	\$8,401,376	\$45,839,666	\$43,855,640
Commuter Rail Service	\$3,571,389	\$2,580,573	\$17,798,432	\$15,233,394
Microtransit	\$443,398	\$227,444	\$3,358,828	\$958,945
Paratransit	\$2,759,793	\$2,515,775	\$13,585,315	\$12,498,781
Rideshare	\$601,013	\$551,937	\$2,917,467	\$2,992,410
UTA	\$32,759,276	\$27,092,203	\$167,530,996	\$149,767,550
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,343,690	\$911,319	\$7,399,473	\$6,998,802
Light Rail Service	\$748,254	\$414,994	\$4,100,914	\$3,108,010
Commuter Rail Service	\$578,989	\$305,875	\$2,688,377	\$1,869,690
Microtransit	\$15,270	\$5,208	\$77,192	\$22,164
Paratransit	(\$757,250)	\$146,472	\$442,177	\$642,242
Rideshare	\$246,271	\$259,774	\$1,507,880	\$1,616,187
UTA	\$2,175,223	\$2,043,642	\$16,216,013	\$14,257,095
PASSENGERS				
Bus Service	1,238,868	952,834	7,493,377	5,627,912
Light Rail Service	1,024,657	644,918	5,372,055	3,548,439
Commuter Rail Service	308,273	162,858	1,473,230	811,551
Microtransit	17,426	5,979	82,211	25,857
Paratransit	66,221	43,347	378,964	222,327
Rideshare	53,890	42,575	358,955	302,087
UTA	2,709,335	1,852,511	15,158,792	10,538,173
FAREBOX RECOVERY RATIO				
Bus Service	8.3%	7.1%	8.8%	9.4%
Light Rail Service	8.2%	4.9%	8.9%	7.1%
Commuter Rail Service	16.2%	11.9%	15.1%	12.3%
Microtransit	3.4%	2.3%	2.3%	2.3%
Paratransit	-27.4%	5.8%	3.3%	5.1%
Rideshare	41.0%	47.1%	51.7%	54.0%
UTA	6.6%	7.5%	9.7%	9.5%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$12.05	\$12.49	\$10.23	\$11.95
Light Rail Service	\$8.16	\$12.38	\$7.77	\$11.48
Commuter Rail Service	\$9.71	\$13.97	\$10.26	\$16.47
Microtransit	\$24.57	\$37.17	\$39.92	\$36.23
Paratransit	\$53.11	\$54.66	\$34.68	\$53.33
Rideshare	\$6.58	\$6.86	\$3.93	\$4.56
UTA	\$11.29	\$13.52	\$9.98	\$12.86

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of June 30, 2022

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 4,007,470	\$ 4,007,470	-	-	-	-
2 Sales Tax Contributions	51,317,699	25,658,850	\$ 25,658,850	-	-	-
3 Warranty Recovery	2,209,465	2,209,465	-	-	-	-
4 Build America Bond Subsidies	740,750	740,750	-	-	-	-
5 Product Sales and Development	1,440,722	390,347	336,552	\$ 39,931	\$ 43,605	\$ 630,287
6 Pass Sales	158,600	178,328	68,993	\$ (23,763)	\$ 75,345	\$ (140,303)
7 Property Management	93,871	27,585	25,773	600	-	39,913
8 Vanpool/Rideshare	125,427	51,281	12,901	8,109	22,425	30,711
9 Salt Lake City Agreement	1,070,047	738,777	145,616	101,413	84,241	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreements	3,391,514	3,130,226	-	-	-	261,288
12 Other	15,766,141	15,766,141	-	-	-	-
13 Total	\$ 80,328,380	\$ 52,899,220	\$ 26,248,685	\$ 126,290	\$ 225,616	\$ 828,570

Percentage Due by Aging

14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	50.0%	50.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	100.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	27.1%	23.4%	2.8%	3.0%	43.7%
19 Pass Sales	112.4%	43.5%	-15.0%	47.5%	-88.5%
20 Property Management	29.4%	27.5%	0.6%	0.0%	42.5%
21 Vanpool/Rideshare	40.9%	10.3%	6.5%	17.9%	24.5%
22 Salt Lake City Agreement	69.0%	13.6%	9.5%	7.9%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	92.3%	0.0%	0.0%	0.0%	7.7%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	65.9%	32.7%	0.2%	0.3%	1.0%

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

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM MAY 1, 2022 THROUGH MAY 31, 2022
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	890894	6/1/2022	\$ 234,004.00
19-2972PP TRANSIT SYSTEM UPGRADES	1/24/2019	TRAPEZE SOFTWARE GROUP, INC.	890895	6/1/2022	350,432.00
21-3488VW MOBU BUS FACILITY EXPANSION	10/29/2021	R & O CONSTRUCTION	890896	6/1/2022	363,744.02
R2022-04-01		SELECT HEALTH	ZION-ACH	6/1/2022	735,046.87
R2022-04-01		PEHP	ZION-ACH	6/1/2022	274,492.03
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	6/2/2022	280,855.04
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	6/2/2022	895,560.83
R2022-04-01		ROCKY MOUNTAIN POWER	367883	6/9/2022	633,237.65
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC	890892	6/9/2022	696,758.96
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890893	6/9/2022	1,066,793.87
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	890894	6/9/2022	5,065,026.67
20-03329BM LIFTS FOR DEPOT DISTRICT	10/1/2020	STERTIL KONI USA INC.	890979	6/9/2022	226,414.00
20-3401VW FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	890980	6/9/2022	238,679.90
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	890981	6/9/2022	265,389.76
17-2283AB LAND USE CONNECTION PROGRAM	7/13/2021	WASATCH FRONT REG COUNCIL	368077	6/16/2022	262,500.00
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	891069	6/16/2022	379,299.13
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	891070	6/16/2022	532,242.79
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	6/16/2022	292,323.02
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	6/16/2022	927,351.41
17-2283AB LAND USE CONNECTION PROGRAM	7/26/2017	WASATCH FRONT REG COUNCIL	368272	6/22/2022	225,000.00
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	891142	6/22/2022	205,947.49
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	891143	6/22/2022	253,440.86
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	891144	6/22/2022	258,088.49
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC	891145	6/22/2022	696,785.96
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	891146	6/22/2022	2,706,611.85
R2022-04-01		SELECT HEALTH	ZION-ACH	6/22/2022	820,024.60
R2022-04-01		PEHP	ZION-ACH	6/22/2022	271,153.28
R2022-04-01		ROCKY MOUNTAIN POWER	368320	6/29/2022	225,296.16
22-03546VW APPRENTICESHIP TRAINING CURRICULUM	5/14/2022	XPAN INTERACTIVE USA INC.	368321	6/29/2022	342,205.40
A02767 MEDICAID SEED MONEY TO STATE	7/10/2019	DEPT OF HEALTH AND HUMAN SERVICES	368322	6/29/2022	526,031.20
UT CONTRACT#PA2214 COMPUTER EQUIPMENT	10/30/2015	MOBILE CONCEPT TECHNOLOGY, LLC	368400	6/29/2022	286,350.00
17-2455JH LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC	891224	6/29/2022	392,183.00
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC	891225	6/29/2022	696,758.96
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	891226	6/29/2022	815,181.65
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	891227	6/29/2022	1,247,419.63
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	891228	6/29/2022	2,829,305.50
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	6/30/2022	273,768.34
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	6/30/2022	896,340.23
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	6/30/2022	218,555.78
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	6/30/2022	246,288.77





U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
Cherryl Beveridge, Acting Chief Operating Officer
PRESENTER(S): Jaron Robertson, Acting Planning Director
Ryan Taylor, Special Services General Manager

TITLE:

Contract: UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement (Tooele County Health and Aging Services)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve the UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement and authorize UTA's Executive Director to execute the contract and associated disbursements with Tooele County Health and Aging Services (Tooele County) for the operations of Route F453 and UTA On-Demand Microtransit service in the amount of \$9,105,434.

BACKGROUND:

The UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement (Agreement) defines the terms and conditions between UTA and Tooele County for operations of UTA Flex Route and Microtransit services to be provided by Tooele County. These services are outlined in the UTA Five-Year Service Plan and are scheduled to be implemented as part of the August 2022 Change Day.

UTA has also received a 2021 Federal Transit Administration (FTA) NoLo Emissions Grant to support the deployment of a fully electrified Microtransit service within Tooele County. It is anticipated the electrification of the Microtransit service will begin in late 2023.

Tooele County will provide the day-to-day operations, including administrative oversight, customer support, vehicle operations and maintenance for Microtransit services within the UTA On Demand Tooele County zone and for Route F453 between Tooele and Salt Lake Counties. In partnership with Via, Tooele County will use Via's software system to operate Microtransit services and driver scheduling. The Software as a Service (SaaS)

agreement with Via for the UTA On Demand Tooele County zone is outlined in UTA Contract Number: 20-03399-4.

UTA will be responsible for providing Tooele County with the vehicles and technical operating support for Route F543. UTA will be responsible for providing the vehicles, electrical charging infrastructure, and technical operating support for Microtransit services.

The five-year Agreement is effective from August 8, 2022 through December 31, 2027. A Not-to-Exceed (NTE) compensation schedule with Tooele County defines annual operating expenses for each year to operate UTA Microtransit and Flex Route services. The exercise of any contract extensions or option years would require board approval at the end of the base contract period.

DISCUSSION:

Staff will provide an overview of the following:

- Purpose: UTA Five-Year Service Plan and August 2022 changes
- UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement.
- UTA On Demand and Route F453 goals and objectives, service area, service parameters, operating day and hours, customer experience, fares and budget.

CONTRACT SUMMARY:

Contractor Name:	Tooele County Health and Aging Services
Contract Number:	22-03600
Base Contract Effective Dates:	August 8, 2022 - December 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$9,105,434
Procurement Method:	N/A
Budget Authority:	2022 IMS Budget (Tooele County Microtransit): \$463,035 2022 Special Services Budget: \$756,389

ALTERNATIVES:

Tooele County is a long-term partner who has operated Flex Route and Dial-a-Ride services on UTA's behalf. Tooele County has expressed a strong desire to continue operating Flex Route services and transition existing Flex Route services to the Microtransit service as defined with in the Five-Year service plan. There are several alternatives UTA can contemplate, but such alternatives would require additional time for planning and cost benefit analysis. Implementing any alternatives would require UTA to pause the August 2022 planned changes.

- Route F453:
 - Issue an RFP for alternative service providers
 - UTA directly operated
- Microtransit Service:
 - Via operated service (Transportation as a Service Solution)

FISCAL IMPACT:**Microtransit Services:**

2022: \$462,667
2023: \$1,110,401
2024: \$1,079,256
2025: \$1,132,420
2026: \$1,188,260
2027: \$1,246,829

Total Expenses for Microtransit Services: \$6,219,833

Route F453:

2022: \$204,333
2023: \$485,592
2024: \$509,703
2025: \$534,983
2026: \$561,552
2027: \$589,437

Total Route F453 Expenses: \$2,885,601

Total Contract Not to Exceed Amount:

2022 NTE: \$667,000
2023 NTE: \$1,595,994
2024 NTE: \$1,588,960
2025 NTE: \$1,667,403
2026 NTE: \$1,749,811
2027 NTE: \$1,836,266

Total Contract Not to Exceed Amount: \$9,105,434

Includes 10% contingency to be used at UTA's discretion

ATTACHMENTS:

UTA Contract No. 22-03600: UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 22-03600

FLEX ROUTE AND ON-DEMAND MICROTRANSIT SERVICES AGREEMENT

THIS FLEXROUTE AND ON-DEMAND MICROTRANSIT SERVICES AGREEMENT ("Agreement") is made this 7th DAY OF AUGUST_ 2022 by and between UTAH TRANSIT AUTHORITY (UTA), a public transit district and TOOELE COUNTY HEALTH AND AGING SERVICES, a County Government, whose principal place of business is 151 North Main, Tooele, UT 84074, (hereinafter referred to as "Tooele County").

RECITALS

WHEREAS, UTA is the provider of fixed-route, rail, flex route, and microtransit transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, UTA plans, develops, and operates public transit services for the community as defined within the Regional Transportation Plan, UTA's Long Range Transit Plan, UTA's Five-Service Plan, and UTA's Service Design Standards.

WHEREAS, UTA desires to engage Tooele County to collaborate with UTA in providing Flex Route services as described in this Agreement, and

WHEREAS, UTA desires to engage Tooele County to collaborate with UTA and RiverNorth Transit (Via) in providing on-demand microtransit services in the UTA's Tooele County Service Area (the "Microtransit Services"), as described in this Agreement; and

WHEREAS, UTA has received a 2021 Federal Transit Administration (FTA) NoLo Emissions grant to support the deployment of a fully electrified microtransit service which will be deployed during the terms of this Agreement;

WHEREAS, UTA and Tooele County desire to agree on the respective roles and responsibilities in fulfillment of this Agreement;

AGREEMENT

NOW, THEREFORE, on the stated 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. **OVERVIEW**

- a. Tooele County shall provide the day-to-day operations, including administrative oversight and support, customer support, and vehicle maintenance responsibilities for Flex Route Services between Tooele and Salt Lake County and Microtransit Services within Tooele County.
- b. Tooele County shall operate vehicles as part of the UTA Flex Route Service connecting Tooele and Salt Lake Counties as determined by UTA in full accordance with the Scope of Services contained in the Exhibits to this Agreement.
- c. Tooele County shall provide the Microtransit services using the Via software system. Such Microtransit services shall be provided in portions of Tooele County (the cities of Erda, Tooele, Stansbury Park and Grantsville) as determined by UTA in full accordance with the Scope of Services contained in the Exhibits to this Agreement.
- d. UTA shall provide service vehicles for Flex Route Services and Microtransit Services.
- e. UTA shall provide Tooele County access to Via's software operating system under sublicense to Tooele County and provide access to scheduling software for scheduled route deviations.
- f. UTA will provide electrical charging infrastructure under sublicense to Tooele County.
- g. UTA will provide technical support for the operations of Flex Route Services and Microtransit Services.
- h. UTA and Tooele County shall annually establish shared goals and objectives for Flex Route Services and Microtransit Services.
- i. Tooele County shall work with UTA to ensure a well-coordinated transition from existing Flex Route and Dial-a-Ride services to Microtransit Services with a seamless transition that aims to provide customers with high-quality and uninterrupted service throughout this process
- j. UTA and Tooele County shall collaborate and support joint marketing, communications, and community engagement initiatives for Flex Route Services and Microtransit Services.

2. **SERVICES TO BE PROVIDED**

- a. Tooele County shall perform all Work as set forth in the Scope of Services (Attached Exhibits). Except for items (if any) which this Agreement specifically states will be UTA-provided, Tooele County shall furnish all the labor, material, and incidentals necessary for the Work.
- b. Tooele County shall perform all Work under this Agreement 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. Tooele County 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. Tooele County shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Tooele County shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

3. **MANAGEMENT OF WORK**

- a. Tooele County's Mobility Manager will be the day-to-day contact person for Tooele County 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 Tooele County 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.

4. **PROGRESS OF WORK**

- a. Tooele County 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. Tooele County 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. Tooele County 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 Tooele County of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Tooele County 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 Tooele County 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, Tooele County 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 Tooele County fails to promptly remedy rejected Work as provided in Section 4.f UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using UTA's own resources. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Tooele County.

5. **PERIOD OF PERFORMANCE**

This Agreement shall commence as of August 7, 2022 and remain in full force and effect until December 31, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period. Extension options may be exercised by UTA upon providing Tooele County with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if Tooele County and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Tooele County under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

6. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Tooele County in accordance with the payments provisions described in Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A 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 A or another provision of this Agreement 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 Agreement.
- c. To the extent that Exhibit A or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Tooele County must refer to the not-to-exceed amount, maximum Agreement amount, Agreement budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit A (as applicable). Unless and until UTA has notified Tooele County 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) Tooele County shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement 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 Tooele County 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 Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Tooele County

owes to UTA under this Agreement.

7. **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 Agreement by reference and made a part hereof:
 1. The terms and conditions of this Professional Services Agreement (including any exhibits and attachments hereto).
- b. The above-referenced documents are made as fully a part of the Agreement as if hereto.

8. **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. Exhibits

9. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Tooele County'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 Agreement to make Tooele County 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 Tooele County to proceed pending negotiation of a Change Order. Any changes to this Agreement undertaken by Tooele County without such written authority shall be at Tooele County's sole risk. Tooele County shall not be entitled to rely on any other manner or method of direction.
- c. Tooele County 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 Agreement, there is a material change with respect to any requirement set forth in this Agreement; 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 Tooele County based on the information included in (or referenced by) this Agreement. In order to be eligible for equitable relief for “constructive” changes in Work, Tooele County must give UTA’s Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Tooele County regards the identified item as a change in Work giving rise to an adjustment in this Agreement.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Tooele County 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 Tooele County’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 22 of this Agreement.

10. **INVOICING PROCEDURES**

- a. Tooele County shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Tooele County shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Tooele County shall include the following information on each invoice:
 - i. Tooele County 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 Tooele County under the Agreement. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Tooele County within thirty (30) calendar days of invoice submittal.

11. **USE OF SUBCONTRACTORS**

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

12. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Tooele County, require Tooele County to suspend, delay, or interrupt all or any part of the Work called for by this Agreement. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Tooele County 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, Tooele County 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 Tooele County's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Tooele County for the additional costs or time, and modify this Agreement by Change Order.

13. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate for convenience based upon legislative direction or lack of funding availability. UTA shall provide 60 days notice prior to exercising this right of termination. If the Agreement is terminated for convenience, UTA shall pay Tooele County: (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 Agreement close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the

termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Agreement. Tooele County shall promptly submit a termination claim to UTA. If Tooele County has any property in its possession belonging to UTA, Tooele County will account for the same, and dispose of it in the manner UTA directs.

Tooele County shall have the right to terminate for convenience based upon direction from a majority vote of the Tooele County Council if a different transportation plan is adopted for Tooele County. Tooele County shall provide UTA with a minimum of 12 months advance notice prior to exercising this right of termination. Tooele County shall take all reasonable measures to mitigate damages to UTA as a result of its termination.

b. **FOR DEFAULT:**

If Tooele County (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 Agreement, UTA may, in its discretion, after first giving Tooele County seven (7) days written notice to cure such default:

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

c. **TOOELE COUNTY'S POST TERMINATION OBLIGATIONS:**

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

14. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Tooele County shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A (or any other provision of this Agreement). 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 Agreement documents, invoices, receipts or other documentation supporting non-labor costs. Tooele County shall also retain other books and records related to the performance, quality or management of this Agreement and/or Tooele County's compliance with this Agreement. Records shall be retained by Tooele County 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. Tooele County agrees that it shall flow-down (as a matter of written Agreement) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

15. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Tooele County or its subcontractors under this Agreement are considered confidential and shall not be made available to any person, organization, or entity by Tooele County without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Tooele County shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain.
 2. Information disclosed to Tooele County by a third party who is not under a confidentiality obligation.
 3. Information developed by or in the custody of Tooele County before entering into this Agreement.
 4. Information developed by Tooele County through its work with other clients;
and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

16. **PUBLIC INFORMATION.**

Tooele County acknowledges that the Agreement and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Tooele County's response to the solicitation for the Agreement 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.

17. **GENERAL INDEMNIFICATION**

Both Parties shall indemnify, hold harmless and defend the other, 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, in whole or in part, by the acts or omissions of the Indemnifying Party or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of either Party to conform to federal, state, and local laws and regulations. The indemnity obligation of a Party shall apply only to the proportionate extent of that Party's negligence.

18. **INSURANCE REQUIREMENTS**

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Tooele County 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 Tooele County".

2. Automobile Liability

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

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 Tooele County, including automobiles owned, leased, hired or borrowed by the Tooele County."

3. Workers' 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 Tooele County or subcontractor is exempt under UCA, AND when Tooele County or subcontractor executes the appropriate waiver form.

