



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

**Wednesday, February 8, 2023**

**9:00 AM**

**FrontLines Headquarters**

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

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

- 1. Call to Order and Opening Remarks** Chair Carlton Christensen
- 2. Pledge of Allegiance** Chair Carlton Christensen
- 3. Safety First Minute** Nichol Bourdeaux
- 4. Public Comment** Chair Carlton Christensen
- 5. Consent** Chair Carlton Christensen
  - a. Approval of January 25, 2023 Board Meeting Minutes
- 6. Reports**
  - a. Executive Director's Report Jay Fox
    - 2022 Ridership
    - Ski Service - Traffic Issues
  - b. Government Relations and Legislative Update Shule Bishop
- 7. Resolutions**
  - a. R2023-02-01 - Resolution Appointing Officers, and Setting Compensation for District Officers and Employees Kim Shanklin
- 8. Contracts, Disbursements and Grants**
  - a. Contract: Fuel Card Program (U.S. Bank) Rob Lamph
  - b. Contract: Data Discovery of UTA Infrastructure (Info-Tech Research Group Inc.) Kyle Brimley  
Mike Hurst

Board of Trustees	REGULAR MEETING AGENDA	February 8, 2023
c.	Change Order: TIGER Program Change Order No. 81 - Construction Services Amendment #23 - UTA Wayfinding Project (Granite Construction Company)	David Hancock Travis Colledge
d.	Change Order: TIGER Program Change Order No. 82 - 300 North Salt Lake City Overhead Pedestrian Bridge Elevator Structure Modifications (Granite Construction Company)	Grey Turner
e.	Pre-Procurements - Operator Restrooms	Todd Mills
<b>9.</b>	<b>Other Business</b>	Chair Carlton Christensen
a.	Next Meeting: Wednesday, February 22nd, 2023 at 9:00 a.m.	
<b>10.</b>	<b>Closed Session</b>	Chair Carlton Christensen
a.	Strategy Session to Discuss Collective Bargaining	
<b>11.</b>	<b>Open Session</b>	Chair Carlton Christensen
<b>12.</b>	<b>Adjourn</b>	Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link-[https://rideuta.zoom.us/webinar/register/WN\\_9JcAto6JQAi35tR97b6WeA](https://rideuta.zoom.us/webinar/register/WN_9JcAto6JQAi35tR97b6WeA) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, February 7th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

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

**TITLE:**

---

**Approval of January 25, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

---

**RECOMMENDATION:**

Approve the minutes of the January 25, 2023, Board of Trustees meeting

---

**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday January 25, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](#) [<https://www.utah.gov/pmn/sitemap/notice/808233.html>](https://www.utah.gov/pmn/sitemap/notice/808233.html) and video feed is available through the [UTA Board Meetings page](#) [<https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

---

**ATTACHMENTS:**

1. 2023-01-25\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

---

**Wednesday, January 25, 2023**

**9:00 AM**

**FrontLines Headquarters**

---

**Present:**  
Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

(Trustee Jeff Acerson joined the meeting virtually.)

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

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

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

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

**4. Public Comment**

**In-Person/Virtual Comment**

Virtual public comment was made by Sherry Van Mondfrans. Ms. Van Mondfrans requested information as to why loaded buses were held in the Brighton loop for four hours. She expressed frustration with the lack of access to food, water, and facilities, and requested an investigation into the report she filed with UTA customer service - CFR 222991.

**Online Comment**

All online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

**5. Consent**

**a. Approval of January 11, 2023 Board Meeting Minutes**

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

## 6. Reports

### a. Executive Director's Report

- Employee Memorial - Andrew Bates
- Transit Day on the Hill
- State Recognition - Dale Brady
- 2022 Ridership

#### **Employee Memorial - Andrew Bates**

Jay Fox, UTA Executive Director, was joined by Cherryl Beveridge, UTA Chief Operating Officer, and Dave Filby, UTA Manager of Right of Way Assets. Mr. Filby memorialized Andrew "Drew" Bates, UTA Rail Maintenance Supervisor, who passed away in December 2022.

#### **Transit Day on the Hill**

Mr. Fox mentioned UTA's participation in Transit Day on the Hill, and opined it was a good opportunity for UTA leadership and other transit agencies to interact with legislators.

#### **State Recognition - Dale Brady**

Mr. Fox reported UTA Operator Dale Brady, who achieved the remarkable milestone of driving a bus 4 million miles accident free, was recognized by the Utah State Legislature.

#### **2022 Ridership**

Mr. Fox indicated he would provide detailed information on 2022 ridership when the final data is available. He cited a few service-related statistics through November 2022, such as:

- Systemwide ridership was up 31%
- Subsidy per rider improved 25.9%
- Avoidable bus accidents improved 28.7%
- Miles per service interruption on FrontRunner improved 14%

Mr. Fox said during December, when weather was a significant challenge, FrontRunner service was 91% on time and TRAX performance was similar.

Chair Christensen requested an update in the next meeting on the concern raised by Ms. Van Mondfrans.

#### **Martin Luther King, Jr. Award to Carlton Christensen**

Mr. Fox yielded the floor to Trustees Holbrook and Acerson who commented on Chair Christensen's receipt of the Martin Luther King, Jr. Award and presented him with a small token of appreciation for his service to the community.

Steve Wright, UTA Communications Director, read a tongue-in-cheek poem

commemorating Chair Christensen's love for building.

**b. Government Relations and Legislative Update**

Shule Bishop, UTA Government Relations Director, reported UTA is closely collaborating with its community partners on shared initiatives.

He thanked Representative Kay Christofferson for arranging the legislature's recognition of UTA Operator Dale Brady and expressed appreciation to the other transit agencies participating in Transit Day on the Hill.

Mr. Bishop went on to discuss two bills sponsored by Senator Wayne Harper:

- SB 84 Housing and Transit Reinvestment Zone Amendments, which clarifies housing and transit reinvestment zone (HTRZ) objectives, among other things
- SB 27 S3 Transportation Revisions, which clarifies roles between UTA and the Utah Department of Transportation (UDOT), refines policy related to station area plans, and includes a provision addressing cost of living salary adjustments for trustees

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to support Senate Bill 84 Housing and Transit Reinvestment Zone Amendments and Senate Bill 27 Transportation Revisions in their current iterations. The motion carried with a unanimous vote.

**c. Pension Committee Report**

Bill Greene, UTA Chief Financial Officer, mentioned the pension committee met recently and discussed the downturn in the market. He noted Cambridge, the third party contractor hired to manage the pension fund, is repositioning the portfolio to include private equities and prepare for changes in the market.

Discussion ensued. Questions on accounting responsibilities and Cambridge's recommendations on pension fund management were posed by the board and answered by Mr. Greene and Trustee Acerson.

**7. Contracts, Disbursements and Grants**

**a. Contract: Bus Stop Shelter Procurement (Brasco International, Inc.)**

David Hancock, UTA Director of Capital Development, was joined by G.J. LaBonty, UTA Manager of Customer Experience. Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, joined the meeting virtually. Mr. Hancock requested the board approve a \$2,545,300 contract with Brasco International, Inc. for bus stop shelters. The contract has a four-year base term with a one-year option. Pricing on the contract is for the base term only. Additional board approval will be required if staff elects to exercise the option.

Discussion ensued. Questions on bus stop shelter location prioritization, replacement schedule, replacement style, and shelter retirement schedule were posed by the board and answered by staff.

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

**b. Contract: Secondary (Disaster Recovery) Data Center Server and Data Storage Replacement (CVE Technologies Group, Inc. )**

Kyle Brimley, UTA IT Director, requested the board approve a \$305,960.92 contract with CVE Technology Group, Inc. for data storage system hardware and associated licensing.

Discussion ensued. A question on the inclusion of installation costs was posed by the board and answered by Mr. Brimley.

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

**c. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Mott MacDonald, LLC)**

Jordan Swain, UTA Transit-Oriented Development Project Manager, requested the board approve a task ordering contract with Mott MacDonald, LLC to assist in station area planning, as funds become available. Any task order for this contract over \$200,000 will be brought to the board for approval. Also, if the task order total exceeds \$600,000, additional board approval will be required.

Discussion ensued. A question on infrastructure planning was posed by the board and answered by Mr. Swain.

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

**d. Contract: Forty Foot Bus Order Through Piggyback on Washington State Contract (Gillig, LLC)**

Kyle Stockley, UTA Rail Infrastructure Project Manager, was joined by Jesse Rogers, UTA Vehicle Procurement & Commissioning Administrator - Bus. Mr. Rogers requested the board approve a notice to proceed authorizing a bus order that piggybacks on the Washington State contract with Gillig LLC in the amount of \$29,975,312. The order includes 12 compressed natural gas (CNG) buses and 38 clean diesel buses.

Discussion ensued. Questions on the piggyback decision and CNG replacements (i.e., over clean diesel) were posed by the board and answered by staff.

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

e. **Change Order: Electric Buses and Charging Equipment 2nd Order for Charging Equipment (Gillig, LLC)**

Hal Johnson, UTA Manager of Project Research & Development, was joined by Mr. Rogers. Mr. Johnson requested the board approve a \$1,734,082 change order to the contract with Gillig, LLC for electric bus charging equipment. The total contract value, including the change order, is \$45,967,578.

Discussion ensued. Questions on charging equipment costs and installation and public-private partnership collaboration were posed by the board and answered by staff.

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

f. **Change Order: Retirement Plan Services Agreement Modification No. 001 - Term Extension (Milliman, Inc.)**

Kim Shanklin, UTA Chief People Officer, requested the board approve a \$720,000 modification to the contract with Milliman, Inc. for retirement plan services through January 31, 2025. The total estimated contract value, including the modification, is \$2,220,000.

Discussion ensued. A question on the need for a two-year extension was posed by the board and answered by Ms. Shanklin.

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

g. **Change Order: Investment Management Agreement Modification No. 002 - Term Extension (Cambridge Associates, LLC)**

Ms. Shanklin requested the board approve a \$510,000 modification to the contract with Cambridge Associates, LLC for pension investment fund management services through December 31, 2023. The total estimated contract value, including the modification, is \$3,012,938.

Discussion ensued. Questions on the extension of the contract term were posed by the board and answered by Ms. Shanklin.

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

h. **Change Order: TIGER Program Change Order No. 74 - Provo Overhead Pedestrian Bridge Project Cost Increase (Granite Construction)**

[Note: The Transportation Investment Generating Economic Recovery (TIGER) program of projects consists of multiple community betterment projects, including the pedestrian bridge discussed in today's meeting.]

Mr. Hancock was joined by Grey Turner, UTA Manager of Civil Engineering & Design. Mr. Turner requested the board approve a \$4,571,872 change order to the contract with Granite Construction for cost increases on the Provo overhead pedestrian bridge project. The total contract value for the Provo Bridge project, including the change order, is \$8,646,228. The total contract value including this change order and all TIGER projects to date is \$40,315,311.

Discussion ensued. Questions on project funding and timeline were posed by the board and answered by staff.

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

## 8. Budget and Other Approvals

### a. **UTA Policy - UTA.05.04 Administrative Employee Compensation Program**

Ms. Shanklin reviewed the policy, which updates the administrative salary structure for the agency. The methodology changes are intended to bring UTA's salary structure in line with best practices resulting in improved transparency and understanding, greater internal equity between jobs within a salary grade, and continued focus on labor market data to ensure competitive salaries. The policy also introduces a salary grade minimum, midpoint, and maximum for all jobs within a paygrade. The 2023 salary structure redesign is slated for adoption during the February 8, 2023, board meeting.

Discussion ensued during which the trustees expressed support for the updated compensation structure.

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

### b. **TBA2023-01-01 - Technical Budget Adjustment - FTE Request for Facilities Development Team**

Mr. Greene was joined by Paul Drake, UTA Director of Real Estate & Transit-Oriented Development. Mr. Drake explained the technical budget adjustment, which adds two full-time employees to the real estate department to support development of a facilities master plan and related administration.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that TBA2023-01-01 - Technical Budget Adjustment - FTE Request for Facilities Development Team be approved. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:37 a.m.

The meeting reconvened at 10:47 a.m.

**9. Discussion Items****a. Station Area Plans**

- Farmington Frontrunner
- 1300 South TRAX
- Lehi Frontrunner

Mr. Drake was joined by Mr. Swain. Mr. Drake said staff would defer discussion on the 1300 South TRAX station area plan to a later date. He then expressed appreciation to Mr. Swain, who is leaving employment at UTA for another opportunity.

Mr. Swain provided information on the Farmington FrontRunner and Lehi FrontRunner station area plans (SAPs) and associated recommendations. In Farmington, the recommendation is to convert 264 Park-and-Ride stalls to a transit-oriented development. In Lehi, the recommendations are to convert 300 Park-and-Ride stalls to a transit-oriented development; reconfigure the bus loop to allow integration of a future bus rapid transit (BRT) route; and develop 200 affordable housing units, 270,000 square feet of office space, and 47,000 square feet of retail space.

Discussion ensued. Questions on the postponement of approval of the 1300 South TRAX station area plan, parking demand in Farmington, express bus transfers in Farmington, collaborative efforts with Thanksgiving Point area developers in Lehi, and impact of a possible selection of light rail as a mode of choice for the development in Lehi were posed by the board and answered by staff.

**b. 2023-2027 UTA Five-Year Service Plan Final Draft Update**

Eric Callison, UTA Manager of Service Planning, was joined by Megan Waters, UTA Community Engagement Director. Mr. Callison introduced the UTA Five-Year Service Plan (5YSP) development process. Ms. Waters then spoke about community engagement efforts and summarized public comment related to the plan. Mr. Callison went on to describe anticipated changes for years 2023-2027. He also touched on “vision” items, which consist of proposed service additions beyond the timeline and fiscal constraints of the 5YSP. He concluded by outlining the plan approval timeline.

Discussion ensued. Questions on provision of public comment to the Local Advisory Council, possibility of increasing service incrementally as new operators are hired, and timeframe for decisions on southwest Utah County Park-and-Ride locations were posed by the board and answered by staff. Chair Christensen requested an evaluation of southbound service past 9800 South on Redwood Road into Utah County to service the Park-and-Ride locations that will be located there. The trustees recommended increasing communication with municipalities to foster a better understanding of steps that can be taken to increase transit propensity.

**c. Discretionary Grants Update**

Tracy Young, UTA Grants Director, was joined by Alma Haskell, UTA Grants

Development Administrator. Ms. Young highlighted discretionary grants awarded to UTA, which include:

- Federal Transit Administration (FTA) Transit-Oriented Development Planning - Midvalley Connector (\$360,000)
- Fiscal Year 23 West Side Express Transit Infrastructure Grant Appropriation (\$3.5 million)

She then listed the grant applications awaiting selection.

Discussion ensued. A question on the timeline for grant award decisions was posed by the board and answered by Ms. Young. It was clarified the grant submission for rail replacement vehicles was made to the FTA and not the Federal Railroad Administration.

**10. Other Business**

- a. Next Meeting: Wednesday, February 8th, 2023 at 9:00 a.m.

**11. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:55 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/808233.html> for entire content.

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

Approved Date:

---

Carlton J. Christensen  
Chair, Board of Trustees

**Appendix A**  
**Online Public Comment**

**From George Chapman:**

I am interested in the electric bus buy. I like but urge recognition that up to 67% of electric bus bought in the last few years are out of service.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

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

**TITLE:**

**Executive Director's Report**

- 2022 Ridership
- Ski Service - Traffic Issues

**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.

- 2022 Ridership
- Ski Service - Traffic Issues



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

---

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

**TITLE:**

---

**Government Relations and Legislative Update**

---

**AGENDA ITEM TYPE:**

Report

---

**RECOMMENDATION:**

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

---

**BACKGROUND:**

The Utah State Legislature is currently in session. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

---

**DISCUSSION:**

The Government Relations Director will give a report on transit-related issues before the Utah Legislature.

---

**ATTACHMENTS:**

None

---



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

---

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

**TITLE:**

---

**R2023-02-01 - Resolution Appointing Officers, and Setting Compensation for District Officers and Employees**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve Resolution R2023-02-01 appointing officers and setting compensation for district officers and employees

---

**BACKGROUND:**

Utah Code §17B-2a-810 requires UTA's Board of Trustees to appoint certain officers for the agency, and to set by resolution the compensation of all district officers and employees. To comply with this duty, the Board of Trustees annually appoints officers and sets the compensation for those officers and all UTA employees. UTA's administrative employee salary structure is the basis for UTA's compensation program for administrative employees. The structure has been redesigned as authorized in UTA Policy UTA.05.04 Administrative Employee Compensation Plan with updated data to reflect best practice and current market data.

---

**DISCUSSION:**

The Board of Trustees recently adopted updates to UTA's compensation policy related to how the structure was implemented. This new administrative salary structure was redesigned based on market data gathered in fall of 2022. The structure made updates to salary grade spreads and midpoint differentials to reflect best practice.

---

**ALTERNATIVES:**

If not adopted, UTA could continue with the 2022 structure. This could possibly result in UTA having a harder time competing for jobs within the local market and make it more difficult to attract and retain our workforce.

---

**FISCAL IMPACT:**

Included in UTA's 2023 operating budget.

---

**ATTACHMENTS:**

Resolution R2023-02-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPOINTING OFFICERS, AND SETTING COMPENSATION FOR  
DISTRICT OFFICERS AND EMPLOYEES**

R2023-02-01

February 8, 2023

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

WHEREAS, the Act requires the Board of Trustees ("Board") of the Authority to fix the compensation of all district officers and employees, excluding the Board of Trustees whose compensation is fixed by the Local Advisory Council; and

WHEREAS, the Board desires to fix the compensation of all district officers and employees, excluding the Board of Trustees, as required by the Act; and

WHEREAS, the Act requires the Board to appoint district officers, which includes a Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor; and

WHEREAS, the Board previously appointed and set compensation for Jay Fox as Executive Director in Resolution R2021-11-03; and

WHEREAS, the Board desires to appoint a Secretary, Treasurer, Comptroller, and Internal Auditor as required by the Act; and

WHEREAS, Annette Royle is currently serving as Secretary, and the Board wishes to reappoint her to that role; and

WHEREAS, William Greene is currently serving as Treasurer, and the Board wishes to reappoint him to that role; and

WHEREAS, Mike Hurst is currently serving as the Authority's Internal Auditor and meets the requirements of the Act, and the Board wishes to reappoint him to that role; and

WHEREAS, Troy Bingham is currently serving as the Authority's Comptroller and meets the requirements of the Act, and the Board wishes to reappoint him to that role.

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

1. That the Board hereby sets the compensation of all district officers and employees, excluding the Board of Trustees, as set forth in the compensation schedule attached as Exhibit A.
2. That the Board hereby appoints Annette Royle as Secretary.
3. That the Board hereby appoints William Greene as Treasurer
4. That the Board hereby appoints Troy Bingham as Comptroller.
5. That the Board hereby appoints Mike Hurst as Internal Auditor.
6. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and adopted this 8th day of February 2023.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

Exhibit A  
(2023 UTA Administration Compensation Structure)

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
<b>25</b>	<b>\$195,000</b>	<b>\$244,000</b>	<b>\$292,500</b>		
	<b>\$93.750</b>	<b>\$117.308</b>	<b>\$140.625</b>		
				EX2009	Executive Director
<b>24</b>	<b>\$169,500</b>	<b>\$212,000</b>	<b>\$254,500</b>		
	<b>\$81.490</b>	<b>\$101.923</b>	<b>\$122.356</b>		
				EX1009	Chief Communications Officer
				EX1041	Chief Enterprise Strategy Ofc
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1042	Chief Planning & Engmt Ofc
				EX1039	Chief Service Development Ofc
<b>23</b>	<b>\$147,500</b>	<b>\$184,500</b>	<b>\$221,500</b>		
	<b>\$70.913</b>	<b>\$88.702</b>	<b>\$106.490</b>		
				MG4926	Acting Light Rail General Mgr
				MG4915	Acting Regional GM Mt Ogden BU
				MG4025	Commuter Rail General Manager
				MG2167	Director Capital Development
				MG2129	IT Director
				MG4026	Light Rail General Manager
				MG4015	Regional GM Mt. Ogden BU
				MG4022	Regional GM Salt Lake BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
<b>22</b>	<b>\$128,000</b>	<b>\$160,000</b>	<b>\$192,000</b>		
	<b>\$61.538</b>	<b>\$76.923</b>	<b>\$92.308</b>		
				MG2033	Chf of Police - Pub Safety Mgr
				MG3105	Dir Budget & Financial Strat
				MG2165	Dir of Capital Construction
				MG2111	Director of Board Governance
				MG2164	Director of Maint Support
				MG2163	Director of Supply Chain
				MG2108	Government Relations Director
				MG2158	Information Security Manager
<b>21</b>	<b>\$111,000</b>	<b>\$139,000</b>	<b>\$166,500</b>		
	<b>\$53.365</b>	<b>\$66.827</b>	<b>\$80.048</b>		
				MG2910	Acting Planning Director
				MG2113	Communications Director
				MG2176	Community Engagement Director
				MG2068	Comptroller
				MG2177	Dir Capital Assets&Proj Ctrl
				MG2140	Dir Innovat Mobility Solutions
				MG2181	Director Business Analysis
				MG3104	Director Internal Audit
				MG2166	Director of Fleet Engineering
				MG2110	Director of Planning

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2155	Director of Real Estate & TOD
				MG3102	Director Talent Acquisition
				MG2160	Director Talent Development
				MG2134	Director Total Rewards
				MG2153	Director, Safety & Security
				MG2159	Enterprise Applications Mgr
				TL3023	Enterprise Tech Architect
				MG2009	Facilities Maintenance Manager
				MG2145	Fares Director
				MG2180	Grants Director
				MG2185	IT Manager of App Development
				MG2175	IT Mgr Comms and Deployment
				MG2116	IT Network Support Mgr
				TL3020	JDE ERP Sr Developer
				MG2061	Manager, Systems Engineering
				MG2100	Mgr of IT Quality Assurance
				MG2038	Mgr Rail Technical Svcs & QA
				MG2031	Special Projects Manager
				TL3018	Sr Database Administrator
				MG2123	Sr Mgr Ops Analysis &Solutions
				MG2074	Sr Program Mgr, EngProject Dev
<b>20</b>	<b>\$97,000</b>	<b>\$121,000</b>	<b>\$145,500</b>		
	<b>\$46.635</b>	<b>\$58.173</b>	<b>\$69.952</b>		
				MG2909	Act Mgr Light Rail Operations
				SU3046	Acting IT Supervisor PMO
				MG2300	Acting Manager Human Resources
				MG1915	Acting Mgr LongRange StratPlan
				MG4929	Acting Mgr of Service Delivery
				SU3027	Application Development Supv
				SU3026	Application Support Supv
				MG1031	Assistant Comptroller
				PR3182	Assistant Treasurer
				TL3021	B.I. Architect-Programmer
				SU3020	Captain
				MG2030	Claims & Insurance Manager
				MG2125	Comms & Deployment Mgr
				PR3181	Compensation Program Manager
				MG2091	Coordinated Mobility Manager
				MG2178	Digital Marketing Manager
				SU3045	IT Supervisor Server & Storage
				SU3044	Labor Relations Officer
				MG2054	Manager of Right of Way Assets
				MG2045	Manager of Service Delivery
				MG2149	Mgr Business Development-Sales
				MG1061	Mgr Business Systems Solutions
				MG2171	Mgr Civil Engineering & Design

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2146	Mgr Commuter Rail Operations
				MG1057	Mgr Customer Experience
				MG2168	Mgr Environmental & Grant Svcs
				MG2109	Mgr Light Rail Operations
				MG1015	Mgr Long Range Strategic Plann
				MG2035	Mgr of Civil Rights Compliance
				MG2016	Mgr Property Administration
				MG2093	Mgr Rail Plan/Perf, Proj Deliv
				MG2172	Mgr Special Svcs Ops Support
				SU3013	Network Comm/Infra Supervisor
				PR3151	People Office Strat Analyst
				MG1060	Program Mgr Innov Mobility Sol
				MG2142	Project Manager III
				SU3008	Radio Communications Supv
				MG2107	Records Manager
				MG2991	Special Project Mgr -Fares
				MG2992	Special Project Mgr -Fleet
				PR3083	Sr Dev Program Engineer
				PR3179	Sr Financial Modeling Analyst
				TL3013	Sr Information Security Admin
				MG2179	Strategic Comms & Content Mgr
				TL3005	Systems Engineer
<b>19</b>	<b>\$87,500</b>	<b>\$105,000</b>	<b>\$122,500</b>		
	<b>\$42.067</b>	<b>\$50.481</b>	<b>\$58.894</b>		
				MG2157	Acting Mgr Vehicle Perf & Maint
				SU2039	Benefits Supervisor
				TL2052	Business Project Manager
				SU3042	Capital Asset Controls Supv
				PR3149	Civil Engineer III
				PR3184	Enterprise Risk Management Adm
				PR3189	Env Stewardship Sust Spec III
				TL2042	ERP Tech Sys Admin-Accounting
				TL3025	ERP Tech Sys Admin-Cap Assets
				TL2047	ERP Tech Sys Admin-Developer
				SU2052	ERP Tech Sys Admin-SupplyChain
				PR3013	Facilities Engineer
				PR3077	Facilities Utilities Proj Admn
				SU3035	Fares Supervisor
				SU3019	Fleet Engineering Admin
				SU3036	Fleet Engineering Supervisor
				PR3142	HR Business Partner
				SU3006	HRIS/Technology System Admin
				TL2049	IT Project Manager
				PR3164	Labr Relations BusinessPartner
				SU3031	Leadership Development Admin
				SU2030	Lieutenant

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL2044	Maintenance Systems ERP Admin
				MG1958	Manager Capital Asset Controls
				MG1008	Manager of Customer Service
				MG2084	Manager of Operations Planning
				MG1959	Manager State of Good Repair
				MG2013	Mgr Light Rail Vehicle Maint
				MG2094	Mgr of CR Vehicle Maintenance
				MG2169	Mgr Project Research and Dev
				MG1059	Mgr Qual and Const Oversight
				MG2136	Mgr Rail Systems Assets
				MG2083	Mgr Service Planning
				MG2115	Mgr Ticket Vend Machine Assets
				MG2041	Mgr Training and Development
				MG2071	Mgr Transit Communications Ctr
				MG2105	Mgr Vehicle Perf & Maintenance
				PR3091	NEPA Project Administrator
				TL3016	Network Administrator III
				MG2090	Procurement Manager
				TL3012	Programmer Analyst III
				MG2141	Project Manager II
				TL3026	Radio Systems Engineer I
				MG2170	Rail Infrastructure Prjct Mgr
				PR3119	Senior BI Systems Analyst
				PR3176	Senior Capital Budget Analyst
				TL2046	SharePoint Admin-Developer
				MG1038	Special Svc Program Mgr
				PR3136	Sr BusinessProc Analytics Spec
				PR3035	Sr Media Relations Specialist
				PR3130	Sr Org Development Consultant
				PR2111	Sr TAcq Full Cycle Recruiter
				PR3187	Sr. Business Systems Admin
<b>18</b>	<b>\$77,500</b>	<b>\$93,000</b>	<b>\$108,500</b>		
	<b>\$37.260</b>	<b>\$44.712</b>	<b>\$52.163</b>		

MG1052	Asst Mgr CR Vehicle Maint
MG1048	Asst Mgr Light Rail Veh Maint
MG1041	Asst Mgr of Rail Operations
MG1014	Asst Mgr of Service Delivery
MG1050	Asst Mgr of Svc Delivery (SS)
MG1053	Asst Mgr Rail Infra Assets
MG1054	Asst Mgr Rail System Assets-CR
MG1055	Asst Mgr Rail System Assets-LR
MG1956	Asst Mgr Rail Systems Maint
PR3125	BI Data Visualization Analyst
MG1042	Board Manager
SU3034	Bus Communications Supv
SU2015	Bus Vehicle Maint Supv

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure**

1/19/2023

<b><u>Pay Grade</u></b>	<b><u>MIN</u></b>	<b><u>MID</u></b>	<b><u>MAX</u></b>	<b><u>Job Code</u></b>	<b><u>Job Title</u></b>
				SU3024	Business&Quality Analyst Supv
				PR2110	Civil Engineer II
				SU2031	Commuter Rail Veh/Maint Supv
				SU3039	Corporate Training Admin
				PR2069	Emergency Mgmt Program Mgr
				TL3006	Fleet Engineer
				SU2064	Fleet Maintenance Supervisor
				PR3139	GIS-Asset Administrator
				TL2048	Information Security Analyst
				SU3021	Light Rail-MOW Training Admin
				SU2046	LRV Maint Supv-BusinessSolSpec
				SU2047	LRV Maint Supv-QAQC Specialist
				SU2044	LRV Maint Supv-Team Mentor
				SU2048	LRV Maint Supv-TeamCoordinator
				SU2049	LRV Maint Supv-Training Admin
				SU2050	LRV Maint Supv-Training Spec
				SU3037	Maint Apprentice Training Admn
				SU3002	Maintenance Of Way Supervisor
				MG1045	Manager of Security
				MG2075	Mgr, Project Dev/Systems Plan
				SU3047	MOW Training Admin
				SU2066	Operations Planning Supervisor
				SU3043	Payroll Supervisor
				TL2012	Programmer Analyst II
				PR3141	Proj Development Planner III
				PR3053	Project Control Specialist
				MG1035	Project Manager I
				TL2038	Radio Comms Engr Tech III
				SU3001	Rail Maintenance Supervisor
				PR2137	Retirement Liaison
				PR3158	Senior Fare Revenue Analyst
				SU2035	Sergeant
				SU2060	Service Planning Supervisor
				PR3157	Sr Benefits Administrator
				PR3173	Sr Business Development Rep
				PR3104	Sr Business Process Developer
				PR3183	Sr Comms & Mktg Strategist
				PR3137	Sr Financial Analyst
				PR3138	Sr Government Relations Spec
				PR3126	Sr Internal Auditor
				PR2108	Sr Property Administrator
				PR3147	Sr Strategic Sourcing Spec
				TL3009	Sr Telecommunications Spec
				PR3128	SrContinuousImprove Consultant
				PR3012	Strategic Planner III
				TL2028	Systems Support Analyst III

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure****1/19/2023**

<u><b>Pay Grade</b></u>	<u><b>MIN</b></u>	<u><b>MID</b></u>	<u><b>MAX</b></u>	<u><b>Job Code</b></u>	<u><b>Job Title</b></u>
				SU2038	Technical Support Supervisor
				MG2085	TOD Project Manager
				PR3089	Transit Asset Administrator
				PR2070	Video Security Admin
				MG1044	Warehouse & Inventory Ops Mgr
<b>17</b>	<b>\$69,000</b>	<b>\$83,000</b>	<b>\$96,500</b>		
	<b>\$33.173</b>	<b>\$39.904</b>	<b>\$46.394</b>		
				SU2019	Accounting Supervisor
				SU3005	Bus Ops Training Admin/Supv
				PR3062	Business and Quality Analyst
				PR2127	Career Development Coach
				SU2034	Cash Office Supervisor
				PR3134	Civil Rts Comp Ofc (TVI-DBE)
				PR3024	Civil Rts Compliance Ofc (ADA)
				PR3018	Claims Administrator
				PR2029	Communications Specialist
				SU2042	Commuter Rail OpsPersonnelSupv
				SP3020	Commuter Rail Train Dispatcher
				PR3014	Contract Buyer
				SU2062	Coord Mobility Grant Admin
				PR3120	Corp Instructional Designer
				PR3186	CR Instructional Designer
				SU2059	CR Veh Maint Training Leader
				PR3180	Customer Experience Planner II
				TL2014	Digital Media Specialist
				SU2010	Downtown Operations Supervisor
				PR2143	Env Stewardship Sust Spec II
				PR3175	Enviro Compliance & NEPA Admin
				PR3001	Environmental Compliance Admin
				SU2018	Facilities Maint Supv
				PR2123	Fare Operations Analyst
				PR2122	Fare Revenue Analyst
				SU2032	Farebox Service Supervisor
				TL3030	Field Service Technician Lead
				PR3178	Fin Rep & Monitoring Analyst
				TL2006	Fleet Engineering Technician
				TL2039	Fleet Maintenance Tech-Analyst
				PR2132	Fleet Vehicle Administrator
				PR2118	Fleet Vehicle Maint Admin- Bus
				PR3026	Grants Development Admin
				PR3185	Grants Project Controls Admin
				PR3156	Instructional Designer
				TL2054	IT Software Tester
				PR3169	Leadership Dev Training Spec
				SU2011	Light Rail Operations Supv
				PR2130	LMS Technical Coordinator

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3132	LR-MOW Instructional Designer
				SU2014	LRV Maint Supervisor
				SU2051	LRV Maint Supv-BodyFabrication
				SU2053	LRV Maint Supv-PartsToolsEquip
				SU3004	Maint Training Administrator
				PR3032	Maint Training Specialist
				SU2009	Operations Supervisor
				PR3127	Opsn Systems Admin-Specialist
				PR2115	Planning Researcher II
				PR3171	Prjct Rsrch & Dev Sys Analyst
				PR3146	Procurement & Contracts Spec
				PR2121	PTC Administrator
				PR3036	Public Relations Specialist
				TL2037	Radio Comms Engr Tech II
				PR3088	Rail Maint Training Specialist
				PR2060	Rail Opsn Training Leader
				SU2041	Rail Opsn Training Leader
				PR3170	Rdwy Worker Protection PrgmMgr
				PR2097	Records Officer and Specialist
				PR3118	Researcher- Innov Mobility Sol
				PR3143	RR Regulatory Compliance Spec
				PR3108	Safety Admin - Transit System
				PR3159	Safety Administrator
				PR3070	Safety Administrator-Const
				SU2056	Senior Accountant
				PR3172	Sr Accountant-CIP Grants
				PR3121	Sr Buyer
				PR3103	Sr Planning Researcher
				PR3148	Sr Procurement &Contracts Spec
				PR2090	Sr Sales Representative
				PR3049	Sr Service Planner
				PR3090	Sr Social Media Specialist
				PR3166	Sr Social Media Strategist
				PR2084	SS Delivery Systems Admin
				PR2103	Technical Business Analyst
				SU2023	Technical Services Supervisor
				SU2065	Technology Support Supervisor
				PR2086	TOC Project Specialist II
				PR3174	Total Rewards Program Admin
				SU2037	Transit Communications Supv
				SP3009	Transit Police Officer IV
				PR2134	Vanpool Data & Security Admin
				SU3012	Vanpool Fleet Maint Supervisor
				PR3111	Vehicle Procure/Comm Admin-Bus
<b>16</b>	<b>\$61,500</b>	<b>\$73,500</b>	<b>\$86,000</b>		
	<b>\$29.567</b>	<b>\$35.337</b>	<b>\$41.346</b>		

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure**

1/19/2023

<b><u>Pay Grade</u></b>	<b><u>MIN</u></b>	<b><u>MID</u></b>	<b><u>MAX</u></b>	<b><u>Job Code</u></b>	<b><u>Job Title</u></b>
				PR2131	Accountant-Capital Assets
				SU1007	ADA Evaluation Office Admin
				PR2129	Business Strategy Specialist
				PR2009	Buyer
				PR2117	CI Specialist- Supply Chain
				PR2077	Civil Engineer
				PR2128	Community Engagement Spec
				PR2030	Community Relations Spec
				PR1041	Construction Inspector I
				PR2088	Continuous Improve Specialist
				PR2136	Coord Mob Grants Compl Ofc
				PR2106	Customer Experience Planner
				CL3037	Exec Asst to Exec Director
				CL3044	Executive Asst to Board
				CL3042	Executive Asst to Board Chair
				TL3027	Field Service Technician III
				PR3022	Internet Marketing Specialist
				PR2126	IT Management Analyst
				SU2054	Light Rail Controller Supv
				SU2055	LR Ops- Training Supv
				SU2058	Maintenance Analyst-Supervisor
				TL2008	Network Administrator II
				SU2067	Paratransit Radio Control Supv
				SU1008	Pass Facilities Road Crew Supv
				PR2125	Payroll Analyst
				PR3168	PR & Marketing Strategist
				TL2017	Programmer Analyst I
				PR2082	Property Administrator I
				PR2083	Property Administrator II
				PR2113	Rail Quality Assurance Admin
				PR3043	Rail Service Project Admin
				PR2036	Rail Service/Ops Sr Planner
				TL2034	Revenue Equipment Maint Tech
				PR2120	Sales Representative
				PR2027	Service Planner
				SU1016	Special Svc Scheduling Supv
				PR3114	Special Svcs Sr Planner
				PR3050	Sr Operations Planner
				PR3145	Strategic Culture Partner
				PR2008	Strategic Planner II
				TL2027	Systems Support Analyst II
				PR2093	Talent Acq FullCycle Recruiter
				TL3031	Technology Support Analyst III
				PR2140	TOC Project Specialist I
				SP3008	Transit Police Officer III
				PR3028	Workers Compensation Admin

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure**

1/19/2023

<b><u>Pay Grade</u></b>	<b><u>MIN</u></b>	<b><u>MID</u></b>	<b><u>MAX</u></b>	<b><u>Job Code</u></b>	<b><u>Job Title</u></b>
<b>15</b>	<b>\$54,500</b>	<b>\$65,500</b>	<b>\$76,500</b>		
	<b>\$26.202</b>	<b>\$31.490</b>	<b>\$36.779</b>		
				PR3163	GIS Analyst
				PR2010	Accountant
				PR2139	Accountant-Rideshare
				PR2078	Benefits Administrator
				PR2015	Bus Operations Training Spec
				PR2098	Bus Ops Training Asst Admin
				PR2138	Civil Rights Specialist
				PR2062	Claims Adjuster
				PR2087	Commuter Rail Ops Trainer
				SU2043	Commuter Rail System Supv
				PR3030	Compensation Analyst I
				SU2063	Coordinated Mobility Spec
				PR2080	Coordinated Mobility Specialis
				PR2135	Corporate Training Specialist
				CL3041	CR Operations Scheduler
				CS1005	Cust Svc Technical Specialist
				SU1003	Customer Service Supervisor
				PR2133	Customer Service Training Spec
				CL3048	Enterprise Strat Office Admin
				PR1046	Env Stewardship Sust Spec I
				SP3006	Estimator
				CL3040	External Affairs Office Admin
				PR2051	Facilities Technician
				TL2051	Field Service Technician II
				CL3051	Finance Office Administrator
				SP3011	Flextrans Radio Control Coord
				PR2095	Graphic Art Specialist
				CL3016	Maintenance Control Analyst
				TL2033	Network Specialist
				CL3035	Office Admin- Ops,Cap,Assets
				CL3046	Office Administrator
				CL3055	Operating Office Administrator
				CL3017	Operations Dispatch Lead
				PR2028	Operations Planner
				CL3054	Operations Scheduler
				PR2054	Paralegal
				SP2023	Paratransit Eligibility Spec
				SU2040	Parts & Inventory Supervisor
				CL3034	People Office Administrator
				CL3049	Planning and Engmt OfficeAdmin
				PR2114	Planning Researcher I
				PR2105	Proj Development Planner II
				TL2036	Radio Comms Engr Tech I
				PR2100	Rail Service-Ops Planner

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure**

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR1040	Rideshare Product Rep
				PR2102	Special Svcs Planner
				SP3013	Sr Transit Comms Dispatcher
				SU1022	System Monitoring Administrator
				TL1009	Systems Support Analyst I
				TL2050	Telecommunications Specialist
				SP3016	Transit Communications Trainer
				SP3007	Transit Police Officer II
				SU2068	Warehouse & Prod Ctrl Supv
<b>14</b>	<b>\$50,500</b>	<b>\$58,000</b>	<b>\$65,500</b>		
	<b>\$24.279</b>	<b>\$27.885</b>	<b>\$31.490</b>		
				PR1023	Assistant Service Planner
				CL3050	Board Administrator
				PR2094	Bus Stop Administrator
				TL2040	Coord Mobility Tech Specialist
				PR1042	Fare Revenue Specialist
				TL1011	Field Service Technician I
				CL3047	HR Specialist
				PR2116	IT Apps & Tech Support Analyst
				CS2006	Lead Scheduling Specialist
				CL3005	Materials/Inv Control Analyst
				CL3014	NRV Fleet Maintenance Spec
				CL3056	Public Hearing Liaison
				SU1027	Public Safety Records Supv
				PR1045	Social Media Strategist
				CL3038	Sr Office Spec- Asset Mgt
				CL3025	Sr Office Spec- Asst to PS Mgr
				CL3032	Sr Office Spec- Capital Proj
				CL3033	Sr Office Spec- Commuter Rail
				CL3030	Sr Office Spec- Ext Affairs
				CL3039	Sr Office Spec- IT
				CL3027	Sr Office Spec- Light Rail
				CL3029	Sr Office Spec- LR Veh Maint
				CL3028	Sr Office Spec- Maint of Way
				CL3019	Sr Office Spec- Mt Ogden BU
				CL3026	Sr Office Spec- Supply Chain
				CL3023	Sr Office Spec- Timpanogos BU
				CL3008	Sr Office Specialist
				CL3018	Sr Office Specialist- Finance
				CL3021	Sr Office Specialist- SLBU
				CL3022	Sr Office Specialist- SSvc BU
				CL3053	Sr Office Specialist- Training
				PR1015	Strategic Planner I
				TL2053	Technology Support Analyst II
				TL2032	Technology Support Specialist
				CL2090	Training Support Specialist

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

2023 UTA Administration Compensation Structure

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SP2020	Transit Comms Dispatcher
				SP2012	Transit Police Officer I
				CL3007	Vanpool Maintenance Specialist
				TL2045	Video Security Technician
				CL3004	Warranty Claims Specialist

<b>13</b>	<b>\$45,000</b>	<b>\$51,500</b>	<b>\$58,500</b>		
	<b>\$21.635</b>	<b>\$24.760</b>	<b>\$28.125</b>		

				PR1024	Assistant Operations Planner
				CL2070	Commuter Rail Office Spec
				CL2100	Coord Mobility Grants Spec
				CS2010	Customer Svc Lead Specialist
				CL2098	Customer Svc Office Specialist
				CL2097	Expeditor- Jr Buyer
				CL2012	Facilities Office Specialist
				SP1005	Farebox Revenue Processor
				CL2073	HR Office Specialist
				CL2085	Maint Support Office Spec
				CL2086	Maintenance Office Specialist
				CL2018	Mobility Center Office Spec
				CL2078	Office Specialist
				CL2087	Office Specialist-SSvc BU
				CL3036	Production Control Spec- LR
				CL3003	Production Control Specialist
				PR1035	Proj Development Planner I
				CL2084	Public Safety Ofc Specialist
				CL2079	Rail Office Specialist
				CL2026	Real Estate Office Specialist
				CL2104	Records Specialist
				PR1031	Recovery Adjuster
				SU3040	Revenue Collection Supervisor
				CS3001	Special Svc Cust Care Admin
				CS2013	Sr Customer Focus Specialist
				CL3057	Sr Office Specialist- Vanpool
				CL3052	SrAccounts Payable Coordinator
				CL2101	SS Cust Care&Sched Office Spec
				TL1012	Technology Support Analyst I
				SP2021	Transit Comms Dispatch-Trainee
				SP2022	Transit Police Officer Trainee
				SP2016	Travel Trainer
				CL2089	Vanpool Maint Ofc Specialist
				SP3012	Warehouse Specialist

<b>12</b>	<b>\$40,000</b>	<b>\$46,000</b>	<b>\$52,000</b>		
	<b>\$19.231</b>	<b>\$22.115</b>	<b>\$25.000</b>		

CL2050	Accounts Payable Coordinator
CL2103	Capital Asset Specialist
CS2016	Incident Communications Spec

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

**2023 UTA Administration Compensation Structure**

1/19/2023

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CS2008	Paratransit Scheduling Splist
				CL1009	People Office Assistant
				CS1012	Quality Assurance Analyst
				CL2096	Rideshare Customer Accts Spec
				SP1020	System Monitor Data Specialist
				CL3011	Vanpool Support Specialist
<b>11</b>	<b>\$35,000</b>	<b>\$40,500</b>	<b>\$45,500</b>		
	<b>\$16.827</b>	<b>\$19.471</b>	<b>\$21.875</b>		
				CL1011	Claims Clerk
				CS2009	Customer Focus Specialist
				CS2003	Customer Relations Specialist
				SP1017	Fare Inspection Officer
				SP1022	Farebox Revenue Receiver
				CL1020	Government Relations Assistant
				CS1008	Items Recovery Specialist
				CL1012	Office Clerk
				SP1012	Security Guard
				CS1010	Sr Contact Center Agent
				SP1016	System Monitor
				SP1013	Train Host

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
25	\$195,000	\$244,000	\$292,500		
	\$93.750	\$117.308	\$140.625		
				EX2009	Executive Director
24	\$169,500	\$212,000	\$254,500		
	\$81.490	\$101.923	\$122.356		
				EX1009	Chief Communications Officer
				EX1041	Chief Enterprise Strategy Ofc
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1042	Chief Planning & Engmt Ofc
				EX1039	Chief Service Development Ofc
23	\$147,500	\$184,500	\$221,500		
	\$70.913	\$88.702	\$106.490		
				MG4926	Acting Light Rail General Mgr
				MG4915	Acting Regional GM Mt Ogden BU
				MG4025	Commuter Rail General Manager
				MG2167	Director Capital Development
				MG2129	IT Director
				MG4026	Light Rail General Manager
				MG4015	Regional GM Mt. Ogden BU
				MG4022	Regional GM Salt Lake BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
22	\$128,000	\$160,000	\$192,000		
	\$61.538	\$76.923	\$92.308		
				MG2033	Chf of Police - Pub Safety Mgr
				MG3105	Dir Budget & Financial Strat
				MG2165	Dir of Capital Construction
				MG2111	Director of Board Governance
				MG2164	Director of Maint Support
				MG2163	Director of Supply Chain
				MG2108	Government Relations Director
				MG2158	Information Security Manager
21	\$111,000	\$139,000	\$166,500		
	\$53.365	\$66.827	\$80.048		
				MG2910	Acting Planning Director
				MG2113	Communications Director
				MG2176	Community Engagement Director
				MG2068	Comptroller
				MG2177	Dir Capital Assets&Proj Ctrl
				MG2140	Dir Innovat Mobility Solutions
				MG2181	Director Business Analysis
				MG3104	Director Internal Audit
				MG2166	Director of Fleet Engineering
				MG2110	Director of Planning

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2155	Director of Real Estate & TOD
				MG3102	Director Talent Acquisition
				MG2160	Director Talent Development
				MG2134	Director Total Rewards
				MG2153	Director, Safety & Security
				MG2159	Enterprise Applications Mgr
				TL3023	Enterprise Tech Architect
				MG2009	Facilities Maintenance Manager
				MG2145	Fares Director
				MG2180	Grants Director
				MG2185	IT Manager of App Development
				MG2175	IT Mgr Comms and Deployment
				MG2116	IT Network Support Mgr
				TL3020	JDE ERP Sr Developer
				MG2061	Manager, Systems Engineering
				MG2100	Mgr of IT Quality Assurance
				MG2038	Mgr Rail Technical Svcs & QA
				MG2031	Special Projects Manager
				TL3018	Sr Database Administrator
				MG2123	Sr Mgr Ops Analysis &Solutions
				MG2074	Sr Program Mgr, EngProject Dev
<b>20</b>	<b>\$97,000</b>	<b>\$121,000</b>	<b>\$145,500</b>		
	<b>\$46.635</b>	<b>\$58.173</b>	<b>\$69.952</b>		
				MG2909	Act Mgr Light Rail Operations
				SU3046	Acting IT Supervisor PMO
				MG2300	Acting Manager Human Resources
				MG1915	Acting Mgr LongRange StratPlan
				MG4929	Acting Mgr of Service Delivery
				SU3027	Application Development Supv
				SU3026	Application Support Supv
				MG1031	Assistant Comptroller
				PR3182	Assistant Treasurer
				TL3021	B.I. Architect-Programmer
				SU3020	Captain
				MG2030	Claims & Insurance Manager
				MG2125	Comms & Deployment Mgr
				PR3181	Compensation Program Manager
				MG2091	Coordinated Mobility Manager
				MG2178	Digital Marketing Manager
				SU3045	IT Supervisor Server & Storage
				SU3044	Labor Relations Officer
				MG2054	Manager of Right of Way Assets
				MG2045	Manager of Service Delivery
				MG2149	Mgr Business Development-Sales
				MG1061	Mgr Business Systems Solutions
				MG2171	Mgr Civil Engineering & Design

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2146	Mgr Commuter Rail Operations
				MG1057	Mgr Customer Experience
				MG2168	Mgr Environmental & Grant Svcs
				MG2109	Mgr Light Rail Operations
				MG1015	Mgr Long Range Strategic Plann
				MG2035	Mgr of Civil Rights Compliance
				MG2016	Mgr Property Administration
				MG2093	Mgr Rail Plan/Perf, Proj Deliv
				MG2172	Mgr Special Svcs Ops Support
				SU3013	Network Comm/Infra Supervisor
				PR3151	People Office Strat Analyst
				MG1060	Program Mgr Innov Mobility Sol
				MG2142	Project Manager III
				SU3008	Radio Communications Supv
				MG2107	Records Manager
				MG2991	Special Project Mgr -Fares
				MG2992	Special Project Mgr -Fleet
				PR3083	Sr Dev Program Engineer
				PR3179	Sr Financial Modeling Analyst
				TL3013	Sr Information Security Admin
				MG2179	Strategic Comms & Content Mgr
				TL3005	Systems Engineer
<b>19</b>	<b>\$87,500</b>	<b>\$105,000</b>	<b>\$122,500</b>		
	<b>\$42.067</b>	<b>\$50.481</b>	<b>\$58.894</b>		
				MG2157	Acting Mgr Vehicle Perf & Maint
				SU2039	Benefits Supervisor
				TL2052	Business Project Manager
				SU3042	Capital Asset Controls Supv
				PR3149	Civil Engineer III
				PR3184	Enterprise Risk Management Adm
				PR3189	Env Stewardship Sust Spec III
				TL2042	ERP Tech Sys Admin-Accounting
				TL3025	ERP Tech Sys Admin-Cap Assets
				TL2047	ERP Tech Sys Admin-Developer
				SU2052	ERP Tech Sys Admin-SupplyChain
				PR3013	Facilities Engineer
				PR3077	Facilities Utilities Proj Admn
				SU3035	Fares Supervisor
				SU3019	Fleet Engineering Admin
				SU3036	Fleet Engineering Supervisor
				PR3142	HR Business Partner
				SU3006	HRIS/Technology System Admin
				TL2049	IT Project Manager
				PR3164	Labr Relations BusinessPartner
				SU3031	Leadership Development Admin
				SU2030	Lieutenant

