Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 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**	Cherryl Beveridge
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of February 22, 2023 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director's Report - Operator Tribute - Bert Tso - Operator Tribute - Paul Najar	Jay Fox
	b. Government Relations and Legislative Update	Shule Bishop
7.	**Resolutions**	
	a. R2023-03-01 - Resolution Approving the First Amendment to the Authority's 2023 Budget	Bill Greene Daniel Hofer
	b. R2023-03-02 - Resolution Adopting the 2023-2027 Five-Year Service Plan	Jaron Robertson
8.	**Contracts, Disbursements and Grants**	
	a. Contract: Rail Monitoring Software (Wi-Tronix, LLC)	Kyle Brimley
	b. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Perkins & Will, Inc.)	Paul Drake

c. Contract: South Utah Valley FrontRunner Environmental and Preliminary Design (AECOM) — David Hancock, Janelle Robertson

d. Pre-Procurements — Todd Mills
- Commercial Advertising Services
- Wash Station and Floor Soaps

9. Service and Fare Approvals

a. Fare Agreement: Special Events Agreement (The Church of Jesus Christ of Latter-Day Saints) — Kensey Kunkel

10. Discussion Items

a. Gillig Supply Chain Discussion — Jared Scarbrough, Kyle Stockley, Bill Fay

b. Video Security Update — Cody Steffensen

11. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, March 22nd, 2023 at 9:00 a.m.

12. Closed Session — Chair Carlton Christensen

a. Strategy Session to Discuss Collective Bargaining

13. Open Session — Chair Carlton Christensen

14. Adjourn — Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
    - Use this link-https://rideuta.zoom.us/webinar/register/WN_BmQ-_AmeTji_ICgt5aassg and follow the instructions to register for the meeting (you will need to provide your name and email address).
    - Sign on to the Zoom meeting through the URL provided after registering
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.

- Comment online at https://www.rideuta.com/Board-of-Trustees
- Comment via email at boardoftrustees@rideuta.com
- Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Comments submitted before 2:00 p.m. on Tuesday, March 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.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

TITLE:

Approval of February 22, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the February 22, 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 February 22, 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/814307.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-02-22_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 22, 2023 9:00 AM FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:04 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Beth Holbrook, UTA Trustee, delivered a brief safety message.

4. Public Comment

In-Person/Virtual Comment
No in-person or virtual comment was made during the meeting.

Online Comment
No online public comment was received for the meeting.

5. Consent

a. Approval of February 08, 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

- **NBA All-Star Service**

Mary DeLoretto, UTA Acting Executive Director, was joined by Jay Fox, UTA Executive Director, who participated virtually; Nichol Bourdeaux, UTA Chief Planning & Engagement Officer; and Cherryl Beveridge, UTA Chief Operating Officer. Ms.

Bourdeaux reported UTA employees contributed more than 1,500 volunteer hours to support the NBA All-Star Game and related events.

Discussion ensued during which staff mentioned no significant operations issues occurred during the NBA All-Star service period.

Mr. Fox and the trustees expressed appreciation for the efforts of the entire agency in supporting the event. Mr. Fox then left the meeting.

b. Government Relations and Legislative Update

Shule Bishop, UTA Government Relations Director, who joined the meeting virtually, reported Senate Bill 227 passed the Senate and the HTRZ bill passed the House and Senate.

Mr. Bishop highlighted several resolutions and bills favorable to UTA, including:

- House Joint Resolution 26, Joint Resolution on Transit Operator Safety Awareness (Representative Cutler and Senator Riebe), which supports prosecuting to the fullest extent of the law any person who assaults a transit operator
- House Bill 243, Public Transit Employee Collective Bargaining Amendments (Representative Hawkins), which passed the legislature and is awaiting the governor's signature
- House Bill 433, Public Land Geographic Data Amendments (Representative Spendlove), which requires an annual statewide geographic information system (GIS) accounting of all government-owned property
- House Bill 439, Railroad Drone Amendments (Representative Wilcox), which passed the House of Representatives on its consent agenda
- Senate Bill 125 S01, Transportation Infrastructure Amendments (Senator Wilson), which designates the ASPIRE Engineering Research Center at Utah State University as the center for strategic planning for transportation electrification for the state
- House Bill 500, County Sales Tax Amendments (Representative Christofferson), which allows the "5th fifth" tax increment to be apportioned to transit, county, and cities at percentages dependent on the county
- Senate Bill 185 S02, Transportation Amendments (Senator Harper), which creates an Active Transportation Investment Fund (ATIF) and extends the deadline for implementing the "5th fifth" by three years

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to support the legislation as outlined by Mr. Bishop. The motion carried with a unanimous vote.

Mr. Bishop also mentioned bills of concern to UTA:

- Senate Bill 250, Public Surveillance Amendments (Senator McCay), which

prohibits a government entity from creating, operating, or using a public surveillance footage network or contracting with a private person to obtain, use, or copy private surveillance footage. UTA has an extensive camera system in place and would like the bill to be amended to exempt transit facilities. Mr. Bishop noted Senator McCay is willing to consider revised language in the bill.

- Senate Bill 260 Transportation Funding Requirements (Senator Cullimore), which apportions the "5th Fifth" in counties of the first class at a percentage of .05% to the county and .15% to the County of the First Class Highway Projects Fund. Chair Christensen said Senator Cullimore is willing to converse with UTA about the bill.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to oppose the current iterations of the legislation outlined by Mr. Bishop. The motion carried with a unanimous vote.

c. Preliminary Financial Report - December, 2022

Bill Greene, UTA Chief Financial Officer, who participated virtually, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy, and Daniel Hofer, UTA Director of Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, headcount totals, and operating financial results. Mr. Hofer discussed capital spending and project variance, including spending and variance by project type. He also provided highlights on the traction power substation (TPSS) rehabilitation and replacement project.

Discussion ensued. Questions on headcounts in asset management, contributions to capital reserves, utilities cost tracking, remaining costs on the Ogden/Weber State University Bus Rapid Transit (BRT), passenger information project delays, and Tooele bus electrification project status were posed by the board and answered by staff.

d. Investment Report - Fourth Quarter 2022

Troy Bingham, UTA Comptroller, delivered the fourth quarter 2022 investment report. As of December 31, 2022, the combined yield for UTA's accounts was 2.782% and the agency's investments were underperforming against benchmarks but trending upward overall.

Discussion ensued. Questions on the liquidity of the Public Treasurer's Investment Fund (PTIF) and economic forecasts were posed by the board and answered by staff.

9. Discussion Items

a. Central Wasatch Commission Update

Chair Christensen made a change to the agenda order and invited the Central Wasatch Commission representatives to provide their update.

Chris Robinson, Summit County Council Member; Lindsay Nielsen, Central Wasatch Commission Executive Director of Policy; and Blake Perez, Central Wasatch Commission Executive Director of Administration, joined the meeting virtually and presented an update on the Central Wasatch Commission (CWC). They spoke about the CWC's mission, membership, and stakeholders, as well as efforts in which the CWC is engaged, such as the regional mountain transportation system, visitor-use study, environmental dashboard, and other short-term projects.

Chair Christensen called for a break at 10:36 a.m.

The meeting reconvened at 10:45 a.m.

7. Contracts, Disbursements and Grants

a. Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Crus Oil, Inc.)

Nathan Hess, UTA Fleet Engineering Supervisor, requested the board approve a five-year contract with Crus Oil, Inc. for oil, lubricant, and fluid products required for bus and rail maintenance. The total estimated contract value is $530,915.

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

b. Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Rhinehart Oil)

Mr. Hess requested the board approve a five-year contract with Rhinehart Oil, Inc. for oil, lubricant, and fluid products required for bus and rail maintenance. The total estimated contract value is $939,721.

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: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (VGP Holdings, LLC/Valvoline)

Mr. Hess requested the board approve a five-year contract with VGP Holdings, LLC/Valvoline for oil, lubricant, and fluid products required for bus and rail maintenance. The total estimated contract value is $4,108,987.

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

d. Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Solutions Plus, Inc.)

Mr. Hess requested the board approve a five-year contract with Solutions Plus, Inc. for fluid products required for bus and rail maintenance. The total estimated contract value is $349,739.

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: Point of the Mountain Transit Project Contract - Stage 2, Amendment 6 (Parametrix)

David Hancock, UTA Director of Capital Development, was joined by Marcus Bennett, UTA Project Manager III. Both joined the meeting virtually. Mr. Hancock requested the board approve a $1,193,045.22 amendment to the contract with Parametrix for additional analysis of multiple rail-based alternatives, additional conceptual engineering, environmental documentation for additional modes, validation of costs, and additional public outreach on the Point of the Mountain transit project. The total contract value, including the change order, is $5,437,227.22.

Mr. Bennett indicated the additional work is required by legislation passed by the Utah State Legislature during the 2022 session. The project is being led and managed by the Utah Department of Transportation (UDOT), which has opted to progress the project utilizing UTA' existing consultant selections and contracts. Funding allocated to the project prior to 2022 resides at UTA and sufficient funds are available for the services outlined in the amendment.

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

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

f. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-89 - S-Curve Track Slab Design (Stacy and Witbeck, Inc)

Kyle Stockley, UTA Rail Infrastructure Project Manager, joined the meeting virtually. Mr. Stockley requested the board approve a $339,342 change order to the contract with Stacy and Witbeck, Inc. for direct fixation track slab design to upgrade the S-curves on the University TRAX line (Red Line).

Discussion ensued. A question on the timeline for the S-curve replacement was posed by the board and answered by Mr. Stockley.

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: On-Call Infrastructure Maintenance Contract Task Order #22-90 - 2023 Construction Management Fees (Stacy and Witbeck, Inc)

Mr. Stockley requested the board approve a $574,080 change order to the contract with Stacy & Witbeck, Inc. for construction management fees associated with retaining the services of a full-time project manager and track superintendent for the 2023 calendar year. The total contract value, including both change orders presented in this

meeting, is $23,286,090.