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 Tooele County. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Tooele County's assessment of the exposure for this Agreement; for their own protection and the protection of UTA.
2. Tooele County's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Tooele County and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Tooele County's insurance shall be primary with respect to any insurance carried by UTA. Tooele County will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement 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 Agreement Administrators).

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 Tooele County from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE: Tooele County shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Agreement. 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 Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement 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 Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Tooele County's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by Tooele County, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Agreement 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 Agreement amendment, but may be made by administrative action.

19. **OTHER INDEMNITIES**

- a. Tooele County 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 Tooele County's performance under this Agreement. If notified promptly in writing and given authority, information and assistance, Tooele County shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Tooele County 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 Agreement, Tooele County shall, at its expense and through mutual agreement between the UTA and Tooele County, either procure for UTA any necessary intellectual property rights, or modify Tooele County's services or deliverables

such that the claimed infringement is eliminated.

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

20. **INDEPENDENT ENTITY**

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

21. **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 Tooele County in this Agreement or the proceeds thereof without specific written authorization by UTA.

22. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Tooele County arising out of or relating to the Agreement Documents including any disputed claims for Agreement adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 9. Claims must be made by written notice. The responsibility to substantiate a claim rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Tooele County 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 Agreement 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/Tooele County's Mobility Manager	Five calendar days
UTA's Special Services RGM/Tooele County's Heath Dept Director	Five calendar days
UTA's COO/Tooele County's Manager	Five calendar days

Unless otherwise directed by UTA's Project Manager, Tooele County shall diligently continue performance under this Agreement 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 Agreement.

23. **GOVERNING LAW**

This Agreement 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 Agreement will be conducted exclusively in federal or state courts in the State of Utah and Tooele County consents to the jurisdiction of such courts.

24. **ASSIGNMENT OF AGREEMENT**

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

25. **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 Agreement 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.

26. **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

For Flex Routes: ATTN: Joann Scott

For Microtransit: ATTN: Shaina Quinn

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 Tooele County:

ATTN: Cissy Morton

47 S. Main St.

Tooele, UT 84074

- 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 Agreement.

27. AGREEMENT ADMINISTRATOR

UTA's Agreement Administrator for Flex Route Services is Joann Scott and Shaina Quinn for Microtransit Services. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to said Agreement Administrators, or designee.

28. 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.

29. NO THIRD PARTY BENEFICIARY

The parties enter in to this Agreement 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 Agreement.

30. **FORCE MAJEURE**

Neither party to the Agreement 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 Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

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

Tooele County agrees it will not engage in a boycott of the State of Israel for the duration of this Agreement.

32. **SEVERABILITY**

Any provision of this Agreement 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 Agreement.

33. **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Agreement 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 Agreement prevail in any dispute between the terms of the Agreement 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 Agreement.

34. **AMENDMENTS**

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

35. **COUNTERPARTS**

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

36. **SURVIVAL**

Provisions of this Agreement intended by their nature and content to survive termination of this Agreement shall so survive including, but not limited to, Articles 13,14,15,17,18,19,22,23

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

UTAH TRANSIT AUTHORITY:

TOOELE COUNTY:

By _____
Nichol Bourdeaux
Chief Planning & Engagement Officer

By _____
Andy Welch
County Manager

Date: _____

Date: _____

By _____
Cherryl Beveridge
Acting Chief Operating Officer

By _____
Colin Winchester
Deputy Tooele County Attorney
As Approved to Form

Date: _____

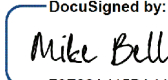
Date: _____

By _____
Jay Fox
Executive Director

By _____
Jared Hamner
Chair, Tooele County Council

Date: _____

Date: _____

By  _____
Mike Bell
Assistant Attorney General
UTA Legal Counsel

Date: 7/26/2022

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Terms of Compensation: Flex Route and Microtransit Services
A-1	Flex Route Service Standards and Payment Adjustments
B	General Requirements: Flex Route and Microtransit Services
B-2	Tooele Service Area Vehicles
C	Scope of Services: Microtransit Services
D	Scope of Services: Flex Routes
E	FTA Required Clauses
F	Spill Response & Reporting Standard Operating Procedures
G	Engine Idling Standard Operating Procedures
H	Accident-Incident Reporting Forms
I	Flex Route Deviation Manifest Example
J	Vehicle Maintenance Procedures
K	The Authority's Equal Employment Opportunity Policy
L	UTA Drug and Alcohol Policy Statement
M	Flex Route Monthly Operating Report Form
N	National Transit Database Report Form
O	UTA Service Concern Form

Note: Exhibits E through O are UTA policies, procedures, or forms in which Tooele County agrees to comply with. Physical copies of these policies, procedures, and/or forms will be provided to Tooele County prior to execution of the Agreement with the understanding that they may be updated from time-to-time. UTA shall provide updated policies, procedures, and/or forms to Tooele County as updates occur but no less than annually.

EXHIBIT A

TERMS OF COMPENSATION – SECTION 6 FLEX ROUTE & ON-DEMAND MICROTRANSIT

TOOELE AREA CONTRACTOR PROVIDES TRIP DISPATCHING, RUN MANAGEMENT SERVICES AND RADIO COMMUNICATIONS ON SITE AT THEIR GARAGE TOOELE COUNTY (Contractor)

Compensation to Tooele County, as detailed under Section 6 of the Flex Route and On-Demand Microtransit Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. Revenue vehicle service hours for Flex Route and On-Demand should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time for fueling, all driver rest and lunch breaks, training, road tests, and vehicle breakdowns.

1. Itemized Fees

Route F543	2022	2023	2024	2025	2026	2027	Total Five Year Cost
Monthly Fixed Cost*	\$37,700	\$90,480	\$94,836	\$99,408	\$104,208	\$109,248	\$535,880
Hourly Rate	\$58.93	\$58.93	\$61.88	\$64.97	\$68.22	\$71.63	
Annual Hours	1,771	4,250	4,250	4,250	4,250	4,250	
Annual Hourly Cost	\$104,355	\$250,453	\$262,990	\$276,123	\$289,935	\$304,428	\$1,488,283
Fuel**	\$43,702	\$100,515	\$105,541	\$110,818	\$116,359	\$122,177	\$599,111
Total Cost Route F543	\$185,757	\$441,448	\$463,367	\$486,348	\$510,502	\$535,852	\$2,623,274
Microtransit (UTA On Demand)	2022	2023	2024	2025	2026	2027	Total Five Year Cost
Monthly Fixed Cost*	\$146,430	\$351,432	\$368,292	\$385,980	\$404,556	\$424,068	\$2,080,758
Hourly Rate	\$45.33	\$45.33	\$47.60	\$49.98	\$52.48	\$55.10	
Annual Hours	5,365	12,875	12,875	12,875	12,875	12,875	
Annual Hourly Cost	\$243,177	\$583,624	\$612,850	\$643,493	\$675,680	\$709,413	\$3,468,235
Fuel***	\$31,000	\$74,400	\$0	\$0	\$0	\$0	\$105,400
Total Cost Microtransit	\$420,607	\$1,009,456	\$981,142	\$1,029,473	\$1,080,236	\$1,133,481	\$5,654,393
	2022	2023	2024	2025	2026	2027	Total Contract Value
Total Operating Cost	\$606,364	\$1,450,903	\$1,444,509	\$1,515,821	\$1,590,738	\$1,669,333	\$8,277,667
Contingency 10%***	\$60,636	\$145,090	\$144,451	\$151,582	\$159,074	\$166,933	\$827,767
Total Not to Exceed Amount	\$667,000	\$1,595,994	\$1,588,960	\$1,667,403	\$1,749,811	\$1,836,266	\$9,105,434

*Fixed costs include building rent, support services and mobility managers. Support Services includes the salaries & benefits for one FT Lead Worker, 2 FT Maintenance employees, and 2 FT dispatchers. The costs are split 80% for Microtransit, 20% for Flex Route.

Mobility Management is paid 80% by Tooele 5310 and 5311 UDOT contracts. The remaining 20 percent is split--15% of Mobility Manager & Office Manager under Microtransit, with 5% under the Flex Route.

** Actual fuel charges will be calculated on the monthly invoice.

*** Contingency to be used at UTA's sole discretion.

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. The hourly rates for dedicated vehicles service are as follows:

	Service Rate for On-Demand Microtransit Service	Service Rate for Flex Route Service
Year 1: August 1, 2022 through December 31, 2022	\$45.33	\$58.93
Year 2: January 1, 2023 through December 31, 2023	\$45.33	\$58.93
Year 3: January 1, 2024 through December 31, 2024	\$47.60	\$61.88
Year 4: January 1, 2025 through December 31, 2025	\$49.98	\$64.97
Year 5: January 1, 2026 through December 31, 2026	\$52.48	\$68.22
Year 6: January 1, 2027 through December 31, 2027	\$55.10	\$71.63

EXHIBIT A-1
SERVICE STANDARDS AND PAYMENT ADJUSTMENTS

1. SERVICE STANDARD ADJUSTMENTS

Tooele County hereby agrees that pursuant to the Flex Route Services and Microtransit Agreement, Tooele County will keep detailed and complete records of the below-specified indicators of service performance. Tooele County shall organize by service type (by specific Flex Route) such records in a manner such that the records are readily available for the UTA's inspection, and Tooele County shall provide such records and any supporting documentation to UTA upon request.

- A. Tooele County's average vehicle productivity as calculated by revenue passengers per hour. Tooele County shall follow reasonable instructions and guidelines provided by UTA in the calculation of vehicle productivity. Tooele County must complete required information in the Excel spreadsheet as provided by the 5th of each month for the prior month's ridership information.
- B. The percentage of the Tooele County's total scheduled trips which are on-time. For purposes of the Flex Route Agreement, on-time shall be defined as zero (0) minute before the published scheduled. For purposes of the Microtransit Agreement, on-time shall be defined as within five (5) minutes of the quote customer pick up time. Tooele County must synchronize their clock with UTA daily, and must have a verifiable clock to be used by each driver to insure a consistent measurement of time. The bus MDC/radio and Via Driver app will be considered "the verifiable clock" rather than individual watches which are not sufficient unless they are synchronized with the dispatch center.
- C. The number of customer complaints pertaining to Tooele County, as well as the number of customer complaints pertaining to Tooele County which, after investigation by UTA and/or Tooele County, are deemed to be valid.

After the first year of Tooele County's service pursuant to the Flex Route Services and Microtransit Agreement, Tooele County and the UTA shall meet for the purpose of discussing Tooele County's service during the initial year and reviewing the results of the above-specified indicators of service performance. At that meeting, UTA and Tooele County shall mutually agree on Tooele County's goals with respect to such standards during the following years for which the Agreement is in effect.

2. LIQUIDATED DAMAGES

The following procedure will be used by UTA in noticing and assessing liquidated damages in compliance with Tooele County:

Assessment Procedure

UTA is committed to provide a value driven service to the riders we serve. In order to assure

a high quality of service under this Agreement UTA and Tooele County must maintain a constant flow of information. To meet the requirement Tooele County agrees to submit liquidated damage performance measurement in summary information with their monthly invoice documents. Tooele County also agrees to include with the summary all supporting documentation for UTA's review. UTA will submit notification of the liquidated damage assessment to Tooele County, wherein Tooele County has five (5) business days from receipt to respond back to the UTA.

- A. UTA may assess liquidated damages for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Subsection 2B identifies several performance failures that UTA anticipates would give rise to the assessment of liquidated damages. Subsection 2B also sets out an anticipated amount of liquidated damages for each violation. The specific liquidated damages to be applicable to Tooele County's performance will be set forth in the Contract.
- B. UTA may, in its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to Tooele County. UTA will provide Tooele County with prior notice of the liquidated damages to be assessed, and will consider documented information from Tooele County that outline any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of Tooele County.

The performance failures set forth below may result in an assessment of liquidated damages to Tooele County:

(1) Refusal of a Trip. Tooele County agrees to accept all trip requests, and staff in accordance with daily demand.

a) In the event Tooele County must turn back a trip UTA, Tooele County will be assessed liquidated damages in the amount of \$25.00 per trip.

(2) Confidentiality. UTA considers all information listed on the manifest or contained in the Trapeze system as confidential. Tooele County shall protect all written or electronic data. In the event that Tooele County uses any confidential information for the purpose other than set forth in this Agreement will be assessed liquidated damages in the amount of \$1,000.00 per incident.

(3) Data Collection or Service Performance Monitoring. In order to capture all of the information needed to monitor service performance the Operators should then record the actual arrival at the origins and the drop-off times at the destinations, and fare payment. Cancellations and no-shows should be recorded both by the operators and the dispatchers and recorded on the final operator manifests. Tooele County is expected to update no show information into Trapeze and the Radio Log immediately, with all other information updated within 7 days from the date of service. At the sole discretion of UTA,

a) For each day in excess of 7 days the Authority will assess liquidated damages in the amount of \$25 per route per day.

b) In the event UTA discovers inconsistency between original data and computer data, and discovers the information was intentionally entered incorrectly UTA will assess liquidated damages in the amount of \$1,000.

c) In the event UTA discovers fraudulent reporting of arrival or departure times on the driver's manifest, UTA will assess liquidated damages in the amount of \$2,500.

(4) Improper Vehicle Appearance.

a) If UTA determines that Tooele County has failed to maintain the cleanliness of a Revenue Vehicles in compliance with Exhibit D of this Agreement, UTA will assess liquidated damages of \$25.00 for each vehicle in non-compliance for each day the situation exists.

b) If UTA determines that Tooele County failed to maintain the vehicle appearance standard of a Revenue Vehicle in compliance with Exhibit D, UTA will assess liquidated damages of \$25.00 for each vehicle in non-compliance for each day the situation exists.

(5) Below Standard Vehicle Maintenance Performance. The following vehicle Maintenance items have been identified as having significant impact to the effective and efficient operation of Flex Route and Microtransit Services. Failure to perform to specified standards may result in the assessment of these amounts:

a) Failure of a Vehicle Operator to properly complete a pre-trip inspection will be assessed at \$100.00 per occurrence.

b) Failure to conduct 100% of Performance Maintenance Inspections (PMI) within the required 3,000 mile interval will be assessed \$1,000.00 per vehicle operated in excess of 500 miles past the schedules PMI.

c) Failure to maintain effective maintenance as identified by the standard of 10,000 miles between valid mechanical road call will be assessed at \$100 for each valid mechanical road call under 10,000 miles in a monthly reporting period. NOTE: Road call mileage is calculated by dividing the number of valid mechanical road calls by the total number of revenue vehicles traveling in any monthly reporting period. For example, 500,000 miles traveled per month with 50 valid road calls equals 10,000 miles between road call.

d) Liquidated damages in the amount of \$1,000 shall be assessed

against Tooele County for each instance where vehicles have not been maintained as required in Exhibit I.

(6) Failure to Maintain the Personnel Plan.

a) Failing to provide adequate operator staffing to meet the daily demand will result in a \$500.00 fine per run plus the deduction in difference between the hourly rate charged by Tooele County and the actual cost to UTA should UTA have to fill the run by an employee of UTA.

C. After the conclusion of each month, UTA will calculate and notify Tooele County in writing of any liquidated damages to be imposed for that month.

(a) If Tooele County disagrees with the liquidated damages imposed, it will respond to the UTA in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation. Unless rescinded based on information from Tooele County all amounts of liquidated damages imposed will be deducted by UTA from the payment for services otherwise due to Tooele County.

(b) Should amount due to Tooele County for services rendered be less than the liquidated damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to Tooele County. If Tooele County contests the assessment of liquidated damages, the dispute is subject to resolution pursuant to the FTA Master Agreement (see section #14 Breaches and Dispute Resolution under the federal clauses of the RFP).

3. OTHER PAYMENT ADJUSTMENTS

Liquidated damages in the amount of \$1,000.00 shall be assessed against Tooele County for each instance where a driver providing the UTA's service is found by UTA to be unqualified or to not have received the required minimum amount of training. The parties acknowledge that they have agreed to liquidated damages because in the event that Tooele County were to breach the Flex Route or Microtransit Services Agreement in either of the manners outlined above, UTA would sustain actual damages that would be difficult to ascertain and quantify. The parties acknowledge that the figures provided above are good-faith estimates of such damages.

UTA shall collect and retain fare revenue for ADA Flex Route and Microtransit services. UTA shall schedule for farebox retrieval for Flex Route, cash fare collections will not be accepted on Microtransit services.

UTA's Drug and Alcohol Policy shall be administered and paid for by Tooele County. Costs should be considered part of Tooele County's operational costs and should be included in Tooele County's rate as specified within this Agreement.

The FBI BCI level background check shall be administered and paid for by Tooele County. Costs should be considered part of Tooele County's operational costs and should be included in Tooele County's rate as specified within this Agreement.

In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing or decreasing Tooele County's operating costs, Tooele County and UTA shall meet to discuss the impact of these costs and may, subject to the approval of UTA and Tooele County, negotiate adjustments to Tooele County's rates as specified herein.

EXHIBIT B:

General Requirements: Flex Route and Microtransit Services

Tooele County shall provide Flex Route and Microtransit Transportation Service on behalf of UTA, utilizing vehicles provided by UTA.

BACKGROUND

The Utah Transit Authority (UTA) is responsible for the development, implementation, and maintenance of public transportation services within its service area along the Wasatch Front. As part of this process, we are sharing with Tooele County an overall Mission Statement, Vision and Operational Priorities to serve as general guidelines for daily operations.

MISSION STATEMENT

Utah Transit Authority strengthens and connects communities enabling individuals to pursue a fuller life with greater ease and convenience by leading through partnering, planning, and wise investment of physical, economic, and human resources.

VISION

Provide an integrated system of innovative, accessible and efficient public transportation services that increase access to opportunities and contribute to a healthy environment for the people of the Wasatch region.

OPERATIONAL SCENARIOS

There are **two** modes of service types being performed by Tooele County:

1. Flex Route(s) F453. The deviation service requirement is Monday-Friday between 8:00-17:00.
2. Microtransit “UTA On-Demand” services Monday-Friday between 7:00-19:00.

UTAH TRANSIT AUTHORITY’S OPERATIONAL PRIORITIES

1. Safety

Emphasize safety of our customers, employees, equipment and community in all aspects of our operations and maintenance services.

2. Earn and Retain the Community’s Trust

Engender trust and accountability and satisfy and exceed the expectations of citizens, customers, and employees; increase ridership; operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; provide service that is ADA compliant and meets our customer’s needs.

3. Provide Outstanding Customer Service

Provide consistently high-quality service to customers at every interaction with UTA; be rated by customers, the community, and employees as providing excellent customer service

as measured annually in surveys.

4. Employee and Organizational Development

Have a well-trained and highly productive workforce; promote healthy dialogue on important issues; reduce employee injuries.

5. Environmental

UTA takes a proactive approach to environmental management and compliance with all federal, state, and local regulations through its Environmental Management Systems (EMS). The program focusses on continuous improvement of environmental performance by evaluating the impacts of UTA's activities, products and services it makes in the community.

6. Technology

UTA currently uses Trapeze PASS software products to manage Flex Route service delivery and Via technology for Microtransit services. Use of the technology systems listed in this section are required for fulfilling this Agreement. UTA reserves the right to change, enhance or discontinue use of current technology as new technologies are embraced by UTA. Tooele County shall participate in any future technology testing/implementation that may be required by UTA. Tooele County shall comply with UTA direction on all procedures for transferring, entering and managing data necessary to operate or monitor daily services.

Software required and distributed by UTA under this Agreement shall be for the exclusive use of this Agreement. Tooele County shall protect the software from unlawful copying, duplication, and theft.

7. Introduction

This Scope of Services will detail two modes of Public Transportation Services Delivery, Vehicle Maintenance and Administration Services. #1 Curb-to-curb Flex Route services between Tooele County and Salt Lake Tooele County, #2 Microtransit services to portions of Erda, Tooele, Stansbury Park, and Grantsville cities, in Utah Transit Authority's Tooele County service area obligation. All transportation service shall be delivered as shared-ride and curb-to-curb transportation service unless noted otherwise. Services are inclusive of, but not limited to, providing transportation services for passengers with disabilities who are ambulatory, mobility dependent and transportation disadvantaged. Tooele County will utilize vehicles provided by UTA as set forth in Exhibit D-2. The service areas and service hours are set forth in Exhibit B, C and D-1.