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL2044	Maintenance Systems ERP Admin
				MG1958	Manager Capital Asset Controls
				MG1008	Manager of Customer Service
				MG2084	Manager of Operations Planning
				MG1959	Manager State of Good Repair
				MG2013	Mgr Light Rail Vehicle Maint
				MG2094	Mgr of CR Vehicle Maintenance
				MG2169	Mgr Project Research and Dev
				MG1059	Mgr Qual and Const Oversight
				MG2136	Mgr Rail Systems Assets
				MG2083	Mgr Service Planning
				MG2115	Mgr Ticket Vend Machine Assets
				MG2041	Mgr Training and Development
				MG2071	Mgr Transit Communications Ctr
				MG2105	Mgr Vehicle Perf & Maintenance
				PR3091	NEPA Project Administrator
				TL3016	Network Administrator III
				MG2090	Procurement Manager
				TL3012	Programmer Analyst III
				MG2141	Project Manager II
				TL3026	Radio Systems Engineer I
				MG2170	Rail Infrastructure Prjct Mgr
				PR3119	Senior BI Systems Analyst
				PR3176	Senior Capital Budget Analyst
				TL2046	SharePoint Admin-Developer
				MG1038	Special Svc Program Mgr
				PR3136	Sr BusinessProc Analytics Spec
				PR3035	Sr Media Relations Specialist
				PR3130	Sr Org Development Consultant
				PR2111	Sr TAcq Full Cycle Recruiter
				PR3187	Sr. Business Systems Admin
<b>18</b>	<b>\$77,500</b>	<b>\$93,000</b>	<b>\$108,500</b>		
	<b>\$37.260</b>	<b>\$44.712</b>	<b>\$52.163</b>		
				MG1052	Asst Mgr CR Vehicle Maint
				MG1048	Asst Mgr Light Rail Veh Maint
				MG1041	Asst Mgr of Rail Operations
				MG1014	Asst Mgr of Service Delivery
				MG1050	Asst Mgr of Svc Delivery (SS)
				MG1053	Asst Mgr Rail Infra Assets
				MG1054	Asst Mgr Rail System Assets-CR
				MG1055	Asst Mgr Rail System Assets-LR
				MG1956	Asst Mgr Rail Systems Maint
				PR3125	BI Data Visualization Analyst
				MG1042	Board Manager
				SU3034	Bus Communications Supv
				SU2015	Bus Vehicle Maint Supv

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU3024	Business&Quality Analyst Supv
				PR2110	Civil Engineer II
				SU2031	Commuter Rail Veh/Maint Supv
				SU3039	Corporate Training Admin
				PR2069	Emergency Mgmt Program Mgr
				TL3006	Fleet Engineer
				SU2064	Fleet Maintenance Supervisor
				PR3139	GIS-Asset Administrator
				TL2048	Information Security Analyst
				SU3021	Light Rail-MOW Training Admin
				SU2046	LRV Maint Supv-BusinessSolSpec
				SU2047	LRV Maint Supv-QAQC Specialist
				SU2044	LRV Maint Supv-Team Mentor
				SU2048	LRV Maint Supv-TeamCoordinator
				SU2049	LRV Maint Supv-Training Admin
				SU2050	LRV Maint Supv-Training Spec
				SU3037	Maint Apprentice Training Admn
				SU3002	Maintenance Of Way Supervisor
				MG1045	Manager of Security
				MG2075	Mgr, Project Dev/Systems Plan
				SU3047	MOW Training Admin
				SU2066	Operations Planning Supervisor
				SU3043	Payroll Supervisor
				TL2012	Programmer Analyst II
				PR3141	Proj Development Planner III
				PR3053	Project Control Specialist
				MG1035	Project Manager I
				TL2038	Radio Comms Engr Tech III
				SU3001	Rail Maintenance Supervisor
				PR2137	Retirement Liaison
				PR3158	Senior Fare Revenue Analyst
				SU2035	Sergeant
				SU2060	Service Planning Supervisor
				PR3157	Sr Benefits Administrator
				PR3173	Sr Business Development Rep
				PR3104	Sr Business Process Developer
				PR3183	Sr Comms & Mktg Strategist
				PR3137	Sr Financial Analyst
				PR3138	Sr Government Relations Spec
				PR3126	Sr Internal Auditor
				PR2108	Sr Property Administrator
				PR3147	Sr Strategic Sourcing Spec
				TL3009	Sr Telecommunications Spec
				PR3128	SrContinuousImprove Consultant
				PR3012	Strategic Planner III
				TL2028	Systems Support Analyst III

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU2038	Technical Support Supervisor
				MG2085	TOD Project Manager
				PR3089	Transit Asset Administrator
				PR2070	Video Security Admin
				MG1044	Warehouse & Inventory Ops Mgr
<b>17</b>	<b>\$69,000</b>	<b>\$83,000</b>	<b>\$96,500</b>		
	<b>\$33.173</b>	<b>\$39.904</b>	<b>\$46.394</b>		
				SU2019	Accounting Supervisor
				SU3005	Bus Ops Training Admin/Supv
				PR3062	Business and Quality Analyst
				PR2127	Career Development Coach
				SU2034	Cash Office Supervisor
				PR3134	Civil Rts Comp Ofc (TVI-DBE)
				PR3024	Civil Rts Compliance Ofc (ADA)
				PR3018	Claims Administrator
				PR2029	Communications Specialist
				SU2042	Commuter Rail OpsPersonnelSupv
				SP3020	Commuter Rail Train Dispatcher
				PR3014	Contract Buyer
				SU2062	Coord Mobility Grant Admin
				PR3120	Corp Instructional Designer
				PR3186	CR Instructional Designer
				SU2059	CR Veh Maint Training Leader
				PR3180	Customer Experience Planner II
				TL2014	Digital Media Specialist
				SU2010	Downtown Operations Supervisor
				PR2143	Env Stewardship Sust Spec II
				PR3175	Enviro Compliance & NEPA Admin
				PR3001	Environmental Compliance Admin
				SU2018	Facilities Maint Supv
				PR2123	Fare Operations Analyst
				PR2122	Fare Revenue Analyst
				SU2032	Farebox Service Supervisor
				TL3030	Field Service Technician Lead
				PR3178	Fin Rep & Monitoring Analyst
				TL2006	Fleet Engineering Technician
				TL2039	Fleet Maintenance Tech-Analyst
				PR2132	Fleet Vehicle Administrator
				PR2118	Fleet Vehicle Maint Admin- Bus
				PR3026	Grants Development Admin
				PR3185	Grants Project Controls Admin
				PR3156	Instructional Designer
				TL2054	IT Software Tester
				PR3169	Leadership Dev Training Spec
				SU2011	Light Rail Operations Supv
				PR2130	LMS Technical Coordinator

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3132	LR-MOW Instructional Designer
				SU2014	LRV Maint Supervisor
				SU2051	LRV Maint Supv-BodyFabrication
				SU2053	LRV Maint Supv-PartsToolsEquip
				SU3004	Maint Training Administrator
				PR3032	Maint Training Specialist
				SU2009	Operations Supervisor
				PR3127	Opsn Systems Admin-Specialist
				PR2115	Planning Researcher II
				PR3171	Prjct Rsrch & Dev Sys Analyst
				PR3146	Procurement & Contracts Spec
				PR2121	PTC Administrator
				PR3036	Public Relations Specialist
				TL2037	Radio Comms Engr Tech II
				PR3088	Rail Maint Training Specialist
				PR2060	Rail Opsn Training Leader
				SU2041	Rail Opsn Training Leader
				PR3170	Rdwy Worker Protection PrgmMgr
				PR2097	Records Officer and Specialist
				PR3118	Researcher- Innov Mobility Sol
				PR3143	RR Regulatory Compliance Spec
				PR3108	Safety Admin - Transit System
				PR3159	Safety Administrator
				PR3070	Safety Administrator-Const
				SU2056	Senior Accountant
				PR3172	Sr Accountant-CIP Grants
				PR3121	Sr Buyer
				PR3103	Sr Planning Researcher
				PR3148	Sr Procurement &Contracts Spec
				PR2090	Sr Sales Representative
				PR3049	Sr Service Planner
				PR3090	Sr Social Media Specialist
				PR3166	Sr Social Media Strategist
				PR2084	SS Delivery Systems Admin
				PR2103	Technical Business Analyst
				SU2023	Technical Services Supervisor
				SU2065	Technology Support Supervisor
				PR2086	TOC Project Specialist II
				PR3174	Total Rewards Program Admin
				SU2037	Transit Communications Supv
				SP3009	Transit Police Officer IV
				PR2134	Vanpool Data & Security Admin
				SU3012	Vanpool Fleet Maint Supervisor
				PR3111	Vehicle Procure/Comm Admin-Bus
<b>16</b>	<b>\$61,500</b>	<b>\$73,500</b>	<b>\$86,000</b>		
	<b>\$29.567</b>	<b>\$35.337</b>	<b>\$41.346</b>		

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR2131	Accountant-Capital Assets
				SU1007	ADA Evaluation Office Admin
				PR2129	Business Strategy Specialist
				PR2009	Buyer
				PR2117	CI Specialist- Supply Chain
				PR2077	Civil Engineer
				PR2128	Community Engagement Spec
				PR2030	Community Relations Spec
				PR1041	Construction Inspector I
				PR2088	Continuous Improve Specialist
				PR2136	Coord Mob Grants Compl Ofc
				PR2106	Customer Experience Planner
				CL3037	Exec Asst to Exec Director
				CL3044	Executive Asst to Board
				CL3042	Executive Asst to Board Chair
				TL3027	Field Service Technician III
				PR3022	Internet Marketing Specialist
				PR2126	IT Management Analyst
				SU2054	Light Rail Controller Supv
				SU2055	LR Ops- Training Supv
				SU2058	Maintenance Analyst-Supervisor
				TL2008	Network Administrator II
				SU2067	Paratransit Radio Control Supv
				SU1008	Pass Facilities Road Crew Supv
				PR2125	Payroll Analyst
				PR3168	PR & Marketing Strategist
				TL2017	Programmer Analyst I
				PR2082	Property Administrator I
				PR2083	Property Administrator II
				PR2113	Rail Quality Assurance Admin
				PR3043	Rail Service Project Admin
				PR2036	Rail Service/Ops Sr Planner
				TL2034	Revenue Equipment Maint Tech
				PR2120	Sales Representative
				PR2027	Service Planner
				SU1016	Special Svc Scheduling Supv
				PR3114	Special Svcs Sr Planner
				PR3050	Sr Operations Planner
				PR3145	Strategic Culture Partner
				PR2008	Strategic Planner II
				TL2027	Systems Support Analyst II
				PR2093	Talent Acq FullCycle Recruiter
				TL3031	Technology Support Analyst III
				PR2140	TOC Project Specialist I
				SP3008	Transit Police Officer III
				PR3028	Workers Compensation Admin

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
<b>15</b>	<b>\$54,500</b>	<b>\$65,500</b>	<b>\$76,500</b>		
	<b>\$26.202</b>	<b>\$31.490</b>	<b>\$36.779</b>		
				PR3163	GIS Analyst
				PR2010	Accountant
				PR2139	Accountant-Rideshare
				PR2078	Benefits Administrator
				PR2015	Bus Operations Training Spec
				PR2098	Bus Ops Training Asst Admin
				PR2138	Civil Rights Specialist
				PR2062	Claims Adjuster
				PR2087	Commuter Rail Ops Trainer
				SU2043	Commuter Rail System Supv
				PR3030	Compensation Analyst I
				SU2063	Coordinated Mobility Spec
				PR2080	Coordinated Mobility Specialis
				PR2135	Corporate Training Specialist
				CL3041	CR Operations Scheduler
				CS1005	Cust Svc Technical Specialist
				SU1003	Customer Service Supervisor
				PR2133	Customer Service Training Spec
				CL3048	Enterprise Strat Office Admin
				PR1046	Env Stewardship Sust Spec I
				SP3006	Estimator
				CL3040	External Affairs Office Admin
				PR2051	Facilities Technician
				TL2051	Field Service Technician II
				CL3051	Finance Office Administrator
				SP3011	Flextrans Radio Control Coord
				PR2095	Graphic Art Specialist
				CL3016	Maintenance Control Analyst
				TL2033	Network Specialist
				CL3035	Office Admin- Ops,Cap,Assets
				CL3046	Office Administrator
				CL3055	Operating Office Administrator
				CL3017	Operations Dispatch Lead
				PR2028	Operations Planner
				CL3054	Operations Scheduler
				PR2054	Paralegal
				SP2023	Paratransit Eligibility Spec
				SU2040	Parts & Inventory Supervisor
				CL3034	People Office Administrator
				CL3049	Planning and Engmt OfficeAdmin
				PR2114	Planning Researcher I
				PR2105	Proj Development Planner II
				TL2036	Radio Comms Engr Tech I
				PR2100	Rail Service-Ops Planner

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR1040	Rideshare Product Rep
				PR2102	Special Svcs Planner
				SP3013	Sr Transit Comms Dispatcher
				SU1022	System Monitoring Administrator
				TL1009	Systems Support Analyst I
				TL2050	Telecommunications Specialist
				SP3016	Transit Communications Trainer
				SP3007	Transit Police Officer II
				SU2068	Warehouse & Prod Ctrl Supv
<b>14</b>	<b>\$50,500</b>	<b>\$58,000</b>	<b>\$65,500</b>		
	<b>\$24.279</b>	<b>\$27.885</b>	<b>\$31.490</b>		
				PR1023	Assistant Service Planner
				CL3050	Board Administrator
				PR2094	Bus Stop Administrator
				TL2040	Coord Mobility Tech Specialist
				PR1042	Fare Revenue Specialist
				TL1011	Field Service Technician I
				CL3047	HR Specialist
				PR2116	IT Apps & Tech Support Analyst
				CS2006	Lead Scheduling Specialist
				CL3005	Materials/Inv Control Analyst
				CL3014	NRV Fleet Maintenance Spec
				CL3056	Public Hearing Liaison
				SU1027	Public Safety Records Supv
				PR1045	Social Media Strategist
				CL3038	Sr Office Spec- Asset Mgt
				CL3025	Sr Office Spec- Asst to PS Mgr
				CL3032	Sr Office Spec- Capital Proj
				CL3033	Sr Office Spec- Commuter Rail
				CL3030	Sr Office Spec- Ext Affairs
				CL3039	Sr Office Spec- IT
				CL3027	Sr Office Spec- Light Rail
				CL3029	Sr Office Spec- LR Veh Maint
				CL3028	Sr Office Spec- Maint of Way
				CL3019	Sr Office Spec- Mt Ogden BU
				CL3026	Sr Office Spec- Supply Chain
				CL3023	Sr Office Spec- Timpanogos BU
				CL3008	Sr Office Specialist
				CL3018	Sr Office Specialist- Finance
				CL3021	Sr Office Specialist- SLBU
				CL3022	Sr Office Specialist- SSvc BU
				CL3053	Sr Office Specialist- Training
				PR1015	Strategic Planner I
				TL2053	Technology Support Analyst II
				TL2032	Technology Support Specialist
				CL2090	Training Support Specialist

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SP2020	Transit Comms Dispatcher
				SP2012	Transit Police Officer I
				CL3007	Vanpool Maintenance Specialist
				TL2045	Video Security Technician
				CL3004	Warranty Claims Specialist
<b>13</b>	<b>\$45,000</b>	<b>\$51,500</b>	<b>\$58,500</b>		
				\$21.635	\$24.760
				PR1024	Assistant Operations Planner
				CL2070	Commuter Rail Office Spec
				CL2100	Coord Mobility Grants Spec
				CS2010	Customer Svc Lead Specialist
				CL2098	Customer Svc Office Specialist
				CL2097	Expeditor- Jr Buyer
				CL2012	Facilities Office Specialist
				SP1005	Farebox Revenue Processor
				CL2073	HR Office Specialist
				CL2085	Maint Support Office Spec
				CL2086	Maintenance Office Specialist
				CL2018	Mobility Center Office Spec
				CL2078	Office Specialist
				CL2087	Office Specialist-SSvc BU
				CL3036	Production Control Spec- LR
				CL3003	Production Control Specialist
				PR1035	Proj Development Planner I
				CL2084	Public Safety Ofc Specialist
				CL2079	Rail Office Specialist
				CL2026	Real Estate Office Specialist
				CL2104	Records Specialist
				PR1031	Recovery Adjuster
				SU3040	Revenue Collection Supervisor
				CS3001	Special Svc Cust Care Admin
				CS2013	Sr Customer Focus Specialist
				CL3057	Sr Office Specialist- Vanpool
				CL3052	SrAccounts Payable Coordinator
				CL2101	SS Cust Care&Sched Office Spec
				TL1012	Technology Support Analyst I
				SP2021	Transit Comms Dispatch-Trainee
				SP2022	Transit Police Officer Trainee
				SP2016	Travel Trainer
				CL2089	Vanpool Maint Ofc Specialist
				SP3012	Warehouse Specialist
<b>12</b>	<b>\$40,000</b>	<b>\$46,000</b>	<b>\$52,000</b>		
				\$19.231	\$22.115
				CL2050	Accounts Payable Coordinator
				CL2103	Capital Asset Specialist
				CS2016	Incident Communications Spec

\*Job Placement is subject to change based on new/additional market data or significant changes to the job

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CS2008	Paratransit Scheduling Splist
				CL1009	People Office Assistant
				CS1012	Quality Assurance Analyst
				CL2096	Rideshare Customer Accts Spec
				SP1020	System Monitor Data Specialist
				CL3011	Vanpool Support Specialist
<b>11</b>	<b>\$35,000</b>	<b>\$40,500</b>	<b>\$45,500</b>		
	<b>\$16.827</b>	<b>\$19.471</b>	<b>\$21.875</b>		
				CL1011	Claims Clerk
				CS2009	Customer Focus Specialist
				CS2003	Customer Relations Specialist
				SP1017	Fare Inspection Officer
				SP1022	Farebox Revenue Receiver
				CL1020	Government Relations Assistant
				CS1008	Items Recovery Specialist
				CL1012	Office Clerk
				SP1012	Security Guard
				CS1010	Sr Contact Center Agent
				SP1016	System Monitor
				SP1013	Train Host



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

---

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

**TITLE:**

---

**Contract: Fuel Card Program (U.S. Bank)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Authorize the Executive Director to execute a contract and associated disbursements with U.S. Bank for Fuel Card services with a five-year term in the amount of \$6,694,000.

---

**BACKGROUND:**

In 2018 Utah Transit Authority discontinued the use of State of Utah Fuel cards. This is the second 5-year contract for administering fuel cards in house.

---

**DISCUSSION:**

This card program will provide Utah Transit Authority a rebate on fuel purchased with these cards. The fuel card program removes federal and state taxes for governments for the Vanpool, Microtransit, and Police fuel purchases for revenue and non-revenue vehicles at UTA.

Total estimated spend for Gas and/or CNG Fuel under this program is \$6,694,000 over the five (5) year term of the contract.

Controls on cards: Each Business unit will be responsible for oversite of their cards. Accounts Payable will review invoices and payments. The Comptroller will review controls put in place. The following is a breakdown of estimated usage by year. The cost per gallon is also estimated.

Year	Vanpool		Microtransit		Police			Cost/Gallon
	Gallons	\$	Gallons	\$	Gallons	\$		
2023	259,088	907,000	104,348	366,000	1,313	5,000	3.50	
2024	272,042	817,000	117,391	353,000	1,378	5,000	3.00	
2025	285,644	885,000	130,435	405,000	1,447	5,000	3.10	
2026	299,926	960,000	134,783	432,000	1,519	5,000	3.20	
2027	314,922	1,040,000	152,174	503,000	1,595	6,000	3.30	
	<b>1,431,622</b>	<b>4,609,000</b>	<b>639,131</b>	<b>2,059,000</b>	<b>7,252</b>	<b>26,000</b>		
						<b>6,694,000</b>		

## CONTRACT SUMMARY:

<b>Contractor Name:</b>	U.S. Bank
<b>Contract Number:</b>	22-03641BCM
<b>Base Contract Effective Dates:</b>	02/08/2023 - 02/08/2028
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$6,694,000
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	2023 Operating Budget and 5-Year Financial Plan

## ALTERNATIVES:

This vendor was selected after solicitation, review and scoring and offers the best value to UTA. One alternative would be to require fueling at UTA facilities only. This would create inefficiencies as many of the vehicles using the fuel card program are out in the system and not always near a UTA fueling facility.

## FISCAL IMPACT:

This will provide Utah Transit Authority with an efficient option to fueling in the field and will provide a fuel rebate based on the cost of fuel purchased.

The rebate to UTA is predicated on the number of days it takes UTA to process an invoice and can range from 0 to 0.2 percent. Based on an estimated average time to pay of about 14 days, and 2023 fuel purchases of \$1.2 million, UTA estimates the rebate would be \$17,000 for 2023 and \$87,000 over the five-year contract.

## ATTACHMENTS:

Contract



CONFIDENTIAL

**Contract 22-03641BCM between UTA and U.S. Bank National Association**  
**VOYAGER FLEET PROGRAM AGREEMENT**

This Voyager Fleet Program Agreement ("Agreement") is between U.S. Bank National Association ("U.S. Bank") and Utah Transit Authority a Utah organization ("Customer"). This Agreement is effective upon signing by U.S. Bank ("Effective Date")

**Recitals**

- A. U.S. Bank offers (i) commercial charge cards and accounts in the United States collectively referred to as the "Program"; and
- B. Customer desires to utilize the Program.

Now, therefore, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and U.S. Bank agree to the following:

**1. Term; Commencement Date; Rebate Period.**

Term	Commencement Date	Rebate Period
Five Years	First day of first month following Effective Date, or if the Effective Date is on the first day of the month, beginning on that day	Each 3-month period, with the first period beginning with the Commencement date

**2. Rebate.**

2.1 **Conditions.** To be eligible for and to retain a rebate, Customer must: (i) satisfy all requirements in Table A; (ii) complete the Rebate Period in which a rebate is earned; (iii) not be subject to an uncured Customer Default at the time the rebate payment is due, and (iv) in the reasonable determination of U.S. Bank, based primarily upon Customer's recent Account spend patterns, have a projected expectation of meeting the volume requirement in Table A for the next Rebate Period. If Customer fails to satisfy the requirements of this section at the time of the scheduled rebate payment, U.S. Bank will not be required to pay Customer such rebate payment. If Customer's final net rebate is a negative amount, Customer shall reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to Customer.

2.2 **Rebate Calculation.** If Customer satisfies all the applicable Table A requirements for the applicable Rebate Period, U.S. Bank will calculate a rebate for the same Rebate Period as follows.

- (a) U.S. Bank will multiply the sum of Customer's Combined Standard Charge Volume and Combined Discount Charge Volume by the percentage on Table B (Payment Performance Percentage) corresponding to File Turn Days Payment Performance achieved by Customer.
- (b) U.S. Bank will multiply the Customer's Combined Standard Charge Volume by the percentage on Table C (Standard Volume Percentage) corresponding to the Combined Standard Charge Volume achieved by Customer.
- (c) U.S. Bank will multiply each category of the Customer's Combined Discount Charge Volume by the applicable percentage for such category in Table D (Discount Volume Percentage).
- (d) U.S. Bank will add the values arrived at in sections 2.2 (a) - (c) above.
- (e) U.S. Bank will apply Charge-off Adjustments to the value arrived at in 2.2(d) to arrive at Customer's net rebate.

For the avoidance of doubt, section 2.2(e) is only a component in the calculation of Customer's rebate for a particular Rebate Period. It does not constitute the payment,

CONFIDENTIAL

Utah Transit Authority – Fleet Agreement

Page 1 of 19

R 9.2022

forgiveness or netting of any Charge-offs or any other amounts due to U.S. Bank against amounts due to Customer.

**23. Payment.** U.S. Bank will pay Customer's net rebate within 90 days after the completion of the applicable Rebate Period. U.S. Bank will pay Customer's final net rebate within 90 days after Customer satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Customer rebate payments less than \$3,500.00. U.S. Bank will not carry forward any rebate payment less than \$3,500.00.

**3. Rebate Tables.**

Table A - Requirements	
<b>File Turn Day Payment Performance</b>	Less than or equal to 40
<b>Combined Standard Charge Volume plus Combined Discount Charge Volume</b>	Greater than or equal to \$125,000.00

Table B - Payment Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
40	0.0000%	24	0.0800%	8	0.1600%
39	0.0050%	23	0.0850%	7	0.1650%
38	0.0100%	22	0.0900%	6	0.1700%
37	0.0150%	21	0.0950%	5	0.1750%
36	0.0200%	20	0.1000%	4	0.1800%
35	0.0250%	19	0.1050%	3	0.1850%
34	0.0300%	18	0.1100%	2	0.1900%
33	0.0350%	17	0.1150%	1	0.1950%
32	0.0400%	16	0.1200%	0	0.2000%
31	0.0450%	15	0.1250%		
30	0.0500%	14	0.1300%		
29	0.0550%	13	0.1350%		
28	0.0600%	12	0.1400%		
27	0.0650%	11	0.1450%		
26	0.0700%	10	0.1500%		
25	0.0750%	9	0.1550%		

Table C – Standard Volume Percentage	
Combined Standard Charge Volume	Percentage
\$125,000.00	1.1000%
\$250,000.00	1.2000%
\$500,000.00	1.2500%
\$750,000.00	1.3000%

Table D – Discount Volume Percentage
--------------------------------------

Percentage	0.5000%
------------	---------

**4. Rebate Payment Registration.** Customer must register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Customer has registered for ACH. If Customer fails to register for ACH by the date upon which a rebate is due, Customer forfeits payment of such rebate. Customer designates the following person to register Customer for ACH:

Rebate Payment Registration	
a) Authorized Person's Name	Troy Bingham (Comptroller)
b) Authorized Person's Email Address	tbingham@rideuta.com

**5. Interchange Rate.** U.S. Bank may modify the rebate calculations or values set forth in sections 2 and 3, if existing interchange rates or programs are modified or new interchange rates or programs are developed.

**6. Fees.**

**6.1** The fees listed below apply to this Agreement. Failure of U.S. Bank to apply any fee outlined in this Agreement at any time does not preclude U.S. Bank from ever applying such fee. U.S. Bank reserves the right to change fees upon 30 days prior notice to Customer. Fees identified as recurring monthly are billed on the first statement of the month.

fees	description	fee, per Account or occurrence
	VMS Service transaction fee	\$ 1.00
	Non-Financial Transaction at Private Sites	\$ 0.20
	insufficient funds	\$ 20.00
	custom card logo (design provided by Customer) <sup>1</sup>	\$300.00
	expedited delivery	\$ 20.00
	Inactive Card Fee	\$4.00 per card per period
	paper statement or report	\$ 4.95
	returned check	\$ 35.00
	stop payment	\$ 20.00
	late fee	3.5% of average daily balance
	foreign transaction fee	3.0%

Customer is solely responsible for determining whether to conduct a transaction as a VMS transaction or a standard Voyager Card transaction if the merchant in question is both a merchant that accepts the Voyager Card and a VMS Merchant. The fees applied to a particular transaction may be impacted by the type of program selected to conduct such transaction.

**6.2 Inactive Card Fees.** The Inactive Card Fee is applied to each "inactive card" -- a Card that has no purchase activity on it during a 12-month period. The use of a Card or the imposition of an Inactive Card Fee will start the calculation of a new 12-month period, meaning that the Inactive Card Fee cannot be assessed more than once a calendar year.

**7. Notices.** Parties will make all notifications, consents, or approvals required under this Agreement in writing unless otherwise expressly stated to the contrary. The parties will deem any required notices

<sup>1</sup> Due to market conditions, custom plastics may not be immediately available.

received either: (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service to either of the addresses indicated below.

**To Customer:**  
Utah Transit Authority  
669 W. 200 S  
Salt Lake City, UT 84101

**To U.S. Bank:**  
U.S. Bank National Association  
Corporate Payment Systems  
Mail Code EP-MN-A17S  
901 Marquette Ave.  
Minneapolis, MN 55402, U.S.A.  
Attn: CPS Contract Manager

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

**9. Incorporation.** The following are incorporated herein by reference:

9.1 **Recitals**  
9.2 **Exhibit A - Terms and Conditions**

**10. AUTHORIZATION AND EXECUTION.** This Agreement may be executed and delivered by the parties electronically, and fully executed electronic versions of this Agreement, or reproductions thereof, will be deemed to be original counterparts.

The signer represents and warrants that (i) he or she is authorized by an applicable organizational document or other corporate authority to enter into all transactions contemplated by this Agreement, and (ii) the signatures appearing on all supporting documents of authority are authentic.

---

**Utah Transit Authority:**

Date \_\_\_\_\_  
\_\_\_\_\_  
Jay Fox (Executive Director)

---

**U.S. Bank National Association:**

E-SIGNED by Brad Hoffelt  
on 2023-01-13 20:19:06 GMT  
Date January 13, 2023  
\_\_\_\_\_  
Brad Hoffelt – Senior Vice President

Date \_\_\_\_\_  
\_\_\_\_\_  
William Greene (Chief Financial Officer)

Date \_\_\_\_\_  
\_\_\_\_\_  
Troy Bingham (Comptroller)

\_\_\_\_\_  
\_\_\_\_\_  
Mike Bell  
Date 1/17/2023  
\_\_\_\_\_  
70E33A415BA44E6  
Mike Bell / (UTA Legal)

**EXHIBIT A**  
**VOYAGER FLEET PROGRAM TERMS AND CONDITIONS**

---

These Voyager Fleet Program Terms and Conditions set forth the rights and obligations of Customer and U.S. Bank.

**1. DEFINITIONS.**

- 1.1     **“Account”** means an account under this Agreement consisting of one or more Cards.
- 1.2     **“Agreement Year”** means a 12-month period beginning with the first day of the first calendar month following the Effective Date of this Agreement or if this Agreement was signed on the first day of the month, beginning on that day.
- 1.3     **“Billing Cycle”** means the period of time from the date a Statement is generated until the date when the next Statement is generated.
- 1.4     **“Card”** means a U.S. Bank Voyager Mastercard Fleet Card, a U.S. Bank Voyager Fleet Card, or a commercial account number, regardless of the medium, issued pursuant to this Agreement.
- 1.5     **“Card Network”** means Mastercard International Incorporated whose marks are contained on the Cards issued under this Agreement or any other such national card network with respect to which U.S. Bank becomes an issuer during the term of this Agreement.
- 1.6     **“Charge”** means either a Mastercard Charge or a Voyager Charge.
- 1.7     **“Charge-off”** means any amount due and owing to U.S. Bank by Customer related to this Agreement that is classified as a charge-off under U.S. Bank’s then applicable accounting policies.
- 1.8     **“Charge-off Adjustment”** means the difference between Charge-offs and one-half of Charge-off Recoveries.
- 1.9     **“Charge-off Recovery”** means an amount equal to any monetary recovery related to a Charge-off.
- 1.10    **“Combined Discount Charge Volume”** means for an applicable Rebate Period, the sum of the Net Mastercard Discount Charge Volume and the Net Voyager Discount Charge Volume.
- 1.11    **“Combined Standard Charge Volume”** means for an applicable Rebate Period, the sum of Net Mastercard Standard Charge Volume and the Net Voyager Standard Charge Volume.
- 1.12    **“Discount Interchange Rate Program”** means an interchange rate program where the rates assessed on particular transactions are less than standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to Customer.
- 1.13    **“File Turn Days”** means the number of days from the date U.S. Bank posts a Charge to the date of payment, inclusive of the beginning and ending dates.
- 1.14    **“File Turn Days Payment Performance”** means the weighted average File Turn Days for each Rebate Period.
- 1.15    **“Fleet Commander Online”** means U.S. Bank’s propriety online management software for the Program.
- 1.16    **“Identification Information”** means legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person.
- 1.17    **“Intellectual Property”** or **“Intellectual Property Rights”** means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
- 1.18    **“Mastercard Charge”** means a monetary transaction with a debit value to an Account processed on the Mastercard Card Network.

**1.19** **“Net Mastercard Discount Charge Volume”** means all Mastercard Charges set forth on the Statements furnished for the Accounts in the applicable Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program, less credits for Mastercard Charges, and net of Mastercard Charge Charge-off Adjustments for the same Rebate Period. All other Charges, fees, fraudulent charges, and chargebacks are excluded from Net Mastercard Discount Charge Volume.

**1.20** **“Net Mastercard Standard Charge Volume”** means all Mastercard Charges set forth on the Statements furnished for all Accounts in a Rebate Period other than those Mastercard Charges qualifying for and having applied to them Discount Interchange Rate Programs, less, without duplication each of the following categories to the extent that they relate to Mastercard Charges: fees, fraudulent charges, chargebacks, and net of Charge-off Adjustments, all in the same Rebate Period.

**1.21** **“Net Voyager Discount Charge Volume”** means all Voyager Charges set forth on the Statements furnished for the Accounts in the applicable Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program, less credits for Voyager Charges, and net of Voyager Charge Charge-off Adjustments for the same Rebate Period. All other Charges, fees, fraudulent charges, and chargebacks are excluded from Net Voyager Discount Charge Volume.

**1.22** **“Net Voyager Standard Charge Volume”** means all Voyager Charges set forth on the Statements furnished for all Accounts in a Rebate Period less, without duplication, each of the following categories to the extent that they relate to Voyager Charges: Non-Financial Transactions at Private Sites, fees, fraudulent charges, chargebacks, Voyager Maintenance Solution Volume, Charges qualifying for discount interchange rates or discount merchant fees, and net of Charge-off Adjustments, all in the same Rebate Period.

**1.23** **“Non-Financial Transaction”** means a transaction using a Card where U.S. Bank does not (i) pay or reimburse a merchant for the value of the goods or services in such transaction, or (ii) charge or retain from merchants in amounts that are based on defined transaction fees or a percentage of the retail dollar value, less any merchant rebates.

**1.24** **“Obligations”** means all Charges, fees, and other activity posted to an Account.

**1.25** **“Private Site”** means a private fueling site that is owned or operated by a fleet owner or a fuel distributor and limited to use by commercial or public sector fleets for vehicle fueling.

**1.26** **“Participant”** means any entity that Customer authorizes and U.S. Bank approves for participation in the Program that is wholly or majority owned or controlled (which is at least 51% or more of voting rights) by Customer.

**1.27** **“Rebate Period”** has the meaning assigned to such term in Section 1 of the Fleet Program Agreement.

**1.28** **“Statement”** means, with respect to one or more Accounts, a periodic listing of all Obligations.

**1.29** **“VMS Services”** means the maintenance service program developed by U.S. Bank and certain third parties accessible on Fleet Commander Online that integrates an approval process, spend controls and reporting concerning a fleet's maintenance transactions conducted with participating merchants (“**VMS Merchants**”) without the use of a physical Voyager card but invoiced as part of the Voyager Program. For the avoidance of doubt, maintenance services paid for using a physical Voyager card shall not be considered part of the VMS Services.

**1.30** **“Voyager Charge”** means a monetary transaction with a debit value to an Account processed on the Voyager Network.

**1.31** **“Voyager Maintenance Solution Volume”** means Voyager Charges set forth on the Statements furnished for all Accounts in a Rebate Period for transactions of VMS Services.

**1.32** **“Voyager Network”** the payment network owned and operated by U.S. Bank under which transactions on Cards and Accounts bearing U.S. Bank's Voyager logo are processed and reported.

## 2. PRODUCTS AND SERVICES.

**2.1** **Provision of Services; Agreement of Payment.** U.S. Bank operates the Program pursuant to which it issues Cards and Accounts at the direction of Customer which can be used at merchants to purchase certain categories of products. U.S. Bank, on and after a date provided to Customer, will also offer Customer the opportunity to use the VMS Services. Customer

desires to participate in the Program and to have the opportunity to use the VMS Services and U.S. Bank agrees to allow Customer to participate in the Program and VMS Services, all in accordance with the terms contained herein. In connection with the Program and the VMS Services, U.S. Bank agrees to provide Customer access to its fleet web interface, currently the Fleet Commander Online – an online portal that allows Customer to, among other things, review and pay Statements, establish and modify spend controls, and obtain various reports. Customer may also elect to obtain access to Fleet Commander Online's enhanced services, including Fleet Commander Online Data Analytics and future-developed products or services (collectively, the "**Enhanced Services**"). Access to the Enhanced Services is subject to the payment of all applicable fees as may be set forth in the Fee table in Section 6 of the Fleet Program Agreement or those later promulgated for future-developed Enhanced Services. The Enhanced Services are provided on an "as is" basis and U.S. Bank expressly disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose with respect to the Enhanced Services. Customer is solely responsible for any use of the data generated by the Enhanced Services. Subject to the terms contained herein, Customer agrees that it is responsible for all of its Obligations or those incurred at a Participant's direction. Customer acknowledges that there is no guaranty as to whether a particular merchant is a VMS Merchant and that changes of VMS Merchants may occur without notice to Customer.

**2.2 Billing and Payment.** Customer will receive an electronic Statement at the end of each Billing Cycle itemizing all Obligations and payments for that Billing Cycle. The balance shown on the Statement is due to U.S. Bank before the end of the next Billing Cycle. Customer shall pay U.S. Bank using a payment method approved by U.S. Bank. If the amount owing under an Account has not been paid in full when due, the Account is delinquent and U.S. Bank may suspend such Account. U.S. Bank may close an Account if the Account remains delinquent as of the completion of the second Billing Cycle after the Statement date. Customer shall communicate disputes or alleged errors on Statements within 60 days after the date on the Statement on which a disputed entry first appeared. Such communication of a dispute must contain the specific items in dispute and the basis for such dispute in accordance with Card Network operating rules and regulations. Depending on the type of Charge, failure to provide this notification within the stated time frame may result in Customer being liable for all and any losses incurred. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a closed Account. If an Account or Card is used for Mastercard Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Mastercard Charge converted, in each case at the applicable exchange rate to the billing currency from the currency in which the Mastercard Charge was made and (ii) the "Foreign Transaction Fee" on such amount as set forth in the Fee Schedule included in this Agreement. Due to fluctuations in foreign exchange rates, a credit may not be the same amount as the original Mastercard Charge.

**2.3 Card Issuance.** Customer will have the option pursuant to this Agreement to issue Cards as either (i) Voyager Cards on which Voyager Charges can be made or (ii) on and after a date provided to Customer, cobranded Mastercard and Voyager Cards on which Voyager Charges (or Mastercard Charges if enabled) may be made. No Mastercard Charges may be made on a Card until (i) the appropriate changes to merchant category codes for Mastercard Charges are made through Fleet Commander Online and (ii) the Mastercard number on the applicable Card has been activated. If Customer elects to have only Voyager Cards or elects not to have the Mastercard Charge functionality enabled on one or more Accounts or Cards, then the terms contained herein regarding Mastercard Charges shall not apply to those Cards or Accounts. At any time after the Mastercard Charge functionality is enabled, Customer may elect to disable such functionality through Fleet Commander Online. Customer shall only be permitted to request the issuance of Cards in the name of the following parties: (i) in Customer's or Participant's own name (including a vehicle owned or leased by Customer or a Participant); provided, however, that a Mastercard Card issued in this manner must be issued to a vehicle, (ii) in the name of any Customer or Participant employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of Customer or Participant and, (iv) in the name of any other individual provided on a temporary basis and so long as such individual

has a bona fide connection to Customer or Participant. Customer shall not request the issuance of Cards for its subsidiaries (or employees of such subsidiaries) that are not Participants. U.S. Bank may refuse to issue a Card to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in section 12.1 (Compliance with Applicable Statutes and Regulations) herein.

**2.4** **Applicable Network.** All transactions are intended to be processed as Voyager Charges and pursuant to the Voyager Network unless the Voyager Network is unavailable for a particular transaction. In the event the Voyager Network is unavailable for a particular transaction, such transaction may be processed as a Mastercard Charge pursuant to the Mastercard Card Network if such Card was issued with the capabilities of making a Mastercard Charge (and provided that the Mastercard functionality has not been disabled for such Card by Customer). U.S. Bank has directed each Voyager Network merchant to process all transactions as Voyager Charges, but U.S. Bank shall have no liability if a Voyager Network merchant fails to follow such direction and conducts a transaction as a Mastercard Charge.

**2.5** **Exclusivity.** U.S. Bank will be the sole provider to Customer and its Participants of Cards designed primarily for use at fueling stations or maintenance facilities. Customer shall provide an officer's certificate to U.S. Bank within 30 days of the completion of each Agreement Year certifying Customer and its Participants were and shall continue to be in compliance with this exclusivity requirement.

**2.6** **Liability.**

- (a) Voyager Charges.** Customer is solely liable to U.S. Bank for all Voyager Charges, even if Customer has implemented any of the loss-minimization tools described in section 2.7 (Minimizing Loss). U.S. Bank is not liable for: (i) misuse of an Account or Card or any related expenses by the cardholder; (ii) transactions that occur at Private Sites; (iii) any unauthorized or fraudulent Voyager Charges that were not immediately reported as lost, stolen or compromised, unless notified as described in 2.8 (Mandatory Notification) or (iv) Voyager Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant.
- (b) Mastercard Charges.** Customer's liability for unauthorized Mastercard Charges is subject to the terms of the Card Network operating rules and regulations. Customer's liability for unauthorized Mastercard Charges may vary depending upon whether Customer complied with the notification requirements set forth in Section 2.8 below.
- (c) Minimum Card Issuance.** Customer agrees to have at least 10 Cards issued under the Program and expressly waives any rights it may have under Section 15 U.S.C. §1643 related to fraudulent Charges.
- (d) Trailing Transactions.** Upon cancellation or suspension of an Account, Card, or termination of this Agreement, Customer shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for any reoccurring transactions Customer has failed to cancel.

**2.7** **Minimizing Loss.**

- (a) Point-of-Sale Prompts.** Customer must set point-of-sale prompts for (i) driver identification number, (ii) vehicle identification number, or (iii) a customizable numeric ID all applicable Cards. The customizable numeric ID cannot be any sequence of numbers that appear on the front of the card. If the Customer does not establish these point-of-sale prompts for each applicable Card and require proper use of the prompts by employees, agents and authorized users of the Card, U.S. Bank may in its sole discretion decline the transaction; and Customer shall be liable for any fraudulent activity on the Card.
- (b) Account Controls.** Customer shall protect Cards and Accounts at all times and set controls described in this Section on each Card and Account, as applicable. At a minimum, the controls will include a daily number of transactions limit, a daily dollar spend limit and a monthly dollar spend limit. Customer must (i) set each limit to all Cards or Accounts (provided different limit amounts can be set to different Cards/Accounts), and (ii) for cobranded Cards, create a sublimit within each such established limit on a Card or Account for fuel transactions conducted as Voyager Charges (for example a daily dollar spend limit of \$500 for all charges on the Card, with a fuel sublimit of \$200). Customer must also set geographic controls if operating in fewer than 50 states, day-of-week controls if operating fewer than 7 days per week, and time-of-day controls if operating fewer than 24 hours per

day. If Customer fails to set the minimum controls described in this Section or changes or releases any controls set by U.S. Bank, Customer will be liable for all fraudulent transactions on the Cards or Accounts. In its sole discretion and without prior notice to Customer, U.S. Bank may set or adjust controls on Cards and Accounts based on similar accounts of other U.S. Bank customers and Customer's prior spend patterns.

- (c) **Safekeeping and Security.** Customer must ensure that all Cards, Accounts and any other access devices are carefully safeguarded and stored separately from the customizable numeric IDs and codes and will take all reasonable precautions to ensure that only persons with appropriate authorization have been given access to Cards and Accounts. U.S. Bank may close, without notice, any Card or Account that has not been used for six months or more.

**2.8 Mandatory Notification.** Customer shall immediately notify U.S. Bank, in writing to U.S. Bank's email address for fraud notices, of (i) termination of employment of any employee or removal of an agent or authorized user or Participant from the Program; (ii) lost, stolen, or compromised Cards, Accounts and any other access device; (iii) suspected or actual breach, or misuse of a Card or Account or information regarding Cards, Accounts or other sensitive information; and (iv) termination or closure of a Card or Account. Customer shall take all necessary action through the available on-line tools under the Program to terminate the Accounts of any party that would not qualify for the issuance of a Card as set forth in section 2.3 (Card Issuance). Customer is liable for fraudulent Voyager Charges, incurred prior to the time that Customer provides the required mandatory notification and terminates access as stated herein.

**2.9 Merchant Category Codes.** All Mastercard Charges will be limited to select, fleet-related merchant category codes; provided, however, that Customer may elect to allow additional Mastercard Charges within a select, preapproved set of merchant category codes determined by U.S. Bank in its sole discretion. Such additional merchant category codes include, but are not limited to, hotels, car rentals, and restaurants. In the event Customer elects to allow Mastercard Charges for such additional merchant category codes, Customer may not block particular merchants or codes within the select, preapproved set of merchant category codes. Customer may elect to allow or disallow these additional merchant category codes at any time within Fleet Commander Online.

### 3. CREDIT.

- 3.1 Financial Information.** Customer shall provide its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of Customer's fiscal year. Customer shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Customer including reviews or audits of fiscal year-end financials performed by certified public accountants and Customer prepared quarterly financial statements.
- 3.2 Credit Controls.** U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program. Customer shall, within ten days of receiving notice, make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount equal to or less than any revised credit limit.

### 4. SECURITY AND CONFIDENTIALITY.

- 4.1 Security.** **"Secured Information"** means information regarding Cards, Accounts, passwords, personal identification numbers and other sensitive information or Confidential Information of either party.
  - (a) Either party may receive or otherwise have access to Secured Information and must implement or maintain an information security program designed to (i) ensure the security, integrity and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized access to or use of such Secured Information that could result in harm to the person or entity that is the subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information.

- (b) U.S. Bank will maintain physical, electronic, and procedural safeguards designed to (i) maintain the security and confidentiality of Identification Information; (ii) protect Identification Information against anticipated threats or hazards to the security or integrity of Identification Information; and (iii) prevent unauthorized access to or use of such Identification Information that could result in harm or inconvenience to Customer.
- (c) Customer will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Customer's own proprietary information.
- (d) At a minimum, Customer will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that (i) is intended or designed to disrupt the operation of any software or system, including any timeout functionality; (ii) causes any U.S. Bank owned or licensed materials, software, or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permits any person or entity to destroy, alter, erase, damage or otherwise render inoperable any U.S. Bank owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, or malicious program. Furthermore, Customer will perform routine hygiene on its systems to ensure appropriate use of software locks, routine password checking and central processing unit serial number checking.

**4.2 Confidentiality.**

- (a) **Confidential Information.** Each party may have access to and each party may provide to the other party information that the owner of such information regards as confidential or proprietary. **Confidential Information**" includes information of a commercial, proprietary or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "**confidential**" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information (iv) the business, financial or technical information of the each party and its respective affiliates; (v) each party's objectives, materials, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.
- (b) **Exceptions.**
  - (i) **General Exceptions.** Confidential Information does not include information that (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by U.S. Bank or Customer without the use of any proprietary, non-public information provided by the other party.
  - (ii) **U.S. Bank Exceptions.** U.S. Bank may (i) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with network rules established by U.S. Bank related to the Program; (ii) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations; or (iii) use and disclose non-identifying data to any entity or third party to the extent that such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to U.S. Bank or its affiliates or Customer, its affiliates, employees, agents or authorized users.
  - (iii) **Third Parties.** Portions of Customer's Cards, Account and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations and the confidentiality provisions of this Agreement shall not be

deemed breached based upon such activities. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section 4.

- (c) **Restriction and Care.** Each party must hold Confidential Information in confidence and disclose Confidential Information only to those employees, agents, or authorized users whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party must cause its affiliates, employees, agents, authorized users, independent contractors, and parents to hold and maintain Confidential Information in confidence, and must only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under this Agreement, or as otherwise expressly permitted by this Agreement.
- (d) **Disposition of Confidential Information.** Upon termination of this Agreement, each party must immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided that U.S. Bank may retain particular data transactions with respect to the Cards and Accounts as is necessary to perform its billing functions and to maintain compliance with Card Network operating rules and regulations and its agreements with merchants under the Program. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. Notwithstanding, U.S. Bank may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule or regulation. The receiving party must return any Confidential Information maintained in an electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.
- (e) **Compelled Disclosure.** Each party must promptly provide to the disclosing party notice of any order by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information and under such circumstances U.S. Bank is excused from notifying Customer of any disclosure of Confidential Information thereunder. Each party must disclose Confidential Information only to the extent required by applicable law which includes required disclosures by UTA under the Utah Governmental Records Access and Management Act.
- (f) **Non-Publicity.** Customer shall not make any case study, testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder. Customer and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Customer seeks to release that contains U.S. Bank's identity. U.S. Bank shall have at least 15 business days to review and respond to any such request for approval.