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

8. Budget and Other Approvals

a. TBA2023-02-01 - Technical Budget Adjustment for 2023 Capital Budget

Mr. Greene was joined by Mr. Hofer and Dalan Taylor, UTA Chief of Police & Public Safety Manager.

Mr. Greene introduced the agenda item and noted the technical budget adjustment will not affect the agency's 2023 fund balance.

Mr. Hofer outlined the technical budget adjustment, which transfers $9,504,000 from partnership projects and contingency to various projects as follows:

- $8,000,000 from partnership projects to the S-Line extension ($6,000,000) and grade crossing rehabilitation and replacement ($2,000,000) projects
- $1,504,000 from contingency to police vehicle replacement ($349,000), bus camera overhaul and replacement ($325,000), and Proposition 1 - bus amenity improvements in Davis County ($830,000)

Discussion ensued. Questions on the police vehicle acquisition were posed by the board and answered by staff.

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

b. UTA Policy - UTA.03.05 Emergency and Disaster Preparedness

Sheldon Shaw, UTA Director - Safety & Security, described updates to the policy. Specifically, the policy:

- Removes positions and committee names that no longer exist at UTA
- Focuses on plans and roles that are recognized by federal, state, and local partners
- Allows UTA to plan for disaster situations with the flexibility required for a dynamic response
- Is compatible with the current emergency management environment
- Corrects the rescinding of Corporate Policy 4.3.2 Fire Prevention and Evacuation Plans and rescinds Corporate Policy 4.2.1 Emergency and Disaster Preparedness

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

9. Discussion Items

b. Constituent and Customer Service - 2022 Annual Report

Ms. Bourdeaux was joined by Cindy Medford, UTA Manager of Customer Service. Ms. Medford delivered a report on constituent and customer service in 2022, including a review of key performance indicators, top comments, item recovery, and upcoming initiatives.

Discussion ensued. Questions on staffing, servicing stop concerns, and customer education efforts were posed by the board and answered by staff.

10. Other Business

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

11. Closed Session

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

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation and collective bargaining. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting reconvened in closed session at 11:36 a.m.

12. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board reconvened in open session at 12:09 p.m.

13. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:09 p.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 and audio located at <https://www.utah.gov/pmn/sitemap/notice/814307.html> for entire content. Meeting materials along with a time-stamped video recording may also be accessed at http://rideuta.granicus.com/player/clip/216?

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

TITLE:

Executive Director's Report

- **Operator Tribute - Bert Tso**
- **Operator Tribute - Paul Najar**

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.

- Operator Tribute - Bert Tso (Cherryl Beveridge, Andres Colman)
- Operator Tribute - Paul Najar along with Chih Wang, Diana Johnson, Karen Adams, Leticia Nakaoka, Lauralyn White, Holly Long, Silvana Alarcon (Cherryl Beveridge, Ryan Taylor)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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 in session until March 3, 2023. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

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

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Bill Greene, Chief Financial Officer Daniel Hofer, Director Capital Assets and Project Controls

TITLE:

R2023-03-01 - Resolution Approving the First Amendment to the Authority's 2023 Budget

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-03-01 to amend the 2023 Capital Budget as presented.

BACKGROUND:
In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption.

This proposed $11,000,000 amendment to the 2023 Capital Budget corrects a technical budget development error and recognizes an opportunity to purchase two right of way parcels along the alignment on the Ogden/Weber State (OGX) BRT Project.

This proposal was presented to the Board of Trustees on January 11, 2023 and subsequently to the Local Advisory Committee for their consultation on February 15, 2023 without opposition.

This proposed budget amendment will provide sufficient 2023 budget authority to address remaining construction and other activities needed to finish the project this year.

DISCUSSION:
This project was approved by the FTA with a cost of completion estimated at $120 million. UTA has secured

federal grants totaling $93 million or 78 percent of the total estimated project cost. Local funds (including right of way donations) in the amount of $11.7 million were also secured. UTA funds will complete the funding package for this project.

These previously secured funds are sufficient to fund the proposed 2023 budget amendment of $11 million, correct the technical error and purchase two parcels along the alignment.

The effect of this amendment would be to increase the 2023 project budget from $14,785,000 to a new total of $25,785,000. This would raise the overall project budget (not including right of way donations) from $102.5 M to $113.5 M to complete the project delivery in 2023.

ALTERNATIVES:

These funds are necessary to complete the project in 2023 as anticipated. The alternative would result in a delay in the project.

FISCAL IMPACT:

This request can be addressed by incorporating secured federal grant and local partner contributions. This will not have a negative impact on UTA's fund balance.

ATTACHMENTS:

Resolution R2023-03-01 Approving the First Amendment to the 2023 Budget

DocuSign Envelope ID: 892ED46A-F943-410A-90EF-EBF98104585F

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPROVING THE FIRST AMENDMENT OF THE AUTHORITY'S 2023 BUDGET

R2023-03-01 March 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 (the "Act"); and

WHEREAS, the Act and Board Policy 2.1 – Financial Management require the Authority to prepare an annual budget to be approved by the Board of Trustees after consultation with the Local Advisory Council; and

WHEREAS, Board Policy 2.1 – Financial Management allows the Authority's Board of Trustees (the "Board") to amend or supplement the budget at any time after its adoption; and

WHEREAS, the Authority adopted by Resolution R2022-12-05 a Budget for the year 2023, which includes a budget for capital projects; and

WHEREAS, the Authority would like to amend the 2023 Budget to correct a technical budget development error in the Capital Budget and take advantage of a new opportunity to secure right of way for future transit projects; and

WHEREAS, on February 15, 2023 the Local Advisory Council consulted with the Board on the proposed Amendment to the 2023 Budget; and

WHEREAS, the Board desires to amend the Authority's 2023 Budget as set forth in Exhibit A.

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

1. That the Board hereby adopts the First Amendment of the Authority's 2023 Budget attached as Exhibit A.

2. 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.

3. That the corporate seal be attached hereto.

DocuSign Envelope ID: 892ED46A-F943-410A-90EF-EBF98104585F

Approved and adopted this 8th day of March 2023.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

DocuSign Envelope ID: 892ED46A-F943-410A-90EF-EBF98104585F

Exhibit A

(First Amendment of the Authority's 2023 Budget)

DocuSign Envelope ID: 892ED46A-F943-410A-90EF-EBF98104585F

UTAH TRANSIT AUTHORITY
2023 CAPITAL BUDGET
AMENDMENT 1

Exhibit A

		Adopted 2023 Budget	Capital Budget Amendment 1	Amended 2023 Capital Budget
	Funding Sources			
1	UTA Current Year Funding	$ 134,242,000		$ 134,242,000
2	Grants	120,700,000	8,580,000	129,280,000
3	Local Partner Contributions	11,509,000	2,420,000	13,929,000
4	State Contribution	10,695,000		10,695,000
5	Leasing	41,851,000	-	41,851,000
6	**Total Funding Sources**	**318,997,000**	**11,000,000**	**329,997,000**
	Expense			
6	State of Good Repair	150,579,000		150,579,000
7	Mid Valley Connector	15,001,000		15,001,000
8	Ogden/Weber BRT	14,785,000	11,000,000	25,785,000
9	Depot District	12,001,000		12,001,000
10	TIGER Program of Projects	10,460,000		10,460,000
11	Front Runner Forward	3,880,000		3,880,000
12	Other Capital Projects	112,291,000		112,291,000
13	**Total Expense**	**$ 318,997,000**	**$ 11,000,000**	**$ 329,997,000**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Acting Planning Director

TITLE:

R2023-03-02 - Resolution Adopting the 2023-2027 Five-Year Service Plan

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2023-03-02 adopting the 2023-2027 Five-Year Service Plan

BACKGROUND:
Per UTA Board of Trustees Policy No. 3.2 and in compliance with Utah State law, the UTA Five- Year Service Plan (5YSP) is updated every two years. The UTA Local Advisory Council reviews, approves and recommends the plan for adoption by the UTA Board of Trustees. The following presentations regarding the 5YSP have been provided:

- UTA Board of Trustees on September 28, 2022: Five-Year Service Plan Draft Network
- UTA Local Advisory Council on November 2, 2022: Five-Year Service Plan Draft Network
- UTA Board of Trustees on December 7, 2022: 2023-2027 UTA Five-Year Service Plan Final Draft Network
- UTA Board of Trustees on January 25, 2023: 2023-2027 UTA Five-Year Service Plan Final Draft
- UTA Local Advisory Council on February 15, 2023: AR2023-02-01 - Resolution approving the Proposed 2023-2027 Five-Year Service Plan and recommending adoption by the Board of Trustees

In September 2022, UTA began community engagement efforts as part of the development of the 5YSP which included a community and stakeholder survey, and presentations with local government stakeholders. The official public comment period began on December 7th and concluded on January 23rd. A 2023-2027 Community Engagement Overview Report was developed following the close of the official public comment period and summarizes major comments and themes received during the public engagement process. Information received throughout the community engagement process has been used by the Service Planning team to help shape and inform the development of the 5YSP and understand where additional public

engagement work may be useful.

Based upon community and stakeholder feedback received, UTA Service Planning has developed the final 2023 -2027 Five-Year Service Plan. The plan is phased by year from 2023-2027 and includes annual estimates for additional service hours and miles. The final proposed plan was approved and recommended for adoption by the UTA Local Advisory Council on February 15, 2023.