8. UTA Provided Software:

- **Via Operations Center (VOC)**
- **Via Driver app**
- **Via Reporting Application**
- **Trapeze Pass workstation V17**
- **Trapeze Reports V17**
- **UTA paper manifest V17**
- **Trans Track Customer Concerns module**
- **UTA Radio Log**

Tooele County is required to fill out a UTA Contractor access form to obtain permission to use UTA provided technology and software. UTA will provide procedures and instructions in writing related to Contractor access to and use of required technology.

Tooele County shall provide an up-to-date list of active software users and their software access. Tooele County is responsible for notifying UTA within 24 hours of the employees' separation to ensure access has been terminated. Failure to do so is subject to Liquidated Damages see Exhibit A-1.

Tooele County employees may not share passwords to gain access to UTA software. Failure of compliance is subject to Liquidated Damages see Exhibit A-1.

Employees are required to change their passwords every 60 days. If this fails to occur, the employee will be locked out of the system. Any performance standard failures due to this action is subject to Liquidated Damages see Exhibit A-1.

Tooele County is responsible for personnel training and testing to ensure real-time data is transmitted to the correct mobile devices for Via application and UTA MDT's. Tooele County must notify UTA immediately of communication failures.

In the event of software or technology failure, use of a paper manifest will be required. No interruption of service or Service Performance levels may occur due to technology failure. Tooele County will develop and provide a written emergency backup plan to UTA in case of a technology failure.

If it is necessary to use a paper manifest, all trip data must be recorded in permanent and legible manner on the manifest, including:

- Accurate pick up times at all origins and drop off time at all destinations.
- Reconciliation of all passengers and passenger types transported with address information.
- No Show and Missed Trip information with appropriate notes.
- Beginning and ending mileages.

UTA reserves the right to add or alter the information that must be recorded. Tooele County is responsible for supplying high speed secure internet connections to all computers used in service delivery. Via Application requires mobile data plans and assigned mobile devices for each vehicle. If Tooele County installs a WiFi or mobile hotspots, Tooele County will ensure equipment will not interfere with systems or equipment provided by UTA.

Tooele County must provide Key Personnel with individual email accounts for daily use. All email account lists must be updated and distributed to appropriate UTA staff when there is a change in personnel.

Tooele County shall create a minimum of one (1) email distribution list for their Key Personnel and one (1) for their leadership team that can be accessed from outside of the Contractor network through an email address. This will allow for UTA staff to add the provider to it internal contact lists. Tooele County is responsible for maintaining the accuracy

of distribution lists.

9. Personnel Plan

For this Agreement Key Personnel shall be identified as: operations manager, safety officer, maintenance manager, operations trainer, radio dispatchers (if applicable), and dispatch coordinators (if applicable). Tooele County may assign multiple functions to a single position.

A. Staff Hiring, Retention, and Training Requirements

- Tooele County will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors. Wages and work hours shall be in accordance with Local, Tooele County, State, and Federal regulations affecting such personnel. Notwithstanding the foregoing, UTA will have the right to notify Tooele County of any problems or concerns involving the performance or conduct of an employee or subcontractor who is participating in the provision of the UTA services. Tooele County shall respond immediately to any such notice and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of employees from provision of service for UTA. Tooele County shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.
- Tooele County including all its agents, employees, independent contractors, and subcontractors, shall carry out its obligations under this agreement in compliance with the regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended from time to time, and the regulations promulgated thereunder, in order to protect the privacy of all individually identifiable protected health information that is created, received, collected, processed or learned as a result of services provided under this agreement.

B. Retention

- Tooele County shall be solely responsible for the satisfactory work performance of all employees described in this Agreement and any reasonable performance standard established by UTA. Tooele County shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. **It is of paramount interest to UTA and in the best interest of passengers that Tooele County employees and subcontractors are properly trained and gain hands-on experience in their craft.**
- It is UTA's belief that high turnover reduces service quality. In order to indicate the level of commitment to encouraging retention and longevity of employees and subcontractors, Tooele County is required as part of the proposal to submit a retention plan, including, but not limited to, starting wages and wage progress for operators, mechanics, dispatchers and dispatch coordinators.

10. Personnel

A. Drivers

- Tooele County shall provide qualified drivers with good customer service skills, serving people with disabilities, mobility devices, and who are legally qualified for

safe vehicle operations in accordance with Utah State law and federal regulations.

- Tooele County shall establish minimum standards and driver qualification requirements pursuant to applicable state and federal regulations if applicable which instill an elevated level of public confidence and safety when using the service.
- Tooele County shall ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
- Tooele County shall conduct drug testing as part of driver recruitment, including following all applicable Federal Transit Administration (FTA) guidelines on post incident/accident drug and alcohol testing or reasonable suspicion drug and alcohol testing.
- Tooele County shall provide all technical onboarding and support as well as implement a structure for ongoing safety and service reminders.
- Tooele County shall have the ability to adapt onboarding and other informational materials to ensure that personnel are made aware of applicable future changes or requirements by the State of Utah, Federal Transit Administration, Center for Disease Control and Prevention, etc.

B. Administration Personnel

- Tooele County shall provide administrative staffing, facilities, computer and other equipment, and other resources necessary for the operations, management and customer service functions for the Flex Route and Microtransit services.
- Tooele County shall maintain a dispatch function to manage daily service deployment, driver communications and dispatching, customer call center, and any other function required to operate the service. Tooele County shall be responsible for dispatching and communicating with their vehicle drivers directly for nearly all operational issues such as passenger issues, location issues, lost vehicle operators, vehicle breakdowns, accidents, incidents, and other similar issues.

C. Maintenance Personnel

- Tooele County shall provide maintenance personal or maintenance contracts necessary for vehicle maintenance procedures as described within this Agreement.

11. Trip Scheduling, Runs Management, and Service Eligibility assessments

UTA intends to manage all planning, routing, run time alignments, and scheduling of trip deviations for any Flex Routes Services. Tooele County will perform all Operations support including dispatch functions for Microtransit services, including driver shifts, vehicle availability and shared ride opportunities. This includes trip reservation requests for those unable to use the Smart Phone application to schedule requests for same day ride on Microtransit trips.

Tooele County is expected to provide adequate staffing and vehicle availability to avoid any service delay or service performance standards failures for each day of service. UTA reserves the right to schedule trips in a manner that best serves system performance and passenger experience. This could include use of a discretionary work assignments, including, but not limited to directly operating trips within contracted service areas.

12. Inclement Weather

In the event that extreme weather conditions or natural disaster renders operations unsafe, Tooele County, after consultation with and telephone authorization by UTA, shall temporarily suspend services or temporarily relax service standards. If services are suspended, Tooele County shall endeavor to contact customers and UTA shall endeavor to make public service announcements on local television stations.

Tooele County shall have the responsibility for making every effort to contact riders who are awaiting transport home and shall provide such transport if safety and prudence permit. In the event Tooele County is unable to directly provide or, through a subcontractor arrange for the return service, Tooele County shall contact UTA's office.

13. Complaint Management and Resolution

UTA's complaint management process has three (3) main purposes. The first is to provide a means for feedback between staff and customers, in order to improve the customer's experience with the system, and improve the performance of the system. The second is to alert management to any potential problems before they become safety hazards or persistent service problems. The third is to record and catalog complaints, so that management and consumers have a means of tracking trends. The process is as follows:

Customers wishing to register a complaint are directed to call the UTA. UTA will take all concerns and enter them into a database, forwarded electronically or via fax to Tooele County for the response from Tooele County and/or driver, and the resolution.

- Complaints relating to Tooele County will then be forwarded to Tooele County. Tooele County will research the complaint. A verified complaint is one that clearly violates established policies or procedures. Tooele County will be required to respond to UTA within five (5) business days. If Tooele County cannot respond within that time frame, Tooele County must request a time extension from UTA (if a time extension is granted, Tooele County must call the customer to tell them that a response will be delayed, and to estimate when the response will be forthcoming). Tooele County shall document the response in UTA's customer complaint system forwarded by UTA, and respond electronically or by fax that response to UTA. All complaints, whether verified or unverified, shall be documented in UTA's concern system, and maintained on site by UTA.
- In all instances, service complaints involving an issue of safety must be reported to the UTA immediately. Further investigation may be handled directly by UTA, depending on the circumstances.

14. Incident Reporting

Tooele County shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, driver manifest, fare dispute, system issues or other reason, by completing and submitting UTA's Service Concern Form (Exhibit I), as soon as possible, but not more than one (1) day following the incident. Severe difficulties requiring immediate attention should be telephoned to UTA's Paratransit Concerns Department at (801) 287-5334.

UTA reserves the right to determine whether corrective or disciplinary action, up to and including suspension and termination of service for riders, is warranted and, as appropriate, inform Tooele County of the decision or course of action to be taken.

15. Accident Reporting

Tooele County shall immediately report any accidents or incidents involving injury, even minor injury, to riders, drivers or others, and damage to vehicles and property while the vehicle is in service to the Authority by calling the Authority's Radio Control Center at (801) 287-4557, and shall submit to the Authority a copy of its Incident/Accident Report Form shown in Exhibit G. For riders who, due to their disability, cannot contact someone to inform them they will be delayed, Tooele County must notify rider's caregiver of any accident/incident occurred when the rider was on board the vehicle to prevent panic or concern in case of delay or incident reporting by the rider.

16. Spill Response Reporting

Tooele County shall immediately clean up and report any hazardous waste or material which when spilled becomes a hazardous waste generated by service vehicles. UTA's Spill Response and Reporting Standard Operating Procedures can be found in Exhibit E.

17. Customer Surveys and Ride Checks

UTA may periodically conduct a rider survey to gauge customer satisfaction. Responses will provide a "reality check" on the accuracy of the data being reported by Tooele County. The survey will also elicit perceptions of and attitudes toward different components of the system. Depending on the level of customer satisfaction, UTA may also retain the services of a third-party to conduct ride-checks incognito.

18. Performance Measurement

UTA will evaluate Tooele County's performance on a monthly basis, focusing on the service performance measures identified in Exhibit A-1.

19. Contract Manager

Tooele County shall designate a contract manager for services provided under this Agreement who is responsible for supervising all actions taken by Tooele County and for handling complaints, requests and inquiries.

20. Communication

Tooele County shall be in contact with all vehicles, providing service via two-way radio or the Via VOC and Via Driver App. On-Site Dispatchers shall be responsible for communicating directly with vehicle operators regarding all operational issues, including:

- Maintaining service performance standards
- On-time pull outs and performance
- Coverage of driver work
- Trip routing
- Seamless passenger transfers (if required)
- Same-day trip requests
- Transportation of stranded riders
- Operator navigation assistance

- Origin/destination issues
- Reasonable Service Modifications requirements
- Fare resolution
- Passenger disruptions
- Close calls/near misses, accidents, and any mechanical issues or other incidents
- Verbal directions to address services issues UTA deems important.

On-site Dispatch shall be on duty 30 minutes before service begins and continue during all hours in which the vehicles are in service.

21. Vehicle Maintenance

Tooele County shall be responsible for all vehicle maintenance procedures. This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" described in Exhibit J. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the UTA may reasonably direct Tooele County to implement during the term of the contract. The cost of all maintenance will be borne by Tooele County and included in the hourly operating rate described in Exhibit A. Tooele County shall regularly clean the vehicles and provide enhanced cleaning procedures to ensure customer health and safety (i.e. support COVID-19 cleaning and safety protocols as recommended by the Centers for Disease Control and Prevention (CDC)).

22. Vehicle Storage Facilities

Tooele County may choose to store vehicles at the UTA facility located at 90 South Garnet Street, Suite 2, building 659, Tooele, UT for overnight storage, cleaning, and charging purposes. Tooele County may choose to store some or all of the vehicles at a Tooele County owned or leased facility, which is safe and secure at their own expense.

23. Fuel

Tooele County shall be responsible for fueling all vehicles (if applicable). The base contractual reimbursement rate will exclude fuel costs which will be paid for by UTA, and be on a per dedicated vehicle basis.

24. Electric Vehicle Charging

UTA and Tooele County will deploy a Microtransit service during the terms of this Agreement which uses an electric vehicle or fleet of electric vehicles. UTA will collaborate with Tooele County to identify optimal vehicle charging locations. UTA and Tooele County shall continuously seek to advance, optimize and implement electric and renewable energy vehicle technologies. Tooele County shall be responsible for charging all Microtransit vehicles. UTA shall pay for all electric charging expenses for Microtransit services.

25. Regulations and Compliance

Tooele County shall comply with all state and federal regulations required for operations of a public transit service, including but not limited to:

- Compliance with Title VI and Americans with Disabilities Act (ADA) regulations.

- Compliance with any other required items for legally and safely operating a transportation service in the State of Utah.
- Compliance with any other required items for legally and safely operating a transportation service in accordance with federal regulations.
- UTA will provide access to an ADA or Title VI compliance staff member for mediation of issues and compliance guidance.
- Tooele County shall comply with any UTA operating procedures or policies which are agreed upon and included as Exhibits to this Agreement.

EXHIBIT B-2: VEHICLES

Flex Route Vehicles

	Vehicle #	License #	Vehicle I.D.	Year
1	19201	219574EX	Ford E450 Flex	2019
2	19202	219575EX	Ford E450 Flex	2019
3	14203	210485EX	Chevy 4500 Glaval Flex	2014

Microtransit Vehicles

	Vehicle #	License #	Vehicle I.D.	Year
1	11502	508122EX	5TDKK3DC0BS028647	2010
2	11528	205944EX	5TDZK3DCXBS062013	2010
3	11539	508963EX	5TDZK3DC4BS098344	2011
4	13501	209781EX	5TDZK3DC9DS385164	2013
5	13505	209778EX	5TDZK3DC8DS388041	2013
6	14502	513643EX	5TDZK3DC5ES468768	2014

Note: UTA may add additional vehicles or change out vehicles from time to time based on ridership demand and health/age of the vehicles.

EXHIBIT C

SCOPE OF SERVICES: MICROTRANSIT SERVICES

Overview

UTA On Demand (Microtransit Services) is a demand responsive microtransit service which connects communities with transit options as well as other local destinations in a designated service area. This innovative form of transportation connects riders with other transit services as well as to other local destinations in the community. The app-based technology matches multiple riders headed in a similar direction into a single vehicle, with routing that allows for quick and efficient shared trips without lengthy detours or relying on fixed route schedules. Tooele County shall perform the Service as described within this Scope of Service.

1. Demand Response Trips

On-demand trip represents a range of innovative demand response services. Trips are commonly booked through the UTA On Demand smart phone app. These trips are directly assigned to a driver in real time as the trip is requested with minimal dispatcher intervention. Riders are also able to book trips by telephone for this service through a dedicated telephone number to be scheduled and dispatched by Tooele County. Tooele County shall transport ambulatory and non-ambulatory customers from a nearby corner or from curb-to-curb in a courteous, safe, and efficient manner.

2. Personnel

Tooele County shall provide all necessary personnel such as drivers, mechanics (or maintenance contracts), administrative, customer service agents, project managers, and others as described within Exhibit B of this Agreement.

3. Rider app

UTA will provide riders with access to the UTA On Demand app, through which Riders will be able to book and pay for rides on a shared and on-demand basis.

4. Driver app

Tooele County shall use the Via Driver app for the day-to-day driver operations of the Microtransit Service which provides efficient turn-by-turn directions, allows drivers to start and end driving time, schedule breaks, and contact live support.

5. Administrative Console and Via Operations Center (VOC)

UTA shall sublease to Tooele County at no cost, the Via driver facing app and VOC, the administration oversight, dispatch, and telephone booking functions of the UTA On Demand service as part of the agreement between UTA and Via.

6. Service Parameters and Trip Characteristics

UTA shall determine all configurable service parameters and trip characteristics associated with the Microtransit Service, which may be modified from time to time.

- Pooled rides of 1 to 8 passengers

- Maximum wait time for pickup: 25 minutes
- Average wait time for pickup: 15 minutes or less
- Percent of ride requests completed: 80% or higher
- Average walk distance to stop: 0.10 miles
- Maximum walk distance to stop: 0.25 miles
- Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle
- Corner-to-corner service for customers for operational efficiencies
- Curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties using a wheelchair or a promo code as provide by UTA
- Ability to add passengers to a route in progress
- In the rare event of a Via software outage, County will attempt to continue to operate the Microtransit service using a fall back plan

7. Geographic Coverage Zone

The Service boundaries shall represent an approximately 52 square mile coverage zone in Tooele County, Utah which includes the cities of Erda, Tooele, Stansbury Park, and Grantsville. See Section 13 of this exhibit for a map of the service zone boundary. UTA may modify or expand the Geographic Coverage Zone with 30 days advance written notice to Tooele County.

8. Service Days/Hours

Service days shall be Monday through Friday, operating between the hours of 7:00 to 19:00 for the general public. UTA may determine to expand service days and hours with 30 days advance written notice to Tooele County. Tooele County shall be entitled to submit a request for an equitable adjustment (REA) should service hours be materially expanded.

9. Holidays

Holiday service generally offers a reduced level of demand for the Service. Holiday service levels shall be determined by UTA with at least four weeks advance written notice provided by UTA to the County.

10. Rider Fares

Rider Fares and Rider Fare discounts shall be set by UTA including any discounted and promotional fares. UTA shall retain all fares collected through the Rider app. Rider Fares collected though a concierge booking service for customers without smartphones shall be reported to UTA and deducted from the billing to UTA on a monthly basis.

11. Rider Payment

UTA will ensure acceptance of Rider Payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Cash is not accepted on the Service. County will provide a concierge booking service for riders without smartphones. The concierge service will include a rider payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

12. Reporting Requirements

Tooele County will provide monthly data from the Microtransit Service, including customer comments, fuel usage, vehicle breakdowns, incidents or accidents, and any required National Transit Database required (NTD) data. Data shall be made available in formatted numerical and graphical reports.

13. Microtransit Service Map

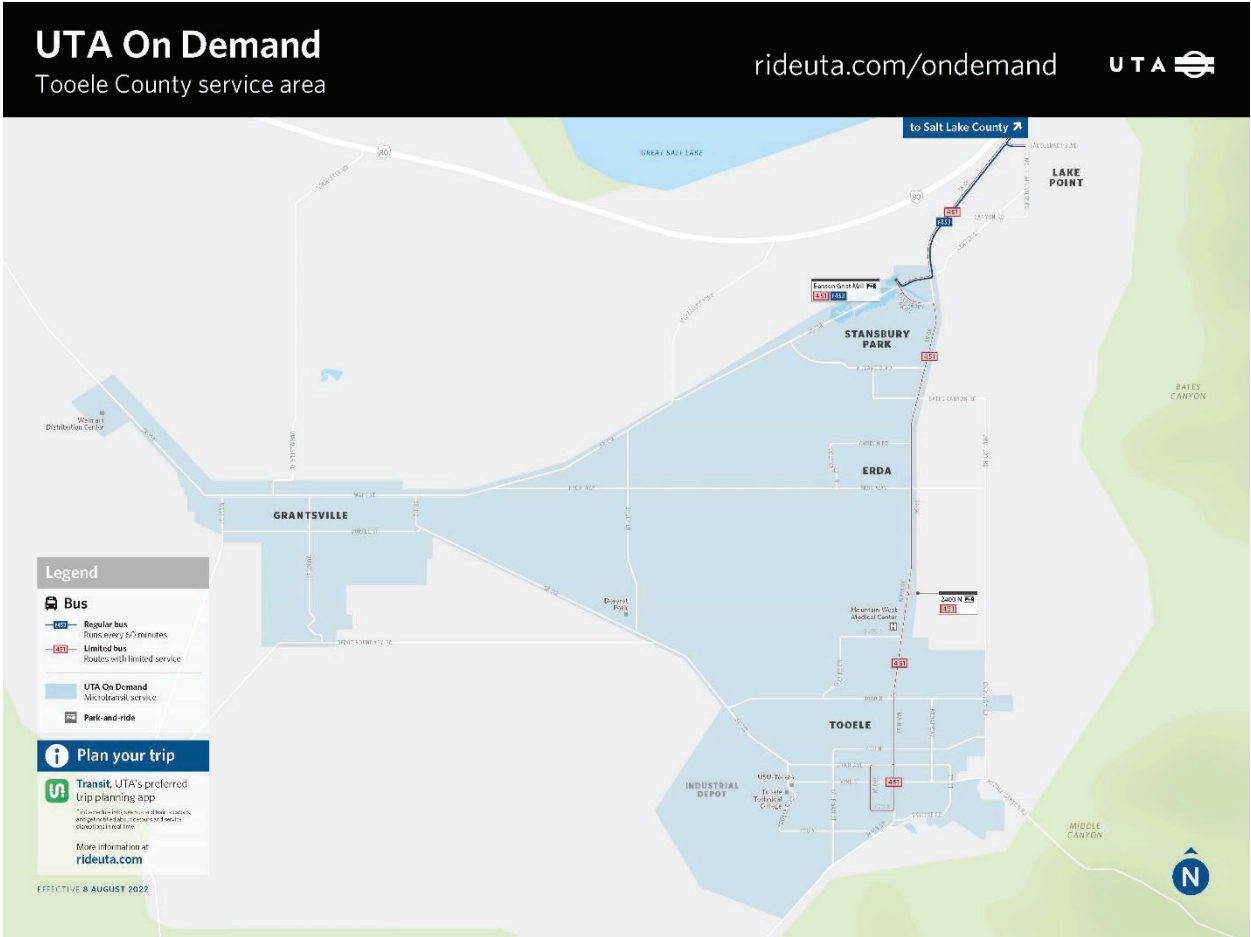


EXHIBIT D

SCOPE OF SERVICES – FLEX ROUTES

1. Introduction

The Contractor shall provide Flex Route Transportation Service on behalf of the Authority, utilizing vehicles provided by the Authority.