## 5. DEFAULT.

- 5.1 **Customer Defaults.** Customer will be in default upon the occurrence of any of the following events (each a "Customer Default"): (i) any violation of its obligations set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property); (ii) any failure to make a payment on any Account when due; (iii) any default of any other agreement between U.S. Bank and any of Customer, a Participant, or Customer's affiliates that has not been cured in the time specified in the applicable agreement; (iv) any of its representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (v) the violation of any of its other covenants, conditions, or provisions set forth in this Agreement; (vi) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Customer, a Participant or any guarantor of Customer's obligations hereunder (a "Guarantor"); (vii) a Guarantor, if any, dies or revokes its guaranty of Customer's obligations; or (viii) Customer's merger, amalgamation,

sale, or transfer of all or substantially all of its assets that causes a material change to Customer's business or financial condition.

**5.2 U.S. Bank Defaults.** U.S. Bank will be in default upon the occurrence of any of the following events (each a "U.S. Bank Default"): (i) any of U.S. Bank's representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (ii) U.S. Bank materially violates of any covenants, conditions, or provisions set forth in this Agreement; or (iii) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by U.S. Bank.

**5.3 Cure.** Customer must cure any Customer Default under section 5.1(i)-(iv) within five days of notice of such Customer Default. Customer must cure any Customer Default under section 5.1(v) within 30 days of notice of the Customer Default. Notwithstanding the foregoing, a Customer Default under section 12.1 and a Customer Default arising under sections 5.1(vi)-(viii) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate this Agreement as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under section 5.2(i) or (ii) within 30 days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under section 5.2(ii).

**5.4 U.S. Bank Remedies.** Upon the occurrence of a Customer Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate this Agreement or suspend or cancel any Cards and Accounts; (ii) retain and will not be required to pay Customer any amounts due pursuant to this Agreement (other than a return of prefunded amounts not applied to outstanding Obligations); and (iii) collect on demand, and Customer must promptly comply with such demand, any amount directly or indirectly related to any Customer Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank to exercise its rights or remedies under this section 5. If Customer violates its obligations under section 4 (Security and Confidentiality) or section 7 (Intellectual Property), in addition to the foregoing, U.S. Bank shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Customer's obligations as set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Customer Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Customer Default or prevent U.S. Bank from taking action on such Customer Default or any other Customer Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in Section 3.2 (including requiring security or prefunding) are independent rights and are not dependent upon the existence of a Customer Default.

**5.5 Customer Remedies.** Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Customer may: (i) immediately terminate this Agreement; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. Any delay or failure on the part of Customer to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Customer, shall not constitute a waiver of such U.S. Bank Default or prevent Customer from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future.

## 6. TERM, TERMINATION AND SUSPENSION.

**6.1 Term.** Upon completion of the Term, this Agreement will continue thereafter for one year increments at the end of each successive term until terminated by either Customer or U.S. Bank upon sixty (60) days prior written notice to the other party in accordance with the Terms and Conditions. During the Term or a successive term thereafter neither Customer nor U.S. Bank may terminate this Agreement or any license, in whole or in part, except by mutual written consent or as otherwise provided under the Terms and Conditions.

**6.2 Termination by U.S. Bank.** U.S. Bank may terminate this Agreement if there has been no activity for any consecutive 12-month period after the Effective Date of this Agreement.

**6.3 Regulatory Suspension and Termination.** U.S. Bank may immediately suspend or terminate (i) any Card or Account if U.S. Bank is unable to verify the identity of the employee, agent, authorized user, or owner of the Card or Account or a Participant based on the Identification Information submitted to U.S. Bank or if U.S. Bank is unable to verify that providing services to an employee, agent, authorized user, or Participant does not pose a risk to U.S. Bank of violating any applicable law, statute, or regulation; and (ii) this Agreement if U.S. Bank, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

**6.4 Survival.** The following provisions survive termination of this Agreement: section 2.2 (Billing and Payment); section 4 (Security and Confidentiality); section 5 (Default); section 7 (Intellectual Property); section 9 (Indemnification); section 10 (Limitation of Liability); section 12.8 (Cumulative Remedies); section 12.12 (Set-Off); section 12.16 (Waiver of Jury Trial); section 7 of this Agreement (Notices); and section 8 of this Agreement (Governing Law). Without limiting or affecting the foregoing, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination and shall remain in full force and effect.

## 7. INTELLECTUAL PROPERTY.

**7.1 Generally.** U.S. Bank or its affiliates, are the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services including, but not limited to, the Program, related materials, and derivatives. Except as expressly stated in this Agreement, Customer is not authorized or allowed to use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Customer is not permitted to change or delete any proprietary notices. Nothing in this provision grants any ownership right to Customer, U.S. Bank remains the sole owner of any and all its Intellectual Property.

**7.2 Use of Name and Marks.** U.S. Bank may use Customer's name or marks in presentations, press releases business cases, product brochures, and financial reports to announce the business relationship between the parties.

**7.3 Software License.**

- (a) License Grant.** Subject to Customer's compliance with this section 7, U.S. Bank grants Customer and Participants a non-exclusive, non-transferable license to use and access Accounts on U.S. Bank's software or U.S. Bank's third party licensor's software accessible under the Program.
- (b) Ownership.** U.S. Bank or U.S. Bank's third party licensor retains all rights, title, and ownership of the Accounts (but not data generated through the use of an Account) and software, any documentation provided with the Accounts or software, and any works derived from the Accounts or software that contain all or part of the Accounts, software, or U.S. Bank's or U.S. Bank's third party licensor's Intellectual Property. U.S. Bank asserts that the Accounts and software are protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any rights not granted in this section 7 are reserved by U.S. Bank or its third party licensors.
- (c) Updates.** U.S. Bank or U.S. Bank's third party licensor may, from time to time, provide updates of the software. The updates replace the software initially licensed to Customer, and do not constitute an additional license to use the software.
- (d) Restrictions.** Customer and Participant may not (i) reverse engineer, decompile, disassemble the software or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access; (iv) disclose part or all of the software to any third parties except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise

assist any third parties; or (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank's business.

- (e) **Audit.** Customer agrees to permit U.S. Bank reasonable access to any records, systems, or operations to ensure that Customer is in compliance with the license granted in this section 7.

**7.4 End User Agreements.** Customer and its employees, agents or authorized users may receive or have access to, and must agree to, any and all applicable end user license or other agreements that govern the use of any U.S. Bank software, services, or Accounts. U.S. Bank may amend such agreements from time to time without notice to Customer.

**7.5 Third Party Software License.** As a prerequisite for the VMS Services to pay for maintenance expenses, Customer will need to (i) obtain at its own expense, a license from the third party provider identified by U.S. Bank and (ii) agree to the third party's then-current terms of use and privacy policy on the portal login page of the third party's website. Customer, its Participants, employees, agents, and authorized users must not submit any Identification Information through the third party's portal. Customer consents to U.S. Bank's release of Customer transaction data and information to such third parties. U.S. Bank is not liable for the third party's use or further release or dissemination of the Customer transaction data or information.

## 8. REPRESENTATIONS AND WARRANTIES.

- 8.1 Mutual Representations and Warranties.** Each party respectively represents and warrants, at all times during this Agreement, that:
  - (a) This Agreement constitutes a valid, binding and enforceable agreement of itself;
  - (b) The execution of this Agreement and the performance of its obligations under this Agreement are within its powers; has been authorized by all necessary action; and does not constitute a breach of any agreement between itself and any other party;
  - (c) It shall comply with all requirements of this Agreement;
  - (d) It complies with all applicable state, provincial, territorial and federal statutes, ordinances, rules, regulations and requirements of governmental authorities (collectively, "**Governmental Regulations**") related to this Agreement and its execution and performance of this Agreement will not contravene any Governmental Regulations applicable to it; and
  - (e) It possesses the financial capacity to enter into this Agreement and perform all of its obligations under this Agreement.
- 8.2 Customer Representations and Warranties.** Customer represents and warrants, at all times during this Agreement, that:
  - (a) It will use Accounts and will instruct its employees, agents, and authorized users to use Accounts solely for Customer's business purposes;
  - (b) It received any and all necessary consents from individuals to provide U.S. Bank with any required Identification Information;
  - (c) The material information provided by Customer to U.S. Bank is true, complete and accurate; and
  - (d) No consent or approval of any third party, including, without limitation, a lender, is required with for the execution of this Agreement, or if any such third party consent or approval is required, Customer has obtained any and all such consents or approvals.
- 8.3 Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other person or third party, with respect to the Program or VMS Services provided by U.S. Bank or its representatives or with respect to U.S. Bank's Account management software or made available to Customer or any other person for its use by U.S. Bank in connection with this Agreement and any services thereunder.**

## 9. INDEMNIFICATION.

- 9.1 Generally.** Except to the extent of the negligence or willful acts or omission of the other party or its affiliates, or its or their employees, agents, authorized users or contractors, each party (each, an "**Indemnifying Party**") agrees to indemnify and hold harmless the other party and

its agents, officers, directors, employees, agents, authorized agents, and contractors (each, an **“Indemnified Party”**) from any third party claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, costs, and expenses and liability whatsoever (including reasonable legal fees), arising out of (i) the infringement by an Indemnifying Party of any Intellectual Property or other property or contract right of any other entity; (ii) the violation of any law, rule, regulation or authority by an Indemnifying Party; (iii) any gross negligence or intentional act of an Indemnifying Party; or (iv) any default by the Indemnifying Party.

**9.2 Indemnification Procedures.** An Indemnified Party must notify the Indemnifying Party of any claim that is asserted and each action or suit that is filed or served, and provide the Indemnifying Party with a copy of any written documentation received in relation with the claim, for which the Indemnified Party is seeking indemnification pursuant to this section 9, provided, however, that the failure to give such notice does not relieve the Indemnifying Party of its indemnification obligations except to the extent it is actually damaged. The Indemnifying Party may thereafter assume control of such claim, provided that the Indemnified Party has the right to participate in the defense or settlement of such claim. The Indemnified Party may employ counsel at its own expense to assist with any such claim; however, if such counsel is necessary because of a conflict of interest of either Indemnifying Party or its counsel or because the Indemnifying Party does not assume control, the Indemnifying Party bears the expense of such counsel. The Indemnifying Party may not settle any claim, admit to any liability, or consent to any judgment without the consent of the Indemnified Party (which consent may not be unreasonably withheld, delayed or rejected). The Indemnifying Party is not obligated to indemnify and defend the Indemnified Party with respect to a claim (or portions of a claim) if the Indemnified Party (i) fails to promptly notify the Indemnifying Party of the claim and fails to provide reasonable cooperation to defend or settle the claim; and (ii) if, and only to the extent that, the failure materially prejudices the Indemnifying Party’s ability to satisfactorily defend or settle the claim.

## 10. INSURANCE REQUIREMENTS

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

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Bank shall maintain 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 Bank".

**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 Bank. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Bank's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Bank's General Liability and Automobile Liability insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-

VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Bank from potential insurer insolvency.

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. Should a coverage dispute arise, UTA reserves the right

as an additional insured (Section 10.B) to receive complete, certified copies of the related disputed insurance policy. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**11. LIMITATION OF LIABILITY.** U.S. Bank and its affiliates are not liable for any consequential, special, indirect, or punitive damages of any nature (including lost profits) regardless of whether such party has been advised of the possibility of such damages. Except with regard to Indemnity obligations incurred under Paragraph 9 above, U.S. Bank liable for any damages under the Program and VMS Services that exceed the fees U.S. Bank collected during the 12 months immediately preceding the alleged liability.

**12. ASSIGNMENT, TRANSFER.** Customer shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Agreement without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Customer. To the fullest extent not prohibited by applicable law, Customer will notify U.S. Bank in advance of any material change (and if prohibited, within 15 days after such change) to any information provided to U.S. Bank at any time concerning Customer's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Customer must promptly provide any information requested by U.S. Bank associated with the request for approval.

**13. MISCELLANEOUS PROVISIONS.**

- 13.1 **Compliance with Applicable Statutes and Regulations.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union, or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Customer, its affiliates, and its Participants, and any authorized signers, Account and Card holders, beneficial owners, employees, agents, authorized agents, or directors of Customer and its affiliates and Participants. Customer must promptly provide any such required Identification Information to U.S. Bank.
- 13.2 **Other Agreements and Regulations.** Customer shall comply with, and shall cause its Participants and Account holders to comply with the following regulations and terms and conditions to the extent applicable to the Program or the products and services provided pursuant to this Agreement:
  - (a) **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules or any related or successor operating rules or regulations; and
  - (b) **Card Network Operating Regulations.** Card Network operating rules and regulations.
- 13.3 **No Third Party Beneficiaries or Claims.** Except as stated in this Agreement, with reference to any successors or assigns, any services provided pursuant to this Agreement are for the sole and exclusive benefit of Customer and Participants, if any. No provision of this Agreement

is intended to be a third party beneficiary contract or to create or vest any third party beneficiary rights, interests, or privileges in favor of any entity other than U.S. Bank and its affiliates and Customer.

**13.4 Relationship Between U.S. Bank and Third Party Service Providers.** U.S. Bank may enter into agreements with third parties for the purpose of marketing and advertising U.S. Bank's products and services and providing other services to U.S. Bank. U.S. Bank may compensate the third parties based on revenue generated instead of a flat fee for such services. The products or services provided to Customer pursuant to this Agreement may include products or services subject to such compensation paid to third parties. To the extent Customer was referred to U.S. Bank by such third party, Customer authorizes U.S. Bank to release Customer's Confidential Information to such third party (and its agents) for purposes of communicating or computing any revenue or fees that may be due from U.S. Bank to such third party. Additionally, Customer may from time to time request that U.S. Bank provide certain of Customer's Confidential Information (including transaction data) to a third party (such request a "Data Release Request"). U.S. Bank's action on any such Data Release Request is subject to the following conditions: (i) the Confidential Information to be transmitted must be clearly identified by Customer (which can include by category), (ii) Customer must provide specific directions regarding the initial personnel at the third party that U.S. Bank will interface with regarding the transmission of such Confidential Information and once identified U.S. Bank may speak generally about such Confidential Information with such third party, (iii) the directions regarding such Confidential Information transmission, including file format, frequency and means for any transmission or delivery, must be acceptable to U.S. Bank, (iv) U.S. Bank will have no liability to the extent it follows the directions of anyone U.S. Bank reasonably believes to be authorized by you or the designated third party to provide directions regarding the delivery of the Confidential Information, (v) Customer is solely liable for the third party's use or disclosure of its Confidential Information and neither U.S. Bank nor any of its affiliates is liable for such third party's use or further release of Customer's Confidential Information, (vi) any Data Release Request will be considered an ongoing direction until affirmatively revoked or disavowed in writing by Customer, and (vii) U.S. Bank may suspend or terminate delivery of the Confidential Information without notice during the continuance of any default under this Agreement or in the event such transmission or delivery to the third party would violate applicable law.

**13.5 Precedence of Terms.** In the event of a conflict or inconsistency between this Agreement and these Terms and Conditions, this Agreement will control only to the extent necessary to resolve any such conflict or inconsistency.

**13.6 Modification or Amendment.** The parties may modify this Agreement only by an instrument in writing signed by customer and U.S. Bank.

**13.7 Severability.** If any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect as if this Agreement had been executed with the invalid provisions eliminated. The parties will use commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

**13.8 Cumulative Remedies.** Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

**13.9 Interpretation of Terms.** The parties expressly agree that this Agreement will not be construed more strongly against either party, regardless of which party is more responsible for its preparation. This Agreement constitutes the entire agreement between the parties, concerning the matters addressed herein, and cancels and supersedes any prior agreements, undertakings, declarations, or representations, written or verbal, in respect thereof.

**13.10 Headings.** The section headings are inserted for convenience or reference only, and do not affect the construction or interpretation of this Agreement.

**13.11 Force Majeure and Excusable Delay.**

- (a)** Except for payment obligations under this Agreement, neither party is responsible for delays or failures in performance resulting from acts of God, acts of civil or military

authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power or chips, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party. The party suffering the force majeure event will (i) implement its applicable disaster recovery plan to the extent appropriate and practicable; (ii) give the other party prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.

- (b) Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days.

**13.12 Set-Off.** After providing written notice and a 10-day opportunity to cure, U.S. Bank may set-off any amounts Customer owes to U.S. Bank pursuant to this Agreement or any other agreement between the parties or their affiliates against any amounts due to Customer by U.S. Bank or its affiliates.

**13.13 Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has authority to contract for or bind the other party in any manner whatsoever.

**13.14 Delegation.** U.S. Bank may delegate its duties herein to one or more third parties without Customer's approval or consent. U.S. Bank remains liable for the conduct of and payment to any such third parties.

**13.15 No Waiver.** No failure or delay by either party to insist on specific performance of any term or obligation set forth in this Agreement or exercise any right, power or privilege provided under this Agreement or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any other or future exercise of any other right, power or privilege.

**13.16 Waiver of Jury Trial. Customer and U.S. Bank waive all rights to trial by jury in any proceeding relating to this Agreement.**



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

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

**TITLE:**

**Contract: Data Discovery of UTA Infrastructure (Info-Tech Research Group Inc.)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve award and authorize Executive Director to execute a one-time contract and associated disbursements with Info Tech Research Group in the amount of \$255,000. Additional services, if needed, will be brought to the board for approval, as required by established board approval thresholds.

---

**BACKGROUND:**

UTA needs to conduct an all-encompassing data discovery and review of its current infrastructure. UTA has multiple facilities across its service area, each consuming data and information used to complete agency daily functions. In transitioning to a more data-driven approach, UTA needs to have an in-depth understanding of how data is generated and consumed as well as its importance and impact on daily activities and decision-making. UTA needs to identify and categorize our data and data sources. UTA's data plays a vital role in the analysis, security, audit, and management processes. Knowing what exists will enable UTA to better manage and utilize the data.

UTA is currently utilizing a hybrid approach to its applications and data storage. We currently have several configurations:

- 1.) Internally developed application with both databases and applications hosted locally in our data center.
- 2.) Internally developed application with databases and application hosted in Azure Cloud Service.
- 3.) Internally developed application with the database hosted locally in our data center and application

hosted in Azure Cloud Service.

- 4.) Vendor-developed application with both application and database hosted in our data center.
- 5.) Vendor-developed application with both application and database hosted in the cloud.

---

#### **DISCUSSION:**

Data quality is crucial to making decisions as it determines whether information can serve its purpose in a particular context. To determine the quality of data, we want to look at the following five metrics; accuracy, completeness, reliability, relevance and timelines. The reliability of the data determines whether we can make good decisions with the data in a reasonable timeframe. The not to exceed contract value includes data review services. Pricing for additional services is also outlined in the contract. Any additional services will be brought to the board for approval, as required by established board approval thresholds.

---

#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Info-Tech Research Group Inc.
<b>Contract Number:</b>	22-03631
<b>Base Contract Effective Dates:</b>	2-8-23 thru 6-30-23
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	NTE \$255,000
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Within Enterprise Strategy Office and Internal Audit budgets

---

#### **ALTERNATIVES:**

Without this, we will not have a data discovery project and it will delay and slow down our process to understand our current infrastructure. We could attempt to do this assessment in house, but we have limited capacity and tools which are necessary to conduct an effective Agency wide assessment.

---

#### **FISCAL IMPACT:**

The cost for this work is covered under the approved 2023 operating budgets for Enterprise Strategy and Internal Audit. There are no ongoing costs associated with this contract. Maintaining data availability is essential for performance and business continuity. If we were to lose access to mission-critical data, our Information Technology and Operations Technology operations could experience failures, resulting in significant failures across the Agency.

---

#### **ATTACHMENTS:**

Contract 22-03631 JD Data Discovery

## PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03629JD  
Data Discover of UTA's Infrastructure

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

### **RECITALS**

WHEREAS, UTA desires to hire professional services Data Discovery of UTA's Infrastructure.

WHEREAS, On 9/16/2022UTA issued Request for Proposal Package Number 22-03631 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

### **AGREEMENT**

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

#### 1. **SERVICES TO BE PROVIDED**

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

performance of the Work.

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

## 2. **MANAGEMENT OF WORK**

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

## 3. **PROGRESS OF WORK**

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

#### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later June 30, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **5. COMPENSATION**

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

#### **6. INCORPORATED DOCUMENTS**

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

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

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

## 7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## 8. **CHANGES**

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

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

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

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

referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

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

## **9. INVOICING PROCEDURES**

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

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

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

## **11. USE OF SUBCONTRACTOR S**

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

## **12. KEY PERSONNEL**

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

Lowell Bate, IT Project Manager

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

## **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its

terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

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

## 14. **TERMINATION**

### a. **FOR CONVENIENCE:**

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

### b. **FOR DEFAULT:**

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

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

### **CONTRACTOR'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i)

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

## **15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

## **16. FINDINGS CONFIDENTIAL**

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

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

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

- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

## **17. PUBLIC INFORMATION.**

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

## **18. GENERAL INDEMNIFICATION**

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

## **19. LIMITATION OF LIABILITY**

Except for the Contractor's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4) gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Contractor or its related entities, suppliers, sub-contractors, agents or distributors is liable to UTA for under this Agreement, for any reason whatsoever, including negligence, is Two Million Dollars (\$2,000,000USD). The parties acknowledge that Contractor has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties.

## **20. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21. **OTHER INDEMNITIES**

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

(ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## 22. **INDEPENDENT CONTRACTOR**

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

## 23. **PROHIBITED INTEREST**

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

## 24. **CLAIMS/DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
---------------------------	-------------------

UTA's Project Manager Lowell Bate /Contractor 's Project Manager Hannes Scheidegger	Five calendar days
UTA's Contract Administrator Jenny Dang /Contractor 's Contract Administrator Kirsten Marhue	Five calendar days
UTA's Procurement Manager Troy Hamilton /Contractor 's Procurement Manager Imad Jawadi	Five calendar days

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

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

## **25. GOVERNING LAW**

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

## **26. ASSIGNMENT OF CONTRACT**

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

## **27. NONWAIVER**

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

## **28. NOTICES OR DEMANDS**

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

If to UTA:

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

with a required copy to:

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

If to Contractor :

Info-Tech Research Group Inc.  
ATTN: Hannes Scheidegger  
3960 Howard Hughes Parkway, Ste 500  
Las Vegas, NV 89169  
hscheidegger@infotech.com

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

**29. CONTRACT ADMINISTRATOR**

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

**30. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

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

### **31. 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

### **32. NO THIRD PARTY BENEFICIARY**

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

### **33. FORCE MAJEURE**

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

### **34. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

### **35. TRAVEL COSTS**

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

### **36. SEVERABILITY**

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

### **37. ENTIRE AGREEMENT**

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

### **38. AMENDMENTS**

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

### **39. COUNTERPARTS**

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

### **40. SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

**Info-Tech Research Group Inc.**

By \_\_\_\_\_

Lowell Bate  
IT Project Manager

By J. P. D.

Name: Jeff Perkins  
Title: Vice President

By \_\_\_\_\_  
Kyle Brimley  
IT Director

By \_\_\_\_\_  
Alisha Garrett  
Chief Enterprise Strategy OFC

Approved as to Form

DocuSigned by:  
  
Mike Bell  
70E33A415BA44F6...  
UTA Legal Counsel

Mike Bell

## EXHIBIT A

### STATEMENT OF SERVICES

The contractor will work in a team to conduct all-encompassing data discovery and review of UTA's current infrastructure.

1. The contractor's staff will conduct a comprehensive Data Discovery or Data Review with very detailed findings and recommendations that are including but are not limited to:
  - Data
    - Contractor will help critical data elements be defined. To establish critical data elements, data need to be identified based on business domain or usage. Once data domains are established, systems that generate, update and report for each domain will be identified. For each system, Standard Operating Procedures SOPs will be reviewed which will identify the system owner, consumers, process and procedures and dependent systems and sources. The last stage in this process is to capture relevant information from system users and administrators on how they consume data and whether they manually create, use or update data in other systems. Once critical data sources are documented, subsequent exercises for non-critical data could be undertaken.
  - Analysis of UTA's Data Quality
    - Contractor to provide quality data using the five metrics: Accuracy, Completeness, Reliability, Relevance, Timeless.
  - Data Governance
    - Contractor will provide an effective data governance to ensure that data is consistent and trustworthy and will not get misused.
  - Available Tools
    - Contractor may use a combination of surveys, interviews, focus group discussions, questionnaires, and case studies to identify what authorized tools are in-use and more importantly what shadow-IT/BI tools are used by end-users.
  - Available Resources
    - Contractor will validate UTA's business capability map with the right stakeholders, including the executive team, business unit leaders, and/or other key stakeholders.
  - Availability of Data
    - Contractor will work with data stakeholders and determine whether business:
      - Permission to the relevant data layer.
      - Access to data at the grain/detail level.
      - Can easily slice and dice data.
      - Data is available when needed (real-time, daily, weekly, month-end, quarter, and year-end).

- Contractor will also work with the business's IT partners to address gaps in the continued functioning of business operations by validating:
  - Physical/cloud infrastructure and how database, data warehouse servers and disks can either facilitate or inhibit availability.
  - Align backup schedule and recovery times to business needs.
  - Data (ETL) and report (batch, on-demand, and publishing) process.
- Accessibility of Data
  - Info-Tech will analyze the following to determine data accessibility across business lines:
    - Adopt a Data-Driven Strategy.
    - Review the Data Management Strategy. Data Management must be a key priority, not just a minor initiative.
    - Identify and break down data silos.
    - Institute and standardize access controls.
    - Make analytics accessible.
    - Foster a culture of data literacy
- Dashboard Requirements
  - Contractor will identify tools that produce dashboards (including probable use-build dashboards that may be created on Excel, PowerBI and/or Tableau) and record use satisfaction with dashboard accessibility, usage, and the root cause behind using (or not using) dashboards. Info-Tech will also review/document dashboard requirement templates and documentation and why business is or is not using dashboards.
- Reporting Requirement
  - Contractor will collect data for all report types and document authorized and shadow applications. Info-Tech will also document user knowledge about existing reporting systems and use sentiment on application usability and accessibility.
- Single Source of Truth
  - Contractor will identify sources of data and label them based on source, type, usage, and relevant attributes.
- Understand the main users of data
  - For current users – Contractor will review the org chart, job roles, and interviews members of departments that use data for their operations like risk, finance, compliance, and BI.
  - For future users – Contractor will consult with executives and documents future use cases and recommends an updated resource model.
- Systems
  - Contractor will use data capturing to be able to transform information from all sources into a format that computers can understand. The data gathered will reveal insights into how UTA is doing and how to improve through enhancing efficiency.
- Department Champion
  - To identify, formalize and ensure role exists in UTA, contractor will conduct a Data Governance workshop or consulting engagement.

- Cross System Connectivity
  - Contractor will provide cross connectivity which includes reduced latency, improved security, and reliability.
- Different Types of Access
  - Contractor will provide sequential and random access.
- Openness to Change
  - Contract will implement new processes, products and business strategies while minimizing negative outcomes.
- New Technology
  - Contractor will provide journey-based engagements which tries to consolidate technology, innovation, open source, people, and processes in a massive adoption plan where the company gradually transforms digitally and becomes data-driven.
- Contractor will provide:
  - Data Clarity: Purpose, Data Types, Accessibility and Flexibility
  - Data Importance: data will be characterized, calibrated, verified, validated and assessment of models for predicting the long-term structural durability and performance of materials in extreme environments.
  - Data Confidence
  - Data Retention
  - Data Sources
    - Used with caution about using spreadsheets as data source, the same caution may not apply to open-source databases, cloud or vendor hosted sources if data from these sources are fetched via appropriate ETL or ELT tools into a centralized data warehouse or data lake
  - Data Classification: performed based on Content, Context, or User Selections
  - Data Ownership: contractor's blueprint on how to establish DG analyzes data governance from strategy to operation and will work with UTA to build a right-size Data Governance model that defines data ownership, roles and responsibilities and appropriate resource and operating model.
  - Data Limitations
    - Contractor to determine limitation of data:
      - Verify all variables used in a model.
      - Assess the scope of the data, especially over time, so model can avoid the seasonality trap.
      - Check for missing values, identify & assess their impact on the overall analysis.
      - Identify extreme values (outliers) and decide on whether to include them in the analysis.
      - Confirm that the size and ratio of training and test observation is sufficient.
      - Make sure data type (int, float, chars, etc.) is correct and set upper and lower bounds of possible values.
      - Watch for issues that arise from data integration if data comes from multiple sources.

- Understand data sources and their impact on the overall quality of final dataset.
- Choose a relevant dataset that is representative of the whole population.
- Choose the right parameters for analysis.
- Contractor will preprocess data:
  - Values missing from the dataset.
  - Inconsistencies and/or errors in existing dataset.
  - Duplicates and outliers.
  - Normalization or other issues during transformational process.
  - Derived data needed for the analysis.

## **2. Additional services, can include but not limited to:**

- Billing will be included into the final cost when the service is done and will depend on the need of the service.
  - Security
    - Contractor will provide Encryption, Erasure, Masking and Resiliency.
  - Training Resources
    - Contractor will review existing data related toolsets, data users, data use cases and conduct data culture survey to get a full view of people, process, and technology. Tasks will identify tool complexity, tool training resources (internally and externally) and provide a training gap analysis in terms of training requirements, systems, resources and identify potential staff who could mentor, shadow or become training SMEs across the organization.
  - Training Requirements
    - Contractor will conduct a needs analysis by following the steps below:
      - Determine the Desired Business Outcomes
      - Link Desired Business Outcomes with Employee Behavior
      - Identify Trainable Competencies
      - Evaluate Competencies
      - Determine Performance Gaps
      - Prioritize Training Needs
      - Determine How to Train (On the job training (OJT), Mentoring and coaching, Classroom, etc.)
      - Conduct a Cost Benefit Analysis
      - Plan for Training Evaluation
  - Training Needs
  - System Performance: Application Performance Management (APM)

**EXHIBIT B**  
**PRICING**

Contractor will invoice UTA by Milestone Billing as indicated below, not-to-exceed total contract value of \$255,000.00.

Item	QTY	Description	Unit Price	Ext. Price
Initiation & Data Source Identification	1	Refer to Project Scope	85,000	n/a
Purpose for Mastering Data	1	Refer to Project Scope	63,750	n/a
Data Enrichment & Maintenance	1	Refer to Project Scope	42,500	n/a
Qualitative Analysis	1	Refer to Project Scope	21,250	n/a
Business Use Cases	1	Refer to Project Scope	21,250	n/a
Integrate Data Source	1	Refer to Project Scope	21,250	n/a
<b>Total Not-to-Exceed Price</b>		<b>USD \$255,000</b>		

**Additional Services**

Additional services ordered under Paragraph 2 of Exhibit A shall be priced as follows:

Labor Category or Task	Price per hour or per task
Consultant	\$217
Senior Consultant	\$235
Manager	\$304
Senior Manager	\$365
Director	\$403
Vice President or higher	\$464

**Total NTE for Additional Services:** Rates above are not to exceed rates and exclude travel and related expense.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

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

**TITLE:**

---

**Change Order: TIGER Program Change Order No. 81 - Construction Services Amendment #23 - UTA Wayfinding Project (Granite Construction Company)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve and authorize the Executive Director to execute Change Order #81 (Phase 2 Construction Amendment 23) with Granite Construction, along with its associated disbursements, for the TIGER program UTA Wayfinding project in the amount of \$240,263.

---

**BACKGROUND:**

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. UTA entered into a Phase 1 Construction Manager/General Contractor (CM/GC) Agreement Pre-Construction Services with Granite Construction, dated April 11, 2018 (UTA Contract No. 18-2398TP). Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite.

According to the CM/GC process and pricing methodologies outlined in the Phase 1 Agreement, UTA and the Contractor have negotiated and agreed on Phase II construction amendments covering construction price, schedule, and scope of work for the construction services for the TIGER UTA Wayfinding Project on UTA property at FrontRunner stations.

---

**DISCUSSION:**

UTA plans to replace canopy wayfinding signage at 15 existing FrontRunner Stations. These signs are under

the existing canopies which indicate the station name. Vineyard Station is not included in this wayfinding replacement project as new signs were installed when the station was built and activated in 2022

We are asking the Board of Trustees to authorize the Executive Director, under the terms of the CM/GC contract, to execute a Phase 2 Construction Service Amendment 23 (Change Order 81) for an amount not to exceed \$240,263.04.

---

#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Granite Construction Company
<b>Contract Number:</b>	18-2398TP-081
<b>Base Contract Effective Dates:</b>	04/11/2018 - 12/31/2023
<b>Extended Contract Dates:</b>	Project completion date 8/21/2023
<b>Existing Contract Value:</b>	\$40,718,199 (includes all TIGER projects)
<b>Amendment Amount:</b>	\$240,263.04
<b>New/Total Contract Value:</b>	\$40,958,462 (total for all TIGER projects to date)
<b>Procurement Method:</b>	CM/GC
<b>Budget Authority:</b>	MSP205 2023-2027 Capital Plan

---

#### **ALTERNATIVES:**

Without approval UTA cannot fulfill their obligation per the TIGER grant to complete wayfinding projects.

---

#### **FISCAL IMPACT:**

This project will build or place wayfinding items that will need to be maintained for the riding public into the foreseeable future.

---

#### **ATTACHMENTS:**

Contract Change Order 81/Amendment 23

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



CHANGE ORDER

No. 81

TITLE: UTA\_WAY PH2 Construction Amendment 23

DATE: 2/8/2023

PROJECT/CODE: MSP205 - Tiger Grant Projects

This is a change order to  
CONTRACT No: 18-2398TP

TO: Granite Construction

ATTN: Eric Wells

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

UTA entered into a Phase 1 Construction Manager/General Contractor (CM/GC) Agreement Pre-Construction Services with Granite Construction, dated April 11, 2018 (UTA Contract No. 18-2398TP)

Due to the CM/GC process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the construction services for TIGER UTA Wayfinding Project on UTA property at FrontRunner stations.

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:	\$240,263	Original Contract Sum:	\$297,390	Final Completion Date Prior to This Change:	-
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$40,420,809	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$40,718,199	Final Completion Date as of This Change Order:	-
T&M NTE:	-	Net Change This Change Order:	\$240,263	ACCEPTED:	
Total:	\$240,263	Current Project Total:	\$40,958,462	By:  Date: 2/2/2023	

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Travis Colledge  
Project Manager <\$25,000

By: \_\_\_\_\_  
Date: \_\_\_\_\_

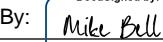
David Hancock  
Dir. of Capital Development <\$75,000

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_

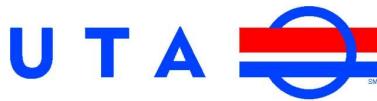
Vicki Woodward  
Procurement

By:   
Date: 2/2/2023

Mike Bell  
Attorney General >\$10,000

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Jay Fox  
Executive Director >\$200,000



## Change Order Summary Worksheet

### Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
1	7/20/2018	\$3,752,911	\$4,050,301	Reconstruct Grant Ave with Bike Lane
2	9/27/2018	\$971,141	\$5,021,442	Farmington Sidewalks
3	9/28/2018	\$369,916	\$5,391,358	Bountiful ADA Ramps
4	10/30/2018	\$417,707	\$5,809,065	Parley's Trail Connection - SSL
5	10/19/2018	\$126,750	\$5,935,815	South Jordan, Herriman and Draper Bike Lanes
6	11/16/2018	\$7,534	\$5,943,349	Changes to flatwork and landscaping at Farmington sidewalk
7	12/21/2018	\$77,618	\$6,020,967	Bollards at Parley's Trail
8	12/21/2018	\$24,115	\$6,045,082	Widening of Parleys Trail
9	12/21/2018	\$0	\$6,045,082	Revised final completion date for Bountiful Phase 2
10	9/28/2018	\$682,904	\$6,727,986	Summit County Bikeshare Stations
11	4/19/2019	\$360,023	\$7,088,009	Tooele County Bike Lanes - Phase 2 Agreement
12	4/19/2019	\$4,722	\$7,092,731	Revised Completion Dates For Parley's Trail and Grant Ave
13	6/4/2019	\$411,380	\$7,504,111	Phase 2 Contract Amendment No. 8 Midavale Crosswalk
14	7/19/2019	\$4,955	\$7,509,066	Additional Scope Items
15	7/31/2019	\$708,616	\$8,217,682	Phase 2 Contract Amendment No. 9 - GREENbike Expansion
16	8/19/2019	\$181,393	\$8,399,075	Phase 2 Contract Amendment No. 10 - Farmington additional
17	8/16/2019	(\$18,307)	\$8,380,768	Additional Scope for PCO's 23-24 and Phase 1 Cost
18	9/20/2019	\$20,394	\$8,401,162	Additional Scope for PCO's 27-32
19	9/18/2019	\$13,500	\$8,414,662	Additional Scope for PCO's 34, 37, 38 and 39
20	10/22/2019	\$859,498	\$9,274,160	Phase 2 Contract Amendment No. 11 - Sandy 10200 S Ped.
21	12/30/2019	\$1,910,880	\$11,185,040	Phase 2 Contract Amendment No. 12 - Sandy 10200 S Ped.
22	12/20/2019	\$11,638	\$11,196,678	Various Scope Modifications for PCOs 35, 40, 43, 44, and 45
23	1/17/2020	\$6,553	\$11,203,231	Various Scope Modifications (PCO's 33, 46, 48-49) and
24	3/20/2020	\$52,615	\$11,255,846	Various Scope Modifications (PCO's 52-57) and Project Time
25	4/17/2020	\$11,766	\$11,267,612	Phase 1 potholing for Lehi ped bridge
26	5/15/2020	(\$158,390)	\$11,109,222	Various Scope Modifications for PCOs 58-60
27	5/15/2020	\$4,113,281	\$15,222,503	Phase 2 Contract Amendment No. 13 - Lehi Overhead
28	5/15/2020	\$483,366	\$15,705,869	Phase 2 Contract Amendment No. 14 - Millcreek Sidewalk
29	6/19/2020	\$134,757	\$15,840,626	PCO-063-065 - Sandy Multi-Use Trail and Lehi Phase I
30	8/21/2020	\$186,044	\$16,026,670	Phase II Amendment for Sidewalk and Ped. Crossing at Old
31	8/21/2020	\$81,487	\$16,108,157	Various Scope Modifications for PCOs 67 - 73

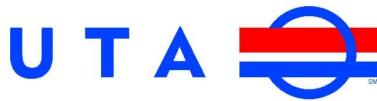


## Change Order Summary Worksheet

### Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
32	9/18/2020	\$9,857	\$16,118,014	Various Scope Modifications for PCOs 75-77
33	10/16/2020	\$58,040	\$16,176,054	Various Scope Modifications for PCOs 74 and 78
34	11/20/2020	\$21,501	\$16,197,555	Various Scope Modifications for PCOs 79-81
35	12/18/2020	\$0	\$16,197,555	WEJ_RRX_2 No Cost Time Extension
36	1/15/2021	\$4,484	\$16,202,039	Additional Traffic Control and Project Time Extension
37	2/19/2021	\$10,248	\$16,212,287	WVC_BKL_5 Potholing for WVC Bike Lanes
38	3/19/2021	\$968,399	\$17,180,686	Phase 2 Contract Amendment No. 16 - Lehi Pedestrian Bridge
39	3/19/2021	\$92,510	\$17,273,196	Various Scope Modifications for PCO-086-88
40	3/19/2021	\$2,746,708	\$20,019,904	Phase 2 Contract Amendment No. 17 - Folsom Trail
41	4/16/2021	\$6,732	\$20,026,636	LEH_OP_1 Abutment 1 Cold Weather Protection
42	5/21/2021	\$2,947,409	\$22,974,045	Phase 2 Contract Amendment No. 18 - West Valley Bike
43	5/21/2021	\$37,483	\$23,011,528	Various Scope Modifications for PCO-093-095
44	6/18/2021	\$1,997	\$23,013,525	Environmental Soil Sampling
45	7/16/2021	(\$26,891)	\$22,986,634	LEH_OP_1 Deductive change order to switch trail from
46	8/20/2021	\$3,975	\$22,990,609	Various Scope Modifications for PCO-100-101
47	8/20/2021	\$5,363,756	\$28,354,365	Phase 2 Contract Amendment No. 19 - SLC 300 N Ped
48	9/17/2021	\$33,924	\$28,388,289	Various Scope Modifications for PCO-103-106
49	10/15/2021	(\$77,624)	\$28,310,665	Various Scope Modifications for PCO-107-108
50	11/19/2021	\$111,311	\$28,421,976	Various Scope Modifications for PCO-109-111, 113-120
51	12/20/2021	\$4,074,356	\$32,496,332	Phase 2 Contract Amendment No. 20 - Provo Ped Bridge
52	12/17/2021	\$152,400	\$32,648,732	Various Scope Modifications for PCO-121, 123-127
53	1/21/2022	\$177,274	\$32,826,006	Various Scope Modifications for PCO-128-129, 132
54	2/18/2022	\$71,153	\$32,897,159	Various Scope Modifications for PCO 134, 137-141 and
55	2/18/2022	\$150,485	\$33,047,644	Various Scope Modifications for PCO's 135, 141, and 143
56	2/18/2022	\$173,277	\$33,220,921	Various Scope Modifications for PCO 133-134
57	2/18/2022	\$21,492	\$33,242,413	PRO_OP_1 Added PI scope
58	2/18/2022	\$28,613	\$33,271,026	SLC_MUP_1 Revised benches and trash receptacles
59	2/23/2022	\$1,273,832	\$34,544,858	SLC_OP_1 Phase 2 Contract Amendment No. 21 - Schedule
60	5/20/2022	\$13,799	\$34,558,657	Various Scope Modifications for PCO-136,142
61	5/20/2022	\$11,568	\$34,570,225	SLC_OP_1 West Water Connection
62	5/20/2022	\$0	\$34,570,225	WVC BKL 5 No Cost Time Extension #2



## Change Order Summary Worksheet

### Previously Authorized Changes

Contract	18-2398TP GRA
----------	---------------

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
63	8/4/2022	\$47,555	\$34,617,780	Various Scope Modifications for SLC_MUP_1 PCO 117, 125, 126
64	7/21/2022	\$8,907	\$34,626,687	SLC_OP_1 East Water Connection
65	8/19/2022	\$49,568	\$34,676,255	SLC_OP_1 Various Scope Modifications PCO 148,155
66	8/19/2022	\$12,442	\$34,688,697	SLC_MUP_1 ADA Ramps Bird Baths
67	8/19/2022	\$413,048	\$35,101,745	UTA_BKP_BSI Phase 2 Contract Amendment No. 22 - UTA
68	9/19/2022	\$191,288	\$35,293,033	WVC_BKL_5_Various_Scope_Modifications_PCO_131,137
69	9/16/2022	\$25,866	\$35,318,899	PRO_OP_1_Various_Scope_Modifications_PCO_159,161
71	11/3/2022	\$96,386	\$35,415,285	PRO_OP_1 Utility Relocations
72	9/16/2022	\$9,085	\$35,424,370	SLC_OP_1_RFI 117 & 119 Response Work
73	1/11/2023	\$318,069	\$35,742,439	SLC_OP_1 Elev Structure Paint & Steel Mod (PART A)
74	12/6/2022	\$4,571,872	\$40,314,311	PRO_OP_1_Contract amount increase
75	11/18/2022	\$29,132	\$40,343,443	PRO_OP_1 Early Materials and Conduits
76	11/18/2022	\$0	\$40,343,443	PRO_OP_1 No-cost Time Extension
78	12/16/2022	\$78,141	\$40,421,584	SLC_OP_1 PCO 176, 179
79	12/16/2022	\$194,815	\$40,616,399	SLC_OP_1 PCOs 173, 177, 180-181
80	12/16/2022	\$101,800	\$40,718,199	SLC_OP_1 Handrail & Upper Cap Addendum 6
Total to Date		\$ 40,420,809		

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -**  
**Phase 2 Construction Services Amendment No. 23**  
**(UTA Wayfinding Projects)**

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment (“**Amendment**”) is between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Granite Construction Company, a Utah corporation (“**Contractor**”).

**RECITALS**

- A. UTA is engaged in a Program to construct first and last mile improvements. (collectively, the “**Program**”).
- B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP and hereinafter the “**Phase 1 Agreement**”).
- C. Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the construction services for the Projects described in the scope of work on UTA property or near UTA trax and FrontRunner stations (the “**Project**”).
- D. UTA and Contractor desire to enter into the Phase 2 Construction Services Amendment No. 23 to include that scope, schedule, and price for the Project specified herein. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Projects.
- E. UTA and Contractor intend to enter into additional, separate and distinct Phase 2 construction services amendments for other projects that are part of the Program.

**AGREEMENT**

Therefore, the Parties agree as follows:

1. **Scope of Work.** Contractor shall perform the Work as depicted in Exhibit C and found in its entirety at, [\\capdev\\common\\MSP Projects\\MSP205 TIGER VIII First and Last mile projects\\1 Management\\1-3 Agreements\\Construction \(Granite\)\\Phase 2\\Amend 23 UTA Wayfinding Projects\\Amend 23\\Exhibit C-RFC Drawings](\\capdev\\common\\MSP Projects\\MSP205 TIGER VIII First and Last mile projects\\1 Management\\1-3 Agreements\\Construction (Granite)\\Phase 2\\Amend 23 UTA Wayfinding Projects\\Amend 23\\Exhibit C-RFC Drawings) “**Work**” also includes all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete construction of the Projects. The term “**Work**” does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

**2. Schedule.** (a) Contractor is authorized to commence all Work upon the execution of this Amendment. The Contractor's initial baseline project schedule is attached as Exhibit A.

(b) The Contractor shall achieve Substantial Completion of the entire Work under this Amendment no later than July 04, 2023 (the "**Substantial Completion Date**"). In the Contract Documents, "**Substantial Completion**" means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA and/or a Local Partner, as applicable, can occupy and use the Project for its intended purpose.

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than August 21, 2023 (the "**Final Completion Date**"). In this Agreement, "**Final Completion**" means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with this Agreement and the General Conditions.

(d) Time is of the essence with respect to the dates set forth in this section.

(e) Contractor acknowledges that if Substantial Completion is not attained by the Substantial Completion Date, UTA will incur significant losses, including loss of reputation, loss of potential government funding, and losses arising out of other contracts held by UTA related to the Project. Contractor acknowledges that those potential losses, while actual, are difficult to measure and determine with precision. If Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay UTA nine hundred and thirty dollars (\$930.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the Substantial Completion Date.

**3. Price and Payment.** (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum amount of TWO HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY THREE DOLLARS AND FOUR CENTS (\$240,263.04) and hereinafter the "**Contract Price**"), as more particularly set forth on the Price Form, attached as Exhibit B. The Contract Price does not include the Phase 1 Contract Pricing, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

**4. Contract Documents.** (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits, and specifically including the General Conditions;
- (3) The "Released for Construction" delivery package (the "RFC Drawings") for the Project, attached as Exhibit C, dated November 02, 2021, which is also included in the ProjectWise Site and IPCS.
- (4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;

- (5) The Phase 1 Agreement, including its exhibits, and specifically including the Federal Clauses and General Conditions;
- (6) The Contractor's Proposal in response to the RFP;
- (7) The RFP.

(b) The Parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The Parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the Parties as if repeated in this Agreement. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

**5. Representatives of the Parties.** (a) UTA designates Grey Turner as its Project Manager, and Dave Hancock as its Senior Representative. UTA's Contract Administrator for this Agreement is Brian Motes. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Mr. Motes, at the address set forth in Section 9.

(b) Contractor designates Casey Green as its Project Manager, and Eric Wells as its Senior Representative.

**6. Key Personnel.** (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

- (1) Project Manager: Casey Green
- (2) Construction Manager: Rhett Elton

(b) Contractor must obtain permission, in writing, from UTA's Senior Representative or his/her designee, prior to removal of the Key Personnel identified above. In connection with a request to

replace Key Personnel, the Contractor must identify a proposed replacement, who must meet the requirements of the position stated in the RFP.

**7. Bonds and Insurance.** (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit C of the Phase 1 Agreement, and comply with the obligations set forth therein.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Utah Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount sufficient to cover 100% of the Contract Price, and in a form acceptable to UTA. The Bonds may, as necessary, be consolidated with those for Work to be performed under other Phase 2 Amendments, subject to UTA's approval, provided that the combined amount of the Bonds is equal to the combined Contract Prices of all of the Phase 2 Amendments consolidated for this purpose. Contractor shall provide the Bonds to UTA prior to commencing any Work.

**8. Prevailing Wages.** Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit F Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

**9. UPRR Requirements.** The following requirements shall be enforceable by UTA for the benefit of UPRR:

A. Railroad Coordination Requirements: Contractor shall comply with all Railroad Coordination Requirements contained in Exhibit D (RAILROAD COORDINATION REQUIREMENTS)

B. Railroad Insurance Requirements: Contractor shall procure and maintain the insurance required by Exhibit E, (RAILROAD INSURANCE REQUIREMENTS)

C. Specific Indemnification: Contractor agrees, to the extent permitted by law, to save, release, defend, indemnify and hold harmless UTA and UPRR and their respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines, and penalties of whatsoever nature, including court costs and attorney's fees arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of UPRR or UTA) or loss of or damages to property whatsoever (including property of or in the custody of UPRR, UTA, or the Contractor) when such injury, death, loss or damage occurs or arises from (A) the negligent or wrongful construction of the Project, (B) the trespass upon UPRR's adjacent right of way and trackage by the Contractor, or breach of the terms and conditions of this Agreement or its Amendments.

D. Approval of Plan: Contractor understands that it shall not commence work or make changes on or to this Project until UPRR has provided its written approval of the Plans.

**10. Notices.** (a) To be deemed valid, all notices, requests, claims, demands and other communications between the Parties (“**Notices**”) must be in writing and addressed as follows:

If to the Utah Transit Authority:

Utah Transit Authority  
ATTN: Brian Motes  
669 West 200 South  
Salt Lake City, UT 84101

With a required copy to:

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

If to the Contractor:

Granite Construction Company  
ATTN: Eric Wells  
1000 N. Warm Springs Road  
Salt Lake City, UT 84116

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid. Notice shall be deemed received when received in hand by the Party, as set forth above.