Fiscal impacts will be evaluated on an annual basis as part of UTA's annual budget process, including available funding for service implementation and other resources such as operator staffing levels. After adoption, the 5YSP will enter UTA's annual budgeting process and be further vetted for resource availability and operational feasibility. Additional service changes may be presented to the UTA Board of Trustees during the annual service process prior to change day along with additional public engagement, Civil Rights Title VI analysis, and operational considerations.

DISCUSSION:
The 5YSP is a dynamic roadmap for UTA's near-term service planning. The plan itself is a snapshot in time. It reflects UTA's intended service plan based on the best information available. Each proposed concept in this plan is subject to change based on further review and analysis, available resources, operational feasibility, or other unforeseen circumstance. UTA staff will present the 2023-2027 Five-Year Service Plan, Community Engagement efforts and feedback received at this meeting.

- Community Engagement Efforts
    - Community Engagement Overview Report
    - Major themes and trends from the Public Comment period
    - Public survey
    - Virtual public meeting
    - Public & stakeholder engagement and communication

- 2023-2027 UTA Five-Year Service Plan
    - Annual service changes
    - Increase to annual operating hours and miles
    - Longer Term Vision Items (to be included in the UTA Long Range Transit Plan)

- 5YSP Implementation

ALTERNATIVES:
The UTA Board of Trustees may propose revisions to the 5YSP as presented.

FISCAL IMPACT:
- Staff time only to create Five Year Service Plan
- 2023-2027 increase in service hours: 400,627
- 2023-2027 increase in service miles: 3,814,553
- Fiscal impact of the 5YSP implementation is vetted through UTA's annual budget process

---

ATTACHMENTS:

- Resolution R2023-03-02
- 2023-2027 Five-Year Service Plan (exhibit to resolution)
- 2023-2027 Public Involvement Report - Five-Year Service Plan

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE 2023-2027 FIVE-YEAR SERVICE PLAN

R2023-03-02 March 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 (collectively the “Act”); and

WHEREAS, the Act requires the Local Advisory Council of the Authority to discuss and comment on the service, operations and concerns with public transit district operations and functionality and to advise the Board of Trustees regarding operation and management of the district, and

WHEREAS, under the Act, the Local Advisory Council is obligated to review, approve, and recommend final adoption by the Board of Trustees of district service plans at least every two and one-half years; and

WHEREAS, Board Policy 3.2 Service Planning Implementation requires the Authority to update a Five-Year Service Plan, in collaboration with counties and local municipalities, every two years; and

WHEREAS, the Authority has developed a Five-Year Service Plan for the years 2023 through 2027 (the “Plan”) which seeks to align UTA’s service network with new projections of available revenue; aims to achieve higher ridership long term by aligning service with emerging travel patterns; and works to strengthen customer confidence in UTA by ensuring that public transit is available when and where people need it; and

WHEREAS, the Authority has met and collaborated with the counties and local municipalities within the UTA service area to develop the Five-Year Service Plan; and

WHEREAS, the Authority has submitted its proposed Plan to the Local Advisory Council seeking its review, approval, and recommended adoption by the Board of Trustees; and

WHEREAS, the Local Advisory Council approved the Plan and recommended final adoption by the Board of Trustees of the Authority in Resolution AR2023-02-01; and

WHEREAS, based upon that approval and recommendation by the Local Advisory Council, the Board of Trustees wishes to approve and adopt the Plan.

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NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board of Trustees hereby approves and adopts the Five-Year Service Plan for the years 2023 through 2027, attached as Exhibit A.

2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Five-Year Service Plan for the years 2023 through 2027, attached as Exhibit A.

3. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 8th day of March 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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EXHIBIT A

(Five-Year Service Plan for the years 2023 through 2027)

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2023 - 2027

FIVE-YEAR SERVICE PLAN

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UTA

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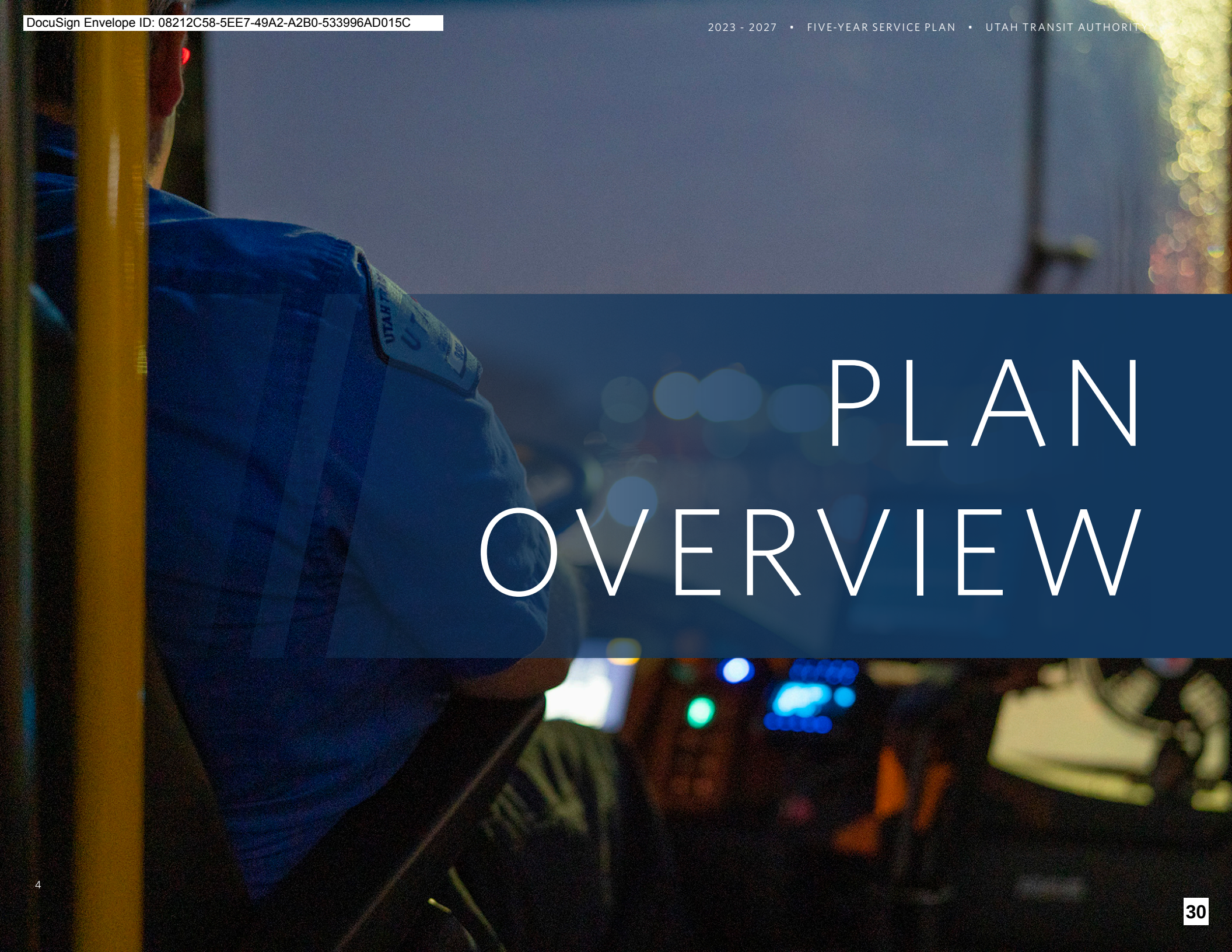
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PLAN OVERVIEW

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WHAT IS THE FIVE-YEAR SERVICE PLAN?

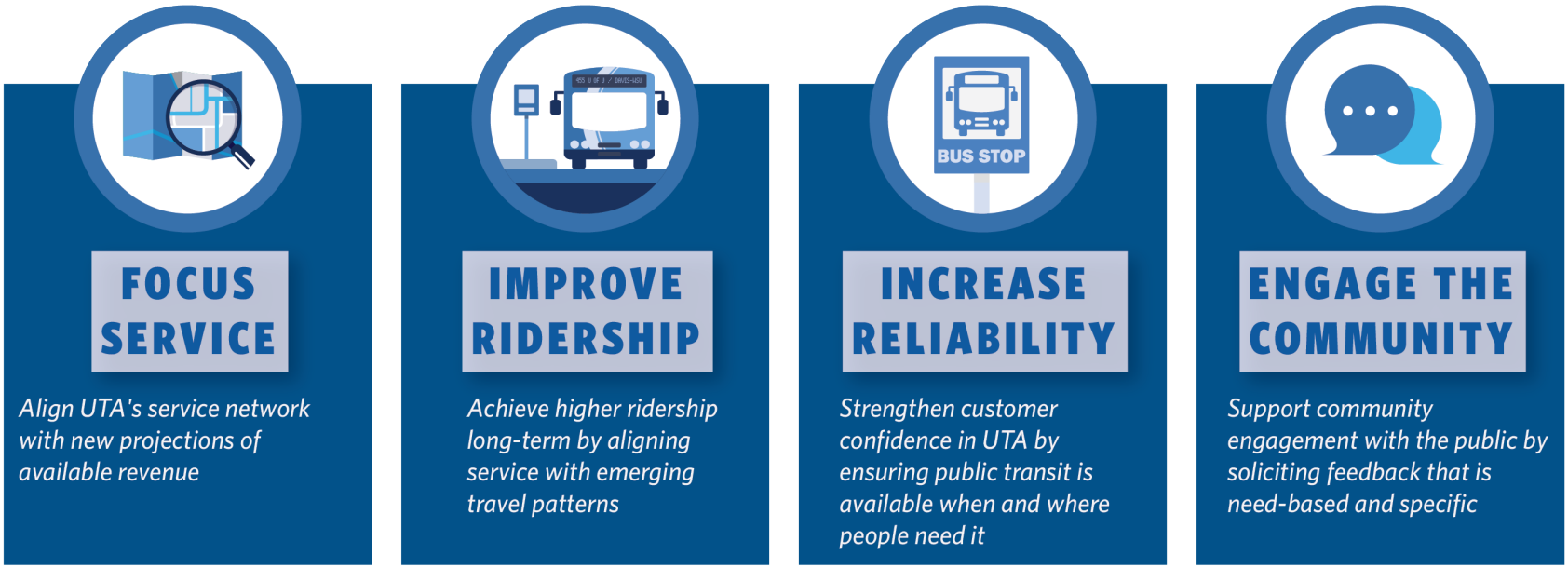
The Five-Year Service Plan is a dynamic guide for UTA's near-term future. Our region is growing rapidly. Where and how we grow has impacts on the transportation network. This vision for the path ahead works to address these impacts through improvements to the transit system. This plan, like a route map, is a snapshot in time. It reflects UTA's intended service based on the best information available. This plan is updated every two years and considers other regional and local transportation plans in its development.