2. Reserved – Not Used

3. Dispatching

The Contractor shall be in contact with all vehicles providing service via two-way radio/cell phone communications. A dispatcher shall be available during all hours of vehicle service to respond to both driver and customer inquiries. The Contractor is expected to keep the service on time and find staff resources and vehicles necessary to do so if requested, when delays are within the Contractor's control. Driver shortage is deemed within the Contractor's control.

The Contractor shall not transport passengers without proper fare without the approval of the Authority.

4. Driver Wait Time and No-Shows

Once a vehicle has arrived at a pick-up point, rider is expected to be at the curb, and as such, the driver is expected to continue in service if the customer is not at the scheduled service deviation. If the customer is not at the scheduled service deviation, the driver will contact dispatcher who will confirm the current time, ask the arrival time, and confirm the location including anything that might distinguish the location should a dispute occur. The dispatch may instruct the driver to depart or to wait additional time if doing so does not prevent the bus from remaining on schedule and confirm the departure time. If there is a discrepancy in time between the dispatcher and driver, the driver must correct their time, and if appropriate, correct arrival information on the manifest making a note of why time change occurred and hold for additional time if required to do so.

If the customer does not show up for the trip, arrives after the wait time, or cancels the trip at the pick-up location, the trip is immediately marked in Trapeze and the Radio Log as a "no-show." The Authority may mail out no show, late cancellation, and same day cancellation cards to riders.

5. Reserved – Not Used

6. Driver Duties

Drivers shall be courteous at all times and be out of their seat to assist passengers

upon request, announce themselves to orient riders with visual disabilities to the bus, make mandatory stop announcements in accordance with ADA. Drivers should ask rider how they can assist the passenger, and not assume every passenger needs or wants assistance.

The Authority considers all information listed on the manifest as confidential, and as such, expects drivers to protect the privacy of all information. Drivers shall not show their manifest to anyone other than employees of the Contractor, the Authority, or those approved by the Authority, even as a means to resolve a dispute with a rider.

Drivers shall meet and greet passengers, confirm the identification of the passenger scheduling a Flex Route, and when in doubt, ask to see the passenger's ID card. Drivers will not deny serving passenger without proper ID.

Drivers shall collect fare or approved fare payment from every rider and may not transport a rider without proper fare payment. Drivers shall call Dispatch in the event the rider does not have proper fare for direction. The Contractor shall not transport passengers without proper fare without the approval of the Authority.

Drivers shall provide riders with all necessary assistance in boarding and alighting from the vehicle and securing tie downs and seat belts, as appropriate. Drivers should honor all reasonable requests for assistance from riders, qualified as follows: (1) service to be provided is "curb-to-curb" meaning that driver shall render assistance to customers in boarding and alighting from vehicles, but shall not assist customers from the curbside to entryways (unless specifically noted on the driver's manifest); (2) drivers are not required to assist customers with personal items (e.g., packages); personal items are limited to the number which can be handled by the passenger and/or companion/Personal Care Attendant ("PCA"), in one trip; and (3) children six years of age and under should require only minimal assistance from drivers, and no supervision, since the Authority requires them to be accompanied by an adult.

For riders using wheelchairs, drivers shall push or have the rider maneuver the chair onto the lift platform, secure the safety bar at the end of the lift platform and check that the brakes are applied. While raising the lift, drivers shall stand on the ground in front of the lift, facing the rider.

After the lift is raised, drivers shall step into the vehicle behind the rider, release the brakes, and pull or have rider power the wheelchair into the van. The rider shall retain complete control over the power and controls of the wheelchair, including maneuvering on or off the lift platform and maneuvering into tie down positions, unless to the rider requests assistance from the Driver. Drivers shall inform riders in advance they will be securing the wheelchair, and during the securement procedure, inform rider when they reach across the rider and are in the "personal space zone" of the rider. Drivers shall secure the wheelchair with suitable restraints as set forth in Exhibit D, Paragraph 2.3 of this Agreement, set wheel locks, and securely fasten the restraining belt around the wheelchair and rider.

The Contractor shall instruct drivers to refrain from smoking in vehicles at all times

and must not smoke closer than 25 feet of the bus. Drivers shall similarly instruct riders that smoking in the vehicles is not permitted.

The Contractor shall instruct drivers to comply with UTA's engine idling and spill response policies set forth in Exhibits E and F.

At transfer points, the driver shall wait for the transfer vehicle, assist with the transfer as needed, and make sure that the transfer has been completed before departing the transfer point unless otherwise instructed to do so by dispatch. If the other vehicle is late, driver shall contact the dispatcher and not depart the transfer point without dispatcher authorization. If the transfer is an inter-county transfer from the Authority's fixed-route, the Contractor must contact the Authority at (801) 287-4557 and must not depart without the Authority's authorization. If the Contractor's vehicle is running late for any inter-county connection, the driver must contact the Contractor who must contact the Authority immediately.

Drivers operating any Flex Route must comply with service and training requirements specific to the design of the service and as required by the Authority. The characteristic of this service is a blend of both fixed route and paratransit service. This includes the requirement to make stop announcements in accordance with the American's with Disabilities, and as listed on driver training materials specific to Flex Route services. For any route deviation requests drivers will not wait longer than the scheduled pick up time. Riders must be at scheduled pick up points, at their requested time.

Driver is responsible for minimizing vehicle idle time to no more than 15 minutes in order to reduce pollution by limiting the amount of time vehicles idle to preserve the life of vehicle and conserve fuel. UTA's Engine Idling Standard Operating Procedure can be found in Exhibit B-6

Drivers shall complete service concern forms on all scheduling discrepancies, routing concerns, or passenger issues to enable the Authority to proactively respond to issues. Drivers shall perform all other duties relevant to serving the Authority's trips as are necessary, as established and directed by the Authority. Drivers shall refer riders to the Authority's customer concern department for disputes, customer issues, or service questions.

7. Record Keeping, Reporting and Invoicing

The Contractor shall track service data, and prepare and submit reports to the Authority, as set forth in this Agreement. The Contractor also shall submit original driver manifests, including all notations, changes and corrections made by drivers, in support of billings upon request. Errors and corrections on these records shall be lined out, rather than erased.

The Contractor shall submit a monthly invoice to the Authority, in accordance with the "Terms of Compensation" set forth in Exhibit A. The invoice and supporting trip records shall conform to the requirements set forth in this Agreement.

The Contractor shall prepare a Monthly Operating Report Form for each service provided (Flex Route) and submit it to the Authority with its monthly invoice in order to be paid for the month. A sample of this report form is shown as Exhibit L “Monthly Report Form.” The Contractor shall also provide the Authority with all information needed for the Authority to complete its annual report according to the National Transit Database (NTD) Reporting Manual by January 30th of each year for the previous year’s operations. See NTD report form as Exhibit H.

With the Authority’s approval, the Contractor shall make available all other pertinent original records for inspection and provide copies to authorized organizations, as set forth in the Flex Route Transportation Services Agreement. Falsifying records and/or data shall be grounds for termination of contract and pursuit of damages by the Authority to the fullest amount permitted under applicable law.

The Contractor shall relinquish all original records for storage at the Authority including driver’s manifests on an annual basis, and must turn over all original records specific to the terms of this Agreement at the end of this Agreement.

8. Hiring Policies and Practices

The Contractor’s procedures for recruiting and hiring employees should be consistent with the Authority’s Equal Employment Opportunity policy (see Exhibit E), assuring a diverse and representative workforce that is treated fairly and afforded opportunities for promotion.

All driver applicants must have or be able to obtain by the end of the certified training course, a valid Commercial Driver License (CDL) Class D. Contractor shall also conduct state driving record, FBI & BCI criminal record, for prospective employees, in accordance with Paragraph 16E of the Flex Route Transportation Services Agreement. The Contractor must receive authorization from the Authority when hiring any applicant previously employed by Authority. The Authority reserves the right to disqualify an applicant based on previous UTA employment history.

All driver applicants must undergo a Drug and Alcohol Testing; consistent with the Authority’s Drug and Alcohol Policy Statement (see Exhibit K). All drivers and other Contractor employees with safety-sensitive positions must undergo Drug and Alcohol testing consistent with the Authority’s Drug and Alcohol Testing policy.

9. Training

The Contractor, at its expense, shall meet, and shall be responsible for satisfying the following minimum requirements regarding employee training. All training shall be “to proficiency” and shall include some form of either testing or instructor observation to ensure that employees fully understand the skills and information being taught in each session. Retraining shall be provided if complaints or monitoring suggests that an employee is not performing appropriately. Periodic retraining shall also be included in the overall program

to keep all information current and employees fully informed of policies and procedures and prepared to respond to operational issues appropriately.

The specific employee training program to be used should be described in detail in the Contractor's proposal and shall include, at a minimum:

Disability Awareness and Sensitivity Training

All Contractor staff shall receive disability awareness and sensitivity training. Persons with disabilities will be enlisted to assist in this training. The program shall be at least four (4) hours in length and shall include the following components (or equal):

- Appropriate and respectful words (vocabulary) regarding disabilities;
- Common myths and misunderstandings regarding disabilities;
- Interacting (communication) with customers with disabilities in a respectful and non-patronizing way;
- Information about various types of disabilities, including hearing disabilities, speech impairments, vision disabilities, cerebral palsy, multiple sclerosis, Alzheimer's, epilepsy, psychiatric disabilities, mental retardation, etc.;
- Suggested videos and other training materials are available from National Easter Seals, PROJECT ACTION or specific disability organizations.

Service and Operating Policies and Procedures

All employees shall be instructed in the service policies and characteristics of the Authority's fixed-route, Flex Route, rail and Paratransit services. This shall include the days and hours of service, service area, fares, scheduling and service use policies, rider responsibilities, operator responsibilities, etc. This training shall cover all ADA required "Service Provision" issues in Subpart G of the USDOT regulations.

All office staff shall be trained in responding to requests for information in accessible formats.

Scheduling, Dispatch and Office Staff Training

Training of scheduling, dispatch and office staff (as well as all employees who supervise these persons) shall include the following five (5) sessions:

- 1) General concepts regarding the way trips are requested, scheduled, dispatched, provided, and tracked, and an introduction to Trapeze (covering the various functions within Trapeze and user-specified/controlled items);
2. How data from the driver manifest is to be entered into the system, and how to generate statistical reports;
3. The dispatch component of Trapeze (for dispatchers and dispatch supervisors), radio log and other electronic communication equipment.
4. The customer complaint module, and all aspects of responding to customer concerns.

5. Must attend OJT training at UTA.

Mobility Center Training

All office staff may participate in an on-site review of the Paratransit Eligibility Center and understand the aspects of the testing to answer general questions from customers.

Customer Relations Training

All employees shall receive training in customer relations using a recognized national program on this topic. This session should focus on the basic components of quality customer service. Specific instruction in responding to possible customer issues and concerns and avoiding conflicts shall be included.

All “office” staff shall also be trained in phone etiquette and effective communication skills. Specific training programs as described in detail in the Contractor’s Proposal.

Customer Service Training

All staff who may potentially be relating service information to customers must become proficient in: (1) intervention and advocacy for persons with disabilities; (2) assessing the changing needs of customers and (3) taking, documenting, responding to and resolving complaints. Specific training for staff that may be used for customer service functions shall build on the “Service Policy and Procedures” training noted above and shall focus in detail on policies and procedures related to: how to place a trip request; the level of driver assistance that is provided; the payment of fares; the concept of Flex Route; when and how to cancel a trip; what constitutes a no-show.

This training shall also focus on how to handle and refer initial complaints and how to investigate and report back on complaints in the UTA’s Customer Complaint software system.

Operator Training

All drivers must receive CDL training regardless of the type of vehicle operated.

In addition, all drivers, driver supervisors, dispatchers, and management staff who will be interacting with drivers shall receive the following additional training regarding the provision of service:

1. Operation of vehicles and accessibility equipment
2. Defensive Driving (must be a nationally recognized and certified program)
3. Passenger Assistance Techniques (must be nationally recognized and certified)
4. Record keeping (daily and incident/accident reporting)
5. Radio operation and communications procedures

6. In service training (must include a minimum of one week of on-board observation and one week of driving while being supervised and evaluated)
7. UTA provided Flex Route training for operators driving this type of service
8. UTA provided Bus Emergency Evacuation Training Video
9. Manual deployment of the lift
10. UTA provided “Meet and Greet, passenger awareness and securement training video”
11. UTA provided “Appropriate Conduct and Boundaries” PowerPoint
12. Specific training as identified by the UTA

10. Vehicle Inspection and Maintenance

The UTA’s Preventive Maintenance Program is found in Section 11 Auditing.

11. Auditing

UTA may choose to perform a pre-audit review of the Contractor’s driver manifests that have been submitted as back-up in support of the monthly invoice. The pre-audit review will check for missing information about each run and trip, and compare the run-level information against the invoice. If the pre-audit reveals any problems, the operations Contractor will be notified and may elect to have the package returned prior to a full, detailed review (see below). If there is key information missing or incorrect, the Contractor will be notified that payment will be withheld pending the supply or correction of the information. If the information reviewed in the pre-audit is correct, payment to the Contractor will be authorized. Subsequent payment adjustments will be based on a full review.

12. Dispatch Monitoring

UTA may randomly visit the Contractor’s facility to observe the Contractor’s dispatch staff. Based on observations, UTA will prepare a report that shows the number of on-site observations and identifies the outcome of each on-site observation, i.e., whether the staff performance was: (a) acceptable; (b) unacceptable, with re-training recommended; (c) unacceptable, with suspension recommended; or (d) unacceptable with removal recommended.

13. Operations Monitoring

UTA may review Contractor monthly service performance reports to ensure that service performance is meeting the stated minimum service performance standards (See Exhibit A-1).

UTA may also: (1) check Contractor records to determine whether new drivers have the required qualifications; and (2) check service records to ensure that all drivers providing services have had the required training.

UTA may also perform road checks where driver performance (e.g., whether the driver was speeding or failed to obey a traffic sign or signal, or failed to properly use

accessibility/securement equipment) and vehicle condition (e.g., cleanliness, working condition of accessibility/securement equipment) can be observed.

UTA will prepare a report showing the number of on-street observations and prepare a report which presents the outcome of each on-street observation, i.e., whether the driver performance was: (a) acceptable; (b) unacceptable, with driver re-training recommended; (c) unacceptable, with driver suspension recommended; or (d) unacceptable with removal recommended; and whether the vehicle was in proper working order and clean.

14. Fare

The fare will be established by UTA and is currently \$2.50 per trip. Fares must be paid for in UTA accepted methods. <https://www.rideuta.com/fares-and-passes/current-fares>. Route deviation fares are \$1.25 per deviation.

15. Holidays

UTA observes nine (9) holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Pioneer Day (July 24th), Labor Day, Thanksgiving and Christmas. The holiday service schedule is outlined. The Contractor shall operate service on the same days as UTA operates service.



Utah Transit Authority

MEETING MEMO

Board of Trustees

Date: 8/10/2022

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

TITLE:

Change Order: Advertising Services Extension (Lamar Transit Advertising)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to extend the contract with Lamar Advertising for one year and set the Minimum Annual Guarantee at \$2,322,000. This action represents the third and final of three option years available per the original contract.

BACKGROUND:

Lamar Transit Advertising was procured in 2013 through a full RFP procurement process. It is a seven-year contract, with up to three option years available. Lamar Transit Advertising was unanimously chosen by the selection committee due to their experience and their financial proposal. The first option year extension was approved by the board of trustees on August 5, 2020.

DISCUSSION:

Lamar is a highly experienced national advertising company, and their performance has been exemplary during the term of their contract. They have been a great partner with UTA.

On July 28, 2021, the UTA Board of Trustees approved the execution of the second option year available on the contract. The terms of the second option year, which expires August 31, 2022, reflected the COVID-19 pandemic's significant impact on advertising sales. In the first option year (through August 31, 2020) Lamar requested financial relief, but in the second option year, tracking the rebounding of advertising sales, the MAG was almost fully restored from \$1,080,000 to \$2,160,000. These terms were reviewed and agreed upon by staff. The terms included a mid-year review of advertising sales to gauge any improvement in economic conditions as the community continued to emerge from the pandemic.

Staff is now recommending the execution of the third option year. The mid-year review was completed by Lamar and provided to UTA, with the recommendation to adjust - and improve - the financial terms for this option year.

The terms of the third option year contract extension are as follows:

- Initiate one-year contract extension with modified terms beginning September 1, 2022, through August 31, 2023.
- Set the annual Minimum Annual Guarantee at \$2,322,000.
- Continue the full annual prepayment of the MAG in lieu of monthly installments.
- Continue the annual true-up of the contracted 65% revenue share.

As this is the last option year available on the contract, staff will be implementing an RFP process in the coming year.

CONTRACT SUMMARY:

Contractor Name:	Lamar Transit Advertising
Contract Number:	UT13-014GL-3
Base Contract Effective Dates:	September 1, 2013 - August 31, 2020 with three one-year options.
Extended Contract Dates:	September 1, 2022 - August 31, 2023
Existing Contract Value:	\$19,690,000
Amendment Amount:	\$2,322,000
New/Total Contract Value:	\$22,012,000
Procurement Method:	RFP selection process
Budget Authority:	UTA funds

ALTERNATIVES:

Should UTA not move forward with the contract extension a new procurement process would need to be undertaken. This process would take several months, during ongoing economic uncertainties, which would likely result in proposals with reduced revenues over the long-term.

FISCAL IMPACT:

The recommended MAG of \$2,322,000 is \$328,000 below the original MAG that would have been achieved in Contract Year 10. But has significantly increased during the pandemic and reflects the economic conditions in the advertising industry.

ATTACHMENTS:

- Contract extension document
-



EXERCISE OF OPTION THREE TO CONTRACT UT13-014GL

This Exercise of Option Three to Contract Agreement is hereby entered as of the latest signature date below, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and LAMAR OBIE CORPORATION, dba LAMAR TRANSIT ADVERTISING, (hereinafter "Contractor").