(c) Either Party may change the address at which that Party desires to receive written notice by delivery of Notice of such change to the Party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

**11.. Counterparts.** The Parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

**12.. Effectiveness; Date.** The Amendment will become effective when all Parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual’s signature).

Each individual is signing this Amendment on the date stated opposite that individual’s signature.

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Jay Fox  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary DeLoretto

Date: \_\_\_\_\_

Chief Service Development  
Officer

By: \_\_\_\_\_  
Travis Colledge  
Project Manager

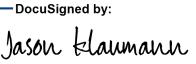
Date: \_\_\_\_\_

Approved as to Legal Form:

DocuSigned by:  
By:   
70E33A415BA44F6...  
Mike Bell  
Utah Transit Authority  
Legal Counsel

Date: 1/4/2023

**GRANITE CONSTRUCTION COMPANY**

DocuSigned by:  
By:   
38225A50566640F...  
Jason Klaumann  
Utah Region Vice President

Date: 1/5/2023

Contractor's Federal ID Number: 95-0519552

**EXHIBIT A**

Baseline Project Schedule

**EXHIBIT B**

Pricing Form

## EXHIBIT C

### RFC Drawings

**The complete set of drawings is incorporated by reference into this Exhibit C and may be found at:**

[\\capdev\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction \(Granite\)\Phase 2\Amend 23\\_UTA Wayfinding Projects\Amend 23\Exhibit C-RFC Drawings](\\capdev\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction (Granite)\Phase 2\Amend 23_UTA Wayfinding Projects\Amend 23\Exhibit C-RFC Drawings)

RFC Drawings Folder Include:

20221118 v3 FrontRunner Station ID Sign Design Drawing.pdf

## EXHIBIT D

### Wage Determination

General Decision Number: UT180030 04/06/2018 UT30

Superseded General Decision Number: UT20170030

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ENGI0003-021 07/01/2013

	Rates	Fringes
<b>OPERATOR: Power Equipment</b>		
(2a) Blade/Grader.....\$ 25.89	15.65	
(3) Front End Loader (Over 5 cu. yds.).....\$ 25.37	15.65	
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....\$ 24.37	15.65	
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....\$ 23.37	15.65	

(6) Screed.....	\$ 22.41	15.65
(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.65

-----  
ENGI0003-057 07/01/2013

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over)		
Mechanic.....	\$ 35.68	17.57
Front End Loader (Under 3 Yds.).....	\$ 29.69	15.09
Oiler.....	\$ 22.03	11.88

-----  
ENGI0003-066 07/01/2013

Excluding Natural Gas Pipeline Construction

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

(1) Mechanic.....	\$ 27.55	15.65
(3) Backhoe/Excavator.....	\$ 25.37	15.65
(4) Bulldozer.....	\$ 24.37	15.65
(5) Oiler.....	\$ 23.37	15.65

-----  
\* IRON0027-002 07/01/2017

Rates	Fringes
-------	---------

IRONWORKER

(Ornamental, Structural).....	\$ 27.18	20.55
-------------------------------	----------	-------

-----  
IRON0847-001 08/01/2013

Rates	Fringes
-------	---------

IRONWORKER, REINFORCING.....	\$ 26.61	11.60
------------------------------	----------	-------

-----  
LABO0295-022 07/01/2014

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

LABORER

Common or General, Flagger and Pipelayer.....	\$ 20.59	8.65
Formworker.....	\$ 20.85	8.65

-----  
LABO0295-039 07/01/2014

	Rates	Fringes
LABORER		
(1) Common or General and Flagger-Excluding Natural Gas Pipeline.....\$ 20.59		8.65
(3) Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....\$ 20.85		8.65
(5) Hand Held Drill.....\$ 21.65		8.65

-----  
TEAM0222-001 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....\$ 35.75		11.57
Group 2:		
A-Frame, Challenger (For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....\$ 35.19		11.57
Group 3:		
Ambulance, Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).\$ 34.85		11.57

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic  
Group 2: Stringer Truck

-----  
TEAM0222-021 07/01/2017

## EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated) .....	\$ 24.64	11.47
TRUCK DRIVER (Concrete Pumping) .....	\$ 22.30	11.47
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 22.07	11.47
8 cu. yds. to less than 14 cu. yds.....	\$ 22.22	11.47
14 cu. yds. to less than 35 cu. yds.....	\$ 22.37	11.47
35 cu. yds. to less than 55 cu. yds.....	\$ 22.57	11.47
55 cu. yds. to less than 75 cu. yds.....	\$ 22.77	11.47
75 cu. yds. to less than 95 cu. yds.....	\$ 22.97	11.47
95 cu. yds. to less than 105 cu. yds.....	\$ 23.17	11.47
105 cu. yds. to less than 130 cu. yds.....	\$ 23.29	11.47
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 21.97	11.47
10 tons to less than 15 tons.....	\$ 22.12	11.47
15 tons to less than 20 tons.....	\$ 22.22	11.47
20 tons and over.....	\$ 22.37	11.47
Pickup Truck.....	\$ 21.90	11.47
TRUCK DRIVER (Lowboy) .....	\$ 25.14	11.47
TRUCK DRIVER (Oil Spreader) .....	\$ 25.14	11.47
TRUCK DRIVER (Tiremen and Greaser) .....	\$ 22.47	11.47
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 22.30	11.47
Over 8 cu. yds. to 14 cu. yds.....	\$ 22.40	11.47
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....	\$ 21.95	11.47
1,200 gal. to less than 2,500 gal.....	\$ 22.07	11.47
2,500 gal. to less than 4,000 gal.....	\$ 22.22	11.47
4,000 gal. to less than 6,000 gal.....	\$ 22.52	11.47
6,000 gal. to less than 10,000 gal.....	\$ 22.77	11.47
10,000 gal. to less than 10,000 gal.....	\$ 22.77	11.47

15,000 gal.....\$ 23.02	11.47
15,000 gal. to less than	
20,000 gal.....\$ 23.27	11.47
20,000 gal. to less than	
25,000 gal.....\$ 23.62	11.47
25,000 gal. and over.....\$ 23.77	11.47

-----  
SUUT2008-042 08/19/2008

Rates	Fringes
-------	---------

CARPENTER, Includes Form Work (Excludes Natural Gas Pipeline Construction Form Work) .....	\$ 12.21	0.45
CEMENT MASON/CONCRETE FINISHER....	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction) .....	\$ 14.02	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction) .....	\$ 19.98	0.00
WATER & SEWER LINES: Operator - Backhoe/Trackhoe.....	\$ 17.41	5.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## EXHIBIT E

### Wage Determination

General Decision Number: UT180029 04/06/2018 UT29

Superseded General Decision Number: UT20170029

State: Utah

Construction Type: Heavy

County: Salt Lake County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ELEC0057-002 03/01/2015

Rates	Fringes
-------	---------

LINE CONSTRUCTION

Lineman.....\$ 42.94	13.32
----------------------	-------

-----  
ENGI0003-005 07/01/2013

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

(1) Mechanic-Excluding  
Natural Gas Pipeline

Construction.....\$ 27.55	15.65
---------------------------	-------

(2A) Blade/Grader.....\$ 25.89	15.65
--------------------------------	-------

(3) Backhoe/Excavator, Front End Loader(Over 5 cu.yds.).....\$ 25.37	15.65
(4) Asphalt Paver, Bulldozer, Front End Loader(2 to 5 cu. yds.), Grade Setter, Oil Distributor, Scraper.....\$ 24.37	15.65
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader(Under 2 cu. yds.), Oiler.....\$ 23.37	15.65
(6) Scree.....\$ 22.41	15.65
(7) Roller(Dirt and Grade Compaction).....\$ 21.50	15.65

-----  
ENGI0003-056 07/01/2013

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

OPERATOR: Power Equipment Backhoe/Excavator/Trackhoe, Blade/Grader, Boom, Bulldozer, Mechanic.....\$ 35.68	17.57
Oiler.....\$ 22.03	11.88

-----  
\* IRON0027-002 07/01/2017

Rates	Fringes
-------	---------

IRONWORKER (Ornamental, Structural).....\$ 27.18	20.55
---	-------

-----  
IRON0847-001 08/01/2013

Rates	Fringes
-------	---------

IRONWORKER, REINFORCING.....\$ 26.61	11.60
--------------------------------------	-------

-----  
LABO0295-006 07/01/2014

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

LABORER Common or General, Pipelay.....\$ 20.59	8.65
Pot Tender and Sand blaster.....\$ 20.85	8.65

-----  
LABO0295-015 07/01/2014

Rates	Fringes
-------	---------

LABORER

(1) Flagger.....	\$ 20.59	8.65
(3) Mason Tender		
(Cement/Concrete), Hand		
Held Saw, Jackhammer,		
Power Saw.....	\$ 20.85	8.65
(5) Hand Held Drill.....	\$ 21.65	8.65

-----  
LABO0295-038 07/01/2014

Excluding Natural Gas Pipeline & Water/Sewer Line Construction

	Rates	Fringes
LABORER (1) Common or General)....	\$ 20.59	8.65

-----  
TEAM0222-001 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low		
Boy, Rollagon or Similar		
type Equipment, Truck		
Mechanic.....	\$ 35.75	11.57
Group 2:		
A-Frame, Challenger (For		
transportation purposes),		
Forklift, Fuel Truck, Gin		
Pole, Rubber-Tired		
Tractor, Tandem Float (4		
& 5 Axle), Track		
Truck/All-Track Dumper		
Equipment, Vacuum Truck,		
Winch Truck.....	\$ 35.19	11.57
Group 3:		
Ambulance , Bus, Dump		
Truck (2 and 3 axle),		
Flatbed Truck (2 and 3		
axle), Grease Truck, Hot		
Pass Truck (3 axle),		
Jeep, Pick-up, Single		
Axle Float (3 axle), Skid		
Truck (2 and 3 axle),		
Station Wagon, Stringer		
Bead & Hot Pass (2 axle),		
Swamp Buggy/ Marsh Buggy,		
or similar type		
equipment, Team Driver,		
Water Truck (2 and 3 axle).\$ 34.85		11.57

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic  
 Group 2: Stringer Truck

-----  
 SUUT2008-039 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.63	0.97
CEMENT MASON/CONCRETE FINISHER....	\$ 17.06	3.16
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.00	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction).....	\$ 14.44	3.99
WATER & SEWER LINES: Laborer, Common or General.....	\$ 12.81	0.00
WATER & SEWER LINES: Operator - Backhoe/Trackhoe.....	\$ 16.50	0.00

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## EXHIBIT F

General Decision Number: UT180037 04/06/2018 UT37

Superseded General Decision Number: UT20170037

State: Utah

Construction Type: Heavy

County: Weber County in Utah.

Including Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ENGI0003-020 07/01/2013

	Rates	Fringes
<b>OPERATOR: Power Equipment</b>		
(1) Mechanic.....\$ 27.55	15.65	
(3) Front End Loader(Over		
5 cu.yds.).....\$ 25.37	15.65	
(4) Asphalt Paver, Front		
End Loader(2 to 5 cu.		
yds.), Oil Distributor,		
Scraper.....\$ 24.37	15.65	
(5) Asphalt Roller,		
Bobcat/Skid loader, Front		
End Loader(Under 2 cu.		
yds.), Oiler.....\$ 23.37	15.65	
(6) Screeed.....\$ 22.41	15.65	
(7) Roller(Dirt and Grade		

Compaction) .....	\$ 21.50	15.65
-------------------	----------	-------

-----  
ENGI0003-055 07/01/2013

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

Backhoe/Excavator/Trackhoe, Blade/Grader, Boom, Bulldozer) .....	\$ 35.68	17.57
--	----------	-------

-----  
ENGI0003-065 07/01/2013

Excluding Natural Gas Pipeline Construction

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

(2a) Blade Grader.....	\$ 25.89	15.65
(3) Backhoe/Excavator.....	\$ 25.37	15.65
(4) Bulldozer.....	\$ 24.37	15.65

-----  
\* IRON0027-002 07/01/2017

Rates	Fringes
-------	---------

IRONWORKER

(Ornamental, Structural) .....	\$ 27.18	20.55
--------------------------------	----------	-------

-----  
IRON0847-001 08/01/2013

Rates	Fringes
-------	---------

IRONWORKER, REINFORCING) .....	\$ 26.61	11.60
--------------------------------	----------	-------

-----  
LABO0295-011 07/01/2014

Rates	Fringes
-------	---------

LABORER

(1) Common or General, Flagger.....	\$ 20.59	8.65
(3) Mason Tender (Cement/Concrete) .....	\$ 20.85	8.65
(4) Asphalt Raker.....	\$ 21.11	8.65

-----  
TEAM0222-016 07/01/2017

Rates	Fringes
-------	---------

TRUCK DRIVER (Articulated) .....	\$ 24.64	11.47
----------------------------------	----------	-------

TRUCK DRIVER (Concrete Pumping) .....	\$ 22.30	11.47
--	----------	-------

TRUCK DRIVER (Dump Truck, Bottom-end or side)		
--	--	--

Less than 8 cu. yds.....\$ 22.07	11.47
8 cu. yds. to less than 14 cu. yds.....\$ 22.22	11.47
14 cu. yds. to less than 35 cu. yds.....\$ 22.37	11.47
35 cu. yds. to less than 55 cu. yds.....\$ 22.57	11.47
55 cu. yds. to less than 75 cu. yds.....\$ 22.77	11.47
75 cu. yds. to less than 95 cu. yds.....\$ 22.97	11.47
95 cu. yds. to less than 105 cu. yds.....\$ 23.17	11.47
105 cu. yds. to less than 130 cu. yds.....\$ 23.29	11.47
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)	
Less than 10 tons.....\$ 21.97	11.47
10 tons to less than 15 tons.....\$ 22.12	11.47
15 tons to less than 20 tons.....\$ 22.22	11.47
20 tons and over.....\$ 22.37	11.47
Pickup Truck.....\$ 21.90	11.47
TRUCK DRIVER (Lowboy).....\$ 25.14	11.47
TRUCK DRIVER (Oil Spreader).....\$ 25.14	11.47
TRUCK DRIVER (Tiremen and Greaser).....\$ 22.47	11.47
TRUCK DRIVER (Transit Mix)	
0 cu. yds. to 8 cu. yds.....\$ 22.30	11.47
Over 8 cu. yds. to 14 cu. yds.....\$ 22.40	11.47
TRUCK DRIVER (Water, Fuel & Oil Tank)	
less than 1,200 gal.....\$ 21.95	11.47
1,200 gal. to less than 2,500 gal.....\$ 22.07	11.47
2,500 gal. to less than 4,000 gal.....\$ 22.22	11.47
4,000 gal. to less than 6,000 gal.....\$ 22.52	11.47
6,000 gal. to less than 10,000 gal.....\$ 22.77	11.47
10,000 gal. to less than 15,000 gal.....\$ 23.02	11.47
15,000 gal. to less than 20,000 gal.....\$ 23.27	11.47
20,000 gal. to less than 25,000 gal.....\$ 23.62	11.47
25,000 gal. and over.....\$ 23.77	11.47

-----  
SUUT2008-044 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work....\$ 16.13		0.00

CEMENT MASON/CONCRETE FINISHER....	\$ 15.80	0.00
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.63	0.98
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 14.63	0.00
OPERATOR: Crane.....	\$ 27.49	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline Construction).....	\$ 19.98	0.00

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## EXHIBIT G

General Decision Number: UT180028 04/06/2018 UT28

Superseded General Decision Number: UT20170028

State: Utah

Construction Type: Heavy

County: Davis County in Utah.

Including Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ENGI0003-020 07/01/2013

	Rates	Fringes
<b>OPERATOR: Power Equipment</b>		
(1) Mechanic.....\$ 27.55	15.65	
(3) Front End Loader(Over		
5 cu.yds.).....\$ 25.37	15.65	
(4) Asphalt Paver, Front		
End Loader(2 to 5 cu.		
yds.), Oil Distributor,		
Scraper.....\$ 24.37	15.65	
(5) Asphalt Roller,		
Bobcat/Skid loader, Front		
End Loader(Under 2 cu.		
yds.), Oiler.....\$ 23.37	15.65	
(6) Scree.....\$ 22.41	15.65	
(7) Roller(Dirt and Grade		

Compaction) .....	\$ 21.50	15.65
-------------------	----------	-------

-----  
ENGI0003-055 07/01/2013

Natural Gas Pipeline Construction Only

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

Backhoe/Excavator/Trackhoe, Blade/Grader, Boom, Bulldozer) .....	\$ 35.68	17.57
--	----------	-------

-----  
ENGI0003-065 07/01/2013

Excluding Natural Gas Pipeline Construction

Rates	Fringes
-------	---------

OPERATOR: Power Equipment

(2a) Blade Grader.....	\$ 25.89	15.65
(3) Backhoe/Excavator.....	\$ 25.37	15.65
(4) Bulldozer.....	\$ 24.37	15.65

-----  
\* IRON0027-002 07/01/2017

Rates	Fringes
-------	---------

IRONWORKER

(Ornamental, Structural) .....	\$ 27.18	20.55
--------------------------------	----------	-------

-----  
IRON0847-001 08/01/2013

Rates	Fringes
-------	---------

IRONWORKER, REINFORCING.....\$ 26.61 11.60

-----  
LABO0295-012 07/01/2014

Rates	Fringes
-------	---------

LABORER

(1) Flagger.....	\$ 20.59	8.65
(3) Mason Tender (Cement/Concrete) .....	\$ 20.85	8.65
(4) Asphalt Raker.....	\$ 21.11	8.65

-----  
SUUT2008-036 08/19/2008

Rates	Fringes
-------	---------

CARPENTER, Includes Form Work....\$ 16.13 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 15.80 0.00

ELECTRICIAN.....\$ 23.74 7.64

LABORER: Common or General.....\$ 11.12	0.00
LABORER: Landscape.....\$ 7.25	0.00
LABORER: Pipelayer.....\$ 14.63	0.98
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....\$ 14.63	0.00
OPERATOR: Crane.....\$ 27.49	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline Construction).....\$ 19.98	0.00
TRUCK DRIVER.....\$ 14.80	6.46

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**PROJECT:**  
**PROJECT ID:**  
**MILESTONE:**

**UTA Wayfinding 12.16.22**  
**Wayfinding Signs**  
**RFC PLAN SET**

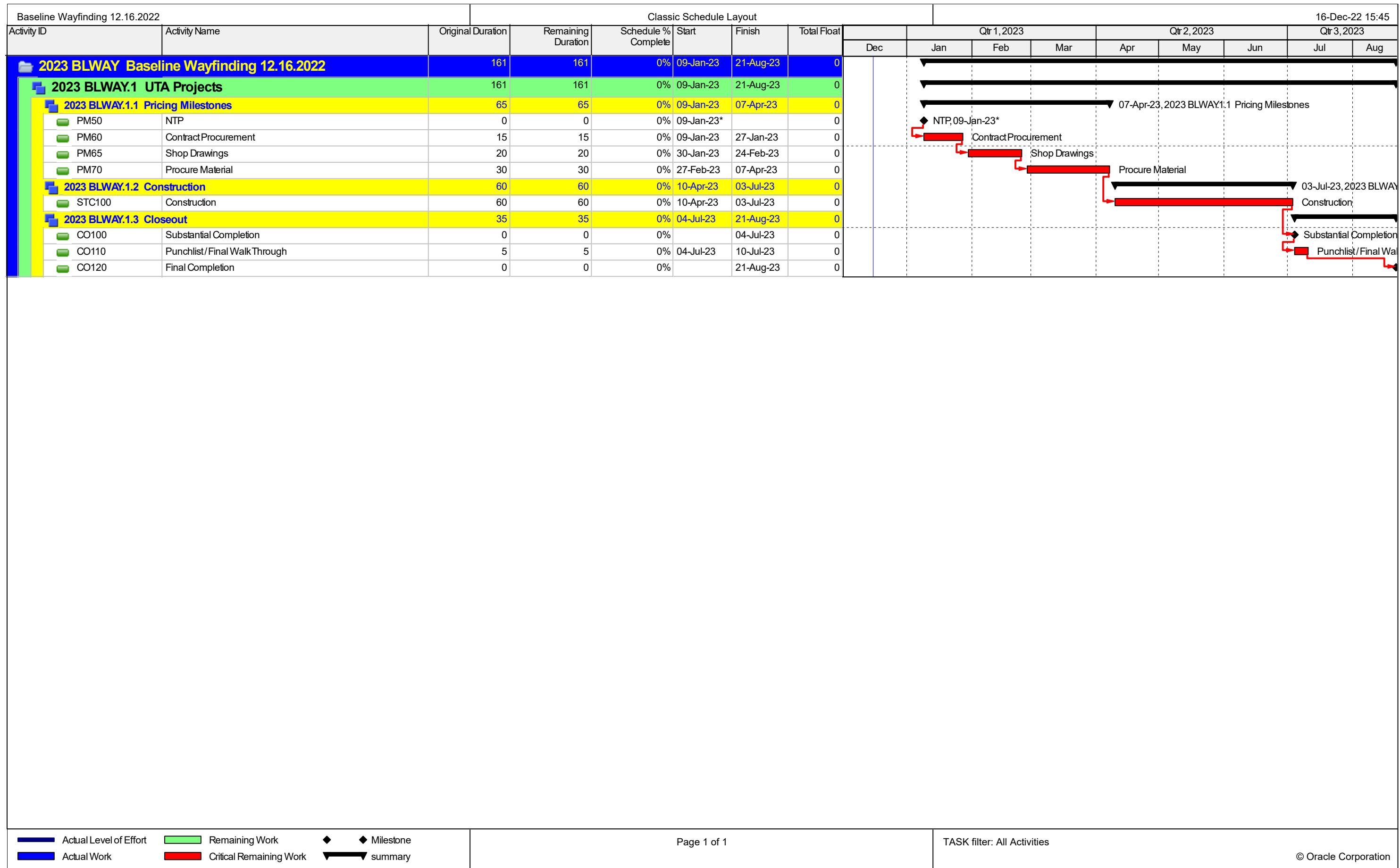
Item #	Item	RFC Quantity	Units	Granite RFC Unit Cost	Granite RFC Total Cost
A-1	MOBILIZATION (INSURANCE/PERMIT/MOB)	1	LS	\$ 4,215.99	\$ 4,215.99
A-2	QA/QC	1	LS	\$ 14,730.00	\$ 14,730.00
B-1	WAYFINDING SIGN - TIGER GRANT QUANTITY	76	EA	\$ 1,345.15	\$ 102,231.40
B-2	WAYFINDING SIGN - CX QUANTITY	44	EA	\$ 1,345.15	\$ 59,186.60
				<b>SUBTOTAL</b>	<b>\$ 180,363.99</b>
				<b>INDIRECTS</b>	<b>\$ 34,156.58</b>
				<b>MARKUP (12%)</b>	<b>\$ 25,742.47</b>
				<b>TOTAL</b>	<b>\$ 240,263.04</b>

Item #	Contingency Item	Quantity	Units	Contingency Loaded Rate	Contingency Loaded Rate
C-1	NEW SIGN FRAME - LOADED UNIT RATE	1	EA	\$ 3,303.80	\$ 3,303.80

10.18.22 UTA Price Sheet Wayfinding

Frontrunner	Ogden to SLC Central (North)	Stations	Sign No.	Sign Description	Unit	Quantity	Unit Price	Item Cost				
		8	2A	Cummuter Rail Station ID	EA	68	\$700	\$47,600				
Murray Central to Provo (South)	Stations*	Sign No.	Sign Description	Unit	Quantity	Unit Price	Item Cost					
<i>* excludes Vineyard</i>					Sign Total	120	\$84,000					
					Shipping	120	\$2,500					
					Installation	120	\$600	\$72,000				
<b>Total Materials Cost plus Construction Cost</b>					LUMP	100%		<b>\$158,500</b>				
<b>Contingency/Change Orders</b>					LUMP	30%		<b>\$47,550</b>				
<b>Contractor Markup, Overhead, &amp; Profit</b>					LUMP	12%		<b>\$19,020</b>				
<b>Contractor Ins. Mob Quality Fee</b>					LUMP	5%		<b>\$30,000</b>				
<b>UTA Project Management &amp; Construction Oversight (5% of construction costs)</b>					LUMP	5%						
<b>UTA Environmental Coordination</b>					LUMP	2%						
<b>Consultant Structural Design</b>					LUMP	5%						
<b>Insurance</b>					LUMP	4%						
							<b>Total Cost</b>	<b>\$255,070</b>				

Canopy Count North	20
Canopy Count South	13
Total Canopy Count	33
Cost Per Canopy	\$7,729
TIGER Canopy Count	22
CX Canopy Count	\$170,047
	\$85,023





# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

Board of Trustees

Date: 2/8/2023

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Grey Turner, Manager of Engineering & Design

---

**TITLE:**

**Change Order: TIGER Program Change Order No. 82 - 300 North Salt Lake City Overhead Pedestrian Bridge  
Elevator Structure Modifications (Granite Construction Company)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve and authorize the Executive Director to execute change order no. 82 and associated disbursements with Granite Construction for the Salt Lake City 300 North Overhead Pedestrian Bridge Elevator Structure Modifications in the amount of \$132,074.

---

**BACKGROUND:**

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. In April of 2018 an RFP was issued for construction manager/general contractor services, following which a contract was executed with Granite Construction Company for phase 1 pre-construction services. Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite. For the past four years the Board of Trustees has delegated authority to execute TIGER project amendments to the Executive Director through annual resolutions which outlined the parameters for delegating authority.

Board resolution R2021-01-04 authorized execution of a contract amendment in the amount of \$5,363,756.00 for the Salt Lake City 300 North Overhead Pedestrian Bridge. R2022-02-01 authorized execution of a second amendment for the Salt Lake Pedestrian Bridge in the amount of \$1,522,216.60.

The 300 North pedestrian bridge elevator towers were constructed with structural steel instead of the originally intended weathering steel. In order to keep the structural steel in place - several modifications needed to be made and the structural steel will now need to be painted. On August 25, 2022, Granite Construction sent UTA a potential change order regarding Elevator Structure Paint and Steel Modifications for the Salt Lake City 300 North Overhead Pedestrian Bridge in the amount of \$520,036. This change order was for a roof modification, the paint change, and the time needed to make these changes. To avoid additional delay charges and have the contractor begin work, UTA issued a

Direction or Authorization to Proceed (DAP) for \$520,036 to Granite Construction to begin this work. The DAP was brought to the Board and discussed as an informational item in the September 14, 2022 Board Meeting. UTA continued to work through questions, comments, and scope items relating to the PCO and reduced the amount to \$462,641.

To track the change order more efficiently and eliminate confusion, it was divided into 3 parts (A, B, and C) as outlined below:

Part A includes the paint specification change and associated special inspections, blasting and paint credit, steel modifications to the elevator tower upper roof, Granite's overhead, traffic control, QA/QC, public involvement, erosion control, and railroad protective liability insurance extension. The total cost of Part A is \$318,069 and was approved in the 1/11/2023 Board Meeting.

Part B includes the closure plate materials and welding to the structure. The total cost of Part B is \$132,074. This is what is currently being requested for approval.

Part C includes the elevator storage. The elevators were a long lead item that were ordered prior to delays. As a result of the delays, the elevators have arrived and need to be stored until installed on the job site. A separate board memo will be prepared for the elevator storage change order.

---

#### **DISCUSSION:**

This Board agenda item is dealing specifically with change order no. 82, which encompasses Part B for the amount of \$132,074. Part A was previously approved and the exact amount of Part C is not entirely known at this time, but will be brought to the board for approval once that is finalized.

---

#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Granite Construction Company
<b>Contract Number:</b>	18-2398TP-082
<b>Base Contract Effective Dates:</b>	April 11, 2018-Nov 23, 2022
<b>Extended Contract Dates:</b>	Nov 30, 2023
<b>Existing Contract Value:</b>	\$40,958,462 (includes all TIGER projects)
<b>Amendment Amount:</b>	\$132,074
<b>New/Total Contract Value:</b>	\$41,090,536 (total for all TIGER projects)
<b>Procurement Method:</b>	CM/GC
<b>Budget Authority:</b>	5-year Capital Plan

---

#### **ALTERNATIVES:**

Without approval, Granite cannot continue with their work and UTA will incur further delay costs.

---

#### **FISCAL IMPACT:**

This project is in the 5-year Capital Plan. This change order adds \$132,074 to the project cost. Sufficient funds exist in the TIGER Program budget to cover this change order. Ownership of this pedestrian bridge will transfer to the city once the project is complete and the bill of sale is issued.

---

**ATTACHMENTS:**

Change Order No. 82\_300 North Ped Bridge Elevator Structure Paint and Steel Mods

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



CHANGE ORDER

No. 82

TITLE: SLC\_OP\_1 Elevator Structure Paint &amp; Steel (PART B)

DATE: 2/8/2023

PROJECT/CODE: MSP205 - Tiger Grant Projects

This is a change order to  
CONTRACT No: 18-2398TP

TO: Granite Construction

ATTN: Eric Wells

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

The original PCO 139 is now broken up into 3 parts. Part B is for the closure plates, which were requested to be billed on a Time & Materials basis.

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:	-	Original Contract Sum:	\$297,390	Final Completion Date Prior to This Change:	-
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$40,661,072	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$40,958,462	Final Completion Date as of This Change Order:	-
T&M NTE:	\$132,074	Net Change This Change Order:	\$132,074	ACCEPTED:	DocuSigned by: By: Date: 2/8/2023 10:58:47A...
Total:	\$132,074	Current Project Total:	\$41,090,536	Eric Wells	Granite Construction

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Grey Turner  
Project Manager <\$25,000

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_

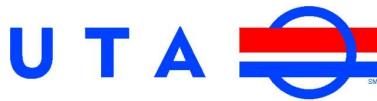
Vicki Woodward  
Procurement

By:   
Date: 2/8/2023 10:58:44F6...

Mike Bell  
Attorney General >\$10,000

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Jay Fox  
Executive Director >\$200,000

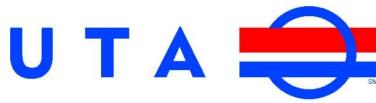


## Change Order Summary Worksheet

### Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
1	7/20/2018	\$3,752,911	\$4,050,301	Reconstruct Grant Ave with Bike Lane
2	9/27/2018	\$971,141	\$5,021,442	Farmington Sidewalks
3	9/28/2018	\$369,916	\$5,391,358	Bountiful ADA Ramps
4	10/30/2018	\$417,707	\$5,809,065	Parley's Trail Connection - SSL
5	10/19/2018	\$126,750	\$5,935,815	South Jordan, Herriman and Draper Bike Lanes
6	11/16/2018	\$7,534	\$5,943,349	Changes to flatwork and landscaping at Farmington sidewalk
7	12/21/2018	\$77,618	\$6,020,967	Bollards at Parley's Trail
8	12/21/2018	\$24,115	\$6,045,082	Widening of Parleys Trail
9	12/21/2018	\$0	\$6,045,082	Revised final completion date for Bountiful Phase 2
10	9/28/2018	\$682,904	\$6,727,986	Summit County Bikeshare Stations
11	4/19/2019	\$360,023	\$7,088,009	Tooele County Bike Lanes - Phase 2 Agreement
12	4/19/2019	\$4,722	\$7,092,731	Revised Completion Dates For Parley's Trail and Grant Ave
13	6/4/2019	\$411,380	\$7,504,111	Phase 2 Contract Amendment No. 8 Midavale Crosswalk
14	7/19/2019	\$4,955	\$7,509,066	Additional Scope Items
15	7/31/2019	\$708,616	\$8,217,682	Phase 2 Contract Amendment No. 9 - GREENbike Expansion
16	8/19/2019	\$181,393	\$8,399,075	Phase 2 Contract Amendment No. 10 - Farmington additional
17	8/16/2019	(\$18,307)	\$8,380,768	Additional Scope for PCO's 23-24 and Phase 1 Cost
18	9/20/2019	\$20,394	\$8,401,162	Additional Scope for PCO's 27-32
19	9/18/2019	\$13,500	\$8,414,662	Additional Scope for PCO's 34, 37, 38 and 39
20	10/22/2019	\$859,498	\$9,274,160	Phase 2 Contract Amendment No. 11 - Sandy 10200 S Ped.
21	12/30/2019	\$1,910,880	\$11,185,040	Phase 2 Contract Amendment No. 12 - Sandy 10200 S Ped.
22	12/20/2019	\$11,638	\$11,196,678	Various Scope Modifications for PCOs 35, 40, 43, 44, and 45
23	1/17/2020	\$6,553	\$11,203,231	Various Scope Modifications (PCO's 33, 46, 48-49) and
24	3/20/2020	\$52,615	\$11,255,846	Various Scope Modifications (PCO's 52-57) and Project Time
25	4/17/2020	\$11,766	\$11,267,612	Phase 1 potholing for Lehi ped bridge
26	5/15/2020	(\$158,390)	\$11,109,222	Various Scope Modifications for PCOs 58-60
27	5/15/2020	\$4,113,281	\$15,222,503	Phase 2 Contract Amendment No. 13 - Lehi Overhead
28	5/15/2020	\$483,366	\$15,705,869	Phase 2 Contract Amendment No. 14 - Millcreek Sidewalk
29	6/19/2020	\$134,757	\$15,840,626	PCO-063-065 - Sandy Multi-Use Trail and Lehi Phase I
30	8/21/2020	\$186,044	\$16,026,670	Phase II Amendment for Sidewalk and Ped. Crossing at Old
31	8/21/2020	\$81,487	\$16,108,157	Various Scope Modifications for PCOs 67 - 73

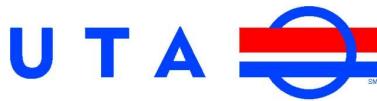


## Change Order Summary Worksheet

### Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
32	9/18/2020	\$9,857	\$16,118,014	Various Scope Modifications for PCOs 75-77
33	10/16/2020	\$58,040	\$16,176,054	Various Scope Modifications for PCOs 74 and 78
34	11/20/2020	\$21,501	\$16,197,555	Various Scope Modifications for PCOs 79-81
35	12/18/2020	\$0	\$16,197,555	WEJ_RRX_2 No Cost Time Extension
36	1/15/2021	\$4,484	\$16,202,039	Additional Traffic Control and Project Time Extension
37	2/19/2021	\$10,248	\$16,212,287	WVC_BKL_5 Potholing for WVC Bike Lanes
38	3/19/2021	\$968,399	\$17,180,686	Phase 2 Contract Amendment No. 16 - Lehi Pedestrian Bridge
39	3/19/2021	\$92,510	\$17,273,196	Various Scope Modifications for PCO-086-88
40	3/19/2021	\$2,746,708	\$20,019,904	Phase 2 Contract Amendment No. 17 - Folsom Trail
41	4/16/2021	\$6,732	\$20,026,636	LEH_OP_1 Abutment 1 Cold Weather Protection
42	5/21/2021	\$2,947,409	\$22,974,045	Phase 2 Contract Amendment No. 18 - West Valley Bike
43	5/21/2021	\$37,483	\$23,011,528	Various Scope Modifications for PCO-093-095
44	6/18/2021	\$1,997	\$23,013,525	Environmental Soil Sampling
45	7/16/2021	(\$26,891)	\$22,986,634	LEH_OP_1 Deductive change order to switch trail from
46	8/20/2021	\$3,975	\$22,990,609	Various Scope Modifications for PCO-100-101
47	8/20/2021	\$5,363,756	\$28,354,365	Phase 2 Contract Amendment No. 19 - SLC 300 N Ped
48	9/17/2021	\$33,924	\$28,388,289	Various Scope Modifications for PCO-103-106
49	10/15/2021	(\$77,624)	\$28,310,665	Various Scope Modifications for PCO-107-108
50	11/19/2021	\$111,311	\$28,421,976	Various Scope Modifications for PCO-109-111, 113-120
51	12/20/2021	\$4,074,356	\$32,496,332	Phase 2 Contract Amendment No. 20 - Provo Ped Bridge
52	12/17/2021	\$152,400	\$32,648,732	Various Scope Modifications for PCO-121, 123-127
53	1/21/2022	\$177,274	\$32,826,006	Various Scope Modifications for PCO-128-129, 132
54	2/18/2022	\$71,153	\$32,897,159	Various Scope Modifications for PCO 134, 137-141 and
55	2/18/2022	\$150,485	\$33,047,644	Various Scope Modifications for PCO's 135, 141, and 143
56	2/18/2022	\$173,277	\$33,220,921	Various Scope Modifications for PCO 133-134
57	2/18/2022	\$21,492	\$33,242,413	PRO_OP_1 Added PI scope
58	2/18/2022	\$28,613	\$33,271,026	SLC_MUP_1 Revised benches and trash receptacles
59	2/23/2022	\$1,273,832	\$34,544,858	SLC_OP_1 Phase 2 Contract Amendment No. 21 - Schedule
60	5/20/2022	\$13,799	\$34,558,657	Various Scope Modifications for PCO-136,142
61	5/20/2022	\$11,568	\$34,570,225	SLC_OP_1 West Water Connection
62	5/20/2022	\$0	\$34,570,225	WVC BKL 5 No Cost Time Extension #2



## Change Order Summary Worksheet

### Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$297,390	
63	8/4/2022	\$47,555	\$34,617,780	Various Scope Modifications for SLC_MUP_1 PCO 117, 125, 126
64	7/21/2022	\$8,907	\$34,626,687	SLC_OP_1 East Water Connection
65	8/19/2022	\$49,568	\$34,676,255	SLC_OP_1 Various Scope Modifications PCO 148,155
66	8/19/2022	\$12,442	\$34,688,697	SLC_MUP_1 ADA Ramps Bird Baths
67	8/19/2022	\$413,048	\$35,101,745	UTA_BKP_BSI Phase 2 Contract Amendment No. 22 - UTA
68	9/19/2022	\$191,288	\$35,293,033	WVC_BKL_5_Various_Scope_Modifications_PCO_131,137
69	9/16/2022	\$25,866	\$35,318,899	PRO_OP_1_Various_Scope_Modifications_PCO_159,161
71	11/3/2022	\$96,386	\$35,415,285	PRO_OP_1 Utility Relocations
72	9/16/2022	\$9,085	\$35,424,370	SLC_OP_1_RFI 117 & 119 Response Work
73	1/11/2023	\$318,069	\$35,742,439	SLC_OP_1 Elev Structure Paint & Steel Mod (PART A)
74	12/6/2022	\$4,571,872	\$40,314,311	PRO_OP_1_Contract amount increase
75	11/18/2022	\$29,132	\$40,343,443	PRO_OP_1 Early Materials and Conduits
76	11/18/2022	\$0	\$40,343,443	PRO_OP_1 No-cost Time Extension
78	12/16/2022	\$78,141	\$40,421,584	SLC_OP_1 PCO 176, 179
79	12/16/2022	\$194,815	\$40,616,399	SLC_OP_1 PCOs 173, 177, 180-181
80	12/16/2022	\$101,800	\$40,718,199	SLC_OP_1 Handrail & Upper Cap Addendum 6
81	2/8/2023	\$240,263	\$40,958,462	UTA_WAY PH2 Construction Amendment 23
Total to Date		\$ 40,661,072		



REVISION 4: December 8, 2022

**Grey Turner**  
**UTA**  
**669 West 200 South**  
**Salt Lake City, UT 84104**

Reference: SLC\_OP\_1 – 300 N Pedestrian Bridge  
 Subject: PCO #139.04 PART B – Elevator Structure Paint and Steel Modifications – 300 N

Mr. Turner,

The information below and following capture the changes stemming from responses to RFI 87, 94, and 110.

The original PCO 139 is now broken up into 3 parts. Part B is for the closure plates, which were requested to be billed on a Time & Materials basis. The below table reflects actual costs incurred related to this change in the scope of work.

PCO #139.04 Part B: Closure Plates

Item	Quantity	Units	RFC Cost	Extended
<b>CLOSURE PLATE INSTALLATION</b>				
Installation - Sorensen Labor	1	LS	\$ 61,909.33	\$ 61,909.33
Installation - Sorensen Materials	1	LS	\$ 13,354.72	\$ 13,354.72
Installation - Sorensen Welder Service	1	LS	\$ 1,444.65	\$ 1,444.65
Installation - Sorensen Rental Equipment	1	LS	\$ 7,459.04	\$ 7,459.04
Fabricated Materials - Complete via WOI	1	LS	\$ 9,919.00	\$ 9,919.00
Complete Superintendent	5.5	DY	\$ 520.00	\$ 2,860.00
Complete Overhead & Markup	1	LS	\$ 14,542.01	\$ 14,542.01
Subcontractor Bonds	1	LS	\$ 2,787.22	\$ 2,787.22
Furnish & Install Subtotal				\$ 114,275.97
Bond				\$ 571.38
Markup (15%)				\$ 17,227.10
GRAND TOTAL				\$ 132,074.45

Additional backup documentation can be found on the following pages.

---

**UTAH OPERATIONS**

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801-526-6000 • Fax 801-526-6091



Inclusions:

- Fabrication and installation of steel closure plates from miscellaneous memos between Salt Lake City, UTA, and Design

Exclusions:

- heating/cold weather protection
- removal of lower backer bars, per memo sent to Granite on 9/1/2022 by UTA. The issuance of this memo allows all lower backer bars to remain in place.

Please contact me with questions or concerns.

Sincerely,

Jessica Keane  
GRANITE CONSTRUCTION COMPANY  
Project Manager

---

UTAH OPERATIONS

Warm Springs Office 1000 North Warm Springs Rd, Salt Lake City Utah 84116 • PO Box 30429, Salt Lake City, Utah 84130 • Phone 801-526-6000 • Fax 801-526-6091



PCO #025

Complete Contracting Co  
5455 West 11000 North, Suite 201  
Highland, Utah 84003  
Phone: (801) 756-7000  
Fax: 801-756-2900

Project: 300 N Pedestrian Bridge - 300 N Pedestrian Bridge  
300 S 600 W  
Salt Lake City, Utah 84101

## Prime Contract Potential Change Order #025: T&M Cover Plates

TO:	FROM:		
PCO NUMBER/REVISION:	025 / 0	CONTRACT:	1 - Granite Construction - CCC
REQUEST RECEIVED FROM:		CREATED BY:	Levi Mitchell (Complete Contracting Company, LLC)
STATUS:	Approved	CREATED DATE:	12/6/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#025 - T&M Cover Plates
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$102,559.85

POTENTIAL CHANGE ORDER TITLE: T&M Cover Plates

CHANGE REASON: Allowance

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

T&M Cover Plates

This is for the T&M back up for the Cover Plates. Please see Sorensen's invoice for their break down. Complete is billing for 5.5 days of superintendent time at \$520 per day. The superintendents time is being split evenly between the light plates and the cover plates. Lifts have been billed separately.

**ATTACHMENTS:**

[PCO - UTA-03 8-11-22.pdf](#) , [Sorensens Invoice light.coverplates \(1\).pdf](#)

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------

**Sorensen Steel Fabrication LLC**

9264 N Canyon Wash Dr  
 Eagle Mountain, UT 84005 US  
 colbysorensen120@gmail.com

**INVOICE****BILL TO**

John Ragan  
 Complete Contracting Co.  
 5455 West 11000 North, Suite  
 201  
 Highland, Utah 84003

**INVOICE #** 1776  
**DATE** 12/02/2022  
**DUE DATE** 01/01/2023  
**TERMS** Net 30

DESCRIPTION	QTY	RATE	AMOUNT
<b>Services</b> UTA 300n Pedestrian Elevator Weld 1/8" Light Plates for East and West Tower Time and Material Estimates and Invoicing – (16 hours) -\$1,360.00 Project Management/ Office Management- (30 Hours) – \$2,550.00 On Site Work Fabrication 2 Work Truck – (112.5 Hours) – \$10,096.87 Over Time – (13.375 Hours) - \$1,800.61 Travel Time – (24 Hours) - \$2,154.00 Listed Scope of Work: Welding 1/8" Light Plates on the inside of the horizontal beams from flange to flange. Materials: (2) Straight Boom 80 85' w/Jib Diesel (Priced Separately) (1) Lincoln 305 \$935.00 Fuel for vehicles, and rental equipment \$2,109.00 Welding Supplies \$826.94 Service on (2) welder – 3.25 hours - \$628.11 \$22,460.53 15% markup = \$3,369.08 Total = \$25,829.61 Payment Terms: Net 30 from final invoice date. Any payment past 30 days of the invoice date will be subject to 3% fee of total amount owed per month. Exclusion List: Supply of any and all steel required No Coating/ Raw Steel Finish Any rental equipment not listed Any items not listed	1	25,829.61	25,829.61

DESCRIPTION	QTY	RATE	AMOUNT
Any removal or demolition outside the scope of work			
Any temp bridging and structures			
Any inspection and testing.			
Any survey & employment of a registered Engineer.			
Establishing lines, grades, elevations			
Any sandblasting.			
<b>Services CLOSURE PLATES</b>	1	76,708.70	76,708.70
UTA 300n Pedestrian Elevator Weld Cover Plates for East and West Tower			
Time and Material			
Estimates and Invoicing – (48 hours) -\$4,080.00			
Project Management/ Office Management- (90 Hours) – \$7,650.00			
On Site Work Fabrication 2 Work Truck - (337.5 Hours) – \$30,290.65			
Over Time – (39.75 Hours) \$5,351.55			
Travel Time – (72 Hours) - \$6,462.00			
Listed Scope of Work:			
Welding cover plates on the column and beam connections on each tower.			
Materials:			
(2) Straight Boom 80' 85' w/Jib Diesel (Priced Separately)			
(1) Lincoln 305 \$2,805.00			
Fuel for vehicles, and rental equipment \$6,327.00			
Welding Supplies \$2,480.80 = \$11,612.80			
Service on welder (4) – 3.25 hours - \$1256.22			
15% markup = \$10,005.48			
Total = \$76,708.70			
Payment Terms:			
Net 30 from final invoice date.			
Any payment past 30 days of the invoice date will be subject to 3% fee of total amount owed per month.			
Exclusion List:			
Supply of any and all steel required			
No Coating/ Raw Steel Finish			
Any rental equipment not listed			
Any items not listed			
Any removal or demolition outside the scope of work			
Any temp bridging and structures			
Any inspection and testing.			
Any survey & employment of a registered Engineer.			
Establishing lines, grades, elevations			
Any sandblasting.			

Thank you for your business.

BALANCE DUE

**\$102,538.31**



Office 801-785-5308 Fax 801-785-0485  
UT Lic#353070-5501 - CA Lic#868520

## CHANGE ORDER REQUEST

---

8-11-22

Levi Mitchell

Complete Contracting

RE: Request for Change Order – PCO# -UTA-03

Dear Levi:

Supply (160) Corner Cover Plates. (Install / Primer / Paint by Others). For the project known as UTA 300 N

953 Lbs of Plate @ 1.45 per lb = \$1,381.00 + 10% = \$1,519.00

Additional Shop Labor 80 Hrs @ \$75.00 Per Hr = \$6,000.00

Additional Detailing 32 Hrs @ \$75.00 Per Hr = \$2,400.00

**Total Contract Add -> \$9,919.00**

Please note that we cannot order material or plan for the execution of this work until we have received a formal, signed change order on your letter head, and it is approved by Wasatch Ornamental Iron. If acceptable, the material will be ordered and we will begin planning to execute this change order work.

If you have any questions regarding this change order request, please feel free to contact our office. Thank you.