To learn more, take a look at the current Five-Year Service Plan for 2023-2027: www.rideuta.com/FYSP [1]

Five-Year Service Plan for 2021-2025: https://arcg.is/15HvbS

PLAN GOALS

For the 2023-2027 Five-Year Service Plan, UTA is focusing on the following goals:



[1] *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/411909714675544baa61d71bacdf4ad67*

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PLANNING FOR THE FUTURE

To give people an idea of what potential regional changes are part of the Five-Year Service Plan, three one-pagers were developed and posted online for the following geographic regions in the UTA service area:

- Salt Lake & Tooele Counties
- Box Elder, Weber & Davis Counties
- Utah County

Constraints

Each concept in the Plan is subject to change. UTA has limited resources, including staffing shortages in operations. We carefully consider the operational cost and feasibility of any potential change. As this plan is updated, any additional service will be subject to available resources.



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GUIDING PRINCIPLES



SYSTEM-WIDE PLANNING

This plan maximizes regional connectivity by emphasizing links between modes and geographic areas.



ALL-DAY SERVICE

More service means more transit available when you need it.



CORE ROUTE NETWORK

A connected network of high-frequency core routes is designed for convenience and efficiency.



EXPANDED HOURS

Earlier and later trips means additional options for a ride home – even if your work, entertainment, or shopping runs late.



TRANSIT EQUITY

Expand access to opportunities through transit.



INNOVATIVE SOLUTIONS & NEW TECHNOLOGIES

Innovative transportation zones create opportunities for mobility and connection in areas less amenable to traditional public transit.



SERVICE CHOICES

Working with input from the communities we serve, this plan seeks opportunities to increase frequency and ridership while providing options in coverage areas.



THE PATH AHEAD FOR FUTURE PROJECTS

Exciting new services are coming, and this plan is a step toward them.

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UTA'S PLANNING PROCESS

How and When the Plan Happens

The path ahead for public transit has many partners and many moving parts. UTA's service planning and implementation process seeks to refine proposals based on input received and ongoing analysis. We conduct this process in four phases:

- Strategic Planning
- Service Planning
- Operations Planning
- Implementation

STRATEGIC PLANNING

Planning begins with collaboration in developing long-range Regional Transportation Plans (RTPs).

Our best long-term look at the path ahead comes through community collaboration and data-driven analysis. WFRC and MAG develop RTPs in partnership with the community, UTA, and other partner agencies. These plans set the direction for the region's transportation system over the next 30 years

SERVICE PLANNING

The Five-Year Service Plan covers all UTA transit services that do not involve major capital construction projects.

The plan presented here is the product of the service planning phase. UTA's Local Advisory Council approves the plan and UTA's Board of Trustees adopts the plan after extensive public engagement and development of service plan scenarios.



OPERATIONS PLANNING

This phase translates proposed changes into guidance for transit operations. This often leads to further adjustments to the Five-Year Service Plan.

Proposed service changes are fluid; many factors shape their final form. Before they are implemented, service changes are the subject of additional outreach, public hearings, a Title VI analysis, and the development of route schedules.

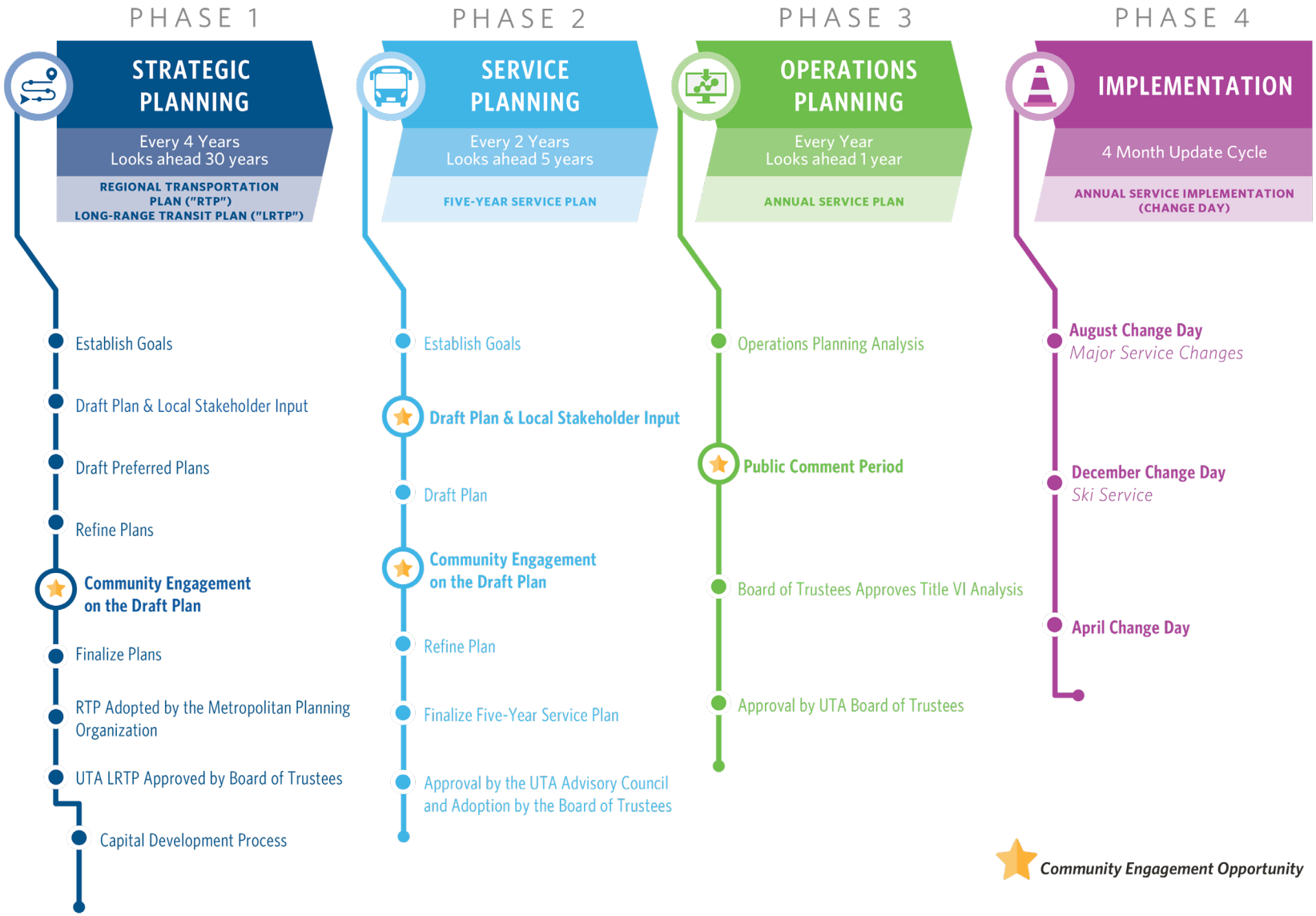
IMPLEMENTATION

In this phase, all final transit service changes become active on one of UTA's Change Days, which occur every April, August, and November

UTA informs affected riders well in advance about service changes through social media, new printed schedules, signage at transit stops, and media announcements. In addition, customer service representatives are available to help riders navigate changes.

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OVERVIEW



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OVERVIEW

TIMELINE

2022

AUG — KICKOFF
-Analysis begins

SEPT — COMMUNITY ENGAGEMENT BEGINS
-Website
-Survey

OCT — VETTING
Draft FYSP refinements

NOV — COMMUNITY ROAD SHOWS
-Draft FYSP developed

DEC — PUBLIC COMMENT PERIOD
-Public feedback on the draft FYSP

2023

JAN — REFINE
-FYSP refined

FEB — DRAFT
-Draft plan developed

MAR — FINAL
-Plan adopted



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COMMUNITY ENGAGEMENT

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COMMUNITY ENGAGEMENT

TRANSIT NEEDS SURVEY

3,224
Survey Responses Received

SUBSCRIBERS, COMMUNITY, & CITY NOTIFICATIONS & COMMUNICATIONS

400+
Contacts and multiple email blasts

ENGAGED MEDIA OUTLETS

3+
Local media outlets published stories on the FYSP, and numerous cities highlighted the FYSP on their websites

SOCIAL MEDIA & WEBSITE

24 Posts
5,200 Website hits
75,000 Impressions

STAKEHOLDER, PUBLIC, & COMMUNITY MEETINGS

15+
Meetings with groups including County Councils of Government, stakeholders, community partners, other groups, and a virtual open house

PUBLIC COMMENT PERIOD

298
Total Comments Received

Key Themes

RIDERSHIP AT-A-GLANCE

MAJORITY OF RESPONDENTS (75%) RIDE TRANSIT

- Most ride because it's economical, good for the community/environment, and they don't have to deal with parking

MOST COMMON REASONS WHY RESPONDENTS DON'T RIDE

- Transit is inconvenient
- Doesn't go where they want to go, or transit isn't easy to get to

EXPANDING COVERAGE & SERVICE

- Southwest Salt Lake County (Riverton/Herriman/Bluffdale)
- West Salt Lake County
- Utah County
- Underserved communities

OVERALL IMPROVEMENTS TO FREQUENCY, RELIABILITY, & TRAVEL TIMES

- Also transit stop/station improvements, more partnerships, and faster transition to renewable energy sources
- Free fare

ADDING SERVICE

- Earlier morning and later night service
- More weekend service, esp. on Sundays

SAFETY & SECURITY CONCERNS

- Additional security on all modes of transit
- Visible enforcement of UTA policies
- Lighting, cameras, patrols
- Safety at Park & Ride lots

ADA & OTHER ACCESSIBILITY CONCERNS

- More ADA-accessible bus stops
- Upkeep & maintenance of existing ADA facilities
- More considerations for aging population

TECHNOLOGY & TICKETING

- Make purchasing tickets faster & intuitive
- Add more payment options (tap credit card, Apple Pay, Google Wallet, etc.)
- Accurate, live GPS, incl., updates with detours, construction, etc.