RECITALS

WHEREAS, on September 1, 2013 UTA entered into a contract to provide professional services for a contractor to market, sell and manage advertising space for and on behalf of the Utah Transit Authority (UTA) for all UTA vehicles; and

WHEREAS, the contract term was from September 1, 2013 through August 31, 2019 with three additional one-year options to be exercised in UTA's discretion; and

WHEREAS, UTA exercised the first option year covering September 1, 2020 through August 31, 2021, and the second option year covering from September 1, 2021 through August 31, 2022; and

WHEREAS UTA now desires to exercise the third and final option year covering from September 1, 2022, through August 31, 2023;

NOW THEREFORE UTA and the Contractor desire to modify the Contract Agreement as set forth below:

CONTRACT AGREEMENT

1. Term: Option number three is hereby exercised extending the term of the contract by one (1) additional year covering from September 1, 2022 through August 31, 2023.
2. The greater of the **Guaranteed Minimum Payment to UTA** or **65% of Net Billings in each contract year**: The **guaranteed minimum (MAG)** will be \$2,322,000.00 for the term listed in number 1 above.
3. The total MAG payment shall be paid on an annual basis, with payment due to UTA five (5) days prior to September 1, 2022.
4. A true-up shall occur annually within fifteen (15) days of the conclusion of the term listed in number 1 above. Contractor shall provide to UTA an annual statement for the contract year. The

Contract UT13-014GL
Commercial Advertising Services Agreement



statement shall be accompanied by a revenue payment to UTA for the difference between the MAG paid for the previous contract year and UTA's 65% share of Net Revenue Sales for the previous contract year if UTA's percentage of Net Revenue Sales is greater than the MAG.

5. 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 latest signature date below.

LAMAR TRANSIT ADVERTISING:

Neal Gatherum
VP/GM

Date _____


UTAH TRANSIT AUTHORITY:

Jay Fox
Executive Director

Date _____

Andrea Packer
Communications Director

Date _____

Approved as to Form and Content: 7/18/2022


Michael Bell
Legal Counsel for UTA



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

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

TITLE:

Change Order: FrontRunner Forward Environmental Services Master Task Ordering Agreement, Task Order No. 3 - Advanced Conceptual Design for American Fork, Lehi, Woods Cross, Clearfield Strategic Double Track Projects (Parametrix Consult, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute the FrontRunner Forward Environmental Services master task ordering agreement Task Order No. 03 with Parametrix Consult, Inc., with its associated disbursements, in the amount of \$1,519,521.

BACKGROUND:

UTA identified nine strategic double track improvement projects to FrontRunner. UTA desires to advance projects through the environmental and preliminary design processes.

In an effort to advance FrontRunner Forward projects promptly, UTA selected a pool of qualified consultants through an RFQ process. Parametrix Consult, Inc. was selected as part of the pool and on January 12, 2022 the UTA Board of Trustees approved a master task ordering agreement with Parametrix. The pool of qualified environmental consultants allows UTA to advance into environmental study and conceptual design.

UTA desires to execute a third Task Order to the master task ordering agreement with Parametrix Consult, Inc. to provide advanced conceptual design services for several of the strategic double track projects.

DISCUSSION:

Parametrix is currently under contract to prepare environmental study for American Fork, Lehi, Woods Cross, and Clearfield Strategic Double Track Projects. Through Task Order No. 3 Parametrix will prepare advanced conceptual design (25% design) for the segments to advance FrontRunner improvements. Completing this work will assist UTA and UDOT in completing the environmental assessment, updating cost estimates, and preparing for a Federal Grant request.

CONTRACT SUMMARY:

Contractor Name:	Parametrix Consult., Inc.
Contract Number:	21-034961VW-3
Base Contract Effective Dates:	Jan 27, 2022 - Jan 31, 2027
Extended Contract Dates:	Task Order Term: July 12, 2022 - March 31, 2023
Existing Contract Value:	\$692,725 (Task Order #1) \$76,616.00 (Task Order #2) TOTAL: \$769,341.00
Amendment Amount:	\$1,519,521 (Task Order #3)
New/Total Contract Value:	\$2,288,862
Procurement Method:	Task Order Agreement
Budget Authority:	Capital project budget MSP 252

ALTERNATIVES:

UTA could decide to not approve a task order with Parametrix Consult., Inc. This decision could delay the advancement of design work for the strategic double track projects identified by UTA.

FISCAL IMPACT:

The budget for task orders for environmental services pool consultant is included in this year's capital budget.

ATTACHMENTS:

Task Order

TASK ORDER NO. 03**TASK ORDER NAME: FRONT RUNNER FORWARD ENVIRONMENTAL STUDIES -
ADVANCED CONCEPTUAL DESIGN - AMERICAN FORK, LEHI, WOODS CROSS, CLEARFIELD****PROJECT CODE: MSP252 – FR Double Track**

This is Task Order No. 03 to the FrontRunner Forward On-Call Environmental Study Contract entered into by and between Utah Transit Authority (UTA) and Parametrix Consult., Inc. (Contractor) as of January 27, 2022.

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

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

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order No. 03 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Completion Date for this Task is 03/31/2023.

3.0 FEE

The price for this task order is a not to exceed \$1,519,521.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

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

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

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> \$100,000

By: _____
Mary DeLoretto, Chief Service Development Officer Date
< 100,000

By: _____
David Hunsack, Director of Capital Development Date
< \$50,000

By: _____
6853314B5E84462 Project Manager Date
DocuSigned by: < \$10,000

Mike Bell
70E33A415BA44F6
Legal Review 7/13/2022

Brian Moses
69BAAAA9D7F448D
Procurement Review 7/13/2022

Parametrix Consult, Inc. :

By: _____
Jeff Peacock
0B7C94E9D50F470...

Date: 7/12/2022

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods Cross and Clearfield Segments

Task 1: Design Management and Deliverables

1.01 Design and Task Order 3 Management

- Provide design management and overall coordination of consultant team activities for the completion of the Advanced Conceptual Design (approximately 25%) deliverables for four doubletracking segments of the FrontRunner Commuter Rail system, as well as supporting cost estimating, geotechnical and wetland delineation efforts. These segments include:
 - American Fork
 - Lehi
 - Woods Cross
 - Clearfield
- Participate in one constructability review per segment to establish necessary construction staging areas and access to define the overall footprint of the project including temporary construction easement requirements
- Develop monthly progress reports and invoices covering all four segments and tasks included in Task Order 3
- Provide for integrated schedule and progress reporting for all Task Order 3 subtasks through December 2022

Deliverables:

- Meeting minutes from weekly Project Management meetings with PMSC/UTA
- Meeting minutes from biweekly Design Team coordination meetings
- Monthly progress reports and invoices
- Monthly

Assumptions:

- Task 1 will be invoiced with costs tracked proportionately to each segment project
- The design team will meet biweekly with UTA to coordinate design issues and perform cross disciplinary reviews.
- UTA/PMSC will manage the overall project schedule.
- The PMSC will prepare and conduct a constructability review at 20%. The constructability review will cover all four segments of the project.
- There will be no major changes in the alignment and features in the updated designs developed at the conclusion of Task Order 1 for the environmental documentation phase for all four segments, or in the underlying analysis and UPRR coordination supporting those designs.
- Structural engineering calculations will be performed at the new bridge in the American Fork segment as noted in Task 3.05 but no other structural calculations will be completed as part of this scope
- Impacts to structures on private property will not be evaluated as part of this scope
- Drainage calculations for pipe capacities, flow rates, detention pond volumes and other engineered systems are not included in this scope. The advanced conceptual design effort will be confined to researching available data, displaying available data and providing plan-view concepts for any proposed modifications so that pipe sizes and lengths can be estimated

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods
Cross and Clearfield Segments

- No signal system calculations will be performed. Specifically, safe-braking distance calculations and grade crossing approach distance calculations will not be provided.

1.02 Project Management Plan and Quality Management Plan

- Develop a Project Management Plan including an organization chart, project/segment level schedule, deliverables list and a draft drawings list suitable for inclusion in the UTA/PMSC Project Management Plan (the draft schedule and draft drawings list)
- Conduct Quality reviews for all deliverables consistent UTA's standard practices as well as those followed by each firm's policy.

Deliverables:

- Project Management Plan, including schedule and deliverables status lists to be updated monthly
- Quality Review Logs for deliverables in tasks 2 through 9.

1.03 Design Production

- Manage production and assembly of a draft and final 25% UTA Plan Set (drawing list attached) in compliance with UTA CADD standards and consistent with the concurrent environmental documentation and Advanced Conceptual Design review comments
- Develop Draft Advanced Conceptual Design Reports that will include the following:
 - Project design and status narratives, including basis of design, issues to be resolved, and necessary decisions required from UTA or others
 - Description of retaining wall and other miscellaneous structural types, special considerations, construction staging and access
 - A list of any design exceptions anticipated to require approval by UTA or jurisdictional agency partners

Deliverables:

- Draft and Final Advanced Conceptual Design Report(s), one each for all 4 segments of the FrontRunner Forward improvements
- Draft and Final Advanced Conceptual Design Drawing Sets, one each for all 4 segments of the FrontRunner Forward improvements

Assumptions:

- The project will use the OpenRoads CAD platform to deliver the project
- ProjectWise will be used to manage design files.
- The project will comply with UTA CADD standards from October 2007

Task 2: American Fork Advanced Conceptual Design

2.01 Rail and Special Track (Includes Segment Design Coordination)

- Coordinate design activities for the American Fork segment
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements

Parametrix Task Order 3

2/June 28, 2022

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods
Cross and Clearfield Segments

- Refine trackway typical sections including the location of existing and proposed utilities, drainage features and other associated infrastructure (retaining walls, etc)
- Establish the preferred horizontal and vertical control for the track alignment to optimize train operational performance and determine the design speed
- Provide information on geometric spirals and track superelevation
- Identify constrained sections along the appropriate design segment and develop and review modified “constrained” cross sections as necessary to address questions, concerns and cost estimates in these locations
- Prepare design information for inclusion in the Plan Set
- Provide necessary input to Advanced Conceptual Design Report
- Conduct quality control reviews
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final track plans for inclusion in the 25% Plan Set to be delivered under section 1.03 above
- Written narrative of rail and special track elements for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities for rail and special trackwork

2.02 Civil and site development design

- Develop site design for construction access road at Lehi bridge
- Prepare design information for inclusion in the 25% Plan Set
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final information for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Written narrative of civil roadway and site design elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities for civil and site designs

2.03 At-Grade Crossings

- Develop grade crossing sheets for the crossings listed below in preparation for the on-site diagnostic meeting with UPRR and others (see below). Grade crossing sheets to track and civil elements typical for UPRR diagnostic coordination, including plan views of roadway and pedestrian improvements, proposed warning devices, and pavement markings.
- Participate in over the shoulder/design review with UPRR, Lehi City and all project partners on-site to confirm design approach.
- Provide comment responses to the concept layout review by UPRR
- Develop draft and final grade crossing plans for the railroad grade-crossing installations at the locations listed below. Plans to reflect comment responses to UPRR diagnostic meeting. Plans

Parametrix Task Order 3

3/June 28, 2022

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods
Cross and Clearfield Segments

to include roadway alignments and profiles; curb and sidewalk layout at crossing; pedestrian treatments at crossing; pavement markings; track and crossing infrastructure; warning devices; signage and striping. Locations include:

- Center Street
- 200 South
- Main Street
- 100 North
- 500 West
- 900 North
- 1500 North
- Prepare 25% Design drawings for at-grade crossings
- Calculate design quantities by appropriate bid items

Deliverables:

- Draft and final roadway crossing plans, profiles and details to be delivered under Task 1.03
- Written narrative of roadway crossing elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities

Assumptions:

- PMSC will coordinate design review meeting for project partners, including requesting and assembling comments

2.04 Structural Design

- Develop advanced conceptual designs for
 - Load rating and strengthening of existing culverts is not anticipated or included.
 - 25% design of the Lehi Irrigation Bridge adjacent to and independent of the existing UTA bridge and UPRR culvert.
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Prepare design plan-view information (x-ref) for inclusion in the 25% plan set including Dry Creek Box Culvert and Lehi Irrigation Bridge, plus wall locations, heights and limits and construction staging areas
- Prepare supplemental detail drawings to support cost estimating if necessary, such as typical sections
- Calculate 25% design quantities by appropriate bid items.

Deliverables:

- Draft and final 25% structural design information and supplemental detail drawings (if necessary) to be delivered under Task 1.03
- Written narrative of structural design elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% design quantities

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2.05 Drainage Design

- Develop 25% stormwater drainage design information for inclusion in the 25% Plan Set for the extent of the corridor including along the railroad corridor
- Develop 25% drainage designs and conveyance infrastructure for all roadway and rail crossings
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final 25% drainage information for inclusion in the 25% Plan Set under Task 1.03
- Written narrative of drainage design elements with necessary detail for inclusion in 25% Design Report delivered under Task 1.03
- 25% design quantities for drainage by appropriate bid item

2.06 Railroad Signal Design

- Identify railroad signaling and design requirements
- Review existing signal design plans to determine impacts caused by proposed improvements
- Design shall address the removal of the existing interlocking at American Fork North interlocking and addition of new interlocking at new #24 POTO location
- Design shall address additional pinch point detectors being added
- Coordinate with civil and track designers to place proposed grade crossing equipment, and other necessary signal equipment shown in 10% roll plots, in appropriate locations along the tracks (signal equipment will be shown in civil/track plans at 25%)
- Coordinate with UTA and PMSC as required to determine any operational changes that are needed including adjustments to existing speed codes, cut section locations and crossing approaches
- Coordinate with traffic designers to determine any impacts at grade crossings that may result in the need for additional traffic signal equipment or that may affect traffic ques or traffic timing at grade crossings
- Estimate 25% system design quantities by appropriate bid items

Deliverables:

- 25% estimated quantities for train signal system modifications and fiber optic
- Written narrative describing modifications to train signal system for the Advanced Conceptual Design Report delivered under Task 1.03 . Narrative shall identify operational constraints and design exceptions identified during the advanced conceptual design.
- Modified UTA Single Line Diagrams detailing project concept

2.07 Utilities

- Update and manage an inventory of existing public and private utilities within the vicinity of the project
- Attend meetings with utility owners to be led by PMSC as necessary to understand the characteristics of their existing infrastructure and parameters of potential mitigation measures including “maintaining in place” or relocation
- Confirm anticipated utility relocation requirements

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- Update composite existing utility information as appropriate for the corridor for inclusion in 25% Plan Set
- Coordinate with PMSC/UTA and civil, track, structures and other team disciplines to identify and mitigate conflicts between proposed infrastructure elements and existing and proposed utilities

Deliverables:

- Composite existing utility information for inclusion in 25% design set to be delivered under Task 1.03
- 25% design quantities

2.08 Right-of-Way and Survey Control

- Confirm right-of-way acquisition requirements and document any ROW assumptions in the Advanced Conceptual Design Report. Report will include requirements and/or assumptions on permanent acquisitions, permanent maintenance easements, permanent slope easements, permanent subterranean easements, permanent aerial easements, and temporary construction easements.
- Develop ROW drawings that identify land acquisitions and easements on drawings. Include a table for each sheet showing the project file number, tax lot ID, site address, Owner, Need by Date (can be left blank), type of easement, and TCE duration (can be left blank).
- Produce necessary linework for inclusion in the track and civil design drawings
- Calculate right-of-way areas for acquisitions, permanent and temporary easements
- Develop a ROW database in an Excel spreadsheet showing each property expected to be impacted by the project. Include typical ROW database information, including tax lot ID#, Owner, zoning, Site Address, type and square footage of impact, and other pertinent information. Include zoning based on tax assessor data for each property and type of impact, including acquisition, legal, and assumed demolition costs. Identify/inventory impacted structures
- Develop a ROW database in an Excel spreadsheet showing each property expected to be impacted by the project. Include typical ROW database information, including tax lot ID#, Owner, zoning, Site Address, type and square footage of impact, and other pertinent information.
- Identify/inventory impacted structures
- Develop ROW and Survey Control sheets. Sheets will include existing survey information, plan view of project area, and ROW tables

Deliverables:

- ROW technical summary of requirements and assumptions for inclusion in the Design Report
- ROW linework for inclusion in the track and civil drawings
- Right-of-way quantities by acquisition and easements
- ROW database in Excel
- ROW and Survey Control plans (1"=3000' full size) for inclusion in the 25% Plan set under Task 1.03

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Assumptions:

- UTA/PMSC will lead the coordination and interaction with property/real estate services, including property level cost estimates and ownership investigations
- UTA/PMSC will conduct outreach to property owners and identify/inventory impacted structures and their current purposes

2.09 Not used

Task 3: Lehi Advanced Conceptual Design

3.01 Rail and Special Track (Includes Segment Design Coordination)

- Coordinate design activities for the Lehi segment
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Refine trackway typical sections including the location of existing and proposed utilities, drainage features and other associated infrastructure (retaining walls, etc)
- Establish the preferred horizontal and vertical control for the (25%) track alignment to optimize train operational performance and determine the design speed
- Provide information on geometric spirals and track superelevation
- Identify constrained sections along the appropriate design segment and develop and review modified “constrained” cross sections as necessary to address questions, concerns and cost estimates in these locations
- Prepare design information for inclusion in the 25% Plan Set
- Provide necessary input to Advanced Conceptual Design Report
- Conduct quality control reviews
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final track plans for inclusion in the 25% Plan Set to be delivered under section 1.03 above
- Written narrative of rail and special track elements for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities for rail and special trackwork

3.02 Civil and site development design

- Develop site designs for ancillary areas such as signal housings or cell tower relocation.
- Prepare design information for inclusion in the Advanced Conceptual Plan Set
- Calculate 25% design quantities by appropriate bid items

Deliverables:

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- Draft and final design information for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Written narrative of civil roadway and site design elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities

3.03 At-Grade Crossings (Not used for Lehi)

- No grade crossing modifications are anticipated in this segment (except for possible signal modifications that will be reviewed under Task 3.06)

Deliverables:

- None

3.04 Structural Design

Provide structural input related to construction of proposed walls along this segment

- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Prepare design information linework (x-refs) for inclusion in the 25% plan set. Wall location and layout will be shown on track and civil sheets.
- Prepare 25% design drawings
- Estimate 25% design quantities by appropriate bid items

Deliverables:

- Linework (x-ref) for including on track and/or civil/utility sheets to be delivered under Task 1.03
- Written narrative of structural design elements with necessary detail for inclusion in Design Report delivered under Task 1.03
- 25% design quantities for walls

3.05 Drainage Design

- Develop stormwater drainage design information for inclusion in the 25% Plan Set for the extent of the corridor including along the railroad corridor
- Develop drainage designs and conveyance infrastructure for all roadway and rail crossings
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final 25% drainage information for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Written narrative of drainage design elements with necessary detail for Advanced Conceptual Design Report delivered under Task 1.03
- 25% design quantities

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3.06 Railroad Signal Design

- Identify railroad signaling and design requirements
- Review existing signal design plans to determine impacts caused by proposed improvements
- Design shall address the removal of the existing interlocking at Lehi North interlocking and addition of new interlocking at new #24 POTO location
- Coordinate with civil and track designers to place proposed signal equipment shown in 10% roll plots in appropriate locations along the tracks (signal equipment will be shown in civil/track plans at 25%)
- Coordinate with UTA and PMSC to determine operational changes such as adjustments to existing speed codes, cut section locations and crossing approaches
- Estimate 25% system design quantities by appropriate bid items

Deliverables:

- 25% estimated quantities for train signal system modifications and fiber optic
- Written narrative describing modifications to train signal system for the Advanced Conceptual Design Report delivered under Task 1.03 . Narrative shall identify operational constraints and design exceptions identified during the advanced conceptual design.
- Modified UTA Single Line Diagrams detailing project concept

3.07 Utilities

- Update and manage an inventory of existing public and private utilities within the vicinity of the project
- Attend meetings with utility owners to be led by PMSC as necessary to understand the characteristics of their existing infrastructure and parameters of potential mitigation measures including “maintaining in place” or relocation
- Confirm anticipated utility relocation requirements
- Update composite existing utility information as appropriate for the corridor for inclusion in 25% Plan Set
- Coordinate with PMSC/UTA and civil, track, structures and other team disciplines to identify and mitigate conflicts between proposed infrastructure elements and existing and proposed utilities.