Sincerely,

Chad Radmall

WOI  
PO Box 952  
American Fork, UT 84003  
C 801 420 2546  
PH 801 785 5308  
FAX 801 785 0485  
chad@woisteel.com

**Sorensen Steel Fabrication LLC**

9264 N Canyon Wash Dr  
 Eagle Mountain, UT 84005 US  
 colbysorensen120@gmail.com

**INVOICE****BILL TO**

John Ragan  
 Complete Contracting Co.  
 5455 West 11000 North, Suite  
 201  
 Highland, Utah 84003

**INVOICE #** 1773  
**DATE** 11/22/2022  
**DUE DATE** 12/22/2022  
**TERMS** Net 30

DESCRIPTION	QTY	RATE	AMOUNT
<b>Services</b> UTA 300n Equipment Rental Costs	1	31,306.09	31,306.09
Listed Scope of Work: Straight Boom 86-99' w/Jib Diesel Rental Costs		Corrected amount \$22,377.13	
Invoice Numbers: 9683430 <span style="color: red;">equipment invoice for upper roof - included in PCO 139.04A</span>			
103189			
103279			
103189A			
<del>103189A</del> <span style="color: red;">accidentally duplicated</span>			
15% markup			
Payment Terms: Net 30 from final invoice date. Any payment past 30 days of the invoice date will be subject to 3% fee of total amount owed per month.			
Thank you for your business.		BALANCE DUE	<del>\$31,306.09</del>
			<span style="color: red;">Corrected amount \$22,377.13</span>

# nally brothers rentals corp

**Rented from**

339 S. Geneva Road                    801-896-7368 Phone  
Lindon, UT 84042                    801-892-0866 Fax

**Customer #: 10252**

Sorensen Steel Fabrication  
82 N. 1700 W.  
LEHI, UT 84043                    801-889-6499 Phone

**Remit To:**

P.O. Box 6075  
Phoenix, AZ 85005-6075  
801-896-7368 Phone                    801-892-0866 Fax

**Status: Continued**

Invoice #: 103189  
Invoice Date: Wed 10/26/2022  
Date Out: Tue 10/4/2022 9:00AM  
Billed Thru: Tue 11/1/2022  
Job Loc: 309 N 500 W ; SALT LAKE CITY, U

Terms: Net 10  
Operator: Tom Crismon  
Job Descr: UTA 300 - Sorensen Steel Fabrication  
PO #: 65'BL

**Ordered By:** Colby

**Salesman:** Tom Crismon    **Phone:** 801-995-0469    **E-Mail:** tom@nbrut.com

Qty	Part#	Items	Status	Rental Period	Price
1	2310	BOOM 86T STRAIGHT SKYJACK WITH JIB  Meter Out: 1010.1 1day \$500.00 1week \$2,000.00 4weeks \$5,000.00	Billed To	Tue 10/4/2022 9:00AM to Tue 11/1/2022 9:00AM	\$5,000.00
1		DELIVERY CHARGE B	Sold	Tue 10/4/2022 9:00AM to	\$100.00
1		PICKUP CHARGE B	Sold	Tue 10/4/2022 9:00AM to	\$100.00
1		FEE: ENVIRONMENTAL  4weeks \$10.00	Billed To	Tue 10/4/2022 9:00AM to Tue 11/1/2022 9:00AM	\$10.00

**Delivery**

**Delivery :** Tue 10/4/2022 9:00AM

**Contact:** Colby

**Phone:** 801-889-6499

**Location:** UTA 300 - Sorensen Steel Fabrication

**Used at Address:** 309 N 500 W ; SALT LAKE CITY, UT 84116

**Delivery Notes:** Call Colby when leaving the yard. 801-889-6499

**Please pay from this invoice.**

**Rental Contract**

Rental:	\$5,010.00
Damage Waiver:	\$750.00
Delivery Charge:	\$200.00
Subtotal:	
Environmental Fee	
PPT:	\$75.00
Sales Tax:	\$437.54
<b>Total:</b>	<b>\$6,472.54</b>
<b>Paid:</b>	<b>\$3,223.94</b>
<b>Amount Due:</b>	<b>\$3,248.60</b>

# nally brothers rentals corp

**Rented from**

339 S. Geneva Road                    801-896-7368 Phone  
Lindon, UT 84042                    801-892-0866 Fax

**Customer #: 10252**

Sorensen Steel Fabrication  
82 N. 1700 W.  
LEHI, UT 84043                    801-889-6499 Phone

**Remit To:**

P.O. Box 6075  
Phoenix, AZ 85005-6075  
801-896-7368 Phone                    801-892-0866 Fax

**Status: Closed**

Invoice #: 103189A  
Invoice Date: Tue 11/22/2022  
Date Out: Tue 11/ 1/2022 9:00AM  
Billed Thru: Fri 11/18/2022  
Job Loc: 309 N 500 W ; SALT LAKE CITY, U

Terms: Net 10  
Operator: Tom Crismon  
Job Descr: UTA 300 - Sorensen Steel Fabrication  
PO #: 65'BL

**Ordered By:** Colby

**Salesman:** Tom Crismon    **Phone:** 801-995-0469    **E-Mail:** tom@nbrut.com

Qty	Part#	Items	Status	Rental Period	Price
1	2310	BOOM 86T STRAIGHT SKYJACK WITH JIB  Meter Out: 1010.1                    Meter In: 1095.1 Total hours on meter: 85.0 1day \$500.00 1week \$2,000.00 4weeks \$5,000.00 Called Off #4081 on 11/18/2022 for 11/18/2022	Returned	Tue 11/ 1/2022 9:00AM to Fri 11/18/2022 2:17PM	\$5,000.00
28		FUEL: DIESEL \$8.50/GALLON	Pulled	Tue 11/ 1/2022 9:00AM to	\$238.00
1		FEE: ENVIRONMENTAL  4weeks \$10.00 Called Off #4081 on 11/18/2022 for 11/18/2022	Returned	Tue 11/ 1/2022 9:00AM to Fri 11/18/2022 2:17PM	\$10.00

**Location:** UTA 300 - Sorensen Steel Fabrication

**Used at Address:** 309 N 500 W ; SALT LAKE CITY, UT 84116

**Please pay from this invoice.**

**Rental Contract**

Rental:	\$5,010.00
Damage Waiver:	\$750.00
Sales:	\$238.00
<b>Subtotal:</b>	
Environmental Fee	
PPT:	\$75.00
Sales Tax:	\$440.29
<b>Total:</b>	<b>\$6,513.29</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$6,513.29</b>

# nally brothers rentals corp

**Rented from**

339 S. Geneva Road                    801-896-7368 Phone  
Lindon, UT 84042                    801-892-0866 Fax

**Customer #:** 10252

Sorensen Steel Fabrication  
82 N. 1700 W.  
LEHI, UT 84043                    801-889-6499 Phone

**Remit To:**

P.O. Box 6075  
Phoenix, AZ 85005-6075  
801-896-7368 Phone                    801-892-0866 Fax

**Status:** Continued

Invoice #: 103279  
Invoice Date: Fri 11/11/2022  
Date Out: Fri 10/21/2022 8:00AM  
Billed Thru: Fri 11/18/2022  
Job Loc: 309 N 500 W ; SALT LAKE CITY, U

Terms: Net 10  
Operator: Tom Crismon  
Job Descr: UTA 300 - Sorensen Steel Fabrication  
PO #: 65'BL

**Ordered By:** Cory

**Salesman:** Tom Crismon    **Phone:** 801-995-0469    **E-Mail:** tom@nbrut.com

Qty	Part#	Items	Status	Rental Period	Price
1	2340	S86T STRAIGHT BOOM SKYJACK W/JIB  Meter Out: 1961.1 1day \$500.00 1week \$2,000.00 4weeks \$5,000.00	Billed To	Fri 10/21/2022 8:00AM to Fri 11/18/2022 8:00AM	\$5,000.00
1		DELIVERY CHARGE D	Sold	Fri 10/21/2022 8:00AM to	\$100.00
1		PICKUP CHARGE D	Sold	Fri 10/21/2022 8:00AM to	\$100.00
1		FEE: ENVIRONMENTAL  4weeks \$10.00	Billed To	Fri 10/21/2022 8:00AM to Fri 11/18/2022 8:00AM	\$10.00

**Delivery**

**Delivery :** Fri 10/21/2022 8:00AM

**Contact:** Colby

**Phone:** 801-889-6499

**Location:** UTA 300 - Sorensen Steel Fabrication

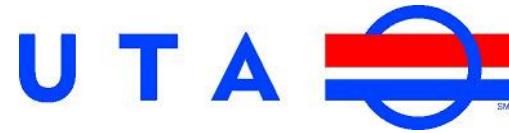
**Used at Address:** 309 N 500 W ; SALT LAKE CITY, UT 84116

**Delivery Notes:** Call Colby when leaving the yard. 801-889-6499

**Please pay from this invoice.**

**Rental Contract**

Rental:	\$5,010.00
Damage Waiver:	\$750.00
Delivery Charge:	\$200.00
Subtotal:	
Environmental Fee	
PPT:	\$75.00
Sales Tax:	\$437.54
<b>Total:</b>	<b>\$6,472.54</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$6,472.54</b>



## MEMORANDUM

To: Tom Millar, SLC Project Manager/Transportation Planner, Transportation Division

From: Grey Turner, P.E., Manager of Engineering & Design

Date: June 30, 2022

Re: 300 North Ped Bridge Structural Steel substitution

As a result of the material substitution for the elevator shafts on the 300 North Pedestrian Bridge and in response to your previous memo dated April 26, 2022 – our project team has worked diligently over the past several weeks to develop solutions that are structurally sound, visually appealing, and meets or exceeds all the industry standards for a pedestrian bridge design.

Included in this memo is:

- Condensed summary of the technical/structural fixes that will be applied to the elevator shafts,
- List of other administrative-type provisions that UTA will address,
- Matrix showing the inspections needed/QA & QC responsibilities/standards to be met,
- Modified paint specification, “09991M Field Cleaning and Painting Structural Steel”, that we have developed using UDOT specs 09972 and 09991. This modified paint specification is specific to the prepping, priming, and painting that will need to occur. Please note this new specification has been developed and reviewed internally and can be modified, if needed, based on comments from SLC review.

Then, attached to this memo is a technical memo from the structural engineers (AJ Yates from Civil Science and Jeff Miller from Reaveley Engineers) outlining the information you requested as well as a detailed discussion of the proposed solutions we are suggesting occur with this material substitution.

### Condensed summary of the technical/structural fixes that are proposed:

- A thorough review of the structural properties of the structural steel and weathering steel was performed to ensure the anticipated structural integrity of the structure was maintained. There were some questions regarding the different mechanical properties of the steel. Yes, there are more mechanical properties of steel than just yield strength and modulus of elasticity. However, these are the only values relevant to the design. The other values are either not applicable or have the same values for either type of steel.
- The steel plates shown on Detail A1, Sheet SF501 that are part of the original design are there to create a mounting surface for the glass windows. These plates and the surrounding area will have small pieces of plate steel added to completely seal the boxed section to ensure no moisture or atmosphere can enter this area and thus eliminate the possibility of corrosion forming. There will also be some small plates and “seal welding” that occurs around the cover plates to ensure the area is fully sealed.

- All welds will be ground and smoothed out, mill scale/slag/flux deposits will be removed to create a smooth finished surface.
- The entire steel framework structure will be blasted to remove old primer, rust that has formed, and other small deposits to ensure a clean priming/painting surface. The specifics on how and when this is to be performed are addressed in the modified specification 09991M contained at the end of the memo.
- Priming and subsequent finish paint coats will be applied in conformance with project specifications and the above-mentioned modified specification 09991M "Field Clean and Painting Structural Steel. The proposed NEPCOAT List B primer and paint product sheets are attached to this memo. We are recommending the "Carboline Company" products be used on this structure. Paint colors will be recommended by the architect with final approval by Salt Lake City.
- A "methacrylate-type" product to be applied to the concrete immediately surrounding the structural steel that is embedded in the concrete. This will seal the concrete and fill any microcracks to inhibit moisture penetrating the concrete. Specific attention will be given during the application of this methacrylate product around the steel and concrete interface. The area of application will be contained to that area that will be covered with the metal flashing as described in the following bullet point. This will ensure that any discoloration of the concrete will be covered or hidden from general view.
- Metal flashing will be placed around the steel members where embedded in concrete. Caulking will be applied after the methacrylate product is applied and before the flashing is installed to ensure a positive slope away from the steel. This will provide an additional method to inhibit moisture penetrating the concrete and potentially corroding the embedded steel.

Your memo specifies following the UDOT paint specs and processes. After numerous meetings and research, we agree the NEPCOAT paint system (Qualified Products List B) will be a superior product to use on the structure. As previously mentioned, after reviewing the UDOT 09972 and 09991 painting specifications, we have written the modified specification 09991M "Field Cleaning and Painting Structural Steel" to address what will be needed to prep, prime, and paint the structure. After review by Salt Lake City, if there are any additions or deletions that need to be made, we will reissue the specification. We do still owe you one rendering of a "gray color" to give you the visual information you need to select a color. There is a section of the modified specification that discusses the need to provide paint samples to both UTA and SLC before a color is selected and approved. In addition, we will have certified inspectors inspect and evaluate between each paint phase and ensure proper procedures are being followed.

Other UTA Agreed-to Provisions:

- Full transparency and better communication between UTA managers/inspectors and Salt Lake City representatives – specifically field-related questions and concerns that may arise. Weekly meetings and documentation will occur to ensure concerns are being addressed.
- A current listing of all specifications used will be kept and available for easy electronic retrieval and review.

- Qualified inspectors required to satisfy the building permit requirements will provide the necessary inspections. A 3<sup>rd</sup> party structural engineer has also been retained to review the plans and provide design/construction insights.
- RS&H has been selected to inspect the fabrication of the prefabricated bridge structure currently being built in Greeley, Colorado.
- All construction inspection logs, notes, reports, photos are submitted in IPCS and will be accessible to SLC for review.
- In addition to the above-mentioned inspections, the Engineer-of-Record (EOR) and Architect-of-Record (AOR) will perform field reviews and provide notes at key milestones during the construction process. These reviews will be at the Engineer's and Architect's discretion and will be communicated to the UTA inspectors.
- Four additional on-site inspections by a structural engineer, UTA inspector, and SLC inspector(s). These inspections will only pertain to the elevator shaft structures – specifically welds/joints, steel/concrete interface, and paint/coating condition. These inspections will not include the entire bridge structure and all the other electrical, mechanical, other equipment found in the mechanical rooms – including the elevators and associated lift equipment. These inspections will occur at the following milestones:
  - #1 Year 0 – before final completion and Bill-of-Sale is submitted to SLC.
  - #2 Year 1 – one year after final completion.
  - #3 Year 3 – three years after final completion.
  - #4 Year 5 – five years after final completion.

As a result of these inspections, if there are any findings directly related to warranty issues or defects, UTA will schedule and pay for the solution(s) that are identified and agreed to by both parties.

- All paint sub-contractor's qualifications/certifications/QC plans will be submitted to SLC for review after UTA's review.
- Provide SLC an escrow account or other related means to provide a re-painting or paint touchup fund for the elevator shafts. Based on the new NEPCOAT paint system, the exact amount of this account funded by UTA will be determined and agreed to between UTA and Salt Lake City.

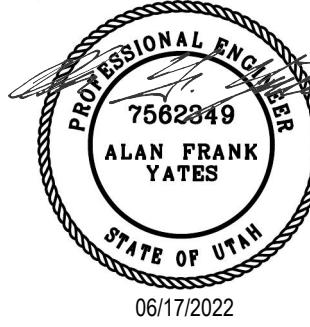
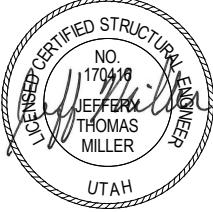
#### Needed Inspections:

Materials	Items	QC	QA (required for 10% of quality)	Structural Observations	Certifying Agency
Surface Preparation	Elevator Structural Steel	Complete	CMT	N/A	AMPP (SSPC and NACE)
	Truss structure	Contech	RS&H	N/A	AMPP (SSPC and NACE)
Paint System	Elevator Structural Steel	Complete	CMT	N/A	AMPP (SSPC and NACE)
Structural Steel	Field Welding Abutment Steel	Cripple Creek	CMT	Civil Science	AWS
	Elevator Structural Steel Welding	Complete	CMT	Reaveley	AWS
	Truss structure	Contech	RS&H	N/A	AWS
	High-strength bolts	Contech	RS&H	N/A	AISC
	Truss splice torque	Cripple Creek	CMT	Civil Science	AISC

The inspections shown in the table above are specifically related to the bridge structure and does not include electrical, mechanical, elevators, or other needed inspections. If there are other structure-related inspections that are needed (bearing pads have been mentioned), we will provide those inspectors to ensure adherence to the plans and specifications.

As you review this memo and the following attachments, please let me know if there are any questions or additional information you may need. If the proposed means, methods, and provisions outlined in this memo are acceptable to Salt Lake City, we would like to have Granite and their subcontractors proceed with scheduling the proposed tasks and resume work on the bridge structure as soon as possible.

## MEMORANDUM

To	Grey Turner, PE Utah Transit Authority Program Manager	
From	AJ Yates, PE Civil Science Project Manager   Structures Design Lead	
	Jeff Miller, SE Reaveley Engineers Engineer of Record (Elevator Shafts)	
cc	Jerry Jensen, AIA FFKR Architects Architect of Record	
Date	16 June 2022	6/17/2022
Subject	SLC_OP_1 – Structural Steel Material Substitution for the Elevator Shafts	

This memo provides information and recommendations for Utah Transit Authority (UTA) and Salt Lake City's (SLC) consideration for accepting the structural steel as fabricated and erected on the 300 North Pedestrian Bridge (SLC\_OP\_1) project. The original design intent was to use weathering steel (ASTM A588 and ASTM A847) with a minimum yield strength (Fy) of 50 ksi. We understand the provided steel is non-weathering steel (ASTM A992 and ASTM A36) with a yield strength that meets or exceeds 50 ksi.

This memo also addresses selected items presented in the memorandum from Salt Lake City to UTA dated April 26, 2022 regarding "Processes & Products Required Before Salt Lake City Agrees to Assume Ownership of the 300 North Pedestrian Bridge (City Job #RDW 20038; UTA Job #SLC\_OP\_1)". In this document, SLC requests the "project consultant designer to resubmit new calculations for strength, properties, performance, and maintenance..." We provide the following items to be used for UTA's response.

The design team has reviewed the steel material certifications provided by the contractor. According to these documents, the wide flange sections conform to ASTM A992, and the steel plates conform to ASTM A36. Both materials meet the yield strength requirement of 50 ksi. While the ASTM A36 specification requires a minimum yield strength of 36 ksi, it is common for steel mills to produce A36 material with a yield strength that exceeds 50 ksi so that it can be supplied for multiple applications.

### Structural Calculations (Strength and Properties)

The specified strength and stiffness mechanical properties of the ASTM A588 weathering steel and the ASTM A992 wide flange sections are equivalent. The yield strength for both types of steel is 50 ksi and the modulus elasticity is 29,000 ksi. Thus, the difference in the ASTM steel type does not change the capacity or performance of the steel structure. The original design structural calculations are still valid and do not need to be changed as the calculations use the same material properties. The design calculations do not specify a specific ASTM, just a minimum yield strength (of 50 ksi).

### Structural Performance

The provided structural steel will perform in the same manner as the originally intended weathering steel. Both materials are widely used in structural systems found in similar applications. As previously

referenced, both materials meet the applicable code provisions and are expected to serve the intended purpose of supporting the structure.

### Maintenance

Weathering and painted steel both require owner maintenance, but there are different activities for that maintenance to be effective. Ultimately, the maintenance is intended to prolong the service life of the structure by protecting it against deterioration caused mainly by corrosion.

Weathering steel is an exposed material that should not be covered so that protective patina is not damaged. This patina is formed by steel oxidation and seals off the steel by just being exposed to the atmosphere. The patina gives weathering steel its distinctive appearance which starts off as a bright orange that transitions into a darker brown over time.

Painted steel is defined as having paint applied to steel, creating a protective layer from the elements. Typical practice is to provide a 3-part paint system, which consists of a primer coat followed by an intermediate coat and a final finish coat. Non-weathering steel does not form a protective patina as the oxidation process continues to penetrate the steel and eventually results in section loss. The paint system can be tinted to a wide variety of colors.

### Specific Maintenance Challenges

- Environmental
  - Weathering steel performs well to exposed atmosphere; however, exposure to de-icing salts accelerate the corrosion process and can destroy the protective patina. As such, snow removal activities should avoid the use of salt. Weathering steel also has the tendency to stain adjacent surfaces due to water run-off. This staining may need to be cleaned off the window systems or adjacent concrete surfaces every few years.
  - Painted steel also performs well to the exposed atmosphere if the paint system is intact. De-icing salts can be used around the structure
- Graffiti
  - Maintaining weathering steel against graffiti is difficult, time consuming, and costly. Anti-graffiti sealants should not be applied, and graffiti removal options are limited. One strategy for graffiti removal is sandblasting, which removes the surfaces of the steel and requires the patina formation process to start over. This creates a color variation that will take months to years to re-establish.
  - Painted steel can perform well against graffiti. Some paint systems counteract the adherence of spray paint. Painting over the graffiti is another option and has a relatively low maintenance effort.
- Reapplication of Coating
  - Weathering steel is a self-healing system. The material properties are constant throughout, and any exposed surface will oxide and form the patina.
  - Painted steel is expected to require one or more re-applications of paint over the life of the structure.

### **Site-Specific Items**

#### Priming Coat

Due to potential quality concerns, we understand the elevator shaft structural steel will be blast cleaned and the primer coat will be reapplied. To accommodate this, and to provide results conforming to the requirements determined by the Engineer of Record, we recommend the following before blasting and priming occurs.

We understand the top and bottom of the steel seal plates shown on Detail A1, Sheet SF501 terminate an inch or two short of the beams. Because of this, there is a gap at the top and bottom of the plates, and

they are not welded all around as noted in the detail. It is important that these plates be welded all around to seal off the space between the seal plates and the side flange columns. Our proposed repair method for this condition is to add another piece of 3/16-inch thick plate to close the existing gap and weld the new plates all around to the column flanges, beam flanges, continuity plates, and existing seal plates. The plate should be placed flush with the other seal plate and should not be placed on top of the current seal plate. The welds should be ground smooth as noted on Detail A1, Sheet SF501.

The clips at the interior corners of the continuity plates shown on Detail A2, Sheet SF212 also need to be closed to seal off the space between the inside of the seal plate and the column. An 1/8-inch thick steel plate should be placed on top of the continuity plates to fully cover the corner clips. The corner of the cover plate at the column fillet between the flange and web of the column should be fitted to the shape of the fillet. The cover plate should then be welded all around with an 1/8-inch fillet weld to fully seal around the plate. Alternatively, an 1/8-inch thick steel plate can be placed at the flange tips and edges of the continuity plates and welded all around with an 1/8-inch fillet weld to fully seal around the plate.

All welds at the seal plates and corner cover plates should be continuous without any gaps or voids so the space is fully sealed. It should be noted that although the primer coat behind the seal plates will not be corrected, the continuous welding will prevent air flow and moisture from contacting these surfaces and further degrading the integrity of the structural steel.

The priming and subsequent finish coats should be applied in conformance with upcoming project specification that is currently being developed. We understand that the contractor will be applying a 3-part paint system that is pre-qualified on the NEPCOAT Qualified Products List B. List B includes a zinc primer, epoxy or urethane intermediate coat, and aliphatic urethane topcoat. These pre-qualified paint systems meet UDOT's steel painting specification standards. We support using this type of system to meet the criteria set forth by UTA and SLC.

#### Demand Critical Welds

Any deficiencies in the demand critical welds, which are integral parts of the Seismic Force Resisting System, should be remediated. The following recommendations address potential or known deficiencies and should be performed after the current primer coat has been removed and before the reapplication is provided. The work should also be done prior to the previously mentioned seal plate corrections to provide access to the welds.

The backer bars should be removed from the beam bottom flange to column connections (refer to Note H.4, Sheet SE003). The backer bars need not be removed from the beam top flange to column connections or at the continuity plate to column connections provided that the backer bars are welded to the column flange with a continuous 5/16-inch fillet weld on the edge below the CJP groove weld for the entire length of the backer bar (refer to Note H.5, Sheet SE003). However, if these backer bars are allowed to remain, the welds need to be finished to look like permanent, finished welds. Non-finished tack welds should not be allowed to remain. The glass window system should also be verified to fit as the backer bars could present an obstruction (unless they were placed on the web side of the flange).

If any of the continuity plates are out of alignment with the beam flanges, they should be removed and properly placed. There is one known location (the farthest northwest column at the lowest beam connection). Each demand critical weld should be observed during the Structural Observations (see below).

Please feel free to provide these recommended actions to the contractor as part of the efforts to accept the steel material substitution.

### Requested Items and Services

We request the following items be provided to the Architect of Record (AOR) and Engineer of Record (EOR) for review:

- Selection of primers and topcoats, include the written verification of manufacturers' recommendations of shop primer and topcoat compatibility
- Reports and associated documentation from the special inspections – any non-compliant construction should be indicated so that a repair can be developed and implemented prior to re-application of the priming coat.
- Documentation of the certified survey (refer to Project Specification 051200, Paragraph 3.1 A.1.)

SLC has requested Structural Observations (refer to IBC 1704.6) to be performed by the EOR (Reaveley Engineers) as part of the building permit process. We agree that this would be a good opportunity to provide additional observation of the current work and aid in SLC's considerations of accepting the steel material substitution. The Structural Observations should take place prior to blasting the current steel and reapplication of the paint primer. Deficiencies, if any, will be identified and provided to UTA for consideration of remediation activities. Remediation activities should be done prior to the re-application of the paint primer to preserve its integrity.



## REQUEST FOR INFORMATION

Project Name: SLC – 300 N Pedestrian Bridge  
 Project Number: SLC\_OP\_1

**RFI #: 110.00**

DATE: 7/18/22 NO of Pages: 25

TITLE: Sealing Elevator Column Steel – 300 N

TO: **Grey Turner** FROM: **Jessica Keane**

Utah Transit Authority Granite Construction

669 W 200 S 1000 N. Warm Springs Rd.

Salt Lake City, UT 84101 Salt Lake City, UT 84116

### Description of Request:

UTA has requested that any openings in the 300 N elevator steel columns are sealed. There were several meetings (both virtual and in the field) where solutions for this were discussed. During the field meeting on 6/3/2022, a solution was proposed, which was also further detailed in Complete's revised set of shop drawings dated 6/28/2022. These details and discussions do not match with the technical memo dated 6/17/2022. This memo requests that "plate should be placed flush with the other seal plate and should not be placed on top of the current seal plate." There are concerns from the steel subcontractor that this condition is not feasible or there is a possible misunderstanding of the verbiage.

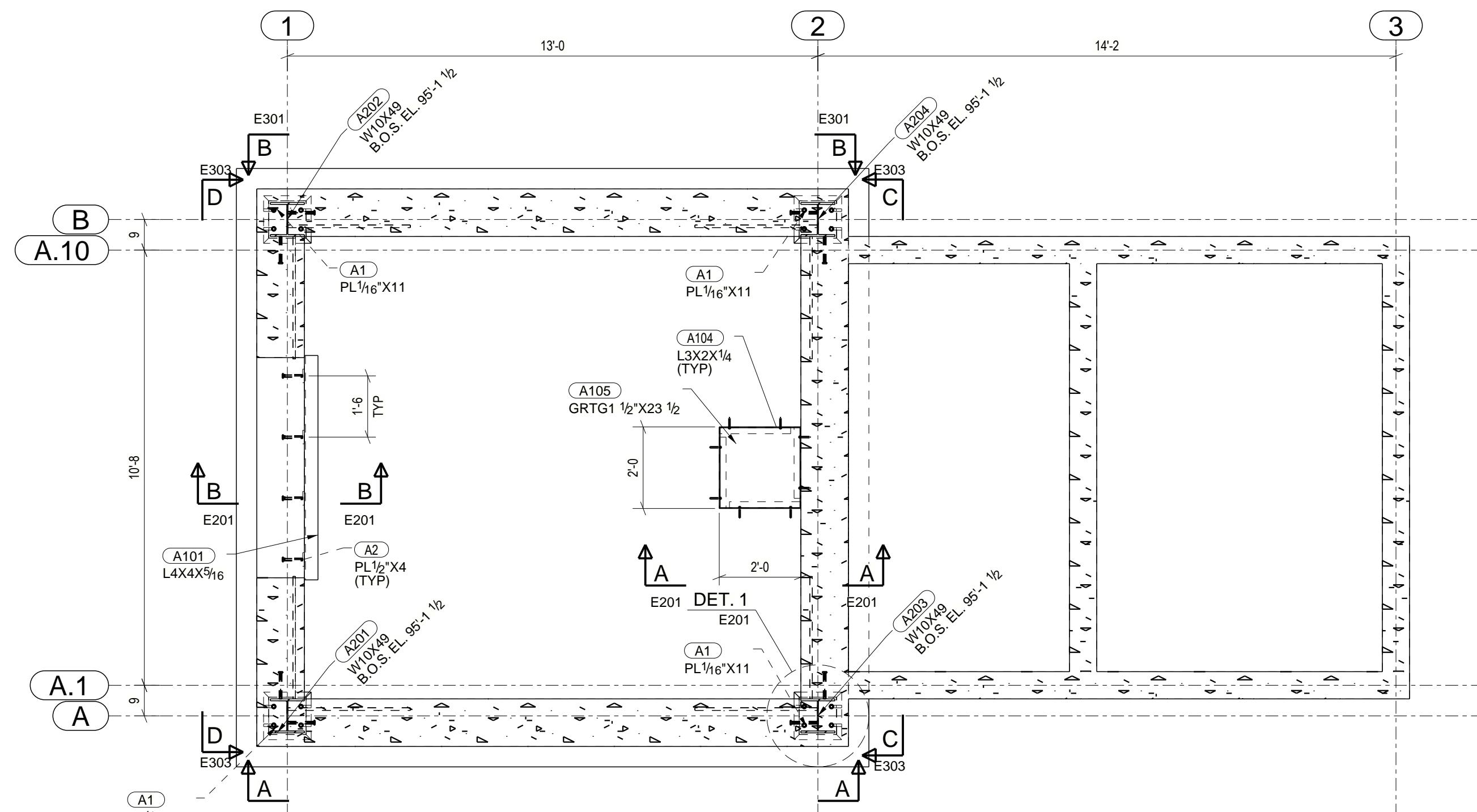
Additionally, there were comments on the revised shop drawings and in the memo stating that the inside and outside of the web needs to be closed off. This will require two different conditions and two different dimensions to seal off those cavities. The outside is 3 1/4" per the memo, but the inside will require closer to a 5" piece of steel to avoid the weld tabs.

Drawings for sealing off the steel were previously requested. Some architectural detail was provided in the recently issued addendums, but the construction team needs further direction in order to perform this work.

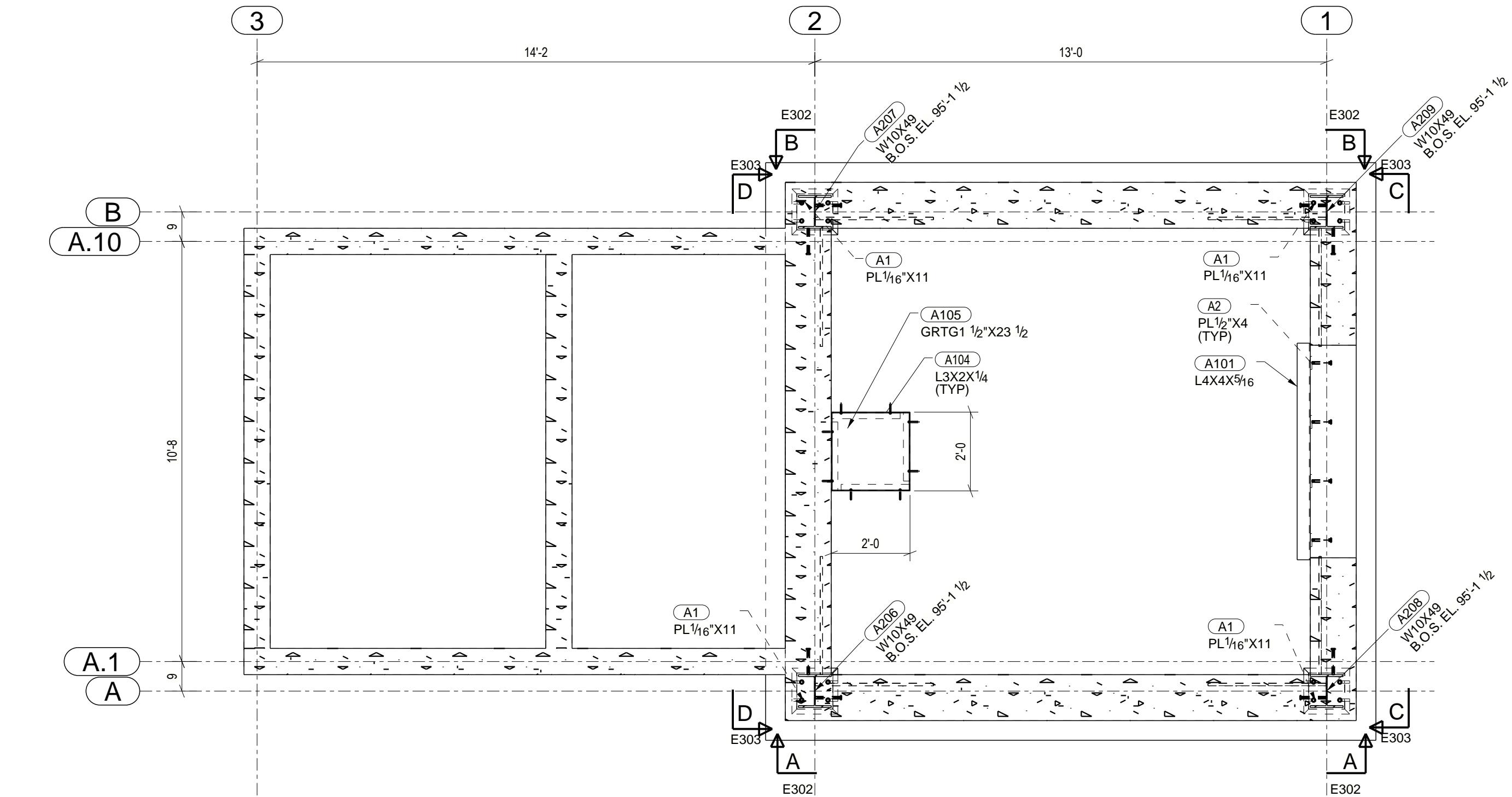
**DUE DATE: July 21, 2022**

Response Date:

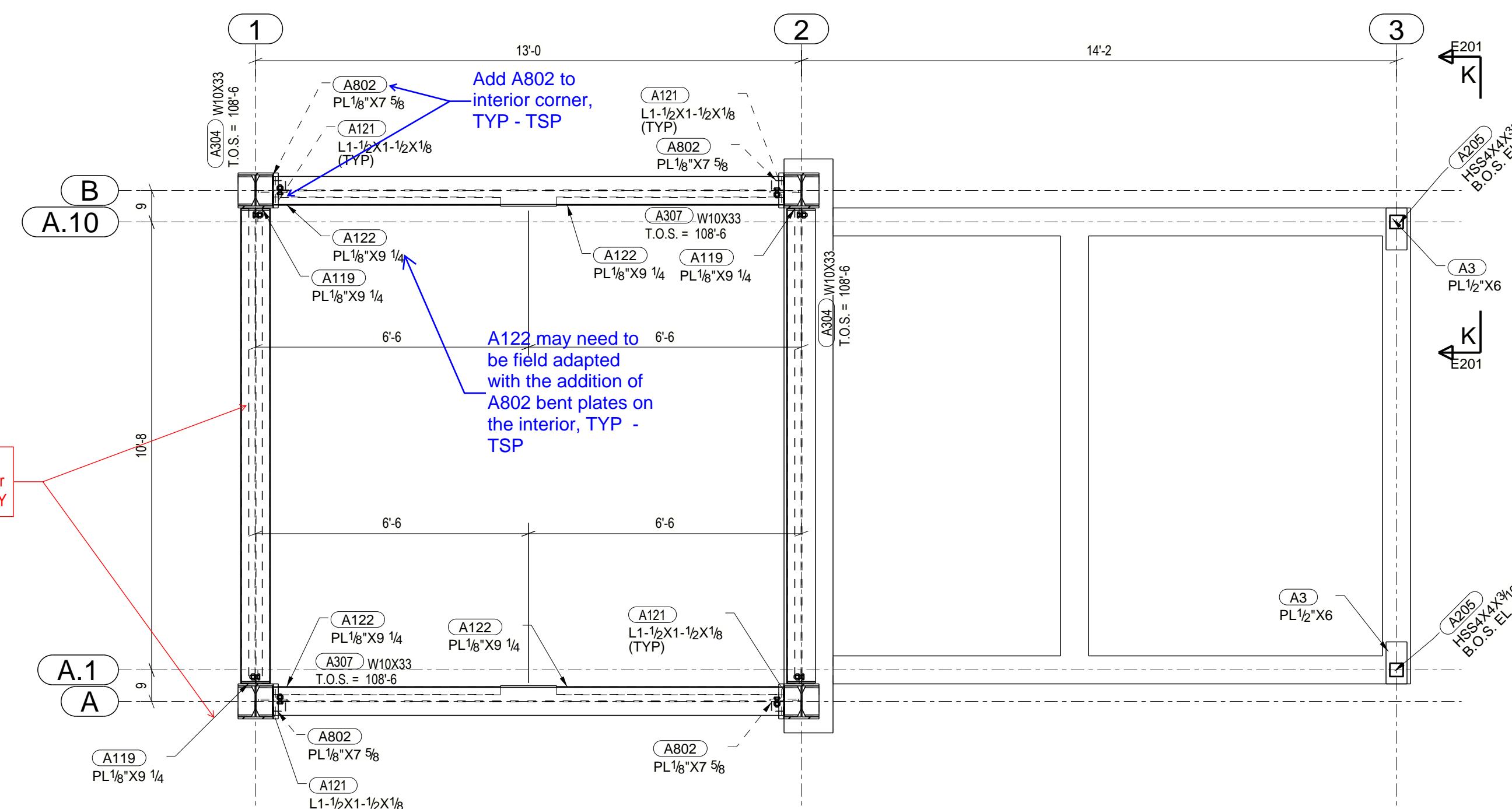
Response:



## PLAN AT EL. 100'-0 WEST TOWER



## PLAN AT EL. 100'-0 EAST TOWER



## PLAN AT EL. 108'-6" WEST TOWER

# SUBMITTAL REVIEW

<b>WORKING DRAWINGS REVIEW</b>	
<input type="checkbox"/>	NO EXCEPTIONS TAKEN
<input checked="" type="checkbox"/>	MAKE CORRECTIONS AS NOTED
<input type="checkbox"/>	REVISE AND RESUBMIT
<input type="checkbox"/>	REJECTED
<b>CIVIL SCIENCE</b>	
DATE: 07/08/2023	
BY: AJ Yates	

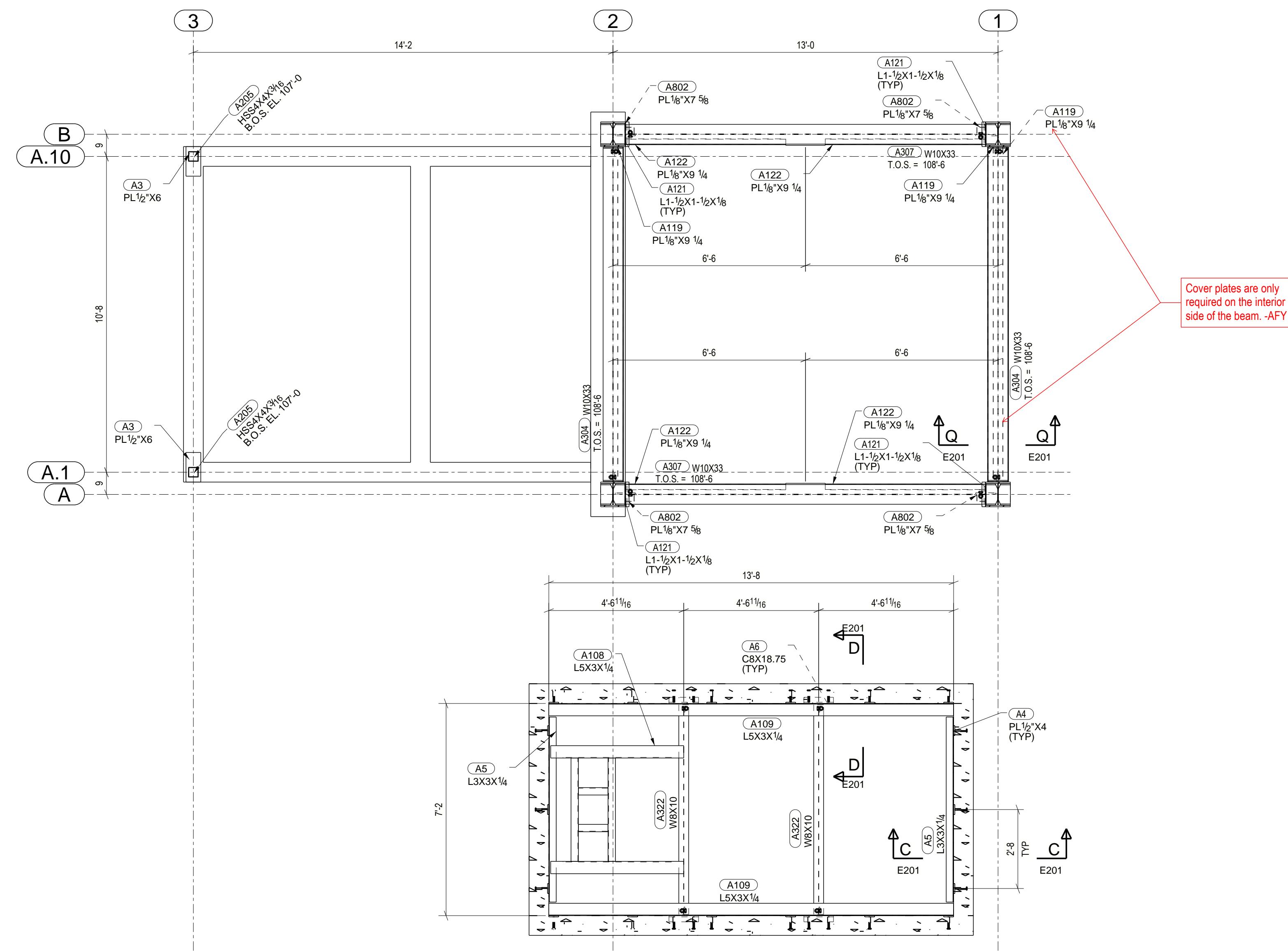
# REVIEW

NO EXCEPTIONS TAKE  
MAKE CORRECTIONS NOT  
AMEND AND RESUBMIT  
REJECTED - SEE REMARKS  
NOT REVIEWED - SEE REMARKS

Reviewed only for general conformance with the project requirements indicated in Contract Documents and for consistency with the project design concept. This review does not relieve the Contractor from responsibility for errors or omissions in designs for which the Contractor is responsible. Contractor is responsible for compliance with all requirements of the Contract Documents and for the safe and successful construction of the work. This review does not affect the means, methods, techniques, sequences, fabrication processes, and operations of construction or safety precautions or programs incidental thereto, which are the sole responsibility of the Contractor.

BY tspendleton  
DATE 7/12/2022





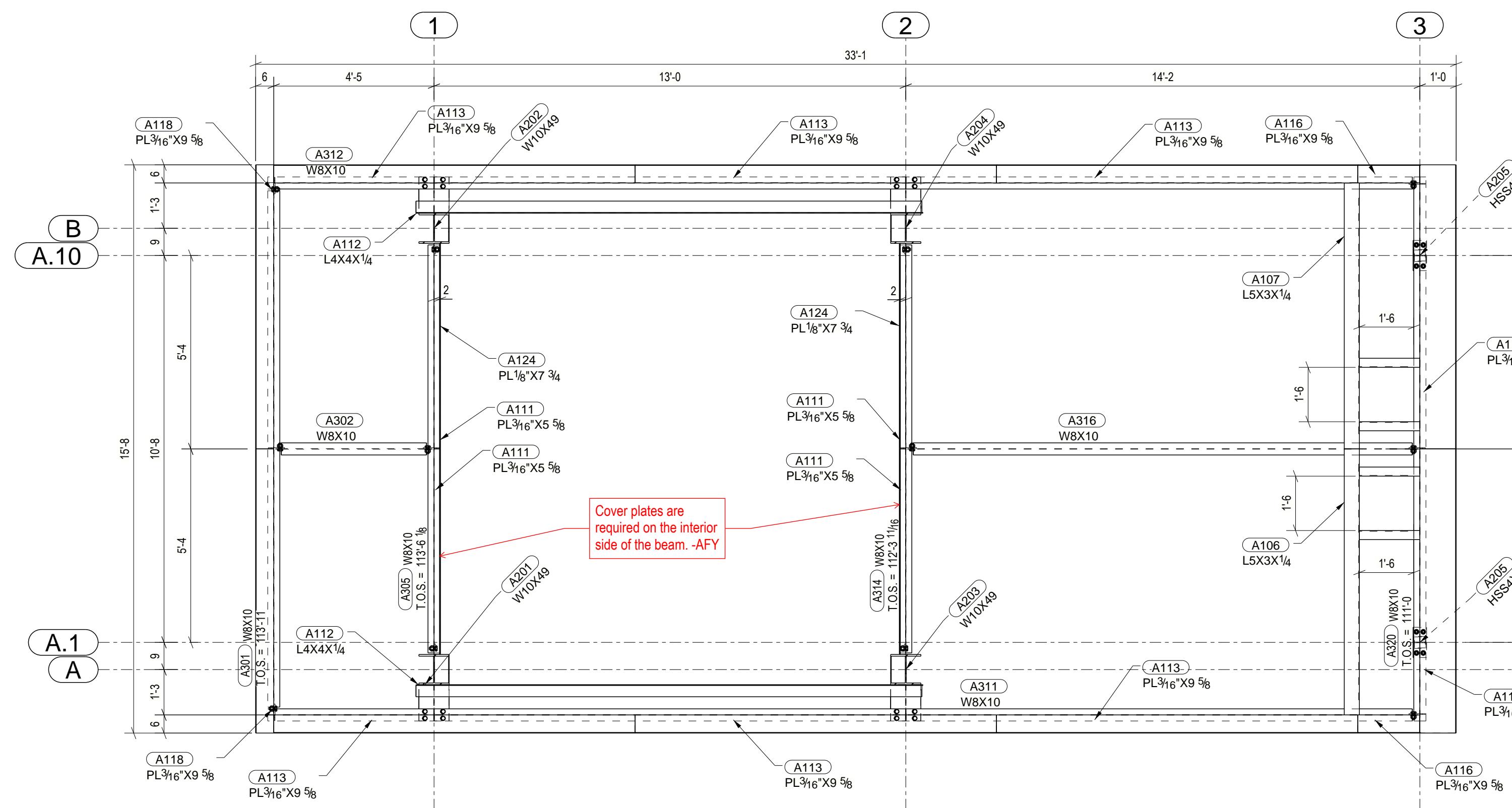
## PLAN AT EL. 108'-6" EAST TOWER

DATE	NO.	DESCRIPTION	BY	STEEL ASTM SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
06/28/2022	2	FOR RE-APPROVAL	JB	ELECTRODES	E70-XX	UNO	LOCATION
04/11/2022	1	REVISED	JB	WELDS	ASW	UNO	300 N 500 W SLC, UTAH
02/15/2022	0	For Fabrication	JB	OPEN HOLES	13/16"	UNO	CONTRACTOR
01/17/2022	B	For Re-Approval	JB	BOLTS	A325N	UNO	ARCHITECT
10/22/2021	A	For Approval	JB	PAINT	1-S/C PRIMER	UNO	FFKR ARCHITECTS

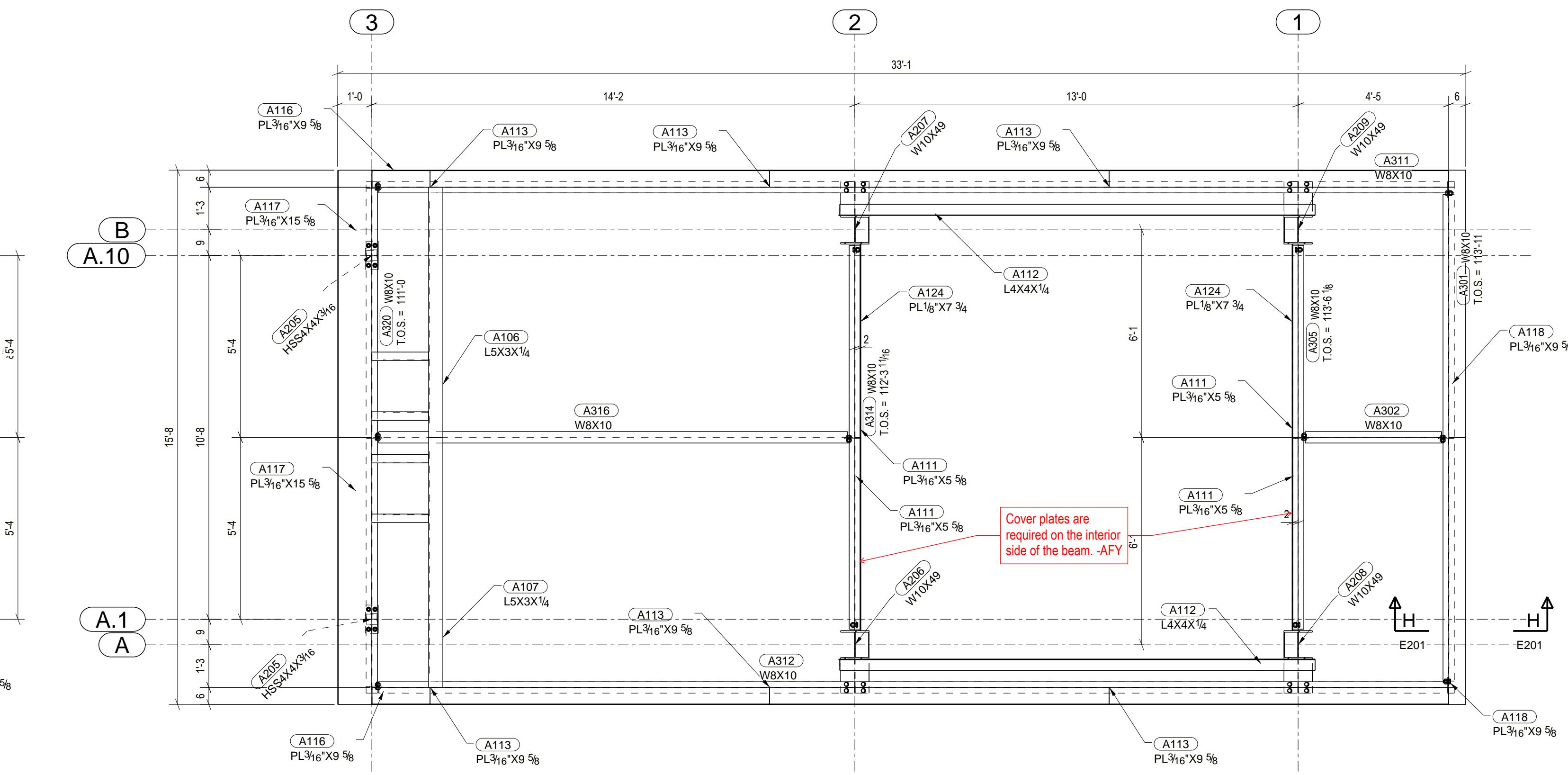
**W.O.I.**  
Lindon, UT 84042  
801.420.2546 [www.woitool.com](http://www.woitool.com)