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COMMUNITY ENGAGEMENT

This section provides an overview of the FYSP community engagement efforts. For more information, see the FYSP Public Involvement Report located at www.rideuta.com/FYSP [1]

This Five-Year Service Plan is a conceptual path forward. It represents a vision for the future, not a prescriptive list of definitive changes. UTA is committed to creating a service that works for the community.

UTA reached out to the communities we serve to understand their priorities for public transit. We used a variety of tools and approaches to engage local governments, transit riders, community leaders, and the general public. These tools give residents and communities opportunities to shape service changes and regional improvements.

Public comments make up one factor in UTA's decision-making process, which also includes factors such as budget, staffing constraints, operational feasibility, ridership, and more. These factors have been and will be used to finalize the Five-Year Service Plan and present for approval in February to UTA Board of Trustees. The changes identified in the Five-Year Service Plan will be used to identify and implement changes throughout the coming years and particularly in August of each year ("Change Day").

UTA requested public comments on the Five-Year Service Plan. Are we on track with this plan? What route-specific and location-specific information do we need to know? What's working or not working now, and why? We heard from community members via the transit needs survey and know that the following are important:

- *Expanded service coverage*
- *Added frequency*
- *Improved amenities at bus stops*
- *Improved on-time reliability*
- *Added weekend service*
- *Improved travel times*

[1] *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/41190971467544baa61d71bacdf4ad67*

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Public Comment Period

During the public comment period (December 7, 2022 – January 23, 2023), people were invited to share feedback with UTA on the updated draft Five-Year Service Plan via one of the methods listed on this page. Comments received were processed and included in the FYSP Public Involvement Report located at www.rideuta.com/FYSP[2].

Virtual Public Meeting

A virtual public meeting was held on December 14, 2022. This meeting was recorded and posted to UTA's YouTube Channel at the following link: www.youtube.com/watch?v=fJJl42kRPIc.

Survey

Information shared with UTA via the survey was considered as part of the update to the draft Five-Year Service Plan and a full summary is available in the FYSP Public Involvement Report located at www.rideuta.com/FYSP. Additionally, the survey was used to guide the development of UTA's Long-Range Transit Plan, which looks out longer-term.

The Transit Needs Survey: https://arcg.is/KHu490

Public Engagment Consideration



[2] *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/41190971467544baa61d71bacdf4ad67*

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FREQUENTLY ASKED QUESTIONS

To help prevent the spread of misinformation, a list of Frequently Asked Questions ("FAQ") was developed with full answers and posted on the FYSP website. This FAQ is provided in its entirety on the following pages:

Q. What is the Five-Year Service Plan?

A. *The Five-Year Service Plan ("FYSP") guides how UTA's transit services will improve, adapt, and change over the coming Five-Years and beyond. The Five-Year Service Plan is a dynamic guide for UTA's near-term future. It reflects UTA's intended service based on the best information available. The Plan also allows local decision-makers to evaluate and plan public transportation services and make recommendations to guide the day-to-day operations. The Five-Year Service Plan covers all UTA transit services that don't involve major capital construction projects.*

Q. Why is it important?

A. *Our region is growing rapidly. Where and how we grow impacts the transportation network. The Five-Year Service Plan helps us respond to that growth proactively and focus on service.*

Q. How does it fit into the larger picture?

A. *The path ahead for public transit has many partners and many moving parts. UTA conducts this process in four phases:*

Strategic Planning: *Looks long-range and high-level. Coordinates with regional transportation plans and looks ahead 30 years.*

Service Planning: *looks ahead Five-Years and develops the Five-Year Service Plan.*

Operations Planning: *Translates service changes into guidance for transit operations.*

Implementation: *all final transit service changes become active on one of UTA's Change Days, which occur every April, August, and December.*

The Five-Year Service Plan falls under Phase 2: Service Planning. However, it is only one part of a larger process. Each phase coordinates with the other three phases to create a consistent set of plans for the path ahead.

Q. Is this UTA's first Five-Year Service Plan?

A. *No. The 2021-2025 Five-Year Service Plan was adopted in 2021, and more information can be found here.*

UTA updates the Five-Year Service Plan every two years to incorporate the best available information.

Q. What do you want from me?

A. *UTA would like your input to help develop the Five-Year Service Plan and the vision beyond Five-Years. Learn more about the Five-Year Service Plan and get involved by leaving comments, submitting the transit needs survey, signing up for email updates, and participating in the upcoming public comment period. Visit www.rideuta.com/FYSP [3] to get involved, ask questions, and stay in touch.*

The survey will take about 10 minutes and asks about community priorities and values related to transit service, including bus, TRAX, and FrontRunner.

Q. Why should I get involved?

A. *Because UTA reads and reviews all stakeholder, rider, and resident comments regarding service as part of each update to the Five-Year Service Plan. Even if we aren't able to implement your suggestion immediately, it may become part of a future plan.*

[3] *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/411909714675 44baa61d71bacdf4ad67*

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COMMUNITY ENGAGEMENT

In addition, we rely on "eyes on the ground" to notice details about our system and welcome new insights that we receive from our riders.

Q. How does this relate to the Gondola?

A. This doesn't involve the gondola at all. *The Five-Year Service Plan and UTA service changes in general, are separate from the Utah Department of Transportation. The Little Cottonwood Canyon Transportation study, which the gondola is a part of, is a separate effort being led by UDOT.*

Q. What's up with the December 2022 Suspended Services?

A. *UTA, like many other places nationwide, is experiencing significant staffing shortages. We simply don't have enough bus drivers to drive the routes we operated prior to December 2022. We can't provide the same level of service to communities without enough bus drivers. We are working to increase operator incentives and recruiting efforts now. But that means we have to make several emergency bus service adjustments on December Change Day, impacting Weber, Davis, and Salt Lake counties and service to Summit County.*

Read more about the emergency changes in December, including how UTA plans to address operator shortages: rideuta.com/Rider Info/Change Day.

Q. Wait, first service was expanded, then you announced service was being suspended, now you're saying that you're expanding service again?

A. *The Five-Year Service Plan sets out a plan for the future and guides decision-making. It does not mean that a specific service change or increase is happening yet. Many factors influence UTA's plans and ability to deliver service. However, the Five-Year Plan provides us with a forward-looking plan so we can be prepared should circumstances allow for service improvements.*

Q. Why do you cut routes?

A. *The Planning team evaluates transit service and seeks to deliver transit service that serves the most people the best – this includes looking at factors such as population and employment density; service to communities that rely on transit the most; favorable market segments; street connectivity; rider and employee feedback; upcoming transit projects; and more. This sometimes results in reallocating resources to better serve the community as a whole. UTA also has finite resources and budgets and is limited by ongoing impacts, including staffing shortages and the COVID-19 pandemic. We know that cutting service has real impacts on real people. Therefore, we carefully consider any potential change's operational cost and feasibility.*



Q. How final is this draft Five-Year Service Plan?

A. *Each proposed concept in the proposed initial draft Plan is subject to change. This is the draft framework upon which the Five-Year Service Plan is built, updated, and refined before anything is adopted or implemented. We are in the initial draft phase of the Plan, so these proposed components aren't set in stone and will undergo revisions and changes based on community feedback and other inputs. Give us your feedback on the draft plan here and fill out the survey!*

Q. Where can I find more information?

A. *UTA has launched a website for the Five-Year Service Plan that is a repository of the latest information at www.rideuta.com/FYSP [4]. The website is constantly being updated, so please check back regularly.*

[4] *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/41190971467544baa61d71bacdf4ad67*