Deliverables:

- Updated composite existing utility information for inclusion in 25% design set to be delivered under Task 1.03
- 25% design quantities

3.08 Right-of-Way and Survey Control

- Confirm right-of-way acquisition requirements and document any ROW assumptions in the Design Report. Report will include requirements and/or assumptions on permanent acquisitions, permanent maintenance easements, permanent slope easements, permanent subterranean easements, permanent aerial easements, and temporary construction easements.

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- Develop ROW drawings that identify land acquisitions and easements on drawings. Include a table for each sheet showing the project file number, tax lot ID, site address, Owner, Need by Date (can be left blank), type of easement, and TCE duration (can be left blank).
- Produce necessary linework for inclusion in the track and civil design drawings
- Calculate right-of-way areas for acquisitions, permanent and temporary easements
- Develop a ROW database in an Excel spreadsheet showing each property expected to be impacted by the project. Include typical ROW database information, including tax lot ID#, owner, zoning, Site Address, type and square footage of impact, and other pertinent information. Develop ROW and Survey Control sheets. Sheets will include existing survey information, plan view of project area, and ROW tables
- Identify/inventory impacted structures

Deliverables:

- ROW technical summary of requirements and assumptions for inclusion in Design Report
- ROW linework for inclusion in plan set
- ROW and Survey Control plans (1"=3000' full size) for inclusion in the 25% Plan set under Task 1.03
- ROW database in Excel
- Right-of-way quantities by acquisition and easements

Assumptions:

- UTA/PMSC will lead the coordination and interaction with property/real estate services, including property level cost estimates and ownership investigations
- UTA/PMSC will conduct outreach to property owners and identify/inventory impacted structures

3.09 Lighting and electrical

- No lighting analysis for Lehi Segment

Deliverables:

- none

Task 4: Woods Cross Advanced Conceptual Design
4.01 Rail and Special Track (includes Segment Design Coordination)

- Coordinate design activities for the Woods Cross segment
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Refine trackway typical sections including the location of existing and proposed utilities, drainage features and other associated infrastructure (retaining walls, etc)
- Provide information on geometric spirals and track superelevation

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- Identify constrained sections along the appropriate design segment and develop and review modified “constrained” cross sections as necessary to address questions, concerns and cost estimates in these locations
- Prepare Track Plan and Profile drawings for the proposed UFRC track alignment. Sheets will include guardrail data and curve data.
- Prepare up to 1 track detail sheet for a standard crossing panel.
- Prepare track typical section drawings at key locations along UFRC alignment. Assumed to include key locations such as undercrossings and retaining walls.
- Prepare track earthwork sections at approximately every 500’ of alignment as well as at key locations such as undercrossings and retaining walls.
- Provide input to Advanced Conceptual Design Report
- Conduct quality control reviews
- Calculate 25% design quantities for track

Deliverables:

- Draft and final Track plan and profile drawings at 1” = 100’ scale full size for inclusion in the 25% Plan Set to be delivered under section 1.03 above
- Up to 1 track detail section listed above
- Approximately 5 Track typical sections sheets at 1” = 4’ scale full size.
- Track Earthwork sheets at 1” = 20’ scale full size.
- Written narrative of rail and special track elements for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities for rail and special trackwork

4.02 Civil and site development design

- Confirm Civil and Site requirements, assumptions, and written narrative regarding proposed improvements and document these in the Design Report.
- Establish the anticipated limits of civil improvements including roadway, sidewalks, curb and gutter plan layouts, and pavement markings. Develop roadway horizontal and vertical alignments.
- Develop site designs for ancillary areas such as signal housings or cell tower relocation.
- Prepare Civil and Utility sheets to show proposed improvements along UFRC alignment, including existing and proposed drainage, existing and proposed utilities, proposed fencing, wall limits, cut and fill limits, and significant removals.
- Prepare up to two Civil and Utility Detail sheets if needed to show specific areas of concern where greater detail or treatment is needed
- Prepare Roadway sheets to show the proposed improvements listed above for the following roadways anticipated to be impacted by the project:
 - Access Rd to Holly Refinery
- Prepare signing and striping drawings for the Roadway sheets listed above.
- Coordinate with UDOT on compatibility of proposed track expansion with respect to future I-15 expansion plans. Document findings and concurrence in design report
- Calculate 25% design quantities by appropriate bid items

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Deliverables:

- Written narrative of civil roadway and site design elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- Civil and Utility drawings at 1" = 50' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Up to 2 Civil and Utility Detail drawings for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- Roadway drawings at 1" = 25' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Signing and Striping drawings at 1" = 25' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Compatibility Review Memo documenting concurrence with future I-15 plans (and included in design report delivered under Task 1.03)
- 25% Design quantities

4.03 At-Grade Crossings

- Develop grade crossing sheets for the crossings listed below in preparation for the on-site diagnostic meeting with UPRR and others (see below). Grade crossing sheets to show approximately 20% design-level track and civil elements typical for UPRR diagnostic coordination, including plan views of roadway and pedestrian improvements, proposed warning devices, and pavement markings.
- Participate in on-site diagnostic design review with UPRR, UFRC, Woods Cross, UDOT, and all project partners on-site to confirm design approach.
- Provide comment responses to the concept layout review by UPRR
- Develop draft and final 25% grade crossing plans for the railroad grade-crossing installations at the locations listed below. Plans to reflect comment responses to UPRR diagnostic meeting. Plans to include roadway alignments and profiles; curb and sidewalk layout at crossing; pedestrian treatments at crossing; pavement markings; track and crossing infrastructure; warning devices; signage and striping. Locations include:
 - 500 South
 - 1600 North
- Prepare 25% Design drawings
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final 25% roadway crossing plan and profile, and signing and striping plans, to be delivered under Task 1.03
- Written narrative of roadway crossing elements with necessary detail for the Design Report delivered under Task 1.03
- 25% Design quantities

Assumptions:

- PMSC will coordinate design review meetings for project partners, including requesting and assembling comments

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- PMSC will set up and coordinate compatibility review process and meetings with UDOT and project partners

4.04 Structural Design

- Provide structural input related to construction of proposed walls along this segment
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Prepare design information linework (x-refs) for inclusion in the 25% plan set. Wall location and layout will be shown on track and civil sheets.
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Linework (x-ref) for including on track and/or civil/utility sheets to be delivered under Task 1.03
- Written narrative of structural design elements with necessary detail for the Design Report delivered under Task 1.03
- 25% design quantities for walls

Assumptions:

- The existing undercrossing in the Woods Cross segment at 400 N is currently wide enough to span all proposed improvements, including track and access roads, and so no structural modifications to bridge superstructures, substructures, or abutments are anticipated.
- No structural calculations will be provided.
- Retaining wall plan and profile sheets are excluded
- Wall curve data tables are excluded

4.05 Drainage Design

- Develop 25% stormwater drainage design plan view and conveyance information, including proposed modifications to existing structures and proposed ditch modifications, along the proposed UFRC alignment.
- Prepare stormwater drainage design linework (x-refs) for inclusion in the 25% set. Drainage information will be shown on the track plan and profile sheets.
- Develop stormwater drainage designs and conveyance information for roadway and grade crossing locations. Grade crossing locations are listed in Task 4.03 above. Drainage information for grade crossings will be shown on the grade crossing sheets.
- Develop stormwater drainage profiles for the proposed 48" and 84" Reinforced Concrete Pipe adjacent to I-15 (approx. station 43922+00 to end)
- Prepare up to 2 supplemental drainage detail sheets to support cost estimating as needed.
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final 25% drainage information for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Drainage profile sheets at 1"=25' (H) scale full size
- Up to 2 Supplemental drainage detail sheets

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- Written narrative of drainage design elements with necessary detail for inclusion in 25% Design Report delivered under Task 1.03
- 25% design quantities

Assumptions:

- It is assumed that existing conveyance structures for rail and roadway infrastructure are sufficiently sized to handle existing and future drainage requirements. It is assumed that proposed conveyance structures sizes provided in the conceptual design documents are sufficiently sized to handle existing and future drainage requirements. Catchment analysis, drainage volume analysis, flow analysis, and conveyance sizing is excluded.
- Proposed drainage profiles and inverts for structures not noted above are excluded.

4.06 Railroad Signal Design

- Identify railroad signaling and design requirements
- Review existing signal design plans to determine impacts caused by proposed improvements
- Coordinate with civil and track designers to place proposed grade crossing equipment and any other necessary signal equipment in appropriate locations along the tracks (equipment will be shown in civil/track plans at 25%)
- Coordinate with UTA and PMSC as required to determine any operational changes that are needed including adjustments to existing speed codes, cut section locations and crossing approaches
- Coordinate with traffic designers to determine any impacts at-grade crossings that may result in the need for additional traffic signal equipment or that may affect traffic queues or traffic timing at grade crossings
- Estimate 25% system design quantities by appropriate bid items

Deliverables:

- 25% estimated quantities for train signal system modifications and fiber optic
- Written narrative describing modifications to train signal system for the Design Report delivered under Task 1.03. Narrative shall identify operational constraints and design exceptions identified during the advanced conceptual design.
- Modified UTA Single Line Diagrams detailing project concept

4.07 Utilities

- Update and manage an inventory of existing public and private utilities within the vicinity of the project. Prepare composite existing utility information for the corridor for inclusion on the Civil and Utility sheets prepared under Task 4.02 above.
- Attend 1 meeting with each utility owner to be led by PMSC, to understand the characteristics of their existing infrastructure and parameters of potential mitigation measures including “maintaining in place” or relocation
- Confirm anticipated utility relocation requirements. Develop linework and callouts for proposed utility relocations. Linework for utility relocations will be included on the Civil and Utility sheets prepared under Task 4.02 above.
- Develop up to 3 utility section and detail sheets showing plan view and cross section information for specific areas of concern.

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- Coordinate with PMSC/UTA and civil, track, structures and other team disciplines to identify and mitigate conflicts between proposed infrastructure elements and existing and proposed utilities.
- Develop proposed utility quantities.

Deliverables:

- Updated composite existing utility information to be shown on Civil and Utility sheets
- Proposed utility relocations to be shown on Civil and Utility sheets
- Utility section and detail sheets at 1"=25' scale full size
- 25% design quantities for utilities

4.08 Right-of-Way and Survey Control

- Confirm right-of-way acquisition requirements and document ROW assumptions in the Design Report. Report will include requirements and/or assumptions on permanent acquisitions, permanent maintenance easements, permanent slope easements, and temporary construction easements.
- Develop drawings to identify land acquisitions and easements on drawings. ROW linework will be shown on the track plan and profile drawings.
- Calculate right-of-way areas for acquisitions, permanent and temporary easements. Develop tables for ROW information that will show project ID number, tax lot ID, site address, Owner, type of easement or acquisition, and square footage of impact. ROW tables will be shown on the ROW and Survey Control Sheets.
- Develop ROW and Survey Control sheets. Sheets will include existing survey information, plan view of project area, and ROW tables.
- Develop a ROW database in an Excel spreadsheet summarizing ROW tables shown on plans.
- Owner will identify/inventory impacted structures (see assumptions below). Information regarding structures provided by Owner will be included on ROW sheets and the ROW Excel database.

Deliverables:

- ROW technical summary of requirements and assumptions for inclusion in Design Report
- ROW and Survey Control plans (1"=3000' full size) for inclusion in the 25% Plan set under Task 1.03
- ROW database in Excel, including square foot quantities by acquisition and easements.

Assumptions:

- UTA/PMSC will lead the coordination and interaction with property/real estate services, including property level cost estimates and ownership investigations
- UTA/PMSC will conduct outreach to property owners and identify/inventory impacted structures
- Information on existing tax lot Id's, Owner names, and site addresses will be collected from existing Tax Assessor data. Information not available from Tax Assessor data will not be provided.

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- No new survey will be performed. Survey information included on sheets will be that provided by Owner and is assumed to be the same survey information used in the Conceptual Design.

4.09 Not Used

Task 5: Clearfield Advanced Conceptual Design

5.01 Rail and Special Trackwork (includes Segment Design Coordination)

- Coordinate design activities for the Clearfield segment
- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Refine trackway typical sections including the location of existing and proposed utilities, drainage features and other associated infrastructure (retaining walls, etc)
- Provide information on geometric spirals and track superelevation
- Identify constrained sections along the appropriate design segment and develop and review modified “constrained” cross sections to address questions, concerns and cost estimates in these locations
- Prepare Track Plan and Profile drawings for the proposed UFRC track alignment. Sheets will include guardrail data and curve data.
- Prepare up to 3 track detail sheets for a standard #24 turnout, one detail for a turnout construction pad, and for standard crossing panels.
- Prepare track typical section drawings at key locations along UFRC alignment. Assumed to include key locations such as undercrossings and retaining walls.
- Prepare track earthwork sections at approximately every 500’ of alignment as well as at key locations such as undercrossings and retaining walls.
- Provide input to Advanced Conceptual Design Report
- Conduct quality control reviews
- Calculate 25% design quantities for track

Deliverables:

- Draft and final 25% Track plan and profile drawings at 1” = 100’ scale full size for inclusion in the 25% Plan Set to be delivered under section 1.03 above
- Up to 3 Draft and final 25% track detail sheets listed above
- Approximately 6 Track typical sections sheets at 1” = 4’ scale full size.
- Track Earthwork sheets at 1” = 20’ scale full size.
- Written narrative of rail and special track elements for the Design Report delivered under Task 1.03
- 25% Design quantities for rail and special trackwork

Assumptions:

- Separate track geometry sheets are excluded

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5.02 Civil and site development design

- Confirm Civil and Site requirements, assumptions, and written narrative regarding proposed improvements and document these in the Design Report.
- Establish the anticipated limits of civil improvements including roadway, sidewalks, curb and gutter plan layouts, and pavement markings. Develop roadway horizontal and vertical alignments. Develop site designs for ancillary areas such as signal housings or cell tower relocation.
- Prepare Civil and Utility sheets to show proposed improvements along UFRC alignment, including existing and proposed drainage, existing and proposed utilities, proposed fencing, wall limits, cut and fill limits, and significant removals.
- Prepare up to two Civil and Utility Detail sheets if needed to show specific areas of concern where greater detail or treatment is needed
- Prepare Roadway sheets to show the proposed improvements listed above for the following roadways anticipated to be impacted by the project:
 - S Depot St.
 - Depot St. near E Hilltop Dr S
 - Intersection of E 200 St and S Depot St.
- Prepare signing and striping drawings for the Roadway sheets listed above.
- Prepare design information for inclusion in the 25% Plan Set
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Written narrative of civil roadway and site design elements for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- Civil and Utility drawings at 1" = 50' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Up to 2 Civil and Utility Detail drawings for the Design Report delivered under Task 1.03
- Roadway drawings at 1" = 25' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- Signing and Striping drawings at 1" = 25' scale full size for inclusion in the 25% Plan Set to be delivered under Task 1.03
- 25% Design quantities for civil and site development

Assumptions:

- Stations and offsets for proposed improvements shown on Civil & Site sheets are excluded
- Roadway signage design is excluded
- Curb and Gutter profiles are excluded
- Roadway typical sections are excluded
- Roadway detail sheets are excluded

5.03 At-Grade Crossings

- Develop grade crossing sheets for the crossings listed below in preparation for the on-site diagnostic meeting with UPRR and others (see below). Grade crossing sheets to show track and

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civil elements typical for UPRR diagnostic coordination, including plan views of roadway and pedestrian improvements, proposed warning devices, and pavement markings.

- Participate in on-site diagnostic design review with UPRR, UFRC, Sunset City, Clinton City, UDOT, and all project partners on-site to confirm design approach.
- Provide comment responses to the concept layout review by UPRR
- Develop draft and final 25% grade crossing plans for the railroad grade-crossing installations at the locations listed below. Plans to reflect comment responses to UPRR diagnostic meeting. Plans to include roadway alignments and profiles; curb and sidewalk layout at crossing; pedestrian treatments at crossing; pavement markings; track and crossing infrastructure; warning devices; signage and striping; . Locations include:
 - 1300 NORTH (DOT Crossing Inventory #805620P)
 - SR37 /1800 N (DOT Crossing Inventory #805619V)
- Prepare 25% Design drawings for at grade crossings
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft grade crossing sheets for the diagnostic meeting(s) with UPRR
- Draft and final 25% roadway crossing plan and profile sheets and signing and striping sheets to be delivered under Task 1.03
- Written narrative of roadway crossing elements with necessary detail for inclusion in Advanced Conceptual Design Report delivered under Task 1.03
- 25% Design quantities

Assumptions:

- PMSC will coordinate design review meetings for project partners, including requesting and assembling comments

5.04 Structural Design

- Participate in one constructability review to define construction staging areas, access, and temporary construction easements
- Prepare design information linework (x-refs) for inclusion in the 25% plan set. Wall location and layout will be shown on track and civil sheets.
- Calculate 25% design quantities by appropriate bid items

Deliverables:

- Draft and final 25% structural design linework (x-ref) for including on track and/or civil/utility sheets to be delivered under Task 1.03
- 25% design quantities for structures

Assumptions:

- All existing undercrossings in the Clearfield segment, including at SR 193 / E 700, at W Center Street, at W 300 N, and at W 800 N are currently wide enough to span all proposed improvements, including track and access roads, and so no structural modifications to bridge superstructures, substructures, or abutments are anticipated.
- No structural calculations will be performed.

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- Retaining wall plan and profile sheets are excluded
- Wall curve data tables are excluded

5.05 Drainage Design

- Develop stormwater drainage design plan view and conveyance information, including proposed modifications to existing structures and proposed ditch modifications, along the proposed UFRC alignment.
- Prepare stormwater drainage design linework (x-refs) for inclusion in the 25% set. Drainage information will be shown on the track plan and profile sheets.
- Develop stormwater drainage designs and conveyance information for roadway and grade crossing locations. Grade crossing locations are listed in Task 5.03 above. Drainage information for grade crossings will be shown on the grade crossing sheets.
- Calculate 25% design quantities for drainage by appropriate bid items

Deliverables:

- Draft and final 25% drainage information for inclusion in the 25% Plan Set
- Written narrative of drainage design elements for the Design Report delivered under Task 1.03
- 25% design quantities

Assumptions:

- It is assumed that existing conveyance structures for rail and roadway infrastructure are sufficiently sized to handle existing and future drainage requirements. Catchment analysis, drainage volume analysis, flow analysis, and conveyance sizing is excluded.
- Proposed drainage profiles and inverts are excluded.

5.06 UFRC Railroad Signal Design

- Identify UFRC railroad signaling and design requirements
- Review existing UFRC signal design plans including signal control lines, cable plans, and details for equipment to determine impacts caused by proposed improvements
- Produce schematic UFRC signal design showing size and location of relocated ductbank (assuming current ductbank is owned by UTA and is shown in existing signal design plans)
- Coordinate with owner of existing fiber optic facility and show proposed location of relocated fiber optic line on ductbank schematic
- Coordinate with civil and track designers to place proposed grade crossing equipment and any other necessary signal equipment in appropriate locations along the tracks (equipment will be shown in civil/track plans at 25%)
- Coordinate with civil and track designers, UFRC and UPRR on proposed changes to existing UPRR or UFRC signal interconnect ductbank, wiring, timing, and/or equipment at grade crossings listed under Task 5.03 above.
- Coordinate with UTA and PMSC as required to determine any operational changes that are needed including adjustments to existing speed codes, cut section locations and crossing approaches Coordinate with traffic designers to determine any impacts at grade crossings that may result in the need for additional traffic signal equipment or that may affect traffic queues or traffic timing at grade crossings
- Estimate 25% system design quantities by appropriate bid items

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Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods
Cross and Clearfield Segments

Deliverables:

- 25% estimated quantities for UFRC signal system modifications and fiber optic
- Written narrative describing modifications to train signal system for the Advanced Conceptual Design Report delivered under Task 1.03 . Narrative shall identify operational constraints and design exceptions identified during the advanced conceptual design.
- Modified UTA Single Line Diagrams detailing project concept

5.07 Utilities

- Update and manage an inventory of existing public and private utilities within the vicinity of the project. Prepare composite existing utility information for the corridor for inclusion on the Civil and Utility sheets prepared under Task 5.02 above.
- Attend 1 meeting with each utility owner, to be led by PMSC, to understand the characteristics of their existing infrastructure and parameters of potential mitigation measures, including “maintaining in place” or relocation
- Confirm anticipated utility relocation requirements. Develop linework and callouts for proposed utility relocations. Linework for utility relocations will be included on the Civil and Utility sheets prepared under Task 5.02 above.
- Coordinate with PMSC/UTA and civil, track, structures and other team disciplines to identify and mitigate conflicts between proposed infrastructure elements and existing and proposed utilities.
- Develop proposed utility quantities.