801-420-2540 [www.wolsteer.com](http://www.wolsteer.com)

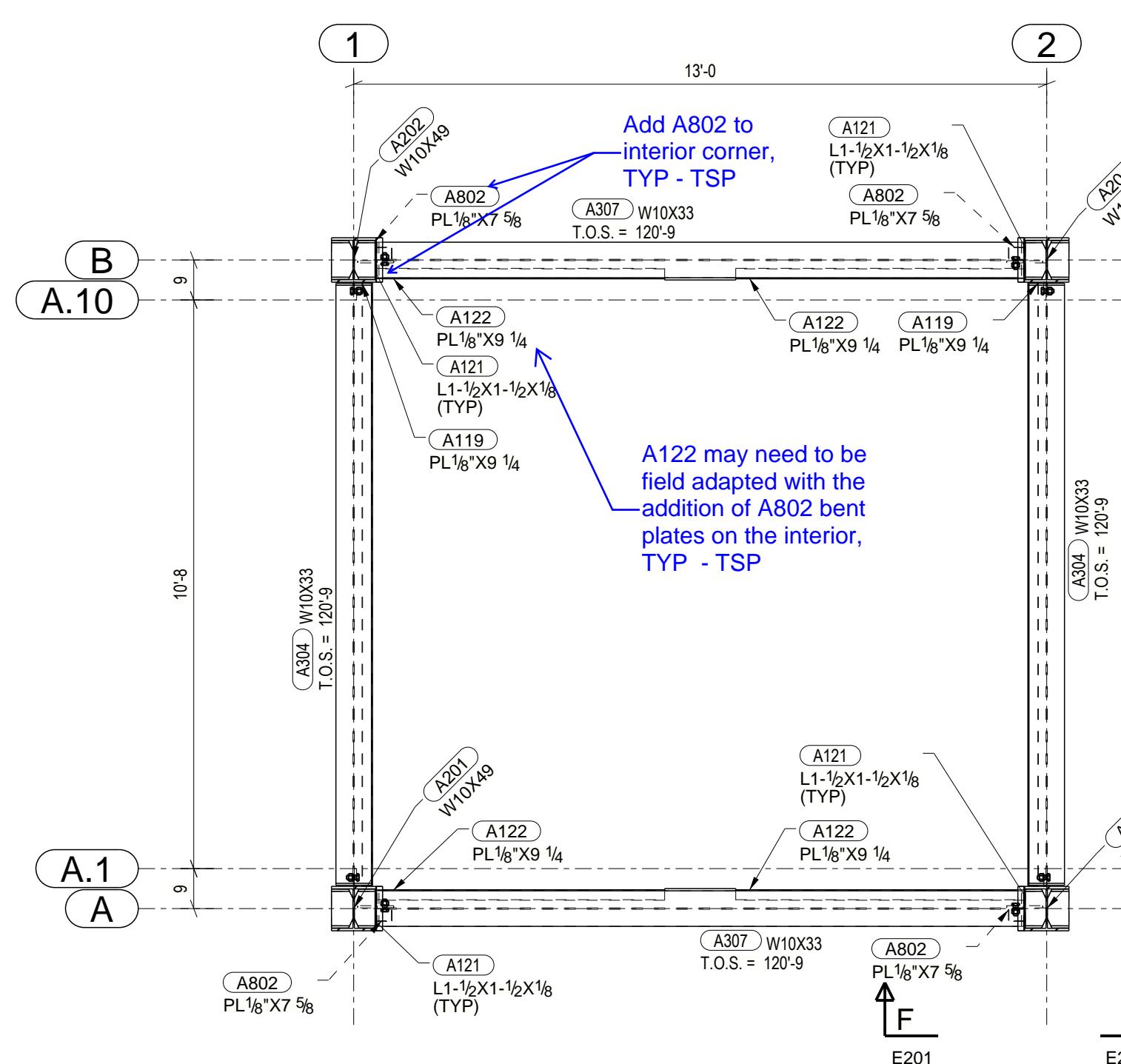
## PLACEMENT\*\*\*



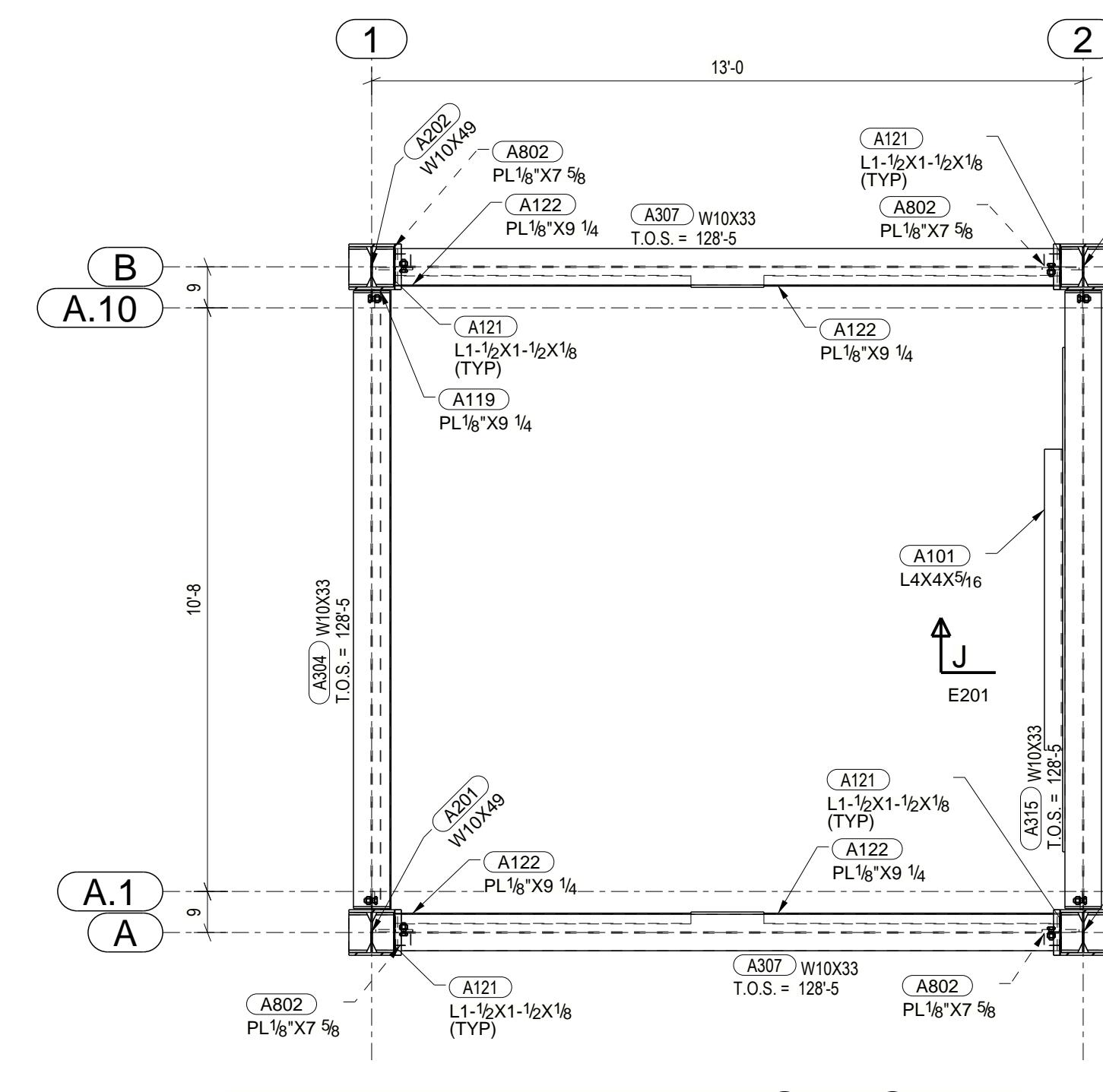
PLAN AT EL. 113'-11 WEST TOWER



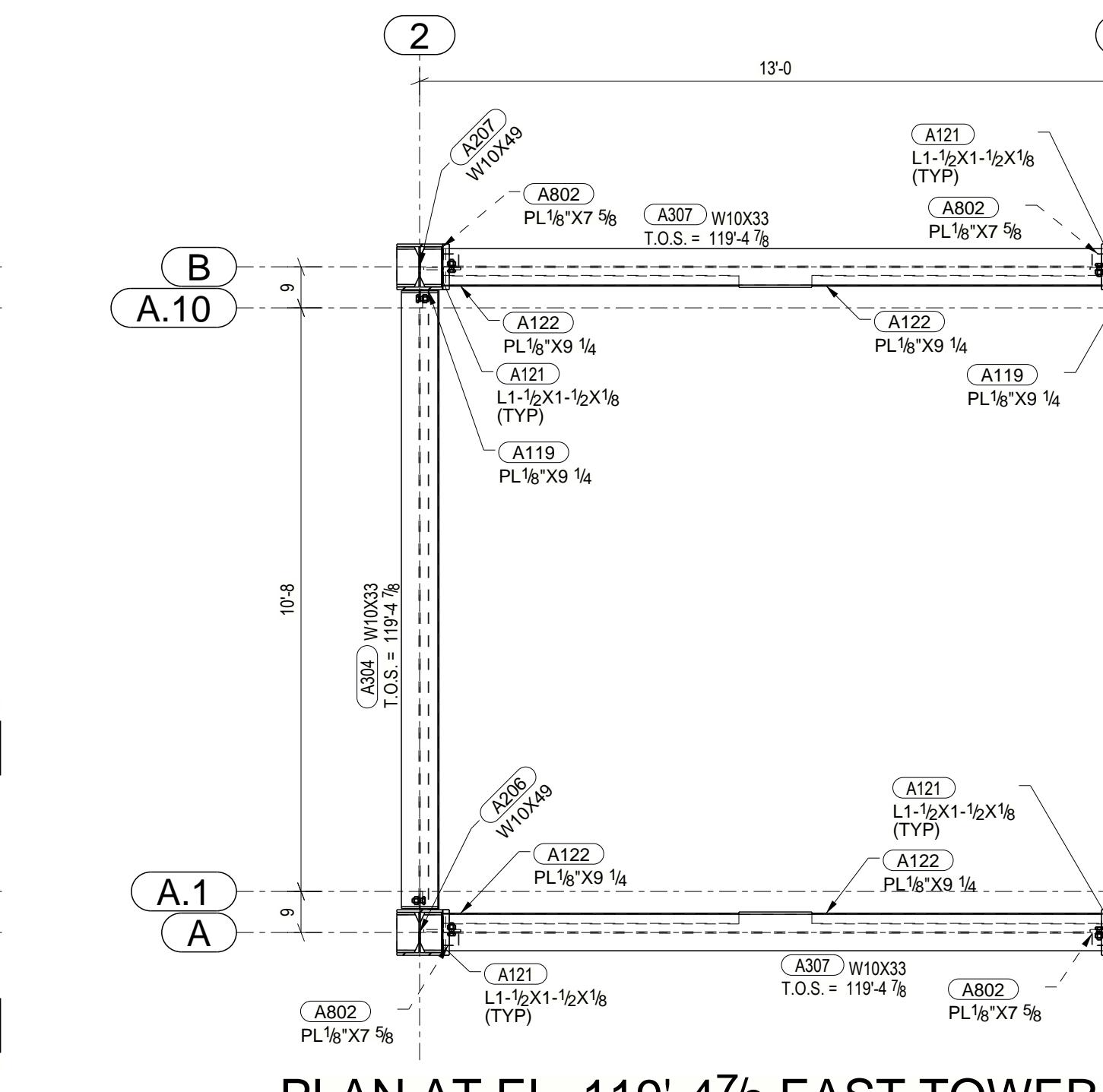
PLAN AT EL. 113'-11 EAST TOWER



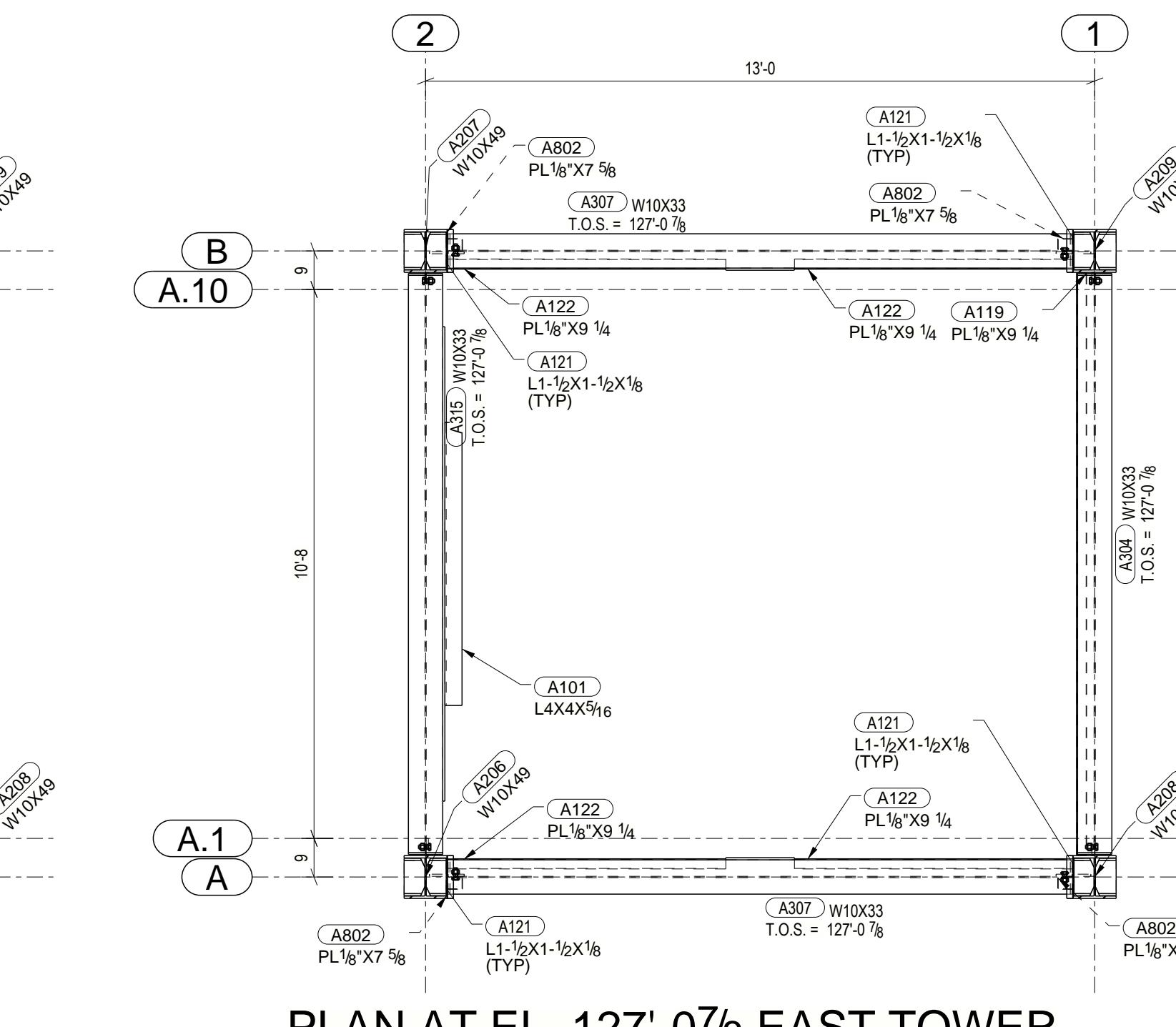
PLAN AT EL. 120'-9" WEST TOWER



PLAN AT EL. 128'-5" WEST TOWER



PLAN AT EL. 119'-4 7/8 EAST TOWER

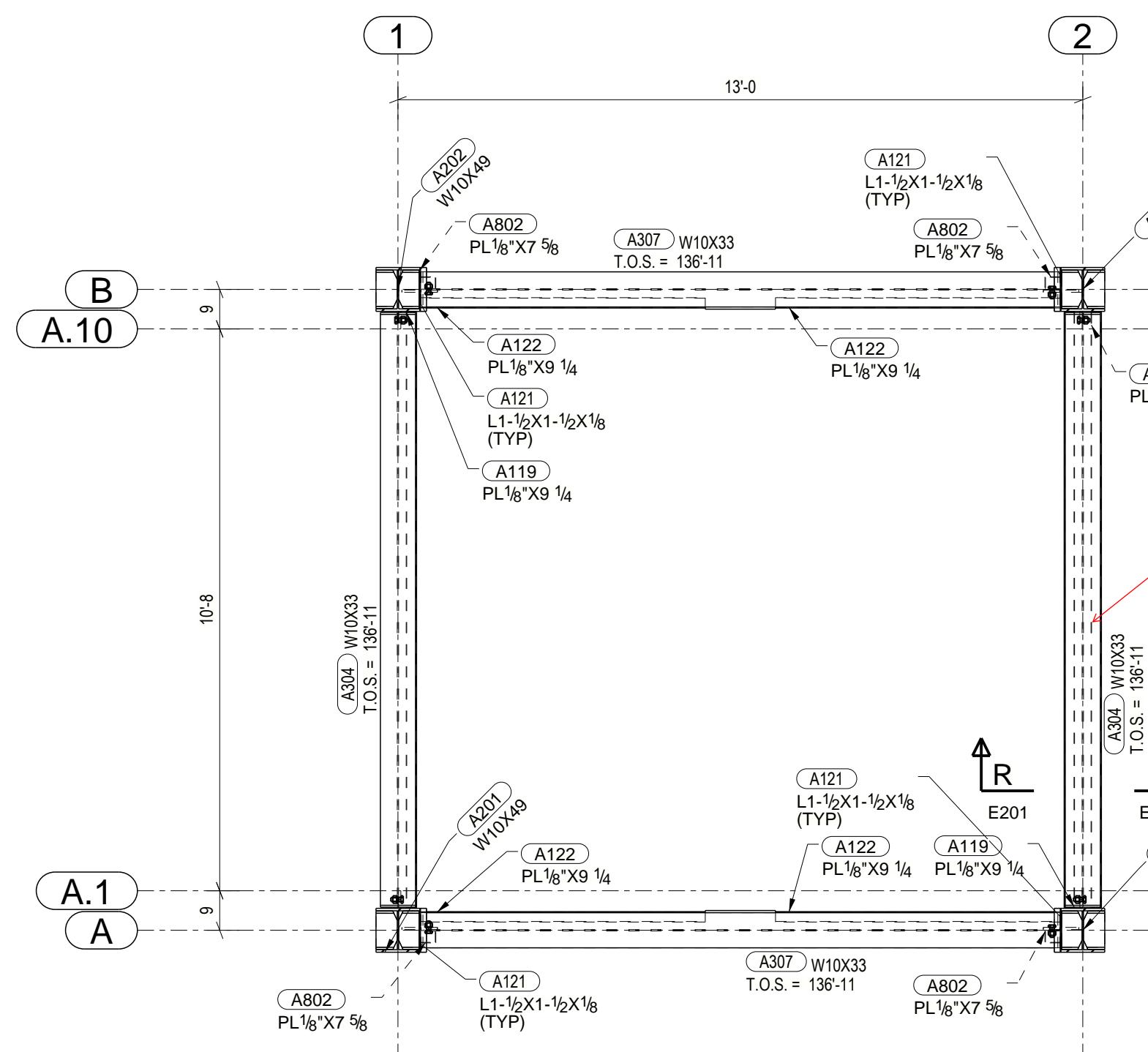


PLAN AT EL. 127'-0 7/8 EAST TOWER

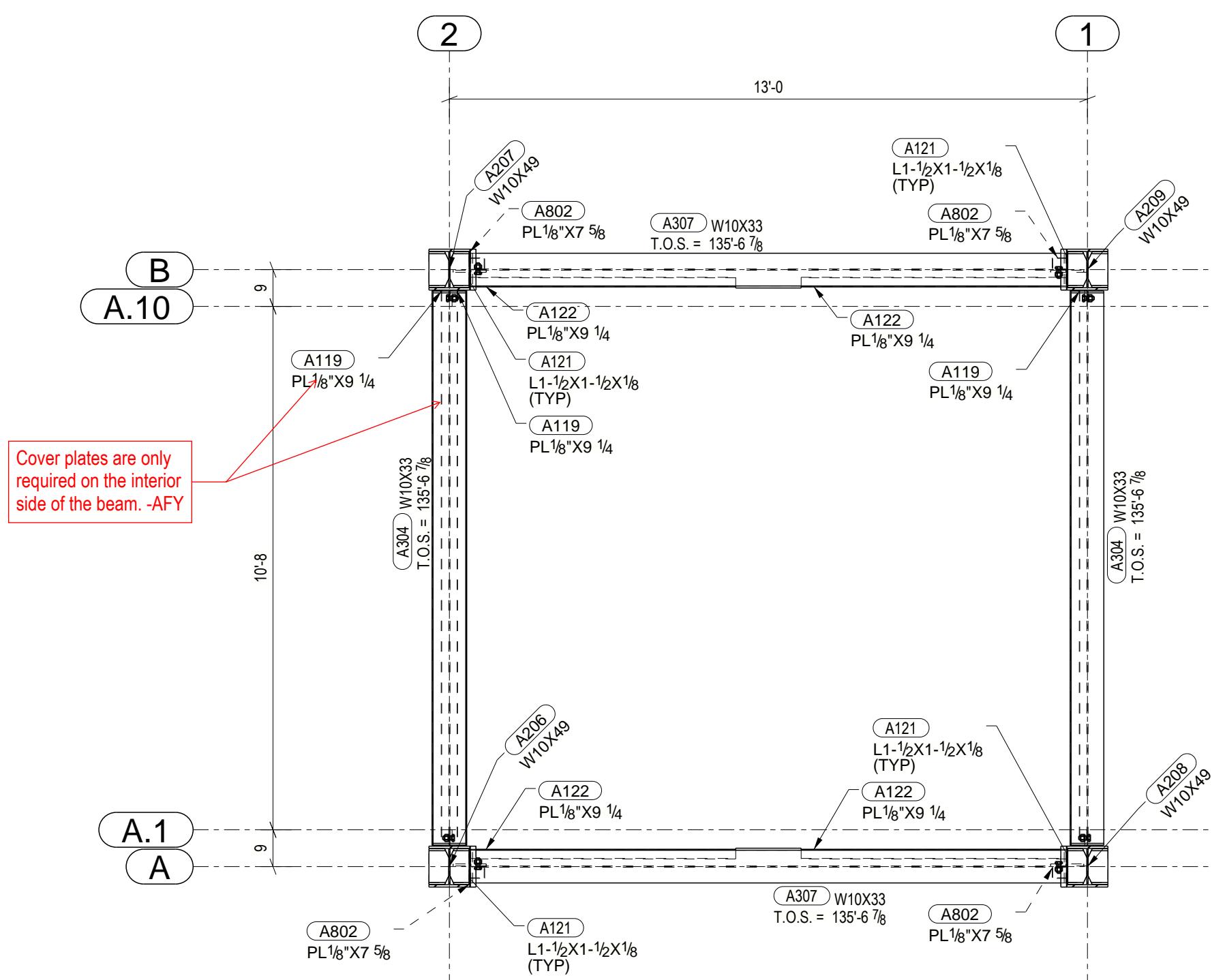
DATE	NO.	DESCRIPTION	BY	STEEL ASTM SEE SPEC	PROJECT NAME
06/28/2022		FOR RE-APPROVAL	JB	ELECTRODES E70-XX	UNO
02/15/2022		FOR FABRICATION	JB	OPEN HOLES 13/16"	UNO
01/17/2022		FOR Re-Approval	JB	BOLTS A325N	UNO
10/22/2021		FOR Approval	JB	ARCHITECT FFKR ARCHITECTS	UNO
			JB	PAINT 1-SIC PRIMER	UNO

W.O.I.  
Lindon, UT 84042  
801-420-2546 www.woistee.com

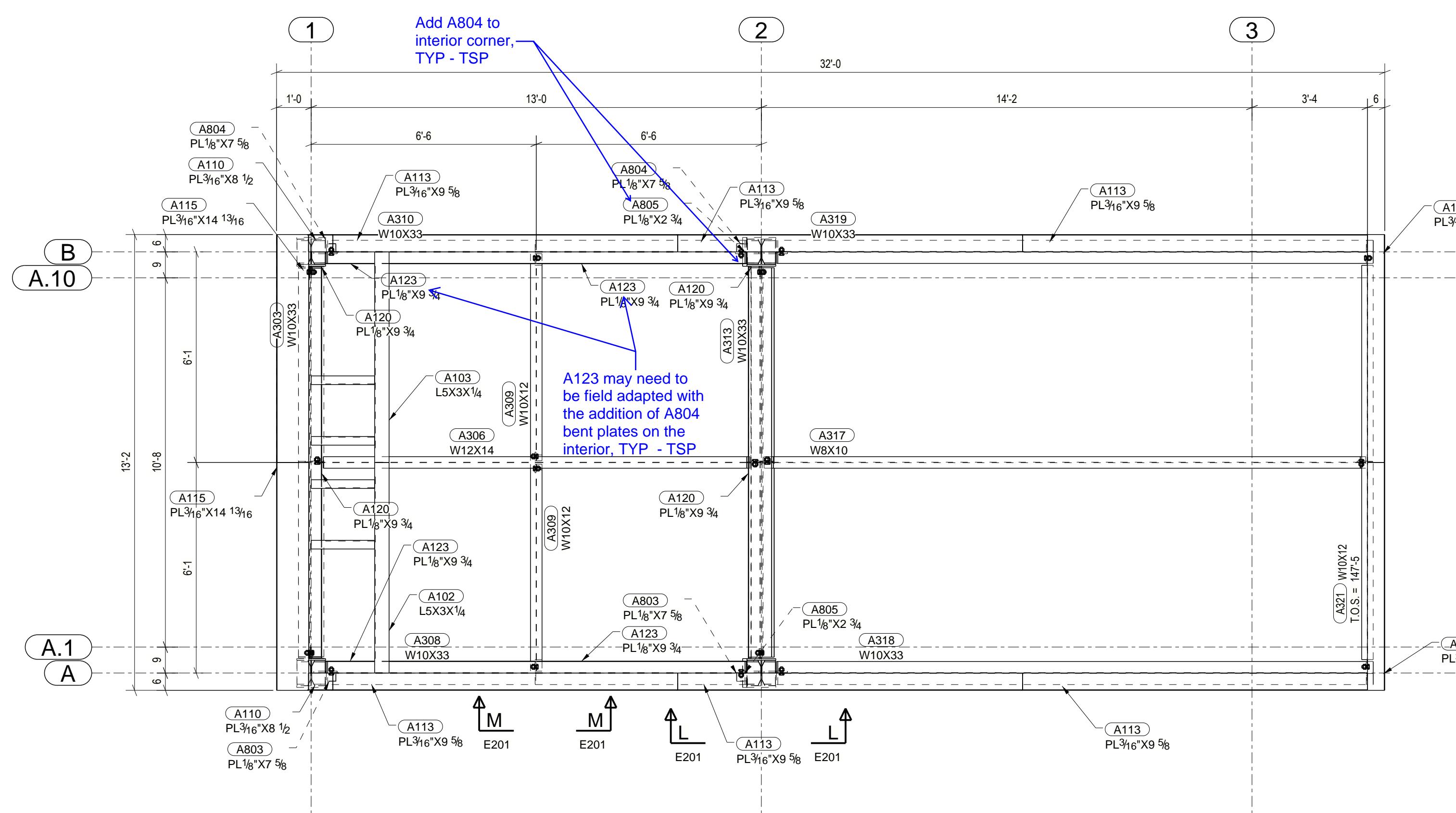
DESCRIPTION PLACEMENT PLAN DATE 10/22/2021 JOB No. UTA  
PLACEMENT PLAN DRAWN BY DRS No. E102



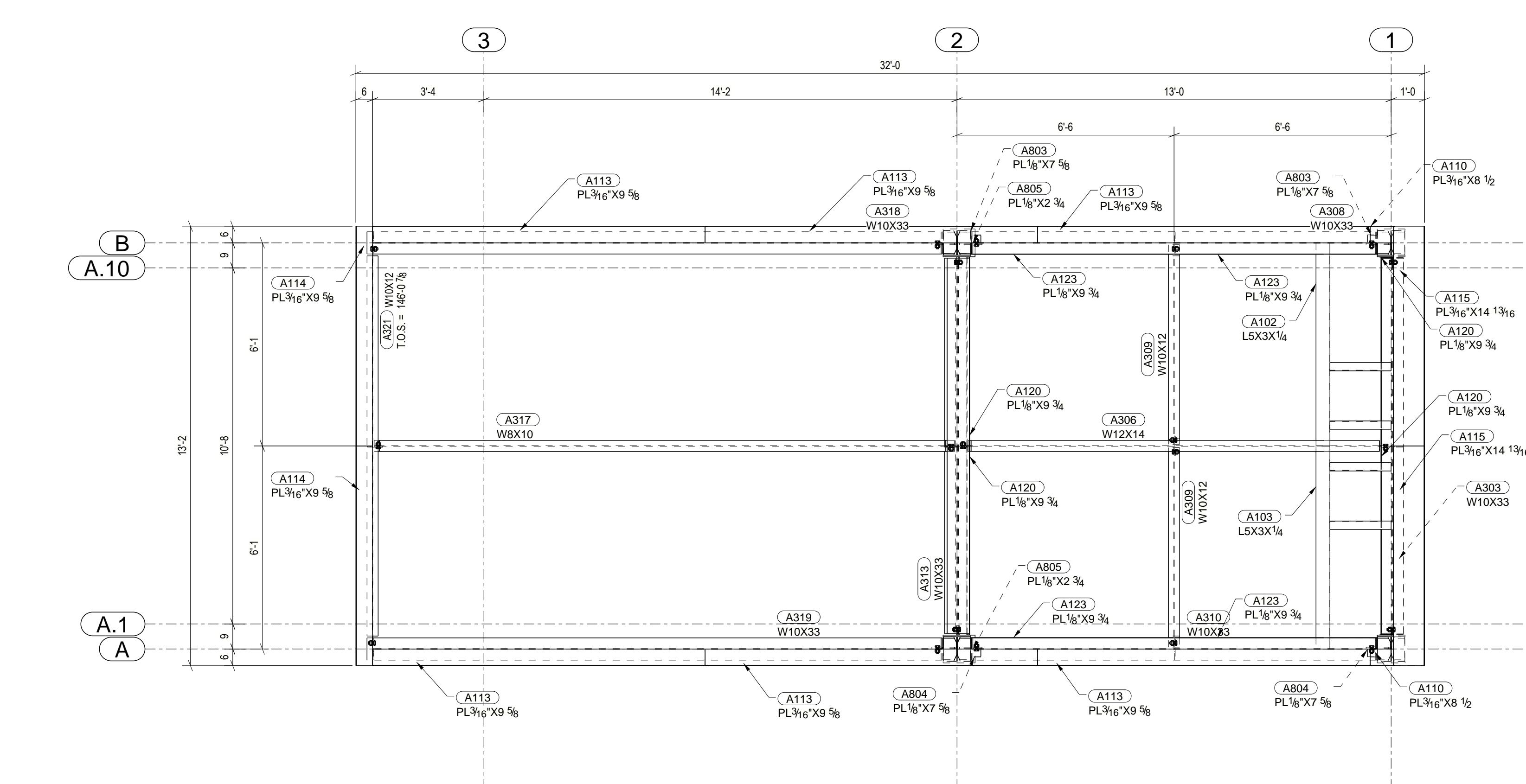
PLAN AT EL. 136'-11" WEST TOWER



PLAN AT EL. 135'-6 7/8 EAST TOWER

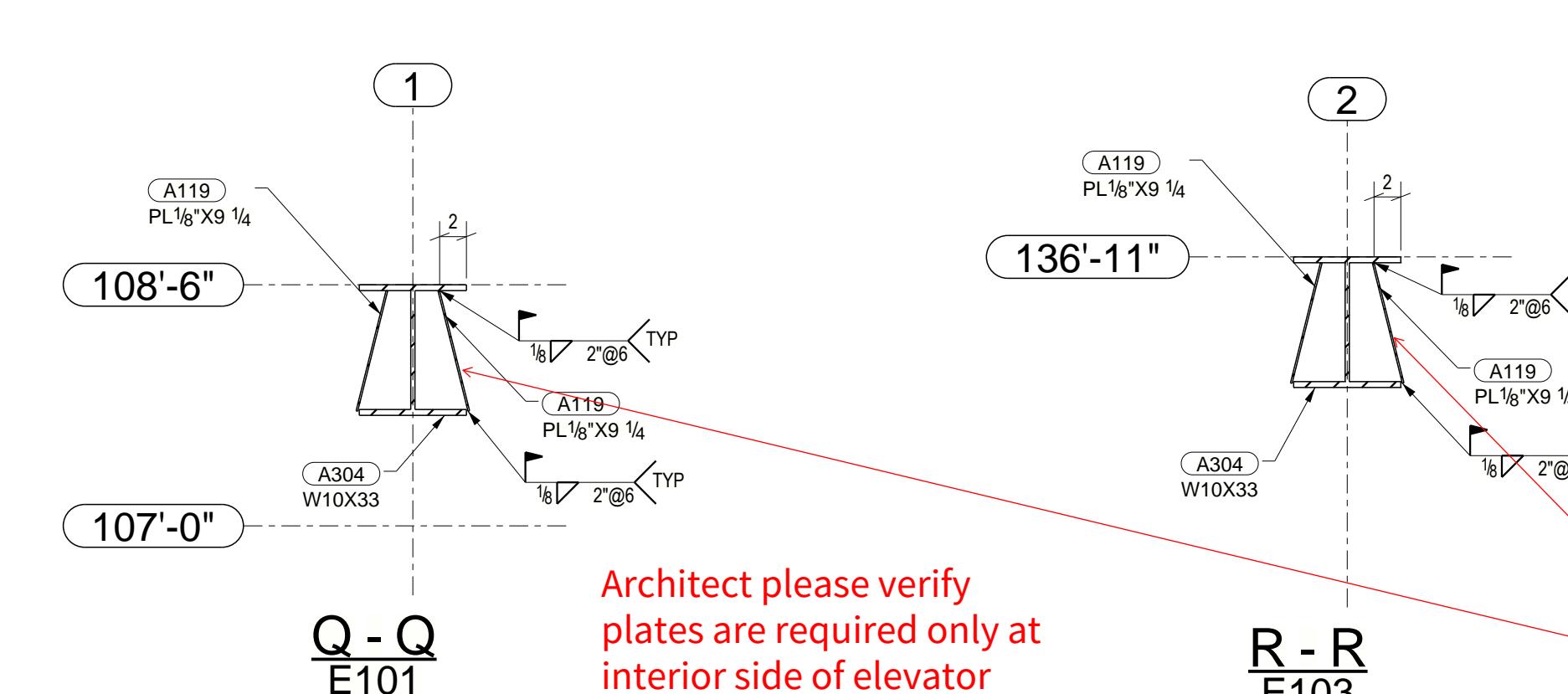
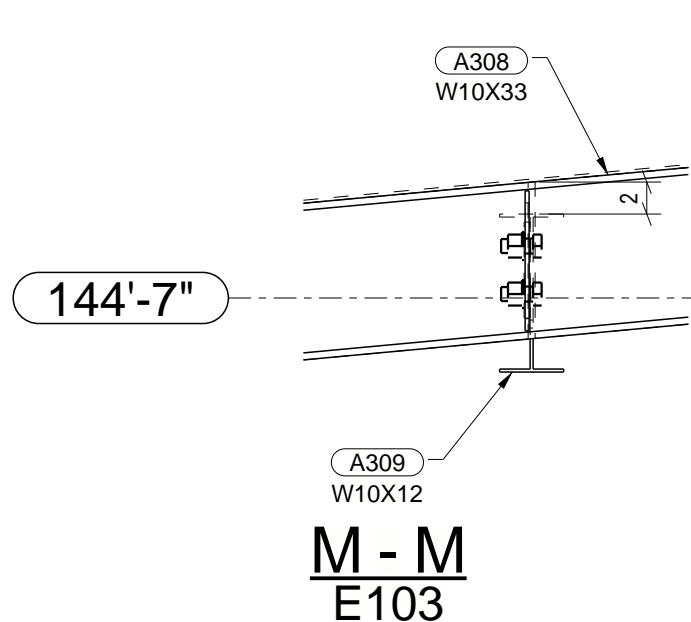
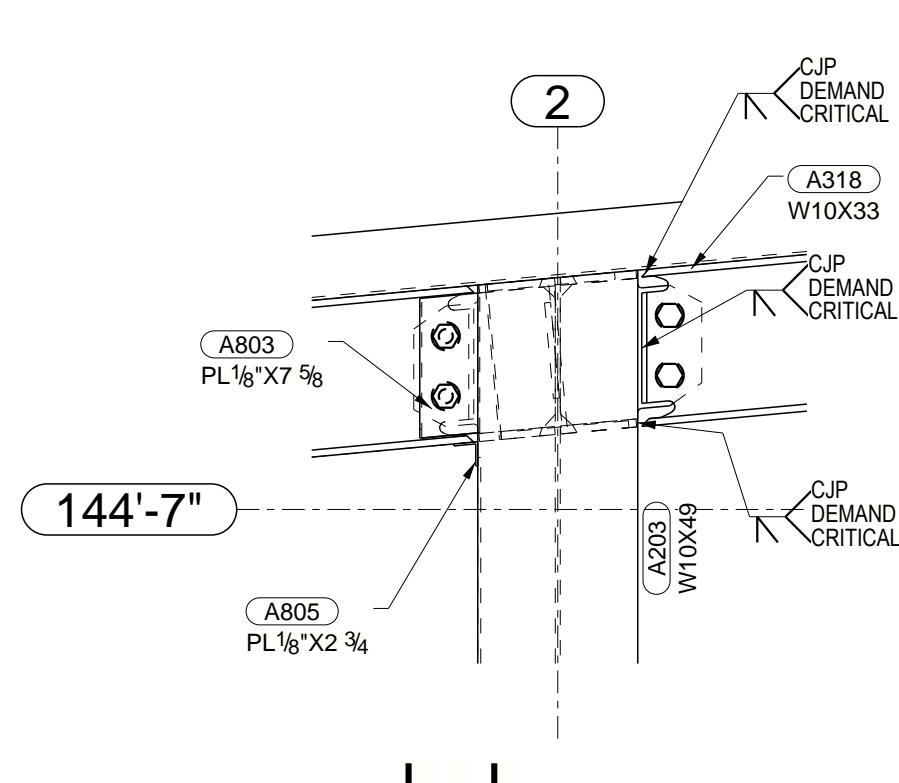
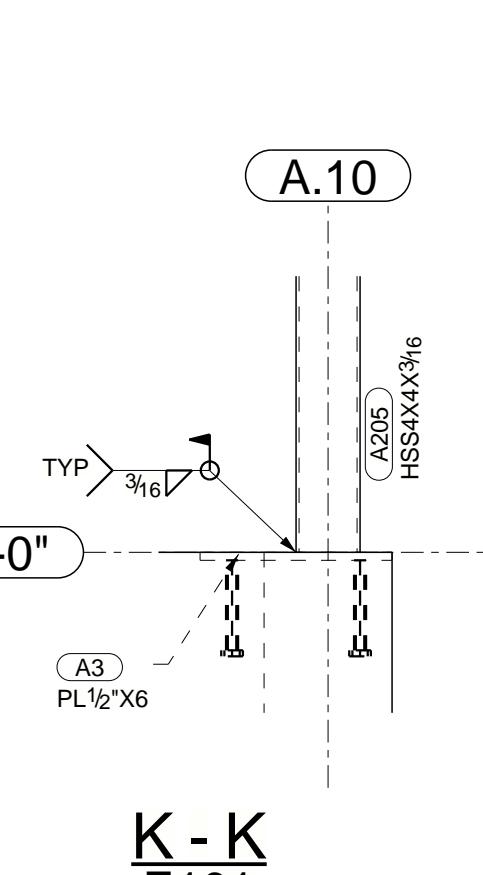
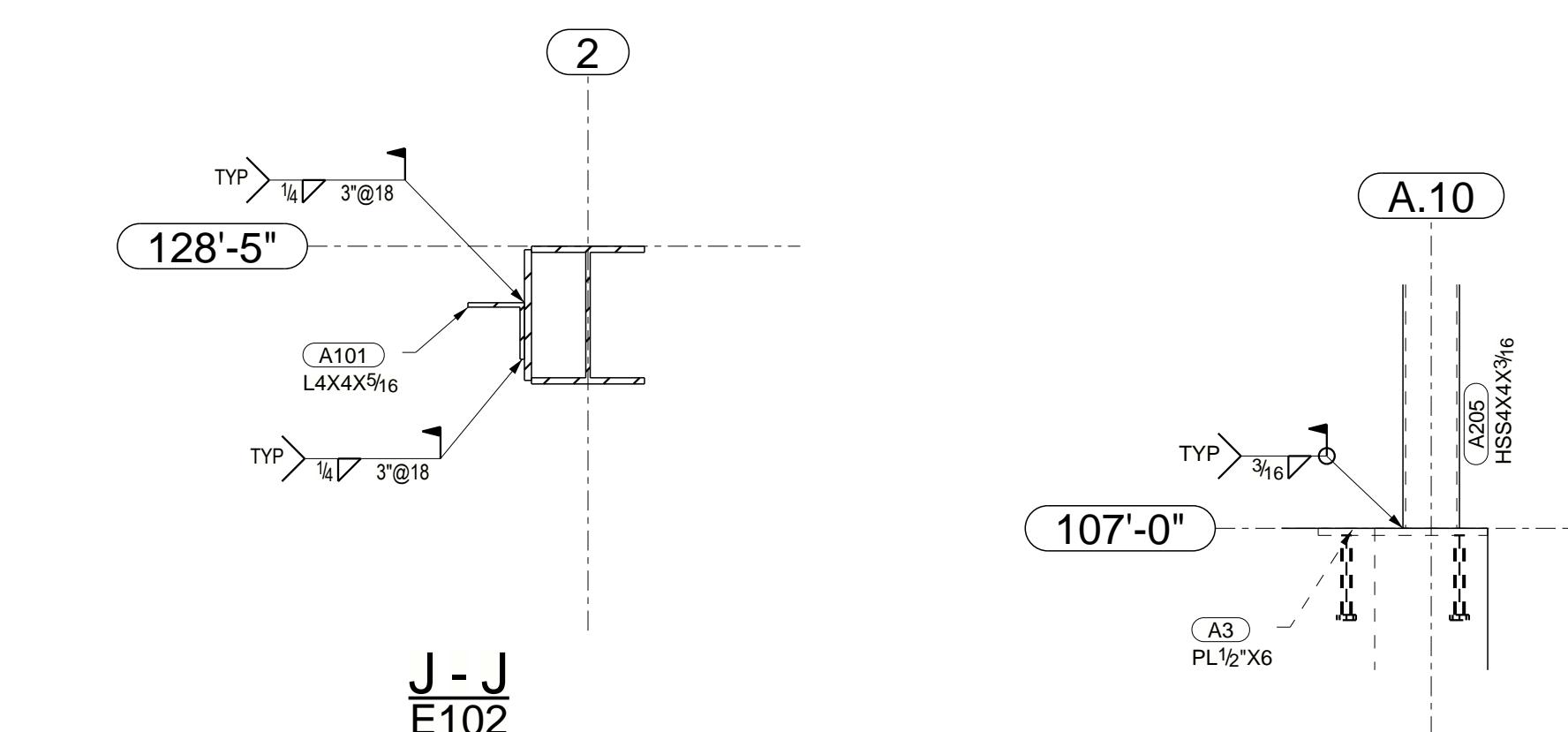
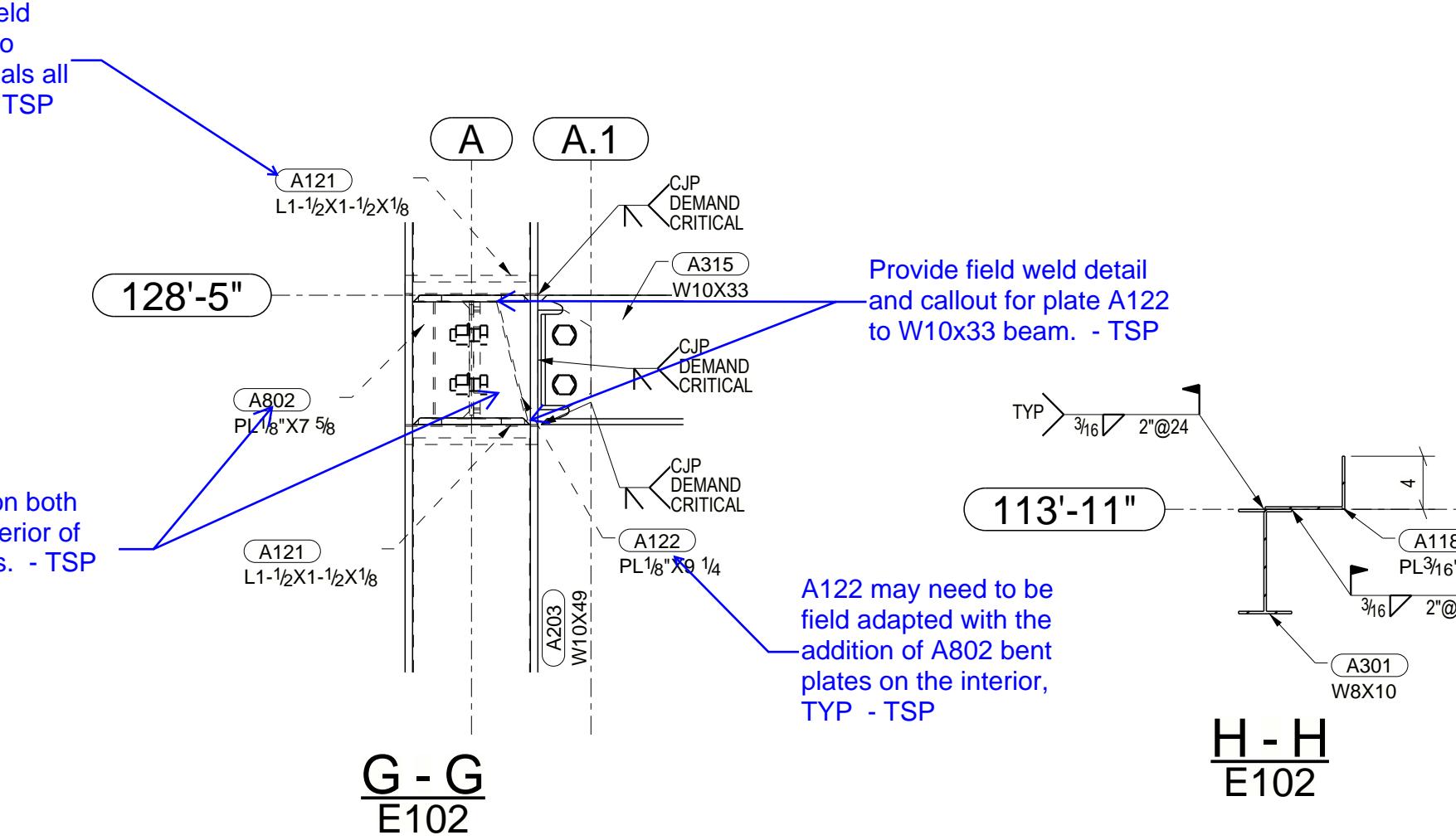
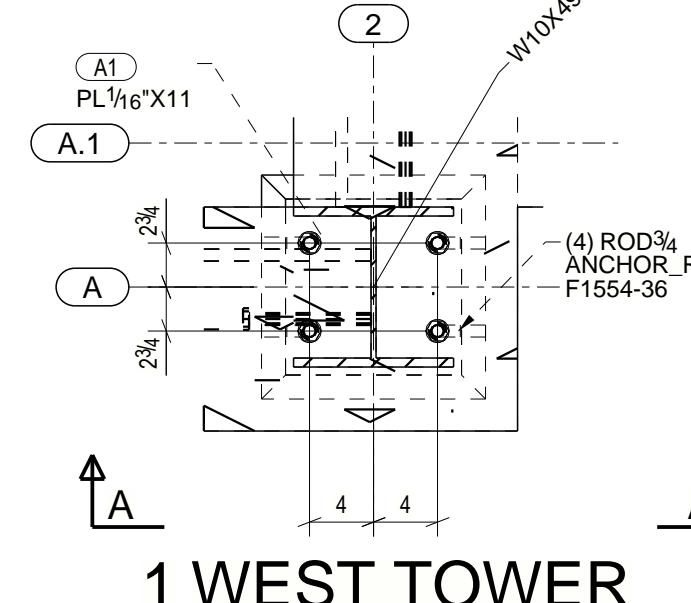
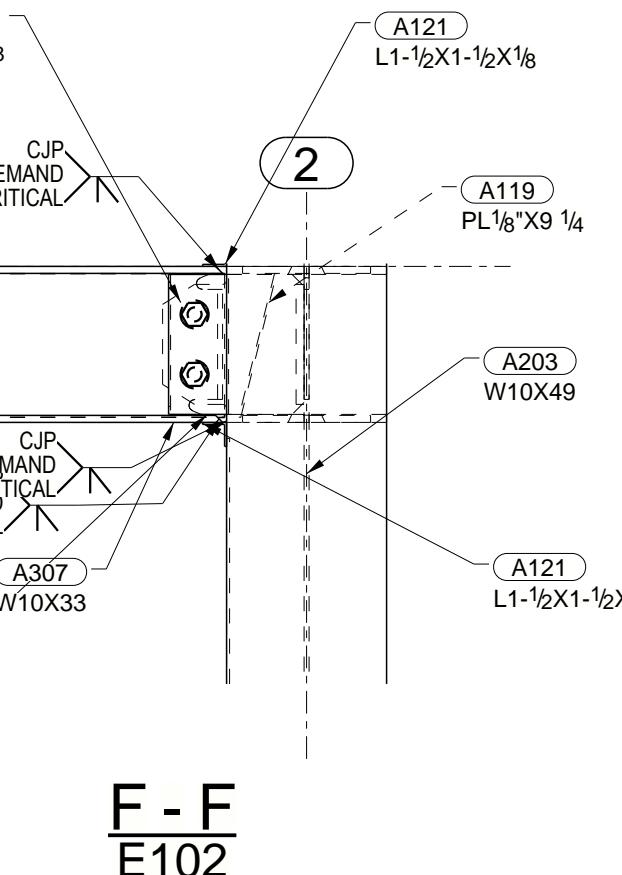
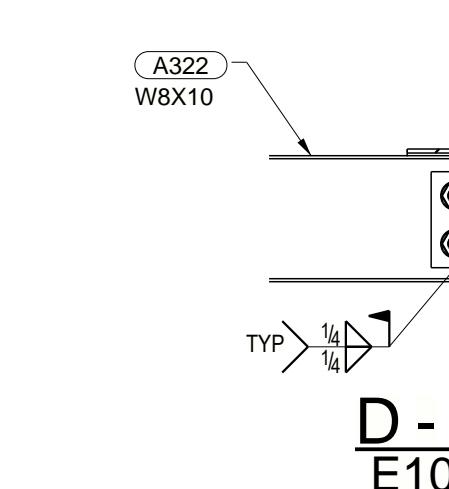
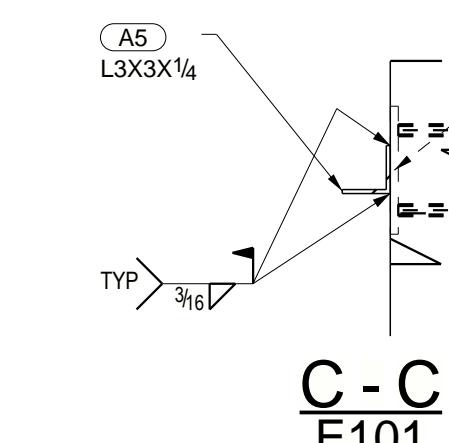
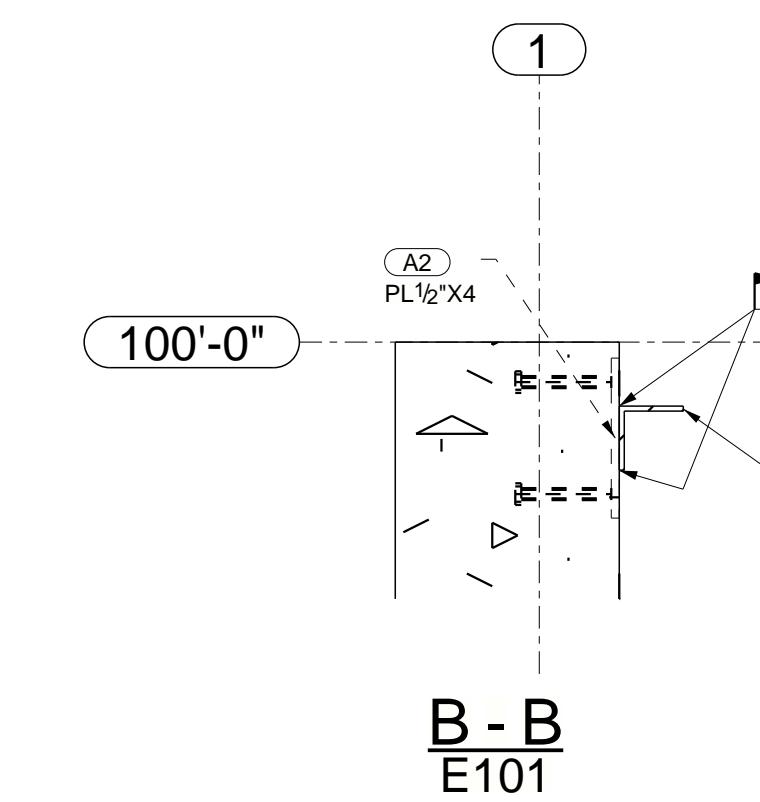
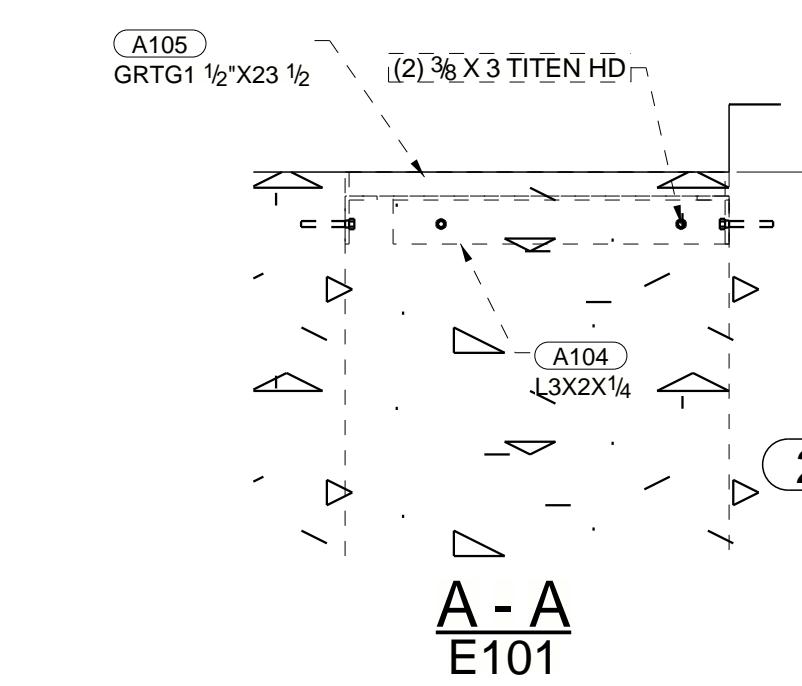
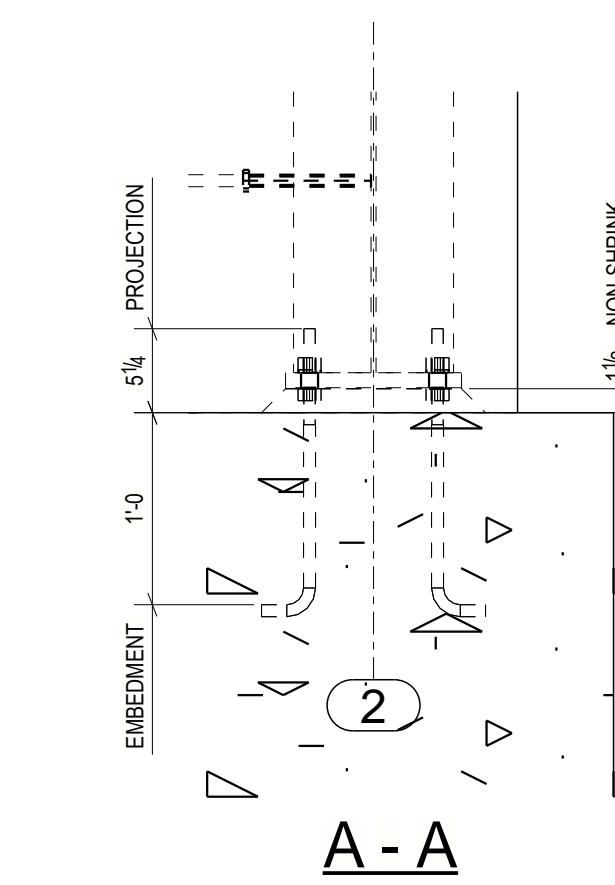