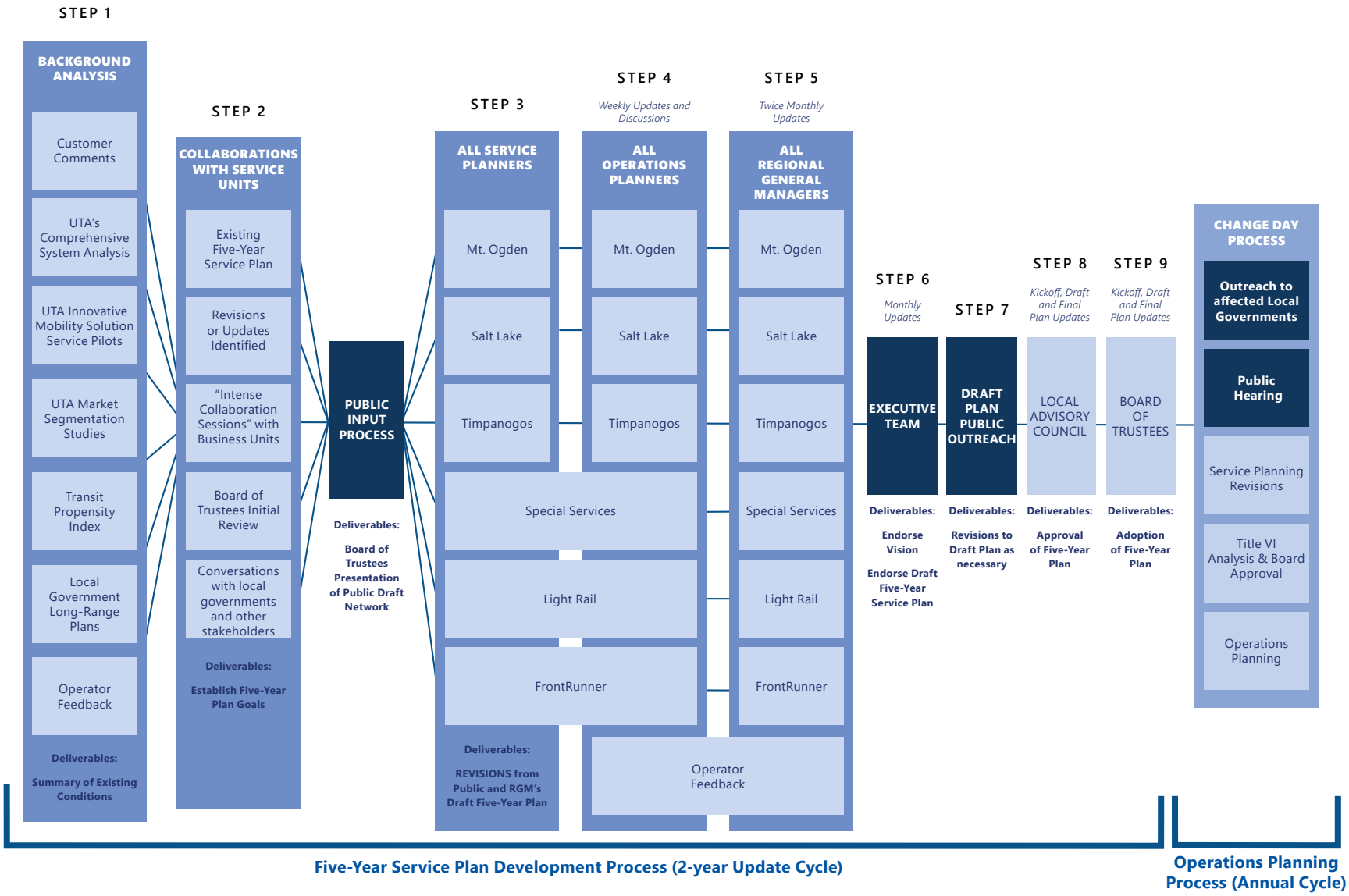
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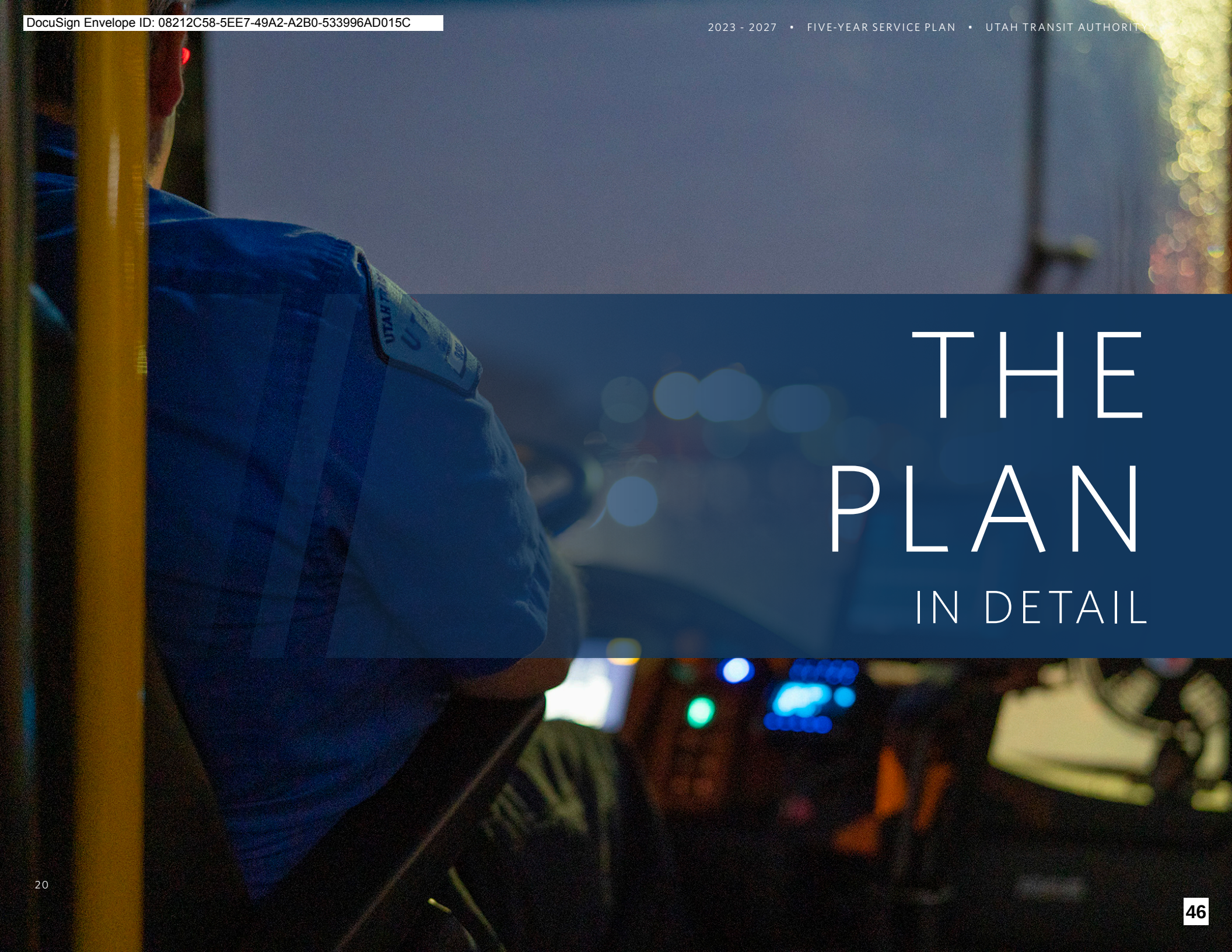
DEVELOPMENT PROCESS

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FIVE-YEAR SERVICE PLAN DEVELOPMENT PROCESS



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THE PLAN IN DETAIL

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THE PLAN – IN DETAIL

UTA's Service Planning team has considered stakeholder and community feedback, emerging circumstances, and the best available information to draft an updated Five-Year Service Plan. Priorities expressed by communities through the transit needs survey indicate that expanding service coverage and frequency, as well as improving on-time reliability, travel times, and weekend service are important.

The following section outlines the updated draft plan for the Five-Year Service Plan by year. This is the framework upon which the plan is built, updated, and refined before final adoption and implementation. These components aren't set in stone and will undergo additional revisions and changes based on community feedback and other inputs following public comment. We carefully consider the operational cost and feasibility of any potential change. As this plan is updated, any additional service will be subject to available resources.

The information contained in the Five-Year Service Plan reflects changes to service, not a full picture of UTA's entire transit system or network. As part of this plan, system maps are created for each update, and the latest system maps, current as of December 2022, are located in this document's Appendix.

FIVE-YEAR SERVICE PLAN - PHASING AT A GLANCE

Subject to change

2023	2024	2025	2026	2027	VISION (LONG TERM)
AUGUST Park City/Salt Lake City 901, 902 OGX 602, **603X**, ~~603~~, ~~650~~ TRAX Saturday *701, 703, 704, 720* Flex Routes *F202, F570, F638* Contingent Upon Resources *39, 201, 218,* **830X (MTC-PVU)** DECEMBER Contingent Upon Resources *953, 972, 994*	AUGUST Ogden Local **607**, **611**, *612, F618, 625, 645* Salt Lake County Local *205* South Utah County *821,* ~~822~~, **823**, *Paratransit*	AUGUST Salt Lake City 2, ~~2X~~, **2A**, **2B**, *220*	AUGUST SLC-Ogden Regional *455, 470,* **600**, **609**, *627* Midvalley *47,* **50**, *227, 240,* ~~F590~~	AUGUST 5600 West *256,* ~~F556~~, **Paratransit** Northwest Utah County ~~806~~, *809,* **Paratransit**	UNPHASED **4**, *17,* **31**, *39, 45, 54, 62,* **F126**, **146**, *201, 209, 218, 223,* **236**, *248, 509,* ~~513~~, *604,* ~~613~~, ~~616~~, *F618, 626, 627,* **631**, *640,* **641**, **656**, *831,* ~~833~~, **842**, *850,* ~~864~~, *871, Paratransit* **North Weber On Demand** **Lehi On Demand** **West Provo On Demand** *South Salt Lake County On Demand* **Sandy/Cottonwood Heights On Demand** **West Jordan On Demand**
HOURS: 54,059 MILES: 640,131	HOURS: 72,925 MILES: 342,642	HOURS: 28,197 MILES: 190,265	HOURS: 126,858 MILES: 1,446,047	HOURS: 118,588 MILES: 1,195,468	

Font Key:
Bold = new service, *Italics* = changed service, ~~Strikethrough~~ = discontinued service

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AUGUST & DECEMBER 2023

Added Service Hours: 54,059

Added Service Miles: 640,131

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PARK CITY/SALT LAKE CITY CONNECT