Deliverables:

- Updated composite existing utility information to be shown on Civil and Utility sheets
- Proposed utility relocations to be shown on Civil and Utility sheets
- 25% design quantities for utilities

Assumptions:

- Owner will provide an initial inventory of existing utilities assumed to have been developed during the conceptual phase.
- For purposes of estimating, it is assumed that there will be 6 meetings with utility owners with attendance of 1 contractor attendee at each.
- Potholing existing utilities is excluded

5.08 Right-of-Way and Survey Control

- Confirm right-of-way acquisition requirements and document ROW assumptions in the Design Report. Report will include requirements and/or assumptions on permanent acquisitions, permanent maintenance easements, permanent slope easements, and temporary construction easements.
- Develop linework to identify land acquisitions and easements. ROW linework will be shown on the track plan and profile drawings. Calculate right-of-way areas for acquisitions, permanent and temporary easements. Develop tables for ROW information that will show project ID number, tax lot ID, site address, Owner, type of easement or acquisition, and square footage of impact. ROW tables will be shown on the ROW and Survey Control Sheets.
- Develop ROW and Survey Control sheets. Sheets will include existing survey information, plan view of project area, and ROW tables.

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- Develop a ROW database in an Excel spreadsheet summarizing ROW tables shown on plans.
- Owner will Identify/inventory impacted structures (see assumptions below). Information regarding structures provided by Owner will be included on ROW sheets and the ROW Excel database.

Deliverables:

- ROW technical summary of requirements and assumptions for inclusion in Design Report
- ROW and Survey Control plans (1"=3000' full size) for inclusion in the 25% Plan set under Task 1.03
- ROW database in Excel, including square foot quantities by acquisition and easements.

Assumptions:

- UTA/PMSC will lead the coordination and interaction with property/real estate services, including property level cost estimates and ownership investigations
- UTA/PMSC will conduct outreach to property owners and Identify/inventory impacted structures and their current purposes
- Information on existing tax lot Id's, Owner names, and site addresses will be collected from existing Tax Assessor data. Information not available from Tax Assessor data will not be provided.
- No new survey will be performed. Survey information included on sheets will be that provided by Owner and is assumed to be the same survey information used in the Conceptual Design.

5.09 Not Used

Task 6: Union Pacific Outreach Support

- Developing content and deliverables to support meetings with UPRR and other regulatory authorities
- Develop supportive permitting documents in compliance with standard UPRR check list for the following permitting review submittals:
 - American Fork: Follow UPRR's permitting process through the 25% design level, including grade crossing sheets.
 - Lehi: Follow UPRR's permitting process through the 10% design level.
 - Woods Cross: Provide grade crossing sheets for diagnostic review.
 - Clearfield: Provide grade crossing sheets for diagnostic review.
- Participate in UPRR permit coordination meetings and negotiations as needed

Deliverables:

- Draft and final 10% UPRR permitting review plan set for the American Fork segment
- Draft and final 25% UPRR permitting review plan set for the American Fork segment
- Draft and final 10% UPRR permitting review plan set for Lehi segment
- Grade crossing plan sheets for diagnostic review for the Woods Cross segment delivered under task 4.03 above

UTA Frontrunner Forward – Parametrix Contract
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- Grade crossing plan sheets, check lists, and permitting documents for diagnostic review for the Clearfield segment. Grade crossing sheets delivered under task 5.03 above

Assumptions:

UTA and the PMSC will lead UPRR outreach and coordination, including negotiations, and the Parametrix team will support with technical products and analysis.

Task 7: Cost Estimating Support

7.01 American Fork Cost Estimate

- Develop cost estimates and integrated project schedule to reflect the current level of design
- Compiling, organizing quantities that are calculated as part of each discipline subtask
- Establishing bid/pay item breakdowns by specification
- Determining unit pricing (“bottoms up”)
- Organizing cost estimates in FTA SCC

7.02 Lehi Cost Estimate

- Develop cost estimates and integrated project schedule to reflect the current level of design
- Compiling, organizing quantities that are calculated as part of each discipline subtask
- Establishing bid/pay item breakdowns by specification
- Determining unit pricing (“bottoms up”)
- Organizing cost estimates in FTA SCC

7.03 Woods Cross Cost Estimate

- Develop cost estimates and integrated project schedule to reflect the current level of design
- Compiling, organizing quantities that are calculated as part of each discipline subtask
- Establishing bid/pay item breakdowns by specification
- Determining unit pricing (“bottoms up”)
- Organizing cost estimates in FTA SCC

7.04 Clearfield Cost Estimate

- Develop cost estimates and integrated project schedule to reflect the current level of design
- Compiling, organizing quantities that are calculated as part of each discipline subtask
- Establishing bid/pay item breakdowns by specification
- Determining unit pricing (“bottoms up”)
- Organizing cost estimates in FTA SCC

Deliverables:

- 25% Cost estimate in SCC format for American Fork segment
- 25% Cost estimate in SCC format for Lehi segment
- 25% Cost estimate in SCC format for Woods Cross segment
- 25% Cost estimate in SCC format for Clearfield segment

Task 8: Geotechnical Analysis

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods Cross and Clearfield Segments

8.01 Geotechnical Analysis

- Assemble and review geotechnical reports available for the original FrontRunner Project
- Coordinate with the structural engineering team to determine initial recommendations for retaining wall types
- Perform field investigations (borings) as noted in attached proposal from Terracon and as shown in attached KMZ files.
- Prepare geotechnical reports for each segment as noted in attached proposal from Terracon.

Deliverables:

- Geotechnical Reports for American Fork, Lehi, Woods Cross and Clearfield segments

Assumptions:

UTA and the PMSC will provide all necessary right-of-entry and access permits needed to perform field investigations.

Detailed geotechnical scope and assumptions are provided in Attachment 2.

Task 9: Wetland Delineation Report

TASK 9– FrontRunner Forward Doubletrack Projects Wetland Delineation and Reporting

This set of tasks covers the wetland delineation and reporting suitable for Corps of Engineering Wetland Delineation approvals and subsequent permitting processes for four projects involving adding segments of tracks to the FrontRunner commuter rail system. The wetland delineation reports are anticipated to be completed prior to December 31, 2022. This scope assumes UTA shall be responsible for obtaining rights of entry for any non-railroad properties within the potential areas to be surveyed, with Parametrix responsible for identifying properties and rights of access needed. UTA will provide support to allow surveys to be completed during daylight hours on weekdays or on consecutive days to allow consolidation of surveys. Parametrix will follow UTA and UPRR requirements for access to rail rights of way. Properties where rights of way are not available will be identified in the wetlands reports, identifying this limitation in the delineation of affected wetlands.

TASK 9.1- Clearfield to Roy Delineation and Reporting

Parametrix will delineate wetlands and other waters of the U.S. within the Clearfield to Roy study area. The delineation will use the methods specified in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the indicators described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Corps 2008). Wetlands, other waters, and sample plot locations will be flagged in the field and mapped by professional land survey crews. Survey data will be used by Parametrix wetland scientists to prepare GIS maps and figures.

The delineation and reporting task includes: data management; GIS development, and figure creation; and compilation of study results into the Wetland and Stream report (A single report will be prepared, with each rail section presented in a different chapter).

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Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods Cross and Clearfield Segments

Deliverables

Deliverables for this task include:

- GIS shp file with wetland/stream boundaries
- A figure showing wetland and stream locations and project impacts
- Wetland and Stream report chapter for this segment.

Assumptions

This area includes at least 3 wetlands, with limited information on the southern half of the alignment.

TASK 9.2- Centerville to Woods Cross Delineation and Reporting

Parametrix will delineate wetlands and other waters of the U.S. within the Centerville to Woods Cross study area. The delineation will use the methods specified in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the indicators described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Corps 2008). Wetlands, other waters, and sample plot locations will be flagged in the field and mapped by professional land survey crews. Survey data will be used by Parametrix wetland scientists to prepare GIS maps and figures.

The delineation and reporting task includes data management; GIS development and figure creation; and compilation of study results into the Wetland and Stream report (A single report will be prepared, with each rail section presented in a different chapter).

Deliverables

Deliverables for this task include:

- GIS shp file with wetland/stream boundaries
- A figure showing wetland and stream locations and project impacts
- Wetland and Stream report chapter for this segment.

Assumptions

Woods Cross has 2 smaller wetlands to delineate

TASK 9.3- Lehi Delineation and Reporting

Parametrix will delineate wetlands and other waters of the U.S. within the Lehi study area. The delineation will use the methods specified in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the indicators described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Corps 2008). Wetlands, other waters, and sample plot locations will be flagged in the field and mapped by professional land survey crews. Survey data will be used by Parametrix wetland scientists to prepare GIS maps and figures.

The delineation and reporting task includes data management; GIS development, and figure creation; and compilation of study results into the Wetland and Stream report (A single report will be prepared, with each rail section presented in a different chapter).

Deliverables

Deliverables for this task include:

UTA Frontrunner Forward – Parametrix Contract
Task Order 3 Advanced Conceptual Design and supporting services for American Fork, Lehi, Woods
Cross and Clearfield Segments

- GIS shp file with wetland/stream boundaries
- A figure showing wetland and stream locations and project impacts
- Wetland and Stream report chapter for this segment.

Assumptions

The Lehi section has the Jordan River and associated wetland. Likely requires a 2 mile walk in and out to access site.

TASK 9.4- American Fork Delineation and Reporting

Parametrix will delineate wetlands and other waters of the U.S. within the American Fork study area. The delineation will use the methods specified in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the indicators described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Corps 2008). Wetlands, other waters, and sample plot locations will be flagged in the field and mapped by professional land survey crews. Survey data will be provided to Parametrix wetland scientists to prepare GIS maps and figures.

The delineation and reporting task includes data management; GIS development, land surveys and mapping, and figure creation; and compilation of study results into the Wetland and Stream report (A single report will be prepared, with each rail section presented in a different chapter).

Deliverables

Deliverables for this task include:

- GIS shp file with wetland/stream boundaries
- A figure showing wetland and stream locations and project impacts
- Wetland and Stream report chapter for this segment.

Assumptions

The American Fork section has 7 wetland and stream features to delineate.

Project Total	\$ 1,519,521
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Labor Total by Company	Hours	Labor Total	Expense Total	Total	Total	%
Parametrix	4229	\$611,253	\$12,000	\$623,253	\$623,253	
Cerbus	0	\$0	\$0	\$0	\$0	
CSA	0	\$0	\$0	\$0	\$0	
DEA	3708	\$509,663	\$6,000	\$515,663	\$515,663	
Florida Rail (DBE)	572	\$88,933	\$0	\$88,933	\$88,933	
TriUnity (DBE)	720	\$128,570	\$7,277	\$135,847	\$135,847	
Terracon	1029	\$144,660	\$2,000	\$146,660	\$146,660	
Labor Totals	9,758	\$1,477,469	\$27,277	\$0	\$1,504,746	

Utah Transportation Authority FRONT RUNNER ENVIRONMENTAL PROFESSIONAL SERVICES, CONTRACT 21-034961W 30% Design																							
FRF Work Order 3	DEA												Pacific Rail				TriUnity						Terracore
	Mark Dorn	Kevin Farley	Ken Holt	Mike Butler	Jeff McBride	Zach Bailey	Christine Isom	Tim Martin	Daniel Bernier	Jordan Becker	Diana Wallace	Stephen Persall	Senior Railroad Technologist IV	Systems Engineer III	Engineer I	Andrew Kean	Tim Kamper	Dan Lee	Andy Taylor	Molly Nadelberg	Mike Peck	Project Manager	
Fully Burdened Rate with Fee of 10%:	\$369.27	\$253.21	\$116.47	\$140.53	\$205.82	\$99.01	\$280.58	\$185.23	\$109.25	\$157.99	\$115.63	\$177.23	\$180.79	\$148.01	\$82.99	\$187.20	\$157.50	\$196.20	\$193.27	\$159.39	\$256.96	\$140.00	
Description	80	24	0	0	0	0	24	40	260	0	112	0	0	0	0	0	0	0	0	0	0	0	
Design Management and Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Order/Design Management	48	24	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Quality Assurance/Quality Control	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Design Production	16	0	0	0	0	0	0	40	260	0	24	0	0	0	0	0	0	0	0	0	0	0	
American Fork 30% Design	0	64	0	144	80	40	112	296	464	512	0	32	40	80	23	0	0	0	0	0	0	0	
Rail and Special Track / Segment Design Coordination	0	0	0	0	0	0	0	260	220	220	0	36	0	0	0	0	0	0	0	0	0	0	
Civil and Site Development Design	0	16	0	0	0	0	0	40	40	80	0	0	0	0	0	0	0	0	0	0	0	0	
At-Grade Crossings	0	16	0	120	0	0	0	40	40	0	0	16	0	0	0	0	0	0	0	0	0	0	
Structural Design	0	0	0	0	0	40	112	0	200	200	0	0	0	0	0	0	0	0	0	0	0	0	
Drainage Design	0	16	0	24	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Preliminary Railroad Signal Design	0	0	0	0	0	0	0	40	0	0	0	0	40	80	23	0	0	0	0	0	0	0	
Utilities	0	16	0	0	0	0	0	16	40	80	0	0	0	0	0	0	0	0	0	0	0	0	
Right-of-Way	0	0	0	0	0	0	0	0	24	32	0	0	0	0	0	0	0	0	0	0	0	0	
Lighting and Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lehi 30% Design	0	56	68	0	0	0	8	144	176	144	0	32	40	80	23	0	0	0	0	0	0	0	
Rail and Special Track / Segment Design Coordination	0	0	0	0	0	0	0	220	40	88	0	36	0	0	0	0	0	0	0	0	0	0	
Civil and Site Development Design	0	16	8	0	0	0	0	0	40	0	16	0	0	0	0	0	0	0	0	0	0	0	
At-Grade Crossings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Structural Design	0	0	0	0	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	
Drainage Design	0	16	30	0	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	
Preliminary Railroad Signal Design	0	0	0	0	0	0	0	24	0	0	0	0	40	80	23	0	0	0	0	0	0	0	
Utilities	0	16	30	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	
Right-of-Way	0	0	0	0	0	0	0	0	24	24	0	0	0	0	0	0	0	0	0	0	0	0	
Lighting and Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Woods Cross 30% Design	0	0	0	0	0	0	0	0	0	0	0	0	0	40	80	23	0	0	0	0	0	0	
Rail and Special Track / Segment Design Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Civil and Site Development Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
At-Grade Crossings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Structural Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Drainage Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Preliminary Railroad Signal Design	0	0	0	0	0	0	0	0	0	0	0	0	40	80	23	0	0	0	0	0	0	0	
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lighting and Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Clearfield 30% Design	0	0	0	0	0	0	0	0	0	0	0	0	0	40	80	23	0	0	0	0	0	0	
Rail and Special Track / Segment Design Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Civil and Site Development Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
At-Grade Crossings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Structural Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Drainage Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Preliminary Railroad Signal Design	0	0	0	0	0	0	0	0	0	0	0	0	40	80	23	0	0	0	0	0	0	0	
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lighting and Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Union Pacific Outreach Support	0	0	0	0	0	0	0	40	184	40	0	32	0	0	0	0	0	0	0	0	0	0	
Cost Estimating Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	190	100	100	150	80	0	
American Fork Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53	68	36	36	53	11	0	
Lehi Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	26	14	14	21	4	0	
Woods Cross Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	34	19	19	27	5	0	
Clearfield Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	49	62	32	32	49	10	0	
Geotechnical Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,029	
American Fork	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	488	
Lehi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	260	
Woods Cross	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	127	
Clearfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	188	
Wetland Delineation and Survey Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Clearfield	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Woods Cross	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lehi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
American Fork	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Labor Hour Totals:	80	144	68	144	80	40	144	520	1,084	696	112	96	160	320	92	150	190	100	100	150	30	1,029	
Labor Totals:	\$29,342	\$36,462	\$7,920	\$20,236	\$16,466	\$3,960	\$40,404	\$96,320	\$118,427	\$109,961	\$12,951	\$17,014	\$28,925	\$47,363	\$7,635	\$28,080	\$29,925	\$19,620	\$19,327	\$23,909	\$7,709	\$144,000	



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

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

TITLE:

Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 28 - Phase 5 On Site Underground Power Conduits and Vaults (Big D Construction)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute change order No 28 and associated disbursements with Big D Construction in the amount of \$719,343

BACKGROUND:

In June 2018, UTA released a request for procurement (RFP) for the construction of the Depot District Clean Fuels Technology Center. This facility will replace the existing aging and undersized Central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. Rocky Mountain Power requires UTA to install underground conduit and vaults so they can provide wiring and equipment to provide the necessary power for the new facility.

DISCUSSION:

This change order is to provide underground conduit and vaults from the existing overhead power lines near 400 South to the existing electrical gear on the west side of the parking lot west of the new Depot District Building. There will be a future change order to install conduits and vaults from the parking lot out to 200 South and along 200 South to 600 West. A Direction or Authorization to Proceed (DAP) has been issued in the amount of \$109,100 to order the precast concrete vaults which take a minimum of 6 weeks to deliver to the site.

CONTRACT SUMMARY:

Contractor Name:	Big D Construction
Contract Number:	18-2741TP-28
Base Contract Effective Dates:	August 24, 2018 (Phase 1 contract) June 24, 2019 (Phase 2 contract)
Extended Contract Dates:	March 10, 2023
Existing Contract Value:	\$73,337,107
Amendment Amount:	\$719,343
New/Total Contract Value:	\$74,056,450
Procurement Method:	Change Order
Budget Authority:	Approved Depot District Project Budget

ALTERNATIVES:

If this change order is not approved, Rocky Mountain Power will not be able to provide sufficient power for the new facility.

FISCAL IMPACT:

The budget is included in the Depot District project which is included in the 5-year Capital Plan.

ATTACHMENTS:

- Change order with Big D Construction



TITLE: GMP #5 - Onsite power conduits and vaults
PROJECT/CODE: MSP102 - Depot District
TO: Big-D Construction
ATTN: Jim Allison

DATE: 7/15/2022
This is a change order to
CONTRACT No: 18-2741TP

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

This change order is for GMP 5 and is for the portion of the underground conduit and vaults from the west parking lot to the 400 South bridge through the UTA property. These conduits and vaults are required by Rocky Mountain Power to provide sufficient power to the project site for the new building, bus charging and canopies. Rocky Mountain power will provide the wiring, transformers and other equipment when the conduit and vaults are installed. This change order will require board approval. DAP #23 issued for \$85,000 on 6/2/2022 and DAP #25 issued for \$24,100 on 7/13/2022 for long lead precast concrete vaults.