PLAN AT EL. 147'-5" WEST TOWER



PLAN AT EL. 146'-0 7/8 EAST TOWER

DATE	NO.	DESCRIPTION	BY	STEEL ASTM SEE SPEC	UNO	PROJECT NAME	W.O.I.
06/28/2022		FOR RE-APPROVAL	JB	ELECTRODES E70-XX	UNO	UTA PEDESTRIAN ELEVATOR	Lindon, UT 84042
04/11/2022		REVISED	JB	WELDS ASW	UNO	300 N 500 W SLC, UTAH	801-420-2546 www.woistee.com
02/15/2022		FOR Fabrication	JB	OPEN HOLES 13/16"	UNO	CONTRACTOR	DATE 10/22/2021 JOB No. UTA
01/17/2022		For Re-Approval	JB	BOLTS A325N	UNO	ARCHITECT FFKR ARCHITECTS	DESCRIPTION PLACEMENT PLAN DRAWN BY DRS No. E103
10/22/2021		For Approval	JB	PAINT 1-SIC PRIMER	UNO		

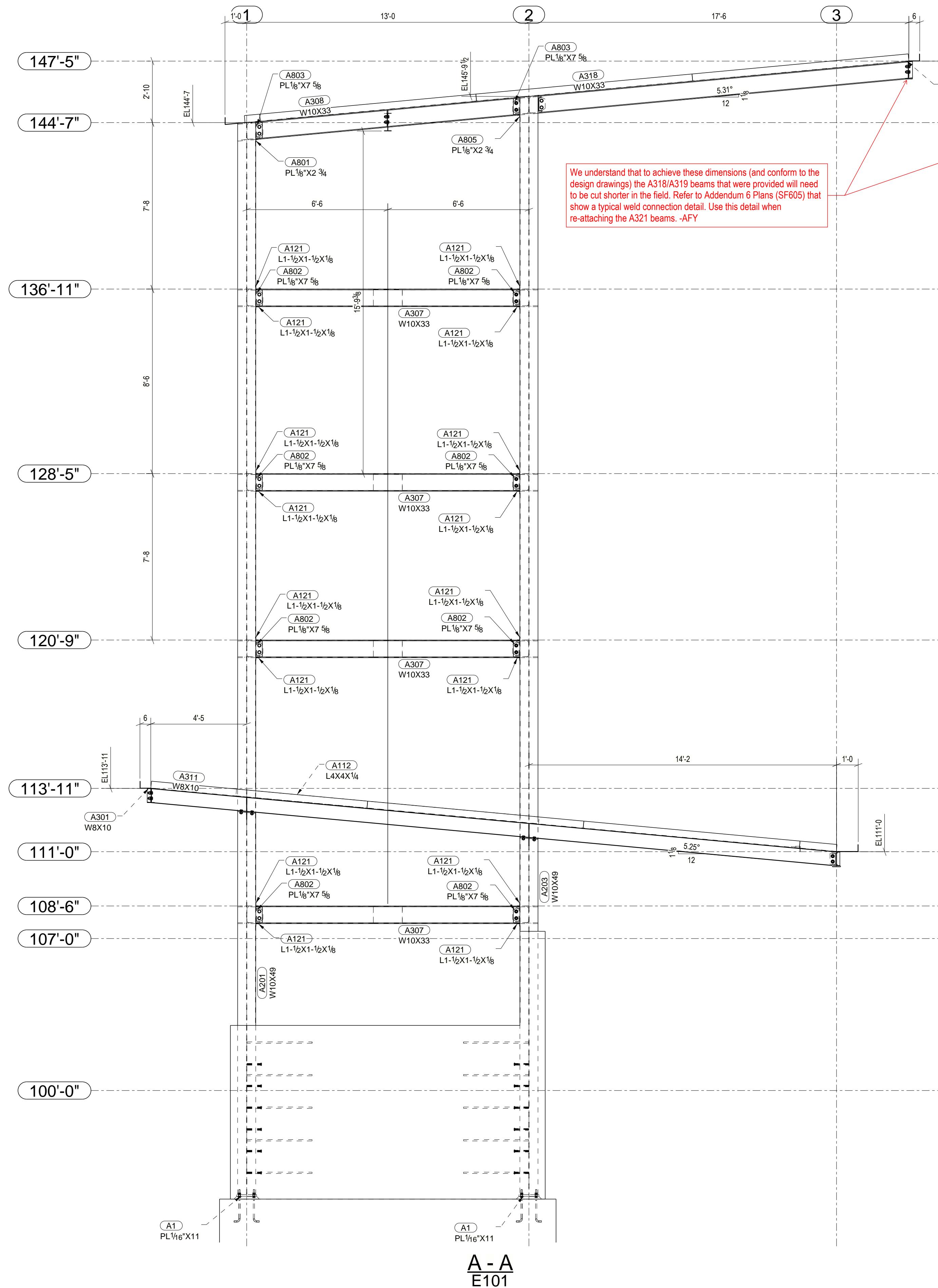


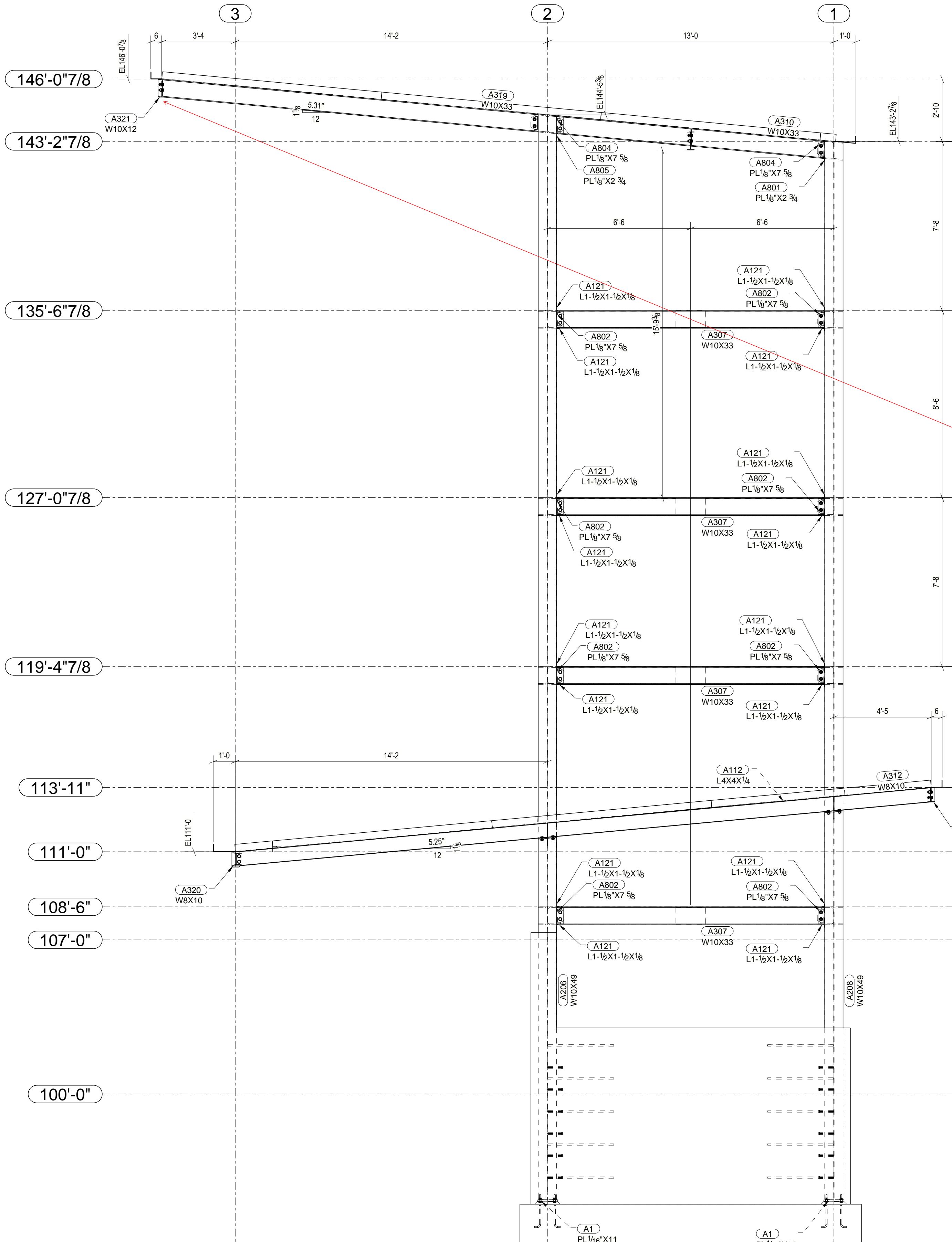
Provide field weld detail of A802/A804 to ensure weld seals all around. TYP. - TSP

W.O.I.  
Lindon, UT 84042  
801-420-2546 www.woistee.com

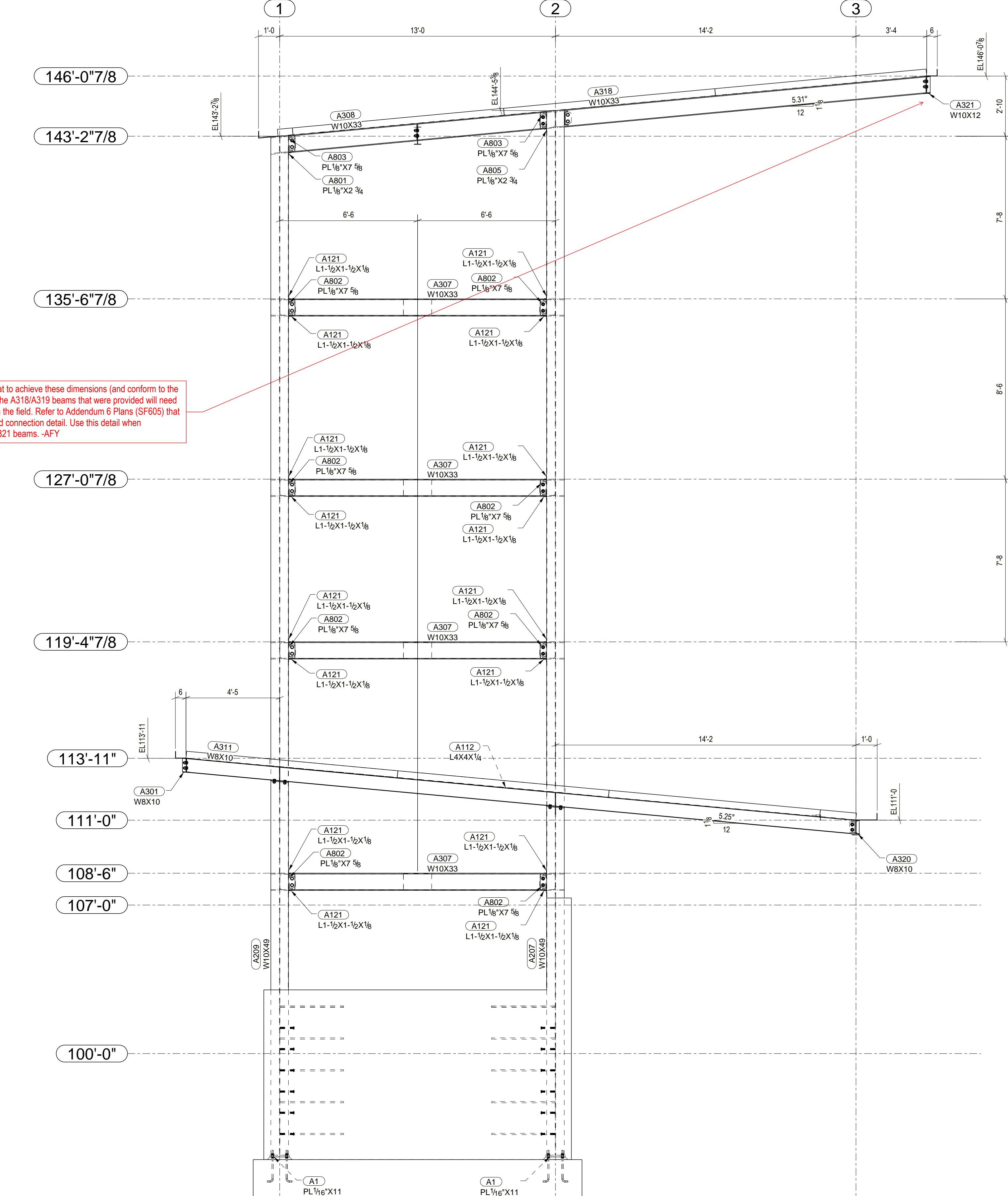
STEEL ASTM SEE SPEC				PROJECT NAME	
06/28/2022	FOR RE-APPROVAL	BY	E70-XX	UNO	UTA PEDESTRIAN ELEVATOR
04/11/2022	REVISED	BY	WELDS ASW	UNO	LOCATION 300 N 500 W SLC, UTAH
02/15/2022	FOR Fabrication	BY	OPEN HOLES 13/16"	UNO	CONTRACTOR
01/17/2022	For Re-Approval	BY	BOLTS A325N	UNO	ARCHITECT
10/22/2021	For Approval	BY	PAINT 1-SIC PRIMER	UNO	FFKR ARCHITECTS

DESCRIPTION SECTIONS DATE 10/22/2021 DRAWN BY DRS No. UTA  
E201



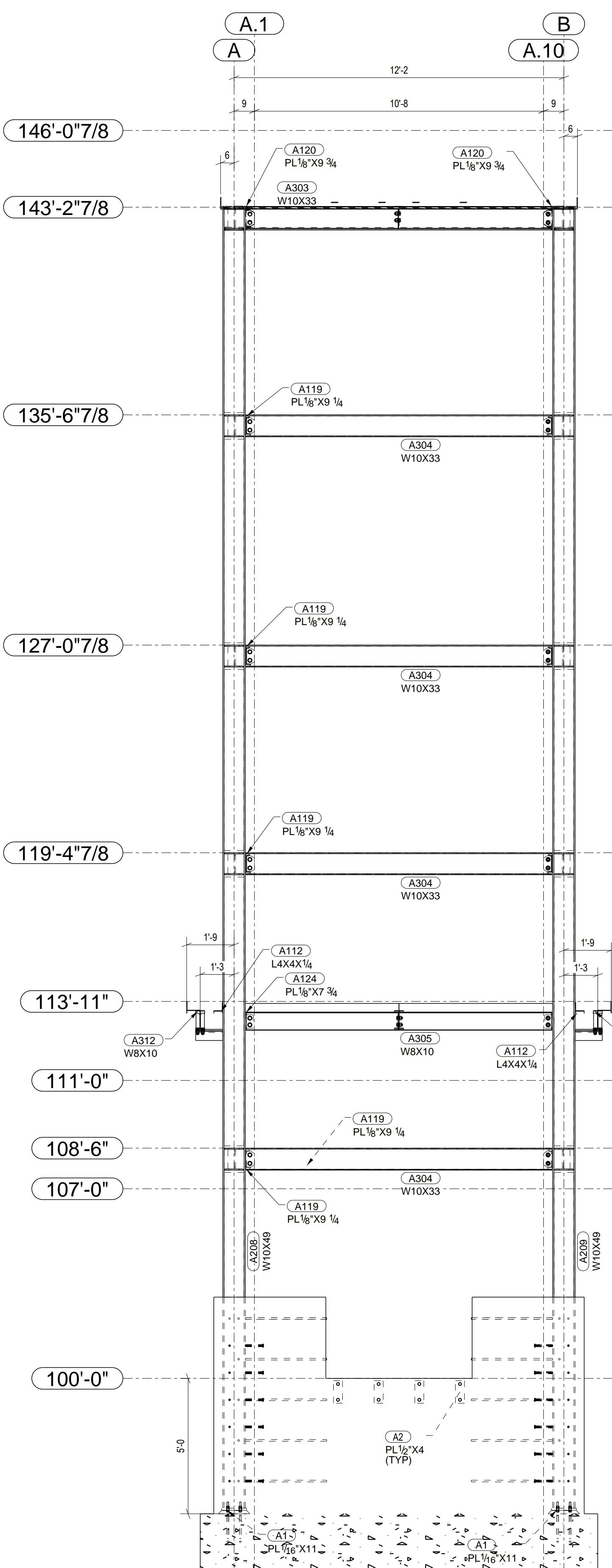
A - A  
E101

EAST TOWER

B - B  
E101

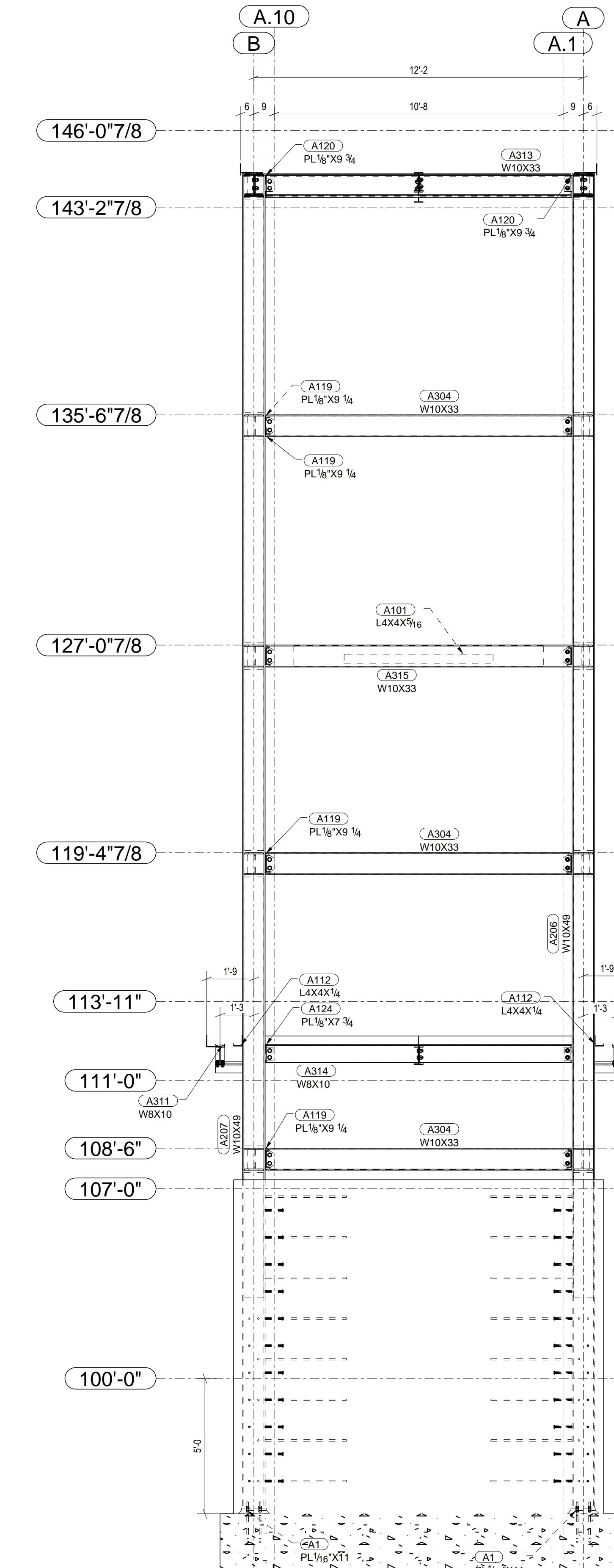
DATE	NO.	DESCRIPTION	BY	STEEL ASTM SEE SPEC	UNO	PROJECT NAME
06/28/2022		FOR RE-APPROVAL	JB	ELECTRODES E70-XX	UNO	UTA PEDESTRIAN ELEVATOR
02/15/2022		For Fabrication	JB	OPEN HOLES 13/16"	UNO	LOCATION 300 N 500 W SLC, UTAH
01/17/2022		For Re-Approval	JB	BOLTS A325N	UNO	CONTRACTOR
10/22/2021		For Approval	JB	PAINT 1-SIC PRIMER	UNO	ARCHITECT FFKR ARCHITECTS

DESCRIPTION	DATE	DRW/WT BY	DRG No.
EAST TOWER E***	10/22/2022	DRW/WT BY	UTA E302



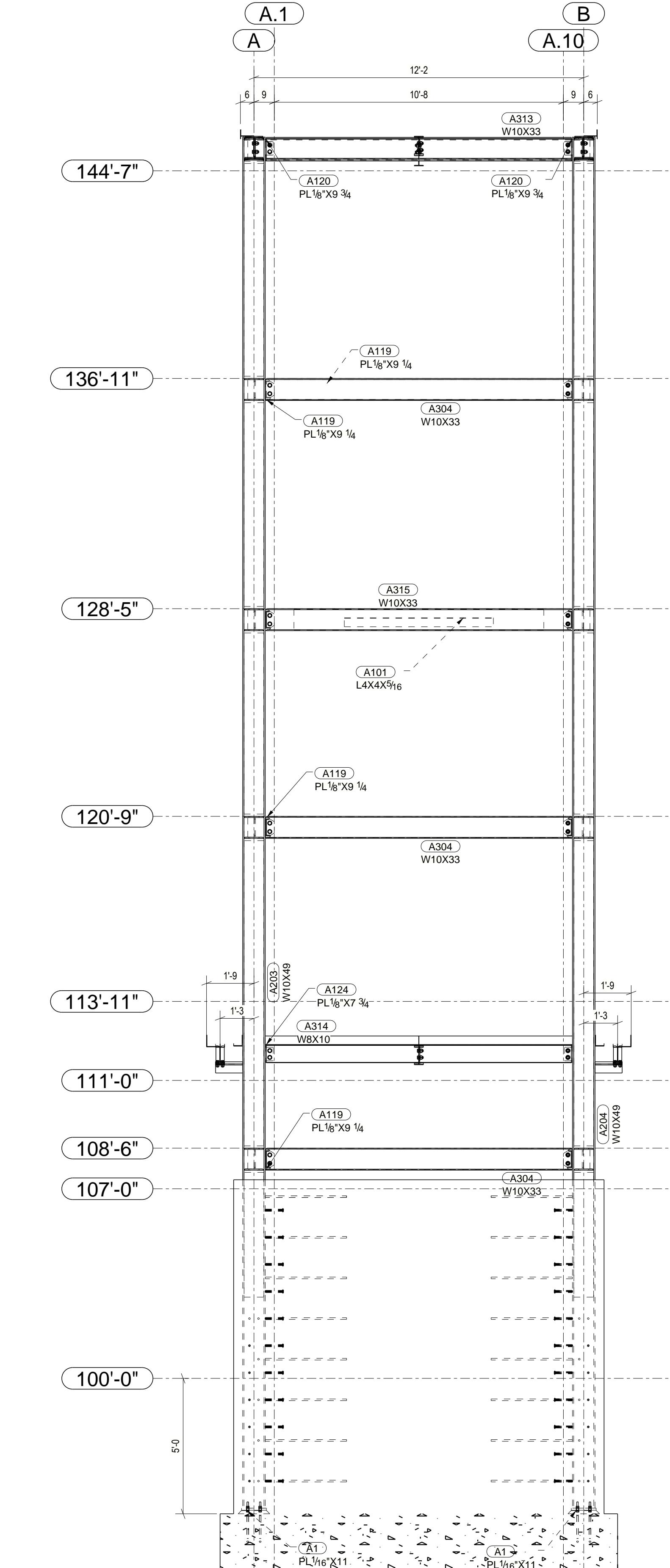
C - C  
E101

# EAST TOWER



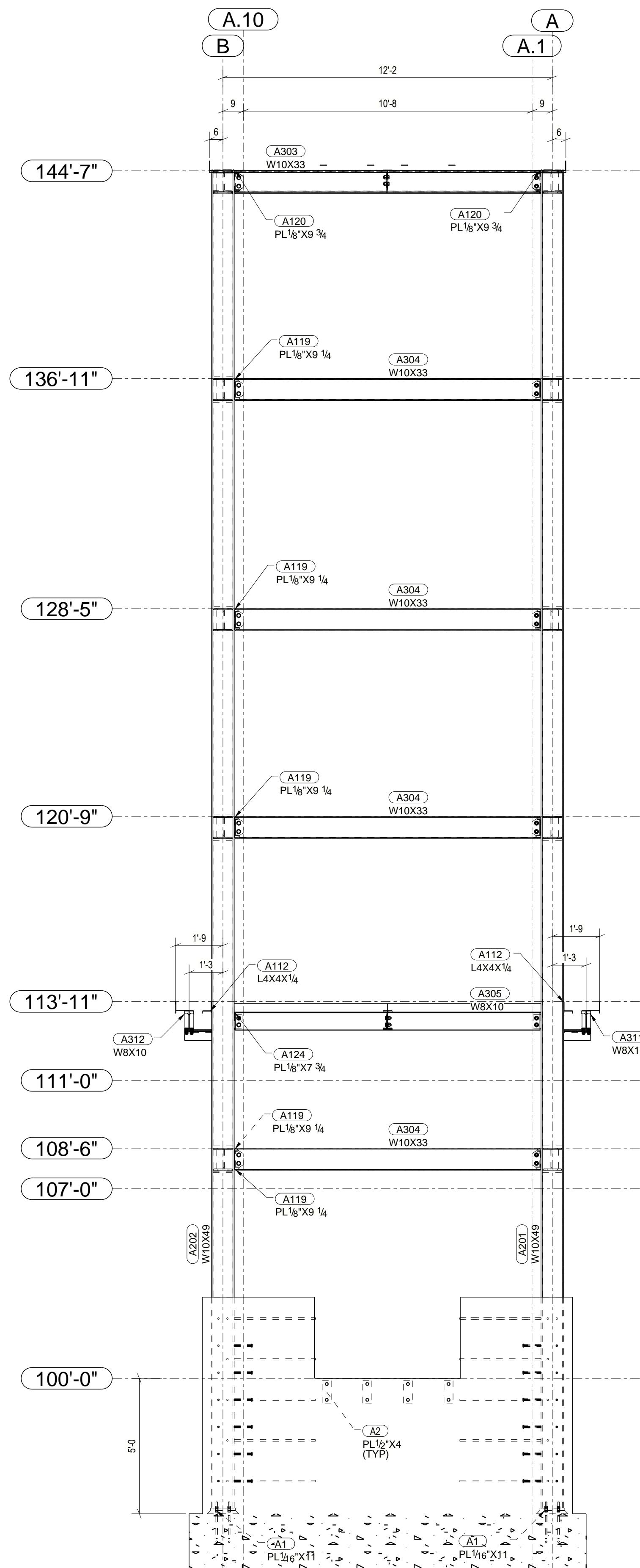
D  
E10

## EAST TOWE



C -  
E10

## WEST TOWER

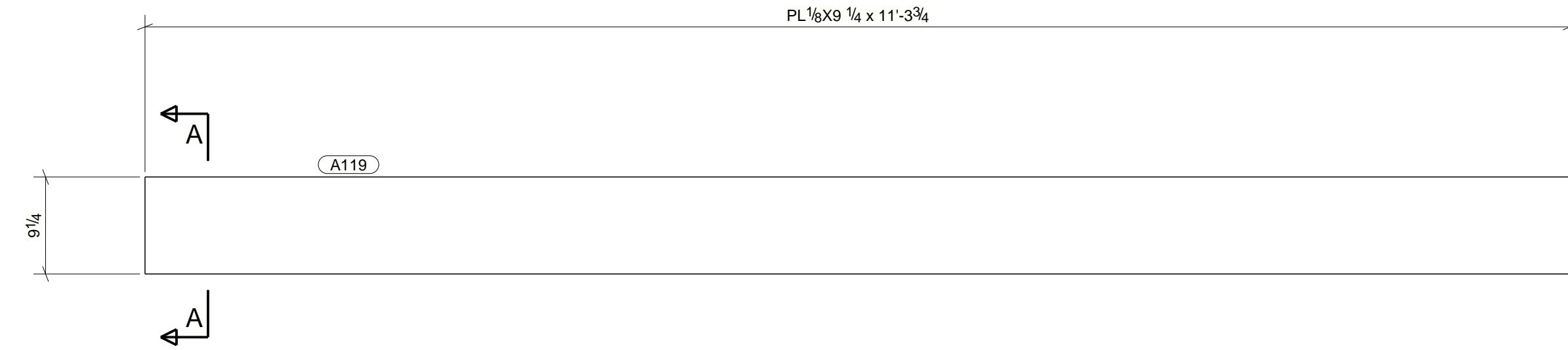


D - D  
E101

# WEST TOWER

DATE	NO.	DESCRIPTION	BY	STEEL ASTM SEE SPEC ELECTRODES E70-XX	UNO	PROJECT NAME UTA PEDESTRIAN ELEVATOR
06/28/2022	1	FOR RE-APPROVAL	JB	WELDS ASW	UNO	LOCATION 300 N 500 W SLC, UTAH
02/15/2022	0	For Fabrication	JB	OPEN HOLES 13/16"	UNO	CONTRACTOR
01/17/2022	B	For Re-Approval	JB	BOLTS A325N	UNO	ARCHITECT
10/22/2021	A	For Approval	JB	PAINT 1-S/C PRIMER	UNO	FFKR ARCHITECTS

# W.O.I.



VERIFY  
QUANTITY

Update per previous comments. -AFY

## 18 - PLATES - A119

Tekla Structures

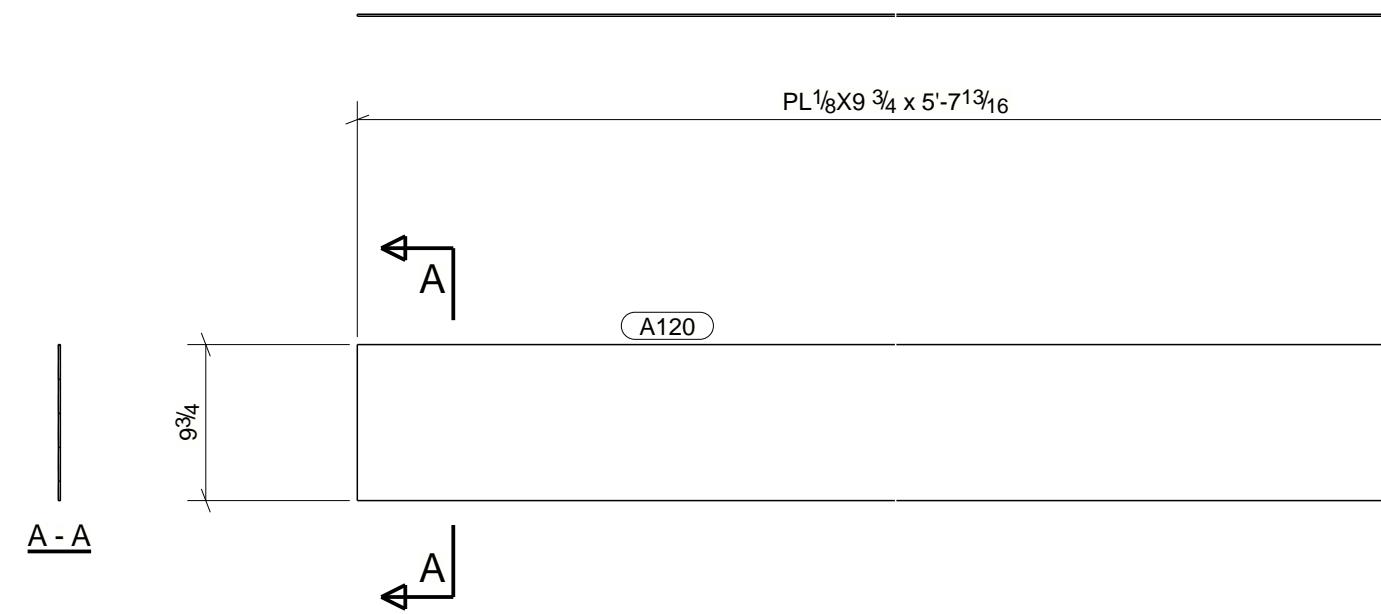
### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A119	18	PLATES			SQ-2
A119	18	PL1/8"X9 1/4"	11'-3 3/4"	801	A36
TOTAL WEIGHT THIS DRAWING			801		

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	<input checked="" type="checkbox"/>	B	For RE-Approval	JB
04/11/2022	<input checked="" type="checkbox"/>	A	For Approval	JB
DATE	NO.		DESCRIPTION	BY

W.O.I.  
Lindon, UT 84042  
801-420-2546 www.woisteel.com



## 8 - PLATES - A120

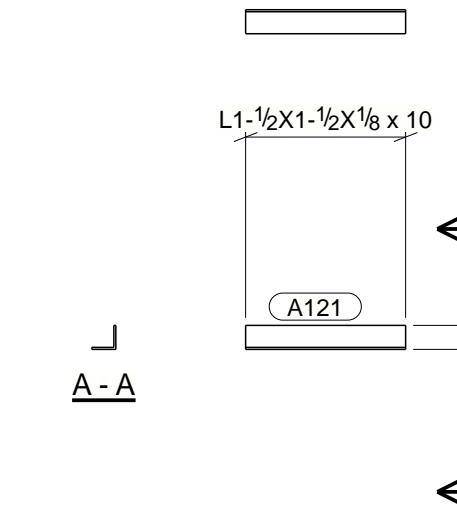
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A120	8	PLATES			SQ-2
A120	8	PL1/8"X9 3/4"	5'-7 13/16"	187	A36
TOTAL WEIGHT THIS DRAWING			187		

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
W.O.I. Lindon, UT 84042 801-420-2546 www.woisteel.com			
DESCRIPTION	DATE 06/28/2022	JOB NO. UTA	
PLATE	DRAWN BY	DRG NO.	A120



## 64 - ANGLES - A121

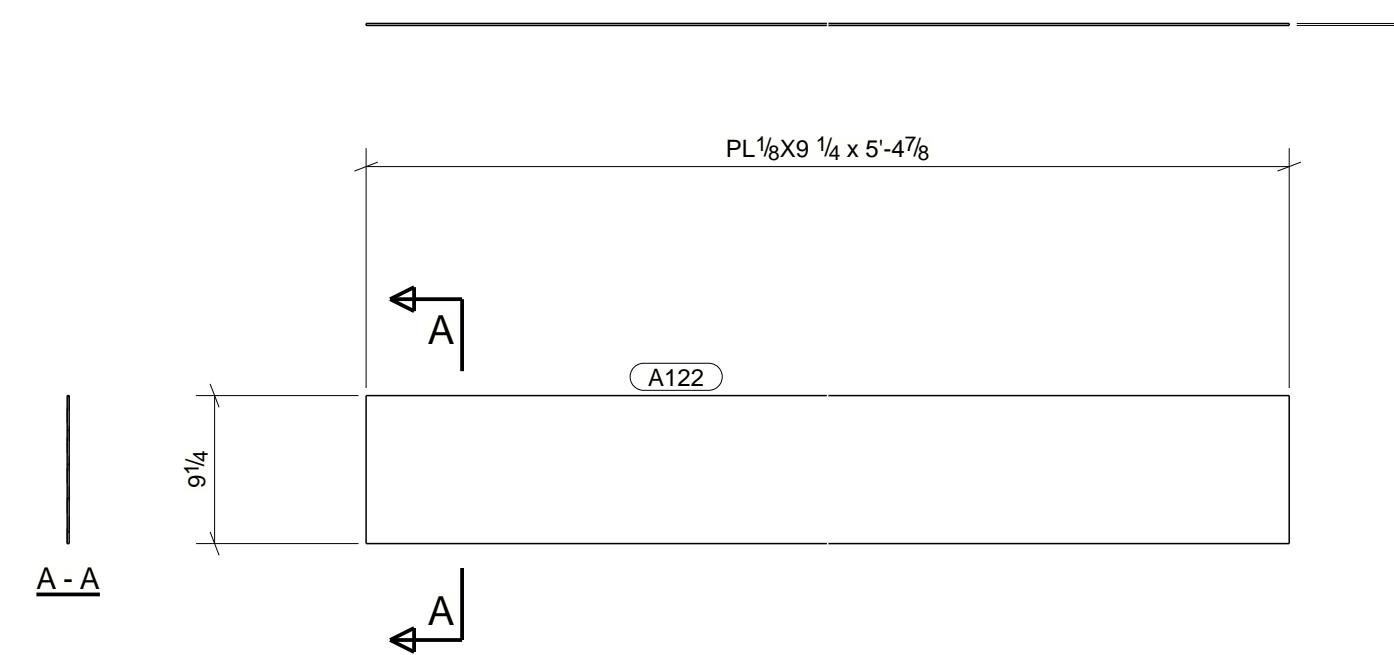
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A121	64	ANGLES			SQ-2
A121	64	L1-1/2X1-1/2X1/8	0'-10"	42	A36
		TOTAL WEIGHT THIS DRAWING		42	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

DATE	NO.	DESCRIPTION	BY
06/28/2022	A	For Approval	JB
		W.O.I.	
		Lindon, UT 84042	
		801-420-2546 www.woisteel.com	
		DESCRIPTION	JOB No.
		ANGLE	UTA
		DATE	
		06/28/2022	
		DRAWN BY	DRG No.
			A121



## VERIFY QUANTITY

Verify against comment  
Section F-F on E201. -

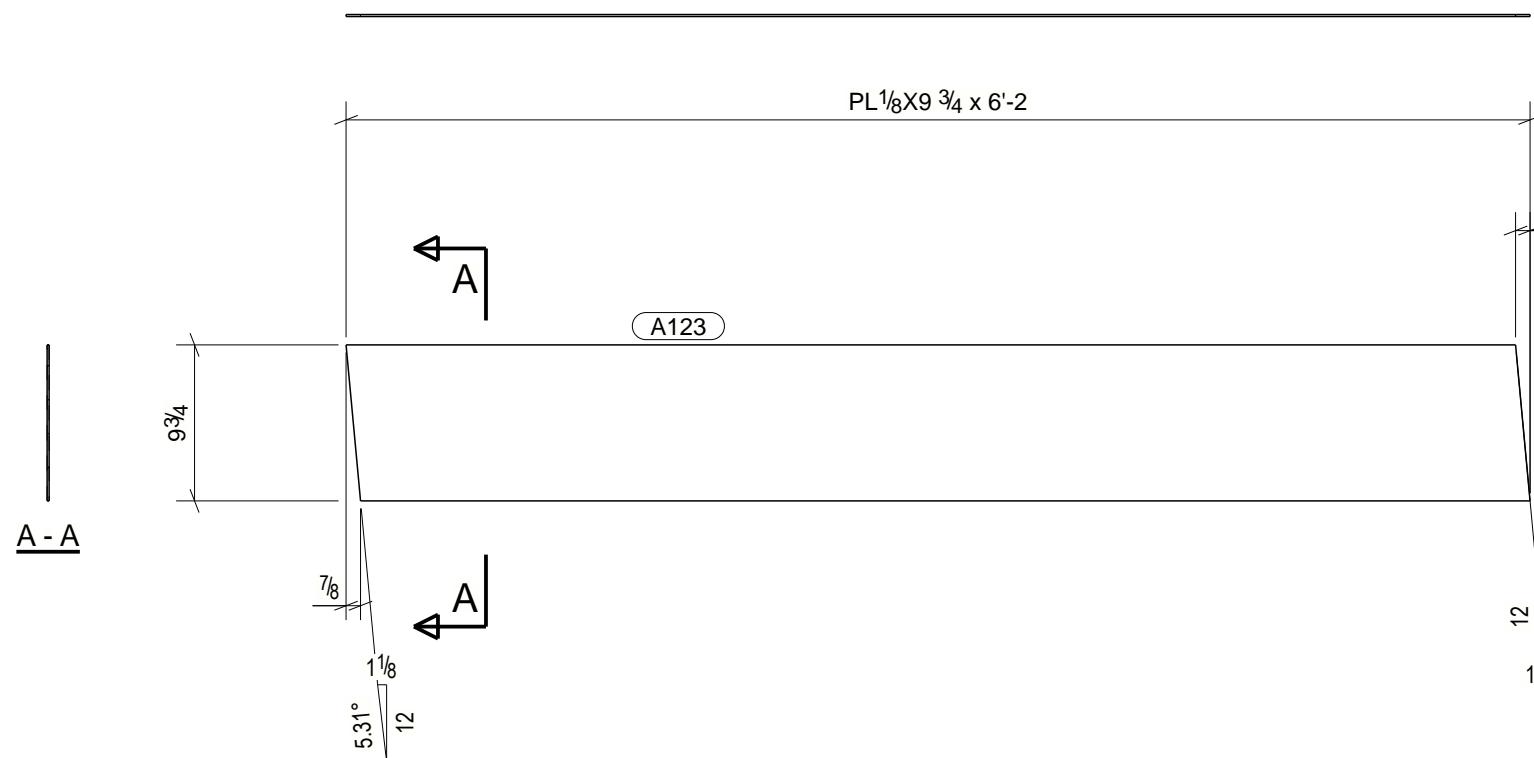
## 32 - PLATES - A12

# BILL OF MATERIAL

BILL OF MATERIAL					
MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A122	32	PLATES			SQ-2
A122	32	PL1/8"X9 1/4"	5'-4 7/8"	681	
		TOTAL WEIGHT THIS DRAWING			681

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
<p style="text-align: center;"><b>W.O.I.</b>            Lindon, UT 84042            801-420-2546 <a href="http://www.woisteel.com">www.woisteel.com</a></p>			
DESCRIPTION		DATE 06/28/2022	JOB No. <b>UTA</b>
PLATE		DRAWN BY	DRG No. <b>A122</b>