Discontinue Routes 901 and 902

High Valley Transit to operate Route 107



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THE PLAN – AUGUST 2023

BUS RAPID TRANSIT IN OGDEN

New OGX service replaces Routes 603 and 650

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TRAX SERVICE IMPROVEMENTS

TRAX and S-Line increased to 15-minute service on Saturdays

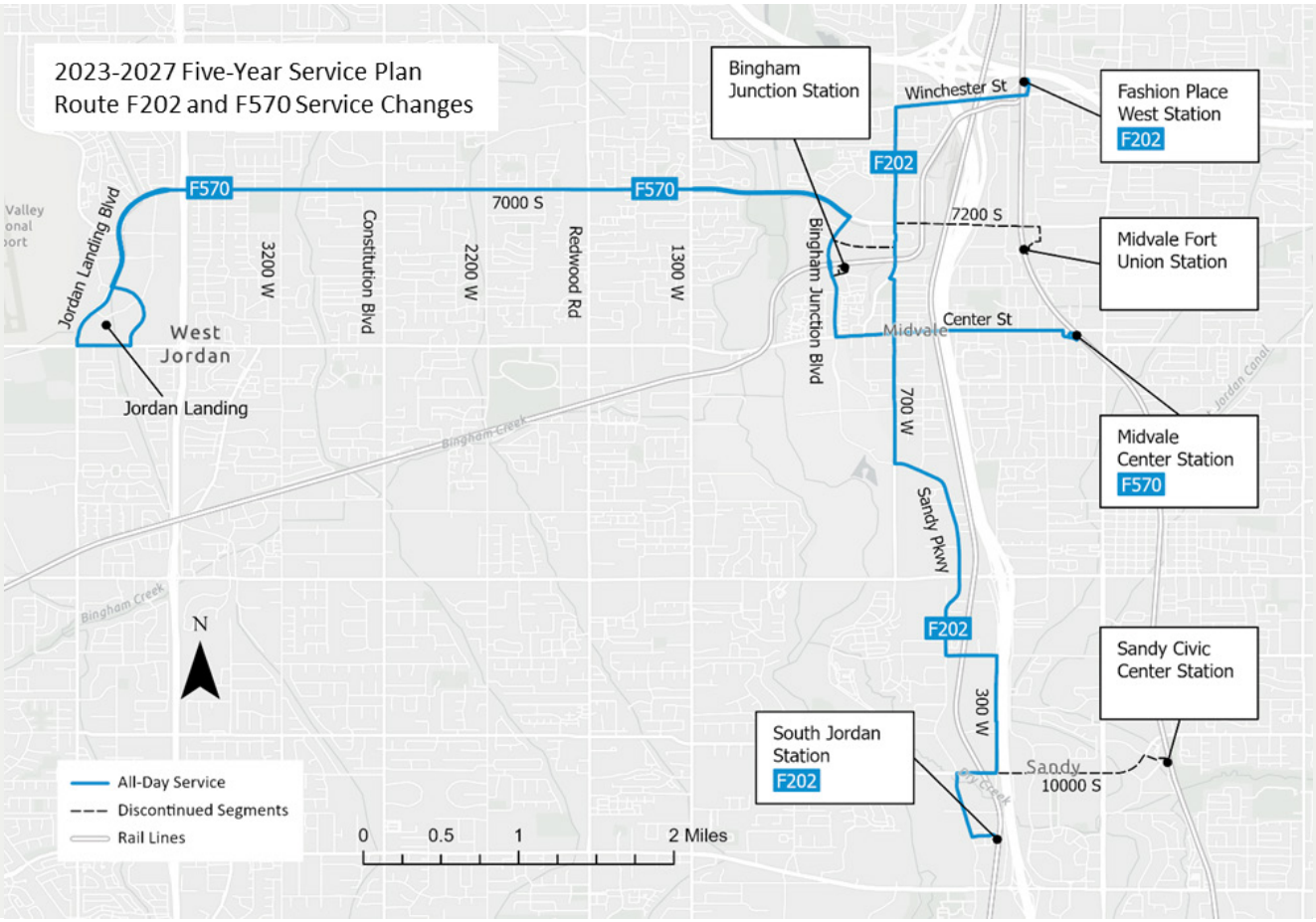


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FLEX ROUTE IMPROVEMENTS

Routes F202 and F570 adjusted to improve reliability, increase coverage

Additional stops on Route F638 within Brigham City



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SERVICE IMPROVEMENTS

Restore service on Routes 39, 201, and 218

Implement UVX service to Provo Airport

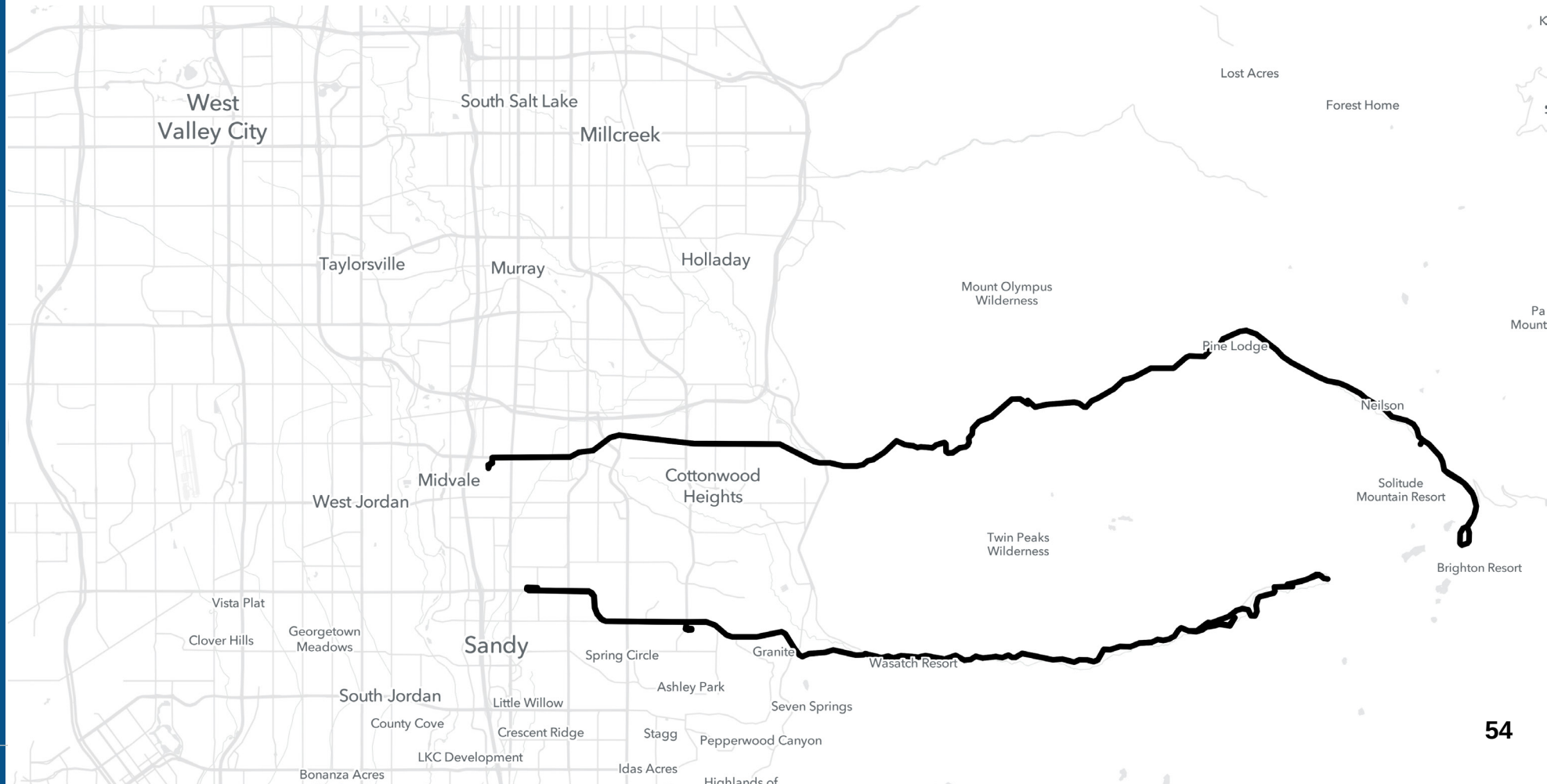


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SALT LAKE COUNTY SKI SERVICE