Direction or Authorization to Proceed (DAP) previously executed: YES ☒ NO ☐

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$719,343	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	3/10/2022
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$73,187,577	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$73,337,107	Final Completion Date as of This Change Order:	3/10/2013
T&M NTE:	-	Net Change This Change Order:	\$719,343	ACCEPTED:	
Total:	\$719,343	Current Project Total:	\$74,056,450		

ACCEPTED:

By:

Date:

Jim Allison
Big-D Construction

By:

Date:

David Osborn
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:

DocuSigned by:

Mike Bell

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7/21/2022

Mike Bell
Attorney General

By:

Date:

Jay Fox
Executive Director >\$200,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2741TP BIG
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$149,530	
1	7/19/2019	\$2,068,783	\$2,218,313	Phase 2/GMP 1 - Demolition and Abatement Construction Services
2	8/12/2019	\$241,637	\$2,459,950	Depot District Clean Fuel Technology Center- Locomotive Bldg. Demolition & Hazardous Waste Abatement- GMP-1A
3	10/18/2019	\$8,092,803	\$10,552,753	Phase 2/GMP 2
4	12/20/2019	\$159,623	\$10,712,376	Phase 2/GMP 1 - Unforeseen Site Conditions
5	3/2/2020	\$41,234	\$10,753,610	Salvage Brick and Timbers
6	3/20/2020	\$54,571	\$10,808,181	Export Material Screening
7	4/17/2020	\$10,348	\$10,818,529	Design Work for Rammed Aggregate Piers
8	5/15/2020	\$81,812	\$10,900,341	Various Scope Modifications for PCOs 08, 09, 10, 12, 13, 16, 18, 20, 21 and 22
9	5/15/2020	\$25,799	\$10,926,140	40ft additional waterline tie-in
10	5/15/2020	\$35,252	\$10,961,392	Waterline Loops Around Storm Drain and Fire Waterline Revisions
11	5/15/2020	\$116,671	\$11,078,063	Permit Changes for Wash, Parking and Fueling
12	5/15/2020	\$80,314	\$11,158,377	Various Scope Modifications for PCOs 21, 22, 25 and 28
13	5/15/2020	\$26,049	\$11,184,426	PCO-042 - Wash Bay 2 - Polyurea Walls and Sherwin Williams Epoxy Paint
14	7/17/2020	\$59,156	\$11,243,582	Scope Modifications for PCOs 27-28
15	8/21/2020	\$50,351,311	\$61,594,893	GMP 3 - Construction of Bus Maintenance, Operations and Administration Building
16	7/17/2020	\$61,693	\$61,656,586	Various Scope Modifications for PCOs 23-26 and PCO 29 and 30
17	8/14/2020	\$188,449	\$61,845,035	Various Scope Modifications for PCOs 32-33
18	8/21/2020	\$88,159	\$61,933,194	Various Scope Modifications for PCOs 34-41
19	9/18/2020	\$19,441	\$61,952,635	Various Scope Modifications for PCOs 42-50
20	10/16/2020	\$32,706	\$61,985,341	Upgrade Low Voltage Wiring to Cat 6A
21	10/16/2020	\$20,314	\$62,005,655	Various Scope Modifications for PCOs 51 - 55, 57 - 59
22	11/20/2020	\$6,570	\$62,012,225	Various Scope Modifications for PCOs 60-61
23	12/18/2020	\$15,728	\$62,027,953	Various Scope Modifications for PCOs 62-66
24	1/15/2021	\$16,697	\$62,044,650	Various Scope Modifications for PCOs 67-69
25	2/19/2021	\$105,714	\$62,150,364	Various Scope Modifications for PCO-070-076
26	4/16/2021	\$20,726	\$62,171,090	Integrate Emergency Stops Between CNG and Diesel Together
27	9/22/2021	\$11,166,017	\$73,337,107	GMP 4 - Construction of bus canopies and battery electric bus charging infrastructure
Total to Date		\$ 73,187,577		



CODE	LINK	DESCRIPTION	BASE BID	SUB / SUPPLIER	Note
20000		DIVISION 02 - EXISTING CONDITIONS	4,395		
22100	●	Surveys	4,395	Redcon	
260000		DIVISION 26 - ELECTRICAL	591,038		
260000	●	Electrical	591,038	Helix	
320000		DIVISION 32 - EXTERIOR IMPROVEMENTS	58,007		
321313	●	Concrete Paving	46,678	Gene Peterson	
323100	●	Fences And Gates	5,962	Custom Fence	
329000	●	Landscape	5,367	Kevin Hull	
		SUBTOTAL	\$653,440		
	6.48%	Overhead & Profit	42,343		
	1.50%	Cost of Risk	9,802		
		SUBTOTAL	705,585		
	1.95%	Fee	13,759		
		TOTAL	719,343		

UTA DDC

22100

Surveys

Base Bid

Redcon

4,395

Scope of Work Description	Redcon	Notes
TRADE SPECIFIC SCOPE	4,340	
BASE BID	3,500	
Restaking	840	
Staking Mobilizations - 2 each	INCL	
As-Built Mobilizations - 4 each	INCL	
SPEC SECTIONS		
Per plans and specs	INCL	
GENERAL ITEMS	55	
Subcontractor Default Insurance	55	
Sales Tax State/City/County	Excluded	
Addenda Acknowledged	INCL	
Agree to Big-D Subcontract, Terms & Conditions	INCL	
Big-D Prequalified	INCL	
Agrees to Meet Insurance Requirements	INCL	
Valid Contractor License	INCL	
Totals:	4,395	

UTA DDC

260000
Electrical

Base Bid			
Helix		591,038	
Scope of Work Description	Skyline	Helix	Notes
TRADE SPECIFIC SCOPE	780,108	583,650	
BASE BID	662,850	572,000	
Additional Spare Conduit	94,122	INCL	
Precast Vaults per Plans	INCL	INCL	
Updated Man Hole Vaults Spec	4,500	INCL	21 weeks lead time
Dust Control	8,400	8,400	
BIM Coordination	5,236	INCL	
Reroute around Jobsite Trailer	5,000	INCL	
Excavation for electrical raceways and man vaults	INCL	INCL	
Concrete & Asphalt removal	INCL	INCL	
Asphalt patch back	INCL	3,250	
Pot Holing with vac truck for utility location	INCL	INCL	
SPEC SECTIONS			
Spec per Base Project	INCL	INCL	
GENERAL ITEMS	9,875	7,388	
Subcontractor Default Insurance	9,875	7,388	
Sales Tax State/City/County	Excluded	Excluded	
Addenda Acknowledged	INCL	INCL	
Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	
Big-D Prequalified	INCL	INCL	
Agrees to Meet Insurance Requirements	INCL	INCL	
Valid Contractor License	INCL	INCL	
Totals:	789,983	591,038	

UTA DDC

321313

Concrete Paving

Base Bid

Gene Peterson

46,678

Spec Section	Scope of Work Description	Gene Peterson	Notes
TRADE SPECIFIC SCOPE		46,095	
	BASE BID		
	Patching of concrete paving	21,875	
	Dowels for concrete patching	9,730	
	Additional dowels for phaseing	14,490	
Spec	SPEC SECTIONS		
	Per plans and specs		
GENERAL ITEMS		583	
	Subcontractor Default Insurance	583	
	Sales Tax State/City/County	Excluded	
	Addenda Acknowledged	INCL	
	Agree to Big-D Subcontract, Terms & Conditions	INCL	
	Big-D Prequalified	INCL	
	Agrees to Meet Insurance Requirements	INCL	
	Valid Contractor License	INCL	
Totals:		46,678	
Variances:		0	
		0.0%	

UTA DDC

323100

Fences And Gates

Base Bid		
Custom Fence	5,962	
Scope of Work Description	Custom Fence	Notes
TRADE SPECIFIC SCOPE	5,887	
BASE BID	INCL	
Reinstal Safety Loop	5,752	
Layout	135	
SPEC SECTIONS		
Per plans and specs	INCL	
GENERAL ITEMS	75	
Subcontractor Default Insurance	75	
Sales Tax State/City/County	Excluded	
Addenda Acknowledged	INCL	
Agree to Big-D Subcontract, Terms & Conditions	INCL	
Big-D Prequalified	INCL	
Agrees to Meet Insurance Requirements	INCL	
Valid Contractor License	INCL	
Totals:	5,962	

UTA DDC

329000

Landscape

Base Bid		
Kevin Hull	5,367	
Scope of Work Description	Kevin Hull	Notes
TRADE SPECIFIC SCOPE	5,300	
BASE BID	5,300	
Mob	INCL	
Filter Fabric	INCL	
Labor	INCL	
SPEC SECTIONS		
Per plans and specs	INCL	
GENERAL ITEMS	67	
Subcontractor Default Insurance	67	
Sales Tax State/City/County	Excluded	
Addenda Acknowledged	INCL	
Agree to Big-D Subcontract, Terms & Conditions	INCL	
Big-D Prequalified	INCL	
Agrees to Meet Insurance Requirements	INCL	
Valid Contractor License	INCL	
Totals:	5,367	



GENERAL INFORMATION

Proposal is based on the following documents:

- Project Plans Titled UTAH TRANSIT AUTHORITY DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER GMP 5 Dated March 18, 2022 with Printed Time Stamp of 4/29/2022 at 4:19:35 PM
- UTA Depot District GMP 5 Addendum 01 dated May 03, 2022

GENERAL CLARIFICATIONS

1. Special Inspections, material testing, soil testing and other consulting services are not included. It is understood these services will be procured and paid for by Owner.
2. Proposal does not include any permits, plan check, impact or other fees assessed by municipalities or authorities having jurisdiction. These are understood to be provided and paid for by Owner.
3. Scope and Fees associated with Questar/Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are not included and are to be provided and paid for by Owner.
4. Proposal does not include funds for dealing with contaminated soils, hazardous materials, unsuitable soils, soils containing arsenic, tailings, etc.
5. This proposal is based on work performed during regular business hours.

SITE WORK

6. 1,894 sf of PCC has been included. Patching is included as 9.5" PCC thickness.
7. No concrete pumping has been included. It is assumed concrete placement will be done directly from truck chute.

ELECTRICAL

8. Electrical Permit fees and standard two-year warranty are included in this proposal
9. Furnish and install of transformers and switchgear is excluded from this proposal.
10. 10 pothole excavations have been included in the base bid at a unit rate of \$2,400 per pothole.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Development and Sales

TITLE:

Fare Agreement: Ski Bus Service Agreement Amendment 1 (Snowbird Ski Resort, LLC)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Ratify Ski Bus Agreement Amendment 1 with Snowbird Ski Resort, LLC

BACKGROUND:

Utah Transit Authority (UTA) and Snowbird Ski Resort, LLC have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service in the Cottonwood Canyons. For the past 20 plus years, Snowbird Ski Resort, LLC and UTA have contracted together to provide transit service to employees and ski pass holders.

For the 2021-2022 Ski Season, UTA and Snowbird Ski Resort, LLC entered a ski bus agreement that was billed in two ways based on the authorized user segment: Season Pass Holder and/or Employees. The agreement was approved by the Board of Trustees on September 8, 2021.

A. Season Pass Holder

- UTA invoiced Snowbird Ski Resort, LLC for transit use by the resort's season pass holders based on a daily rate of \$8.

B. Employees

- UTA invoiced the resort based on a daily rate with a cap. Billing will be based on \$8.00 per day and resorts will pay no more than \$28 per week.

Summer Season

Snowbird Ski Resort, LLC provides a transit pass to each employee during the resort's summer season. Employee passes have remained active, but the original ski bus agreement expired. To support Snowbird Ski Resort, LLC during the summer season, the contract will be extended through Amendment 1.

DISCUSSION:

Staff recommends that UTA extend the Ski Bus Agreement with Snowbird Ski Resort, LLC through Amendment 1.

CONTRACT SUMMARY:

Contractor Name:	Snowbird Ski Resort, LLC
Contract Number:	21-F0212-1
Base Contract Effective Dates:	November 1, 2021- May 31, 2022
Extended Contract Dates:	June 1, 2022 - October 31, 2022
Existing Contract Value:	\$243,150
Amendment Amount:	\$19,200-\$24,500
New/Total Contract Value:	\$262,350-\$267,650
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with Snowbird Ski Resort, LLC and renegotiate the contract terms

FISCAL IMPACT:

Total revenue May 2022-September 30, 2022 is estimated to be between \$19,200 and \$24,500 and represents an increase between 100-200% as compared to revenue received in the same time period in 2021. Total revenue for the term of the contract is estimated to be between \$262,30 and \$267,650.

Increase

	100%	150%	200%
Amendment	\$ 19,200	\$ 21,800	\$ 24,500
Existing	\$ 243,150	\$ 243,150	\$ 243,150
Total	\$ 262,350	\$ 264,950	\$ 267,650

ATTACHMENTS:

Amendment 1

RENEWAL AMENDMENT 1
SKI BUS PASS AGREEMENT
Snowbird Ski Resort, LLC

This Amendment No. 1 is effective June 1, 2022 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **SNOWBIRD SKI RESORT, LLC**, (or the “Administrator”).

WHEREAS, the Parties entered into a Ski Bus Pass Agreement (hereinafter the “Agreement”) with an effective date of November 1, 2021 whereby Administrator agreed to purchase from UTA transit passes for season pass holders and employees at reduced rates;

WHEREAS, the Parties desire to renew the Agreement for an additional five months from June 1, 2022 until October 31, 2022.

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional five-month term from June 1, 2022 through October 31, 2022.
2. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

_____Date_____

By:
Title:

_____Date_____

By:
Title:

SNOWBIRD SKI RESORT:

_____Date_____

By:
Title:

Approved As To Form:

DocuSigned by:

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U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Megan Waters, Community Engagement Director
Kensey Kunkel, Mgr. Business Development and Sales

TITLE:

Fare Agreement: Special Event Tickets for Transit Contract (Craft Lake City)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Authorize executive director to enter a Special Event Contract with Craft Lake City

BACKGROUND:

UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through a custom priced contract that is negotiated by the Fares team and approved by the Board of Trustees. Examples include University of Utah sporting events and the Ogden Twilight Concert Series.

Last July, the Board of the Authority approved Resolution R2021-07-04: resolution approving certain sponsored fare agreements for Special Events as part of the Authority's COVID Recovery Efforts (Resolution). This resolution allowed the Fares and Community Engagement teams to partner with entities and execute ticket-as-fare contracts at no charge for those events using base UTA service (as published on [Schedules and Maps \(rideuta.com\)](https://rideuta.com/Rider-Tools/Schedules-and-Maps) <<https://rideuta.com/Rider-Tools/Schedules-and-Maps>>. Entities using base service may participate in exchange for in-kind advertising and promotion of UTA. This resolution will expire on July 31, 2022 and UTA staff desire to partner with the "Craft Lake City, DIY Festival" (Festival) which will take place on August 12, 13, and 14, 2022.

DISCUSSION:

UTA Fare Policy allows staff to present to the Board of Trustees for approval Complimentary fare provided for events in exchange for advertising value or other forms of recognitions that promote collaboration with the Authority. Craft Lake City and Utah Transit Authority are strategic partners who work to get more members of their community out of their cars and on to public transportation. In that spirit of partnership, UTA will partner with the Festival to offer ticket as fare to event attendees on the days of the event. In exchange for the transit fare, Craft Lake City agrees to give UTA a table during the event, social media mentions, an email blast to ticket -holders, as well as digital and print recognition. This has been valued at twelve-thousand dollars (\$12,000).

CONTRACT SUMMARY:

Contractor Name:	Craft Lake City
Contract Number:	22-F0297
Base Contract Effective Dates:	August 10, 2022 through August 17, 2022
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$12,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Not partner with Craft Lake City this year

FISCAL IMPACT:

Estimated twelve-thousand dollars (\$12,000) in fare revenue donated. Estimate assumes that twelve percent (12%) of the total event attendance will use transit at a value of five dollars (\$5) round-trip:

Total Attendance		% Riding Transit		Fare Value		Total Value
20,000	X	12%	X	\$5	=	\$12,000

ATTACHMENTS:

Contract

SPECIAL EVENTS AGREEMENT Tickets for Transit

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on August 10, 2021, by and between Craft Lake City (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Craft Lake City, DIY Festival (“Event”) on the following date(s): August 12, 13 14, 2022 and at the following location: Utah State Fairpark (“Venue”), and

WHEREAS Sponsor desires to procure transit passes for transportation to its Event using UTA’s transit system; and

WHEREAS UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, 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:

SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 1.2 The term “**Effective Date**” shall mean July 1, 2021, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$ 12,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through August 15, 2022.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
 - a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

- b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.
 - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.
 - d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
 8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
 9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

By:  Date: 7/22/2022
DocuSigned by:
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Name: Angela Brown

Title: Executive Director

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name:


Title

By: _____ Date: _____

Name:

Title:

Approved as to Form:

By:  Date: 7/22/2022
DocuSigned by:
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Michael Bell

Assistant Attorney General

Counsel for UTA

Exhibit “A”
Example Marketing Package

Value of Package: 12,000

Details of Package:

Table - \$1,500
Social Media Mention - \$4,500
E-blast: \$2,500
Digital and print recognition \$3,500
Total In-kind: \$12,000

Exhibit “B”
UTA Logo





U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
Cherryl Beveridge, Acting Chief Operating Officer
PRESENTER(S): Kyle Stockley, Rail Infrastructure Project Manager
Hal Johnson, Manager Project Research and Development
Jordan Eves, Business and Quality Analyst Supervisor

TITLE:

Mixed Bus Fleet Composition Strategy

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The Mixed Bus Fleet Composition team was tasked with developing a data-driven mixed bus fleet composition strategy that will support UTA's mission of providing clean air alternatives for the citizens of the Wasatch Front, will align with UTA's service plan and long-range transportation plan, and will serve as a guide for future vehicle procurement and facilities plans. Variables included the current fleet mix and replacement schedule, environmental concerns, vehicle costs, vehicle compatibility with service plan, infrastructure (current and future), technological innovation, and available funding. Members of the team include representatives from the Enterprise Strategy Office, Planning and Engagement, Service Development, Finance, and Operations.

DISCUSSION:

The mixed bus fleet composition team's recommendation is to transition UTA's bus propulsion to 50% (fifty percent) alternative fuels by 2042. Hold points in the implementation of the proposed Mixed Bus Fleet Composition Strategy are related to finance, infrastructure, supply chain, and training. Discussion of the Strategy will (eventually) need to include innovative measures to overcome these hold points while not overburdening the existing service units.

Note: This discussion was included in the July 27, 2022 board agenda, but was interrupted by an emergency building evacuation. Presenters will review previously presented material and complete the presentation and discussion in the August 10, 2022 board meeting.

ALTERNATIVES:

UTA will need to develop a more long-term comprehensive fleet strategy program, however, alternatives include transitioning over a longer period of time (as opposed to the planned 20-year strategy), as well as consider propulsion related objectives (less alternative fuel - more conventional diesel equipment).

FISCAL IMPACT:

Over the 20-year life of the proposed program, costs are anticipated at \$469M for electric vehicles, \$370M for clean diesel vehicles, and \$116M for CNG vehicles (a total cost of \$955M over a 20-year span).

ATTACHMENTS:

None



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/10/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning & Engagement Officer
Megan Waters, Community Engagement Director

TITLE:

Adopt-A-Stop Program Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

In 2021, UTA Community Engagement staff started development on an Adopt-A-Stop program for the organization. The model includes working directly with local partners, such as community-based organizations, nonprofits, local businesses, and more, to “adopt” bus stops near their locations. Adoption would include basic maintenance, including snow melt, snow shoveling, litter management, and a direct contact to UTA Facilities and Community Engagement should any issues arise. Another aspect of the program is the addition of artwork to the bus stop shelters (where applicable), creating opportunities for creative placemaking and improved ownership and stewardship of the system. As acknowledgement, we have created a sign installation to recognize the adopter on the bus stop shelter.

DISCUSSION:

The UTA Adopt-A-Stop program has made partnerships with organizations as initial adopters in this program, including the Salt Lake City Library and Alta Community Events. UTA Community Engagement staff have created a plan for expanding our reach and rolling out a wider spread implementation of the Adopt-A-Stop program across the service area. Collaboration with the Service Planning, Facilities, and Customer Experience teams has been critical to this program and these teams will continue to work together to progress these efforts. Qualitative successes have been observed, including at the 900 South 200 West bus stop location,

where UTA worked with Spyhop to install artwork on a bus shelter that had frequently been impacted by vandalism; following the installation (prior to construction) there was a marked decline in issues at that location.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/10/2022

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

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

BACKGROUND:

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

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss collective bargaining