## 8 - PLATES - A123

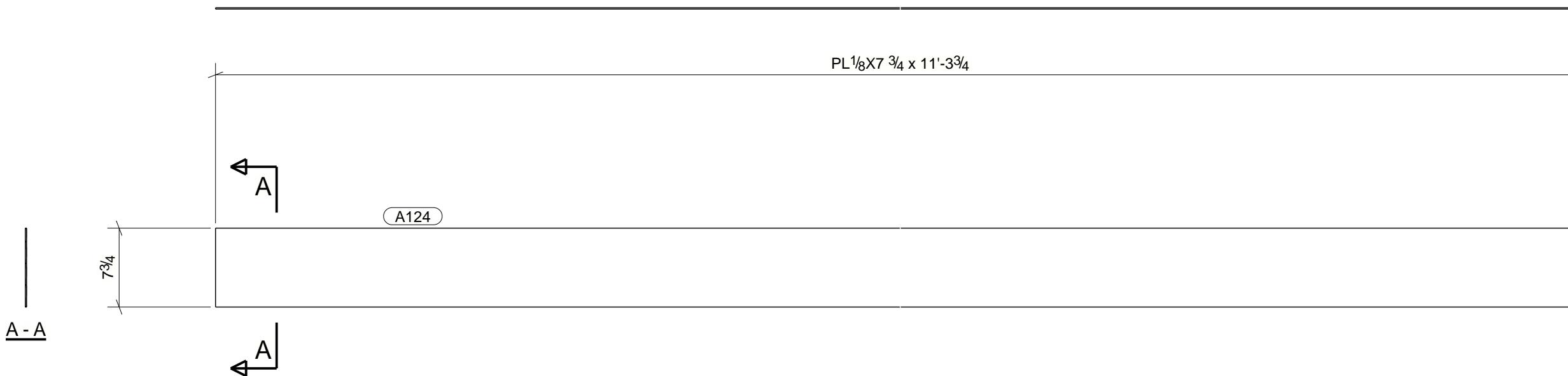
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A123	8	PLATES			BEV-2
A123	8	PL1/8"X9 3/4"	6'-2"	202	A36
		TOTAL WEIGHT THIS DRAWING		202	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
W.O.I. Lindon, UT 84042 801-420-2546 www.woisteel.com			
DESCRIPTION	DATE 06/28/2022	JOB NO. UTA	
PLATE	DRAWN BY	DRG NO.	A123



VERIFY  
QUANTITY

I believe these are used as cover plates for the W8x10s. If so, I have no objection to the quantity. -AFY

#### 4 - PLATES - A124

Tekla Structures

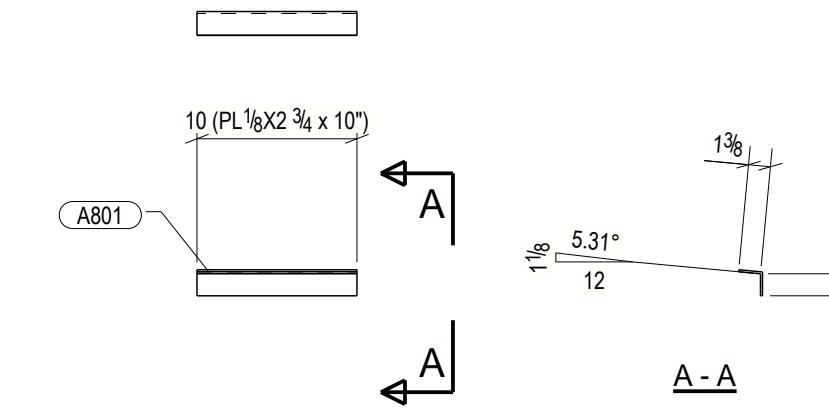
#### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A124	4	PLATES			SQ-2
A124	4	PL1/8"X7 3/4"	11'-3 3/4"	149	A36
TOTAL WEIGHT THIS DRAWING				149	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

DATE	NO.	DESCRIPTION	BY
06/28/2022	A	For Approval	JB
		W.O.I.	
		Lindon, UT 84042	
		801-420-2546 www.woisteel.com	
		DESCRIPTION	DATE
		PLATE	06/28/2022
			JOB No.
			UTA
			DRAWN BY
			DRG No.
			A124

GRID LOCATION	BOTTOM ELEVATION
1/A	143'-8"3/16
1/B	143'-8"3/16
1/B	142'-4"1/16
1/A	142'-4"1/16



## 4 - BENTPLATES - A801

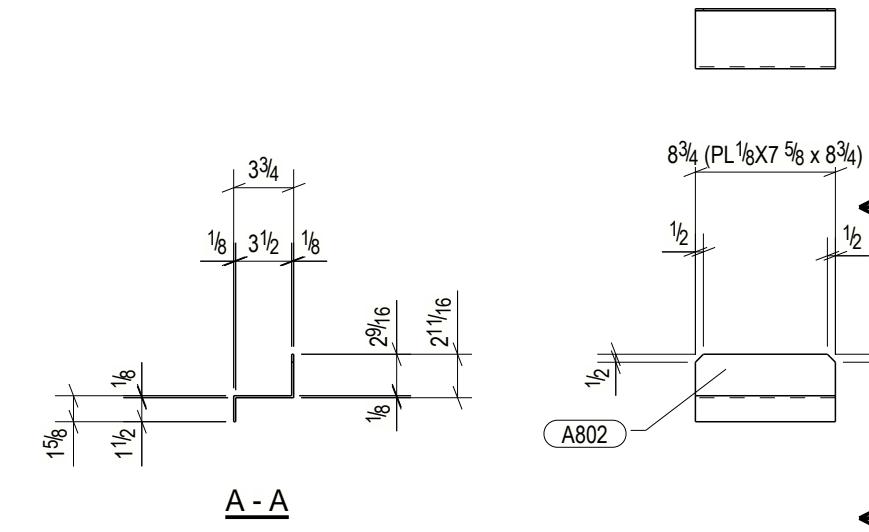
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A801	4	BENTPLATES			BEV-2
A801	4	PL1/8"X2 3/4"	0'-10"	4	A36
		TOTAL WEIGHT THIS DRAWING		4	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	<input checked="" type="checkbox"/>	For Approval	JB
DATE	NO.	DESCRIPTION	BY
		W.O.I.	
		Lindon, UT 84042	
		801-420-2546 www.woisteel.com	
		DESCRIPTION	DATE
		BENTPLATE	06/28/2022
			JOB No.
			UTA
			DRAWN BY
			DRG No.
			A801



Update quantity. These cover plates are intended to be placed on the interior AND exterior of beams. - TSP

### 32 - BENTPLATES - A802

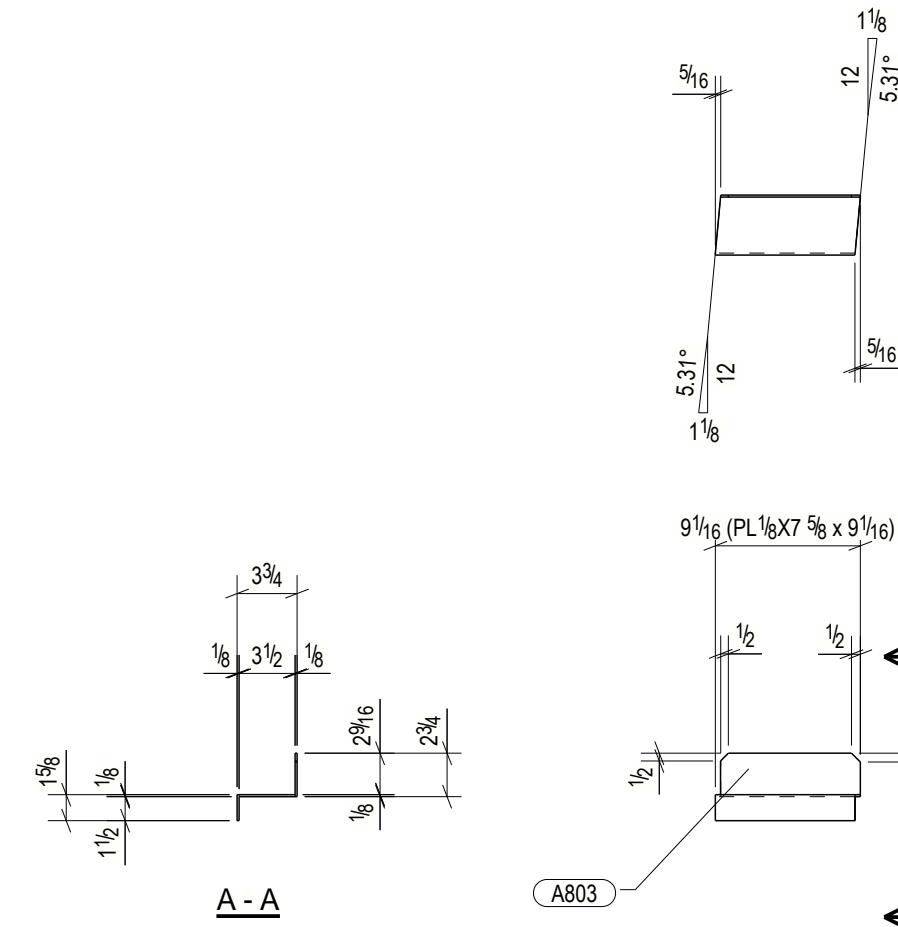
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A802	32	BENTPLATES			SQ-2
A802	32	PL1/8"X7 5/8"	0'-8 3/4"	78	A36
		TOTAL WEIGHT THIS DRAWING		78	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
W.O.I.			
Lindon, UT 84042			
801-420-2546 www.woisteel.com			
DESCRIPTION	DATE	JOB NO.	
BENTPLATE	06/28/2022	UTA	
	DRAWN BY	DRG NO.	
		A802	



Update quantity. These cover plates are intended to be placed on the interior AND exterior of beams. - TSP

#### 4 - BENTPLATES - A803

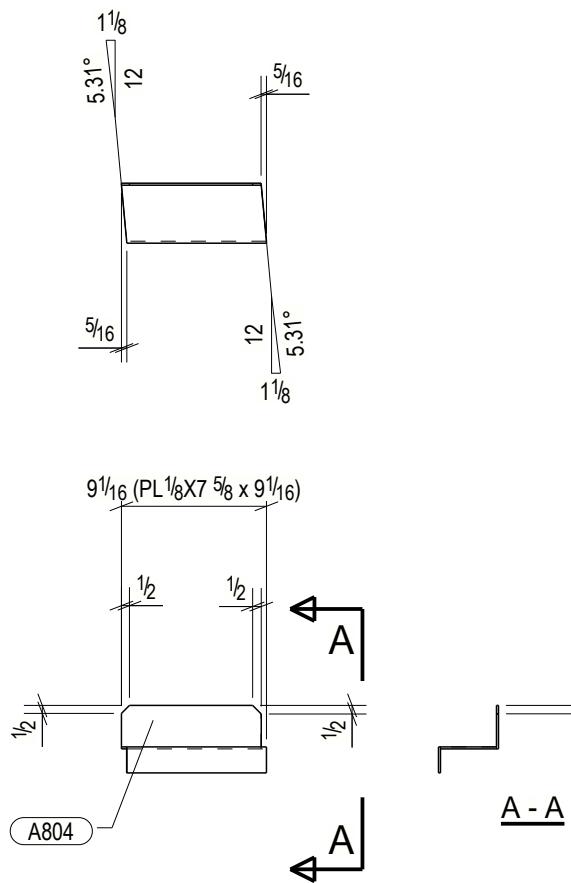
Tekla Structures

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A803	4	BENTPLATES			SQ-2
A803	4	PL1/8"X7 5/8"	0'-9 1/16"	10	A36
		TOTAL WEIGHT THIS DRAWING		10	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
W.O.I.			
Lindon, UT 84042			
801-420-2546 www.woisteel.com			
DESCRIPTION	DATE	JOB NO.	
BENTPLATE	06/28/2022	UTA	
	DRAWN BY	DRG NO.	
		A803	



Update quantity. These cover plates are intended to be placed on the interior AND exterior of beams. - TSP

#### 4 - BENTPLATES - A804

Tekla Structures

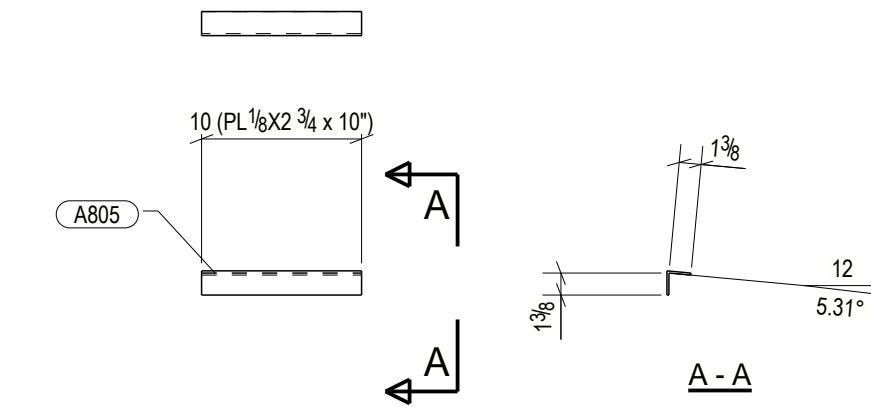
### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A804	4	BENTPLATES			SQ-2
A804	4	PL1/8"X7 5/8"	0'-9 1/16"	10	A36
		TOTAL WEIGHT THIS DRAWING		10	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

06/28/2022	A	For Approval	JB
DATE	NO.	DESCRIPTION	BY
W.O.I.			
Lindon, UT 84042			
801-420-2546 www.woisteel.com			
DESCRIPTION	DATE	JOB NO.	
BENTPLATE	06/28/2022	UTA	
	DRAWN BY	DRG NO.	
		A804	

GRID LOCATION	BOTTOM ELEVATION
2/A	144'-9"3/4
2/B	144'-9"3/4
2/B	143'-5"5/8
2/A	143'-5"5/8



## 4 - BENTPLATES - A805

Tekla Structures

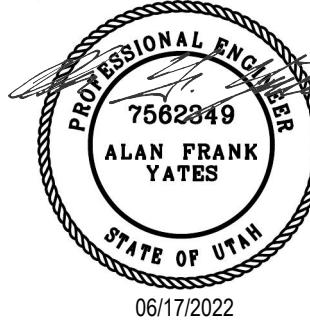
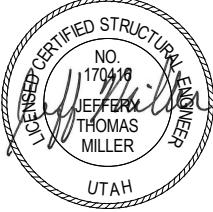
### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
A805	4	BENTPLATES			BEV-2
A805	4	PL1/8"X2 3/4"	0'-10"	4	A36
		TOTAL WEIGHT THIS DRAWING		4	

STEEL ASTM	SEE SPEC	UNO	PROJECT NAME	UTA PEDESTRIAN ELEVATOR
ELECTRODES	E70-XX	UNO	LOCATION	300 N 500 W SLC, UTAH
WELDS	ASW	UNO	CONTRACTOR	
OPEN HOLES	13/16"	UNO	ARCHITECT	FFKR ARCHITECTS
BOLTS	A325N	UNO		
PAINT	1-S/C PRIMER	UNO		

DATE	NO.	DESCRIPTION	BY
06/28/2022	A	For Approval	JB
		W.O.I.	
		Lindon, UT 84042	
		801-420-2546 www.woisteel.com	
		DESCRIPTION	DATE
		BENTPLATE	06/28/2022
			JOB No.
			UTA
			DRAWN BY
			DRG No.
			A805

## MEMORANDUM

To	Grey Turner, PE Utah Transit Authority Program Manager	
From	AJ Yates, PE Civil Science Project Manager   Structures Design Lead	
	Jeff Miller, SE Reaveley Engineers Engineer of Record (Elevator Shafts)	
cc	Jerry Jensen, AIA FFKR Architects Architect of Record	
Date	16 June 2022	6/17/2022
Subject	SLC_OP_1 – Structural Steel Material Substitution for the Elevator Shafts	

This memo provides information and recommendations for Utah Transit Authority (UTA) and Salt Lake City's (SLC) consideration for accepting the structural steel as fabricated and erected on the 300 North Pedestrian Bridge (SLC\_OP\_1) project. The original design intent was to use weathering steel (ASTM A588 and ASTM A847) with a minimum yield strength (Fy) of 50 ksi. We understand the provided steel is non-weathering steel (ASTM A992 and ASTM A36) with a yield strength that meets or exceeds 50 ksi.

This memo also addresses selected items presented in the memorandum from Salt Lake City to UTA dated April 26, 2022 regarding "Processes & Products Required Before Salt Lake City Agrees to Assume Ownership of the 300 North Pedestrian Bridge (City Job #RDW 20038; UTA Job #SLC\_OP\_1)". In this document, SLC requests the "project consultant designer to resubmit new calculations for strength, properties, performance, and maintenance..." We provide the following items to be used for UTA's response.

The design team has reviewed the steel material certifications provided by the contractor. According to these documents, the wide flange sections conform to ASTM A992, and the steel plates conform to ASTM A36. Both materials meet the yield strength requirement of 50 ksi. While the ASTM A36 specification requires a minimum yield strength of 36 ksi, it is common for steel mills to produce A36 material with a yield strength that exceeds 50 ksi so that it can be supplied for multiple applications.

### Structural Calculations (Strength and Properties)

The specified strength and stiffness mechanical properties of the ASTM A588 weathering steel and the ASTM A992 wide flange sections are equivalent. The yield strength for both types of steel is 50 ksi and the modulus elasticity is 29,000 ksi. Thus, the difference in the ASTM steel type does not change the capacity or performance of the steel structure. The original design structural calculations are still valid and do not need to be changed as the calculations use the same material properties. The design calculations do not specify a specific ASTM, just a minimum yield strength (of 50 ksi).

### Structural Performance

The provided structural steel will perform in the same manner as the originally intended weathering steel. Both materials are widely used in structural systems found in similar applications. As previously

referenced, both materials meet the applicable code provisions and are expected to serve the intended purpose of supporting the structure.

### Maintenance

Weathering and painted steel both require owner maintenance, but there are different activities for that maintenance to be effective. Ultimately, the maintenance is intended to prolong the service life of the structure by protecting it against deterioration caused mainly by corrosion.

Weathering steel is an exposed material that should not be covered so that protective patina is not damaged. This patina is formed by steel oxidation and seals off the steel by just being exposed to the atmosphere. The patina gives weathering steel its distinctive appearance which starts off as a bright orange that transitions into a darker brown over time.

Painted steel is defined as having paint applied to steel, creating a protective layer from the elements. Typical practice is to provide a 3-part paint system, which consists of a primer coat followed by an intermediate coat and a final finish coat. Non-weathering steel does not form a protective patina as the oxidation process continues to penetrate the steel and eventually results in section loss. The paint system can be tinted to a wide variety of colors.

### Specific Maintenance Challenges

- Environmental
  - Weathering steel performs well to exposed atmosphere; however, exposure to de-icing salts accelerate the corrosion process and can destroy the protective patina. As such, snow removal activities should avoid the use of salt. Weathering steel also has the tendency to stain adjacent surfaces due to water run-off. This staining may need to be cleaned off the window systems or adjacent concrete surfaces every few years.
  - Painted steel also performs well to the exposed atmosphere if the paint system is intact. De-icing salts can be used around the structure
- Graffiti
  - Maintaining weathering steel against graffiti is difficult, time consuming, and costly. Anti-graffiti sealants should not be applied, and graffiti removal options are limited. One strategy for graffiti removal is sandblasting, which removes the surfaces of the steel and requires the patina formation process to start over. This creates a color variation that will take months to years to re-establish.
  - Painted steel can perform well against graffiti. Some paint systems counteract the adherence of spray paint. Painting over the graffiti is another option and has a relatively low maintenance effort.
- Reapplication of Coating
  - Weathering steel is a self-healing system. The material properties are constant throughout, and any exposed surface will oxide and form the patina.
  - Painted steel is expected to require one or more re-applications of paint over the life of the structure.

### **Site-Specific Items**

#### Priming Coat

Due to potential quality concerns, we understand the elevator shaft structural steel will be blast cleaned and the primer coat will be reapplied. To accommodate this, and to provide results conforming to the requirements determined by the Engineer of Record, we recommend the following before blasting and priming occurs.

We understand the top and bottom of the steel seal plates shown on Detail A1, Sheet SF501 terminate an inch or two short of the beams. Because of this, there is a gap at the top and bottom of the plates, and

they are not welded all around as noted in the detail. It is important that these plates be welded all around to seal off the space between the seal plates and the side flange columns. Our proposed repair method for this condition is to add another piece of 3/16-inch thick plate to close the existing gap and weld the new plates all around to the column flanges, beam flanges, continuity plates, and existing seal plates. The plate should be placed flush with the other seal plate and should not be placed on top of the current seal plate. The welds should be ground smooth as noted on Detail A1, Sheet SF501.

The clips at the interior corners of the continuity plates shown on Detail A2, Sheet SF212 also need to be closed to seal off the space between the inside of the seal plate and the column. An 1/8-inch thick steel plate should be placed on top of the continuity plates to fully cover the corner clips. The corner of the cover plate at the column fillet between the flange and web of the column should be fitted to the shape of the fillet. The cover plate should then be welded all around with an 1/8-inch fillet weld to fully seal around the plate. Alternatively, an 1/8-inch thick steel plate can be placed at the flange tips and edges of the continuity plates and welded all around with an 1/8-inch fillet weld to fully seal around the plate.

All welds at the seal plates and corner cover plates should be continuous without any gaps or voids so the space is fully sealed. It should be noted that although the primer coat behind the seal plates will not be corrected, the continuous welding will prevent air flow and moisture from contacting these surfaces and further degrading the integrity of the structural steel.

The priming and subsequent finish coats should be applied in conformance with upcoming project specification that is currently being developed. We understand that the contractor will be applying a 3-part paint system that is pre-qualified on the NEPCOAT Qualified Products List B. List B includes a zinc primer, epoxy or urethane intermediate coat, and aliphatic urethane topcoat. These pre-qualified paint systems meet UDOT's steel painting specification standards. We support using this type of system to meet the criteria set forth by UTA and SLC.

#### Demand Critical Welds

Any deficiencies in the demand critical welds, which are integral parts of the Seismic Force Resisting System, should be remediated. The following recommendations address potential or known deficiencies and should be performed after the current primer coat has been removed and before the reapplication is provided. The work should also be done prior to the previously mentioned seal plate corrections to provide access to the welds.

The backer bars should be removed from the beam bottom flange to column connections (refer to Note H.4, Sheet SE003). The backer bars need not be removed from the beam top flange to column connections or at the continuity plate to column connections provided that the backer bars are welded to the column flange with a continuous 5/16-inch fillet weld on the edge below the CJP groove weld for the entire length of the backer bar (refer to Note H.5, Sheet SE003). However, if these backer bars are allowed to remain, the welds need to be finished to look like permanent, finished welds. Non-finished tack welds should not be allowed to remain. The glass window system should also be verified to fit as the backer bars could present an obstruction (unless they were placed on the web side of the flange).

If any of the continuity plates are out of alignment with the beam flanges, they should be removed and properly placed. There is one known location (the farthest northwest column at the lowest beam connection). Each demand critical weld should be observed during the Structural Observations (see below).

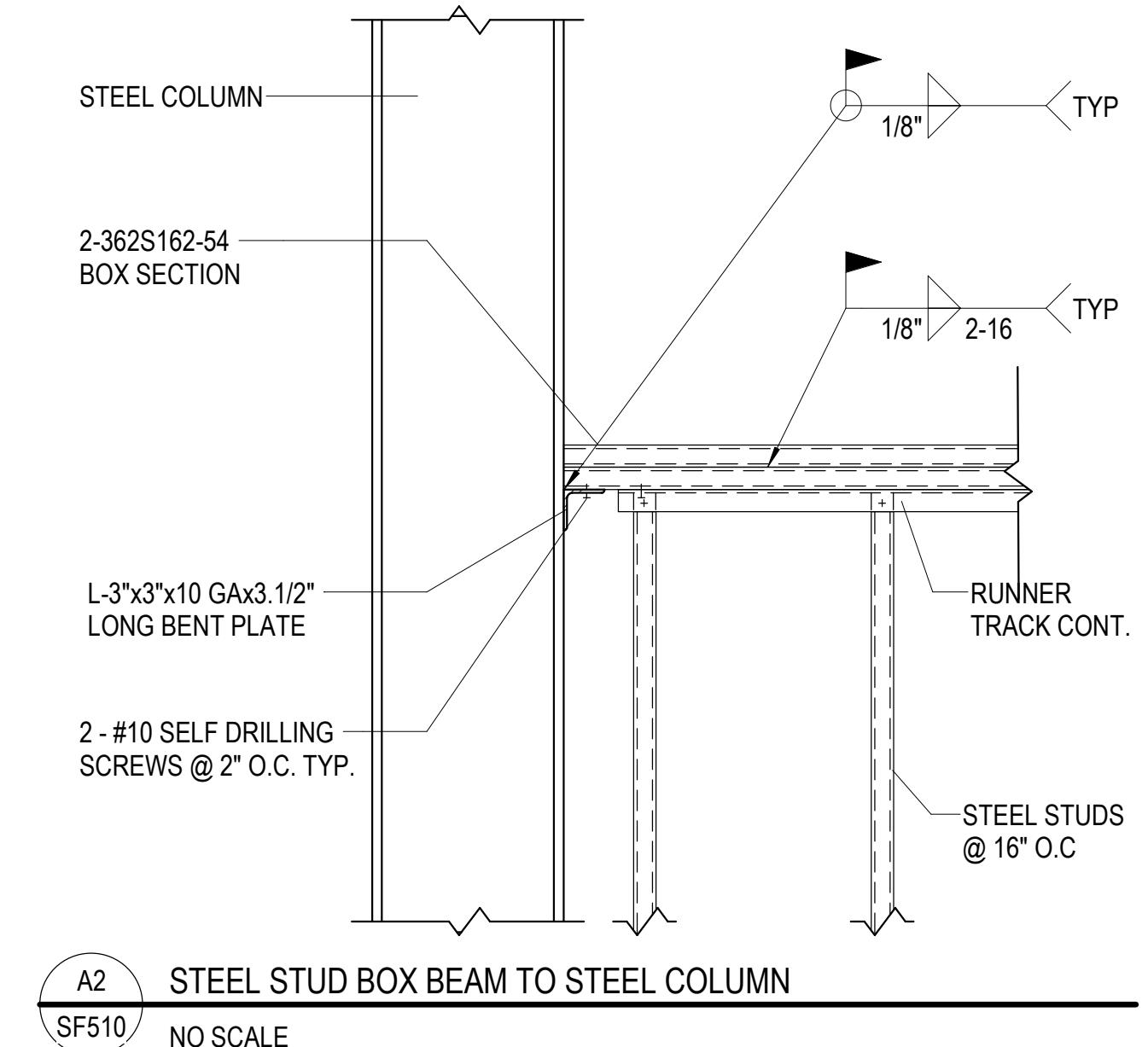
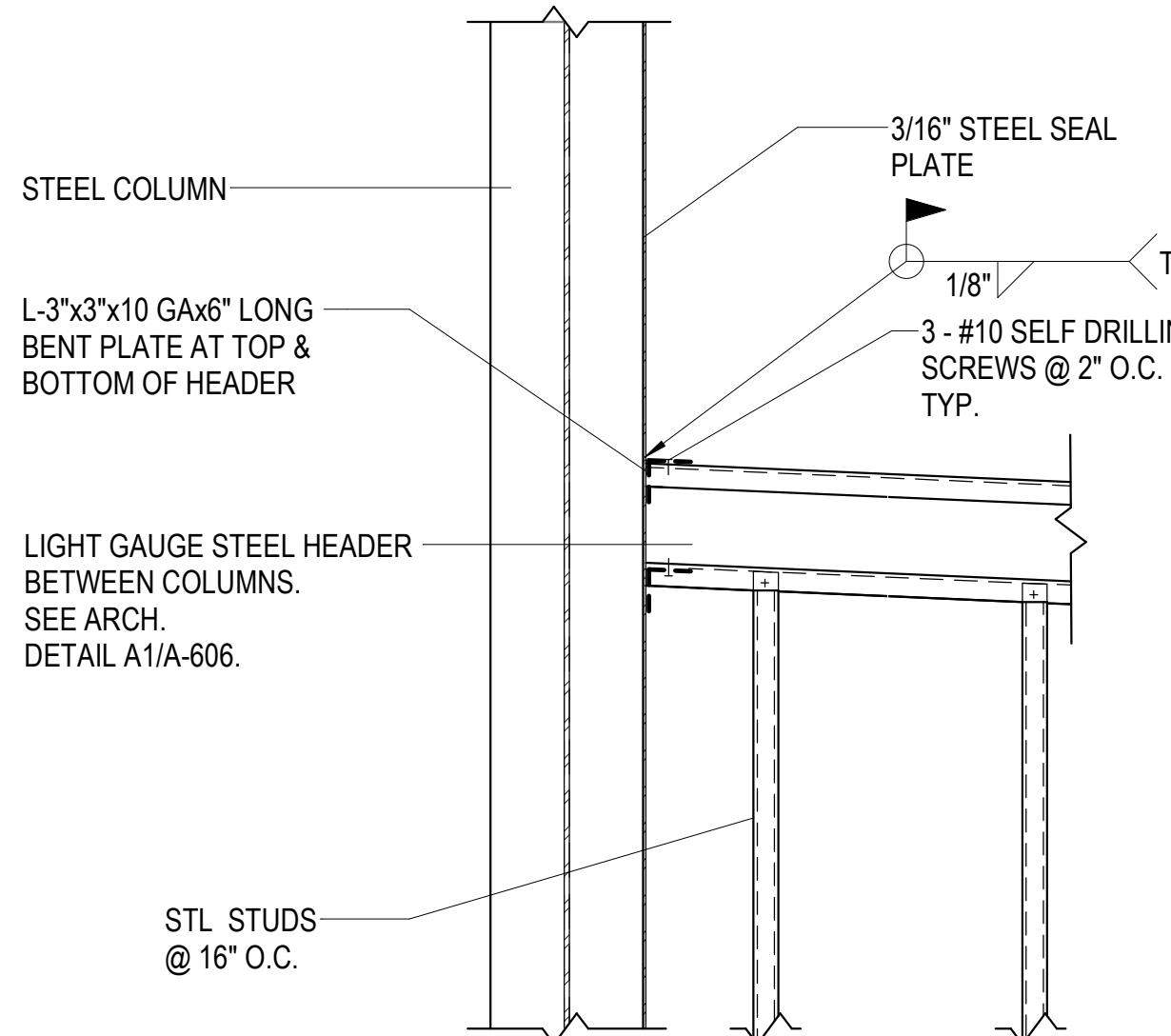
Please feel free to provide these recommended actions to the contractor as part of the efforts to accept the steel material substitution.

### Requested Items and Services

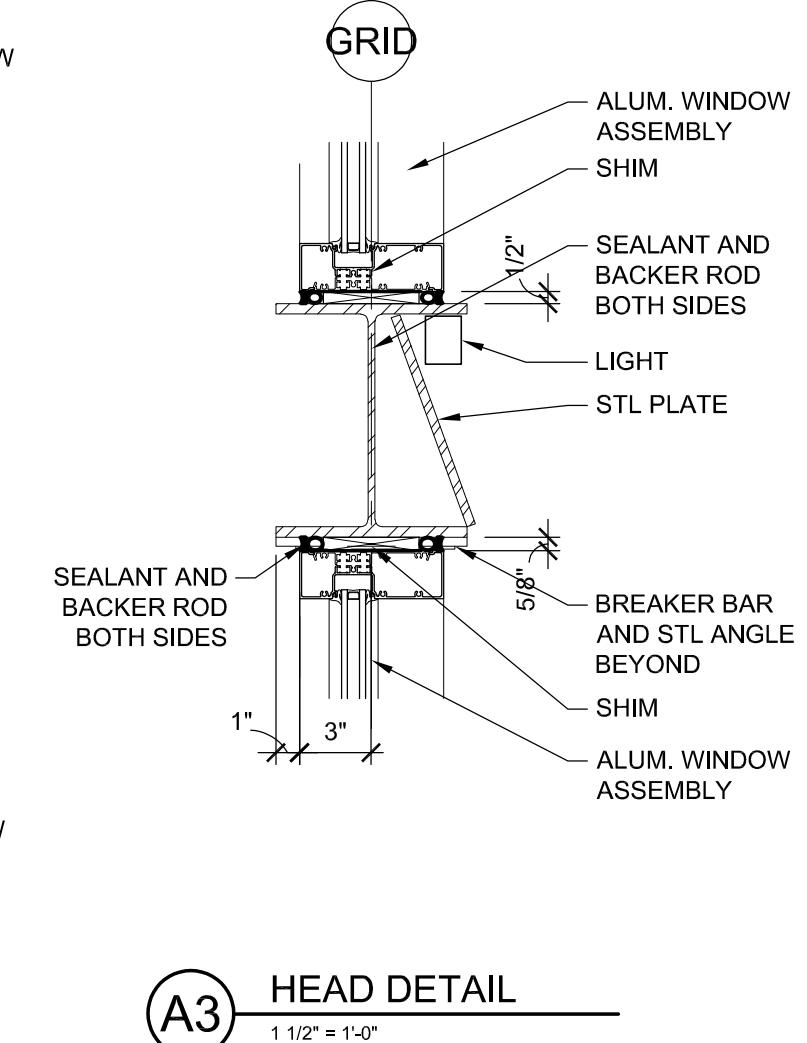
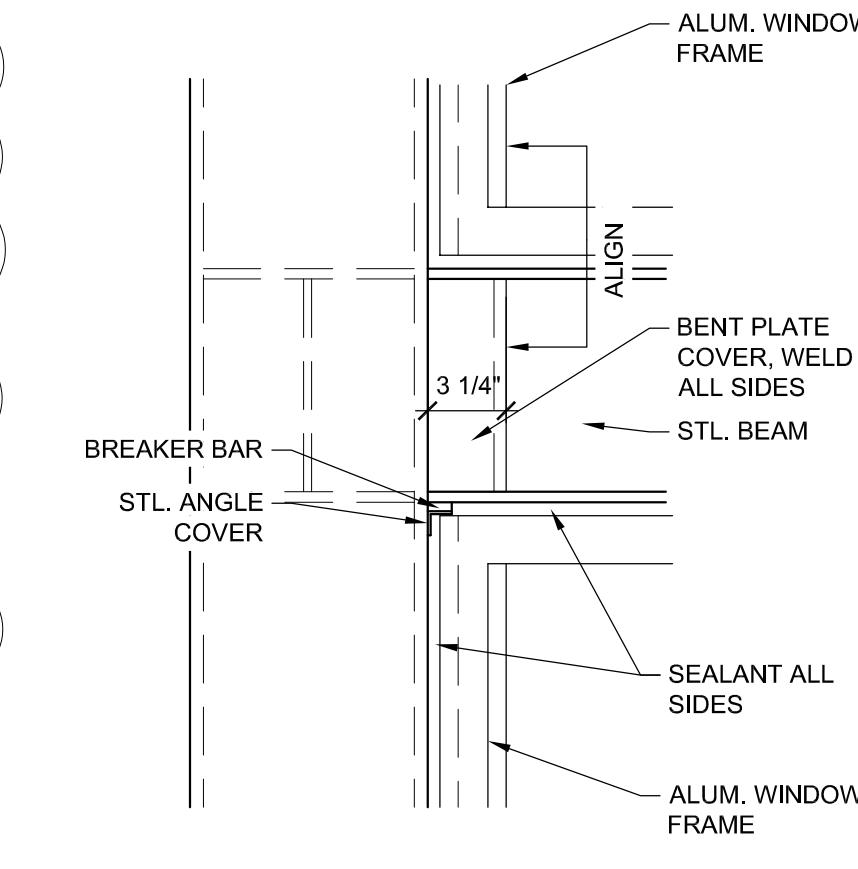
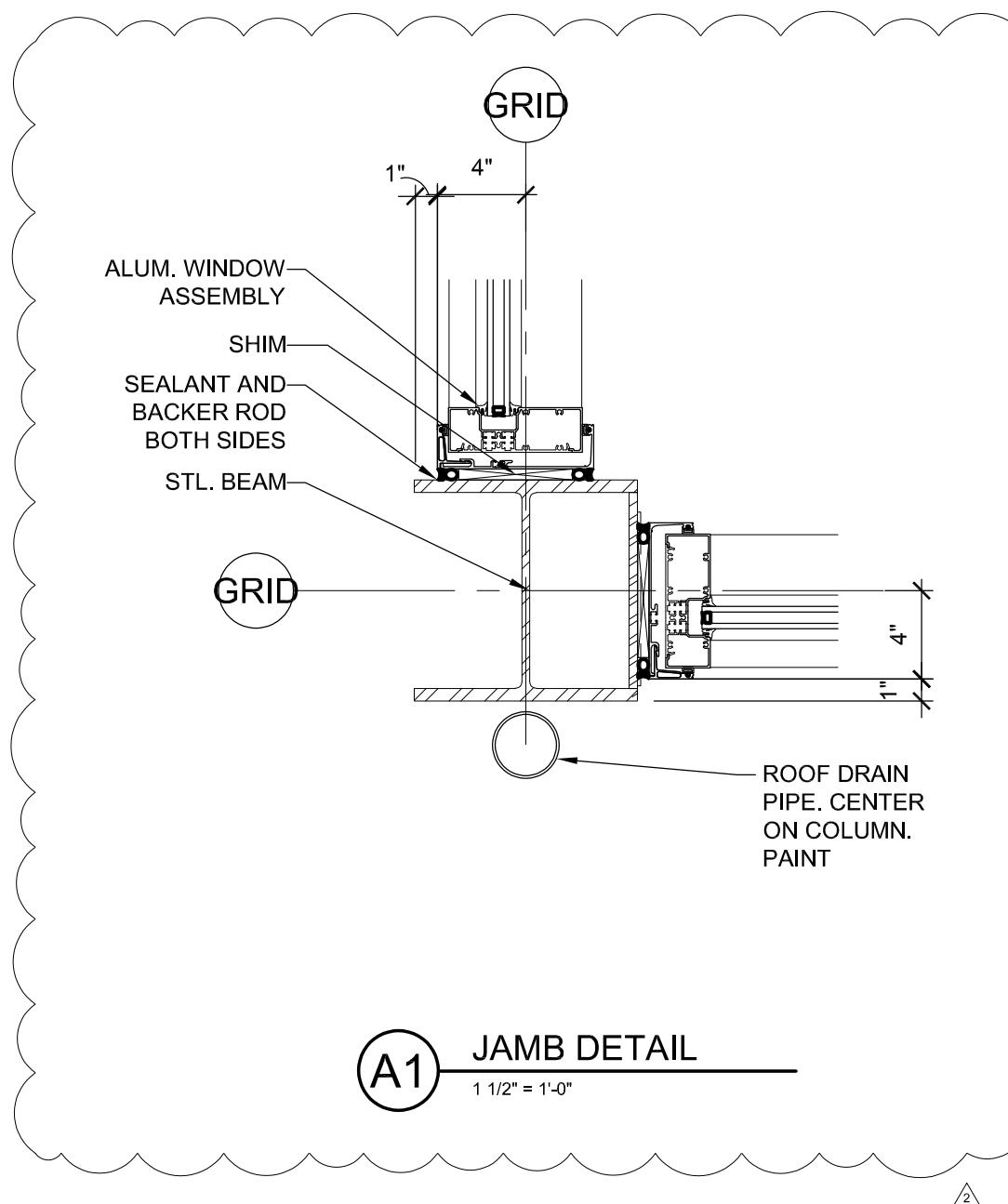
We request the following items be provided to the Architect of Record (AOR) and Engineer of Record (EOR) for review:

- Selection of primers and topcoats, include the written verification of manufacturers' recommendations of shop primer and topcoat compatibility
- Reports and associated documentation from the special inspections – any non-compliant construction should be indicated so that a repair can be developed and implemented prior to re-application of the priming coat.
- Documentation of the certified survey (refer to Project Specification 051200, Paragraph 3.1 A.1.)

SLC has requested Structural Observations (refer to IBC 1704.6) to be performed by the EOR (Reaveley Engineers) as part of the building permit process. We agree that this would be a good opportunity to provide additional observation of the current work and aid in SLC's considerations of accepting the steel material substitution. The Structural Observations should take place prior to blasting the current steel and reapplication of the paint primer. Deficiencies, if any, will be identified and provided to UTA for consideration of remediation activities. Remediation activities should be done prior to the re-application of the paint primer to preserve its integrity.



A	5/27/22	RFI 98
		Designed By
		Designer
		Drawn By
		Author
		Checked By
		Checker
		Approved By
		Approver
REV	DATE	DESCRIPTION



06/15/22	RFI 87 AND 98	Designed By JJ
06/20/22	RFI 88 AND 101	Drawn By JK
		Checked By JJ
		Approved By JJ
0 01/22/21	100% REVIEW SUBMITTAL	
REV	DATE	DESCRIPTION

FFKR ARCHITECTS  
James B. Lofse



## DETAILS

SALT LAKE CITY  
SLC\_OP\_1  
300 NORTH PEDESTRIAN OVERPASS STRUCTURE  
OVER 500 WEST & UPRR/UTA LINES

CADD Filename		
UTA Contract No.	18-2399TP	
Drawing	Sheet No.	
A-604.1		186

## MEMORANDUM

To	Grey Turner, PE Utah Transit Authority Program Manager
From	AJ Yates, PE Civil Science Project Manager   Structures Design Lead
	Jeff Miller, SE Reaveley Engineers Engineer of Record (EOR for Elevator Shafts)
cc	Jerry Jensen, AIA FFKR Architects Architect of Record (AOR)
Date	27 July 2022
Subject	<a href="#">SLC_OP_1 – Column Sealing Welds for the Elevator Shafts</a>

This memo provides updated guidance and concurrence from the design team regarding the weld sealing of the elevator shaft columns. Feel free to share this memorandum with Salt Lake City as you obtain acceptance and consensus on the fixes for non-conforming construction work on the 300 North Pedestrian Bridge project (SLC\_OP\_1). This memo should supplement the memo provided by the design team on June 16, 2022 regarding “SLC\_OP\_1 – Structural Steel Material Substitution for the Elevator Shafts”. This memo is also intended to supplement the resolution to RFI 110.

### Background

Based on information previously provided by UTA, the coat of priming paint on the elevator shaft columns was improperly placed. UTA and SLC are requiring the contractor to blast clean the steel surfaces and reapply the coat of priming paint. However, the work that has been performed to date creates a challenging condition of ensuring a prime coat is properly applied to the inside surfaces of the column. (The columns are wide flange sections with attached side plates creating a rectangular shape.) Instead of removing the primer at these locations, the collaborative fix was determined to be to seal the columns from atmosphere and moisture. This requires adding completely welded steel plates to seal off any gaps.

### Remediation

In the June 16<sup>th</sup> memo, the design team recommended adding steel plates and all-around welding to close the existing gaps above and below horizontal beam flanges. The design team also recommended that plates be placed at the clips of the interior corners of the continuity plates or to place a steel plate at the flange tips and edges of the continuity plates (with all around welding).

After discussing these remediation measures with the construction team, they requested to use steel angles instead of flat plates above and below horizontal beam flanges. To document the collaborative remediations, refer to Exhibit 1 and the following points:

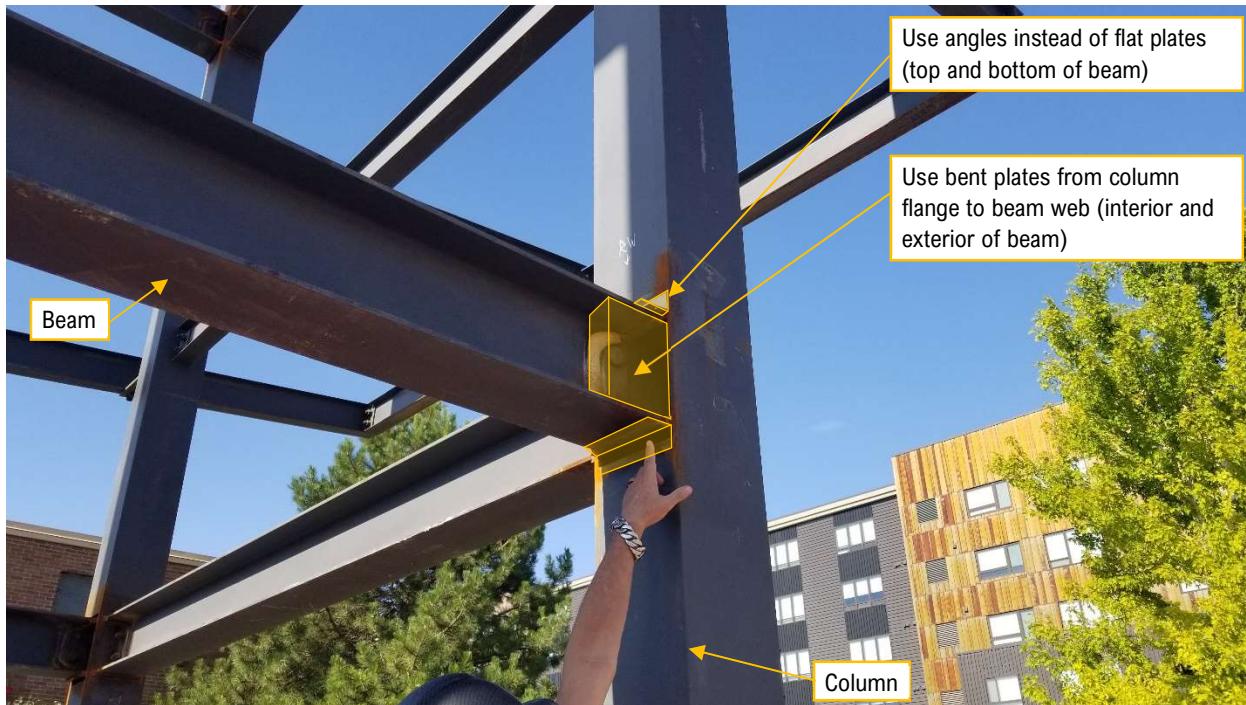


Figure 1 – Typical Column Sealing

- Use bent plates with a thickness of 1/8 inches (at the locations shown in Figure 1). Thicker plates or angle sections may be substituted with approval from the RE. The Contractor would need to demonstrate that the substitution would not interfere with the window installation and caulking.
- The angles may be placed and welded directly on top of previously placed 3/16" steel plates provided there are no final gaps after welding. Bent plates may be substituted with approval from the RE.
- Provide a mockup of the remediation for acceptance from the AOR, EOR, and RE (prior to welding). The design team anticipates minor adjustments will be made in the field to achieve the intended result of sealing the interiors of all elevator columns.
- Weld all around the angles or bent plates with a weld thickness that matches the steel member thickness. Completely seal the column cavities.
- Meet previously determined requirements.

The design team takes no exceptions to these collaborative remediations and recommends them for acceptance by UTA and SLC.



## MEMORANDUM

<b>Date</b>	August 31, 2022
<b>To</b>	AJ Yates – Civil Science, Jerry Jensen – FFKR Architects
<b>From</b>	Jeff Miller
<b>Subject</b>	UTA 300 North Elevator Shaft Structures (SLC OP 1)

AJ and Jerry,

As a follow up to the discussion during our meeting last Thursday, I have investigated a possible way to justify leaving the steel backer bars in place at the complete joint penetration welds at the bottom flange of the moment frame beams at the elevator towers. Paragraph 4.4.H.4 of the General Structural Notes requires removal of the bottom flange backer bars, but I have found a way to justify leaving the backer bars at the bottom beam flanges.

The elevator towers were designed as non-building structures with the lateral force resisting system comprised of steel ordinary moment frames. AISC 341-16 Seismic Provisions for Structural Steel Buildings is the code governing the design of steel moment frames. Section E1.6b applies specifically to ordinary moment frames. This section specifies that moment connections shall satisfy at least one of three separate design requirements.

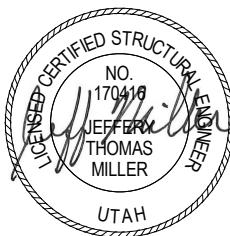
The moment frame connections were originally designed to satisfy part (c) of this section. The bottom flange backer bars would need to be removed to comply with the requirements of part (c). My investigation has centered on whether the moment connections comply with the requirements of part (a) of this section. If the moment connections comply with part (a) they do not need to comply with part (c). Part (a) does not require that backer bars be removed but outlines other requirements for the strength of the moment connection. It requires that the moment connections be designed to have a flexural strength that is equal to or greater than the expected beam flexural strength. The intent is that the beam will yield in flexure without having a failure in the flange welds.

I reviewed the weld inspection reports we received recently and found they reference the weld filler material in the CJP welds at the moment connections is Hobart Fabshield XLR-8. Hobart's data sheet for this filler material indicates it has a tensile strength of 84,000 psi which is higher than the minimum specified tensile strength in the drawings and increases the strength of the beam connection. Using this higher weld tensile strength, I then analyzed the weld strength and found that the moment connections will comply with part (a) of Section E1.6b. Consequently, the backer bars may remain in place at both the top and bottom flanges of the beams.

Please let me know if you have questions.

A handwritten signature in black ink that reads 'Jeff Miller'.

Jeff Miller, S.E.



<b>Part B - ICE</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>
Steel Modifications - Upper Roof	1	LS	\$ 135,702.00
			\$ 135,702.00
			-3%
<i>ICE TOTAL</i>			
<i>% Difference from Granite</i>			



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

Board of Trustees

Date: 2/8/2023

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

**TITLE:**

**Pre-Procurements**

- Operator Restrooms

**AGENDA ITEM TYPE:**

Pre-Procurement

**RECOMMENDATION:**

Informational report for discussion

**BACKGROUND:**

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

**DISCUSSION:**

- ***Operator Restrooms.*** This is a procurement to find a contractor to construct 5 operator restroom buildings on the UTA system. The buildings will be prefab construction and delivered to the sites to be installed. The contractor will perform the site work, utility connections, and coordinate the prefab building order and delivery. The restrooms will all be placed on UTA owned property at Farmington Station and on various Salt Lake County bus routes. Funding for this project is included in the State of Good Repair projects budget SGR409. This contract will be for a term of 2 years, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 11524, Brandon Heath).

**ATTACHMENTS:**

None



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date:** 2/8/2023

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

---

**TITLE:**

**Strategy Session to Discuss 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