Increase service on Routes 972 and 994

Implement select trips on Route 953



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AUGUST 2024

Added Service Hours: 72,925

Added Service Miles: 342,642

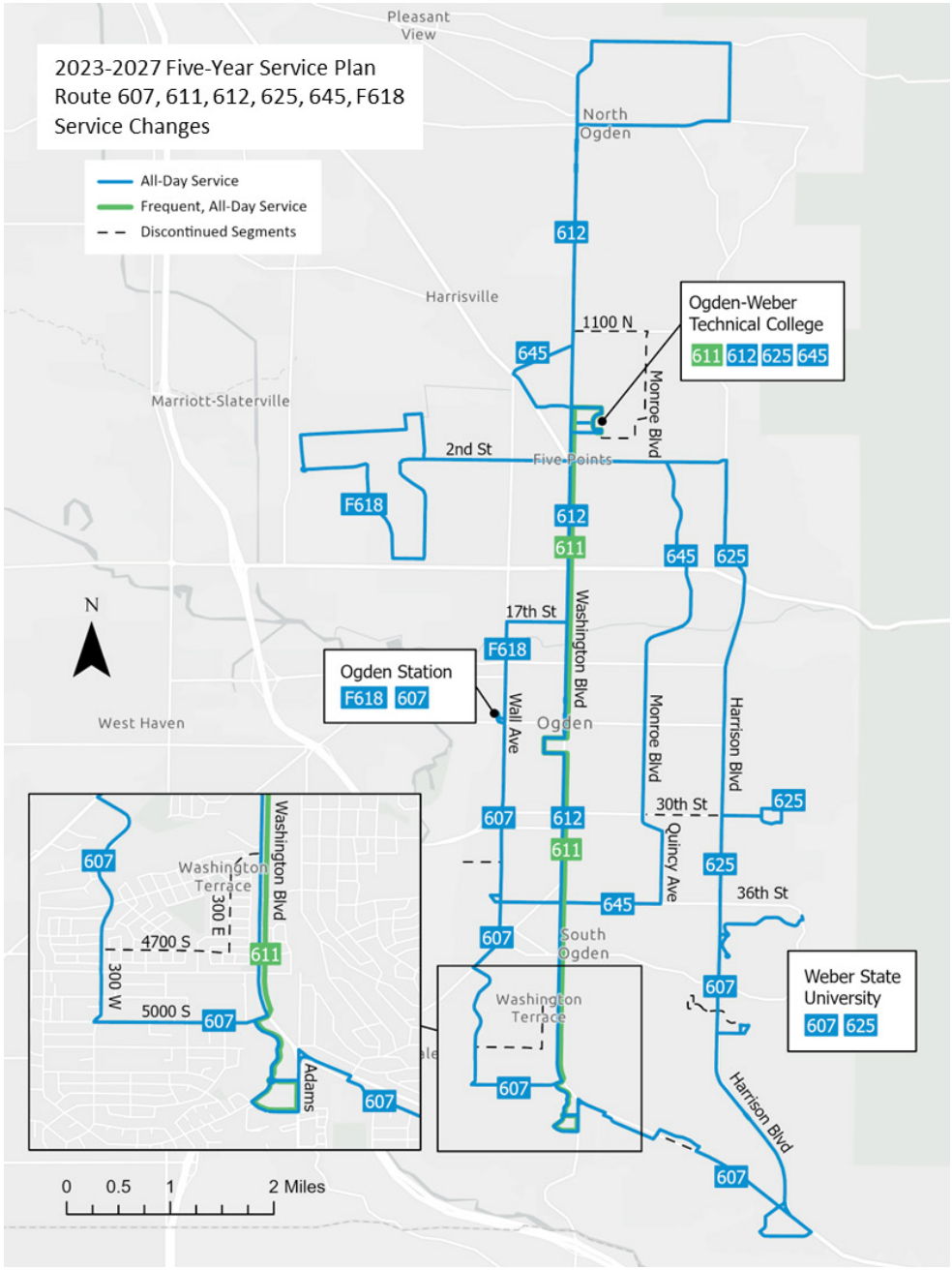
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THE PLAN – AUGUST 2024

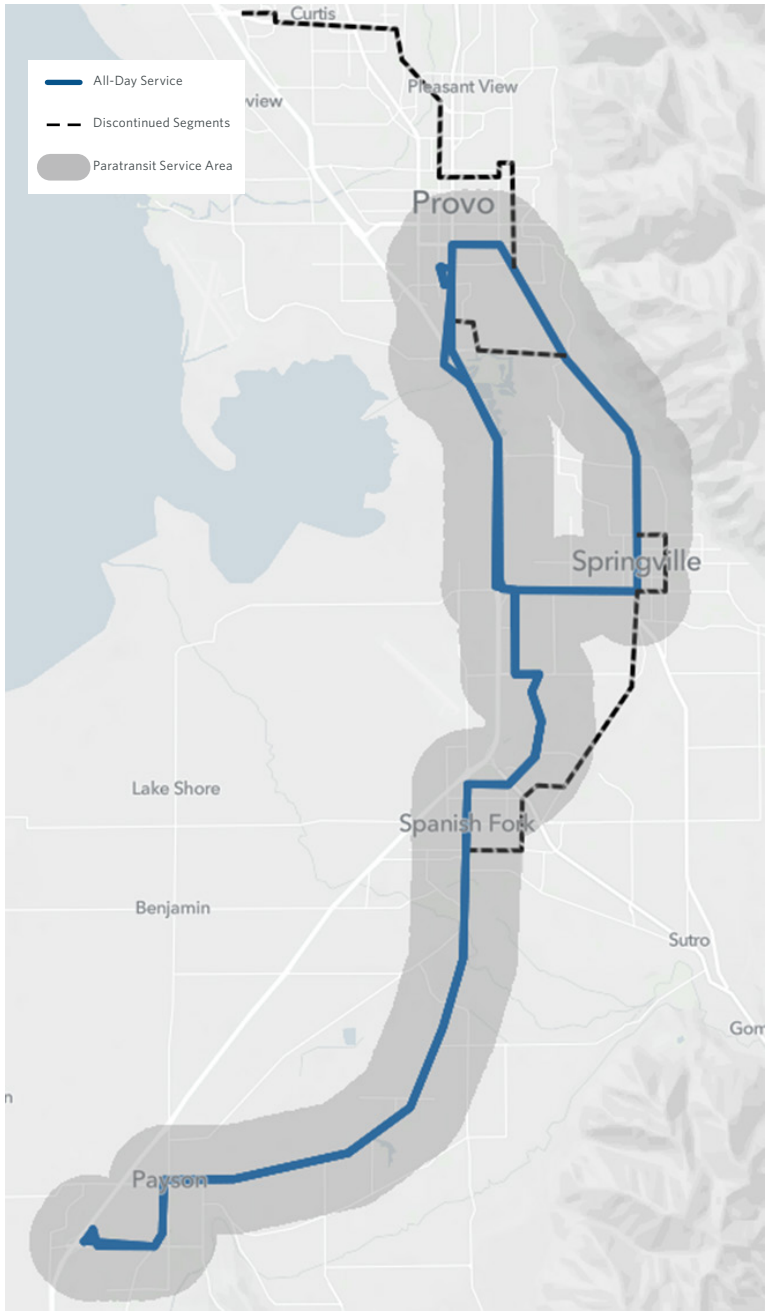
OGDEN LOCAL

New Route 607 provides one seat ride to Weber State University, Wall Ave, and Ogden Station

New Route 611 at 15-minute service on weekdays between Washington Terrace and Ogden-Weber Technical College



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SOUTH UTAH COUNTY

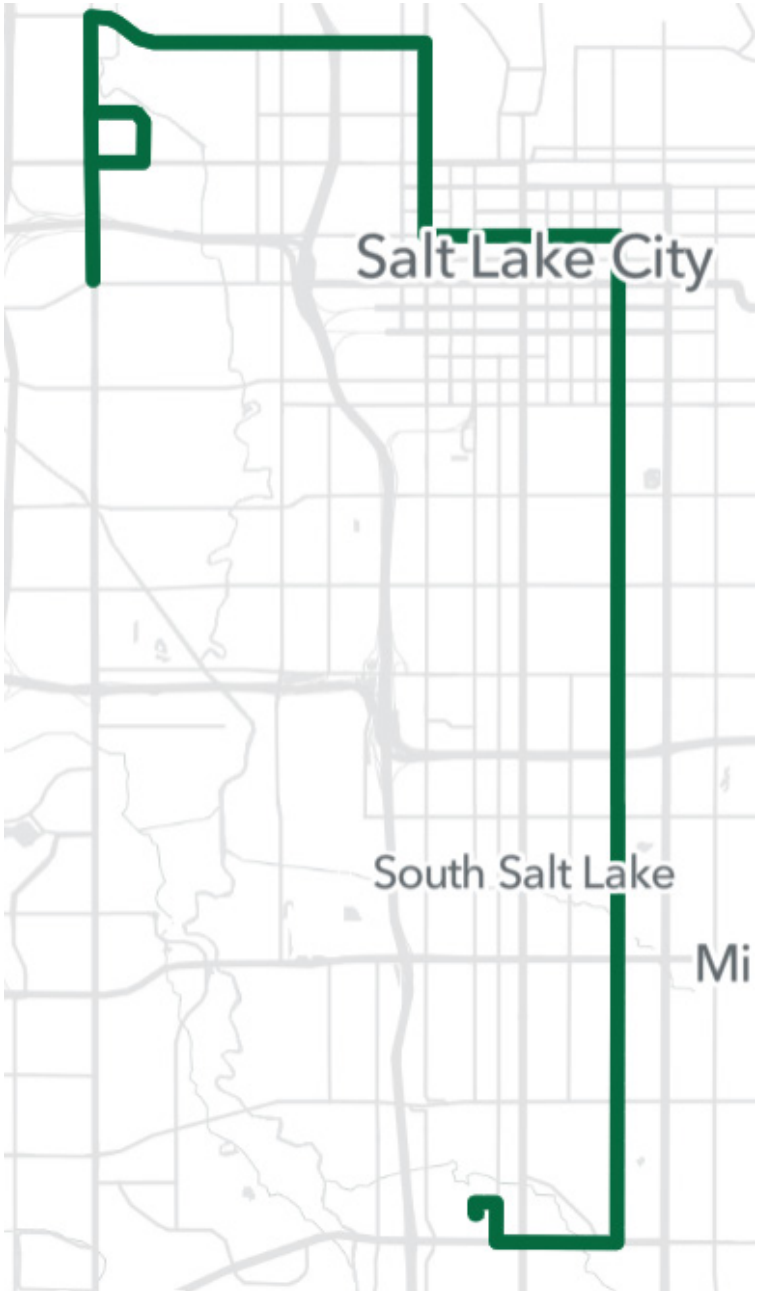
Routes to Payson, Salem, Spanish Fork, and Springville streamlined to reduce travel time, serve additional destinations

Adjustments to the Paratransit service area

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SALT LAKE COUNTY LOCAL

Increase frequency on Route 205



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AUGUST 2025

Added Service Hours: 28,197

Added Service Miles: 190,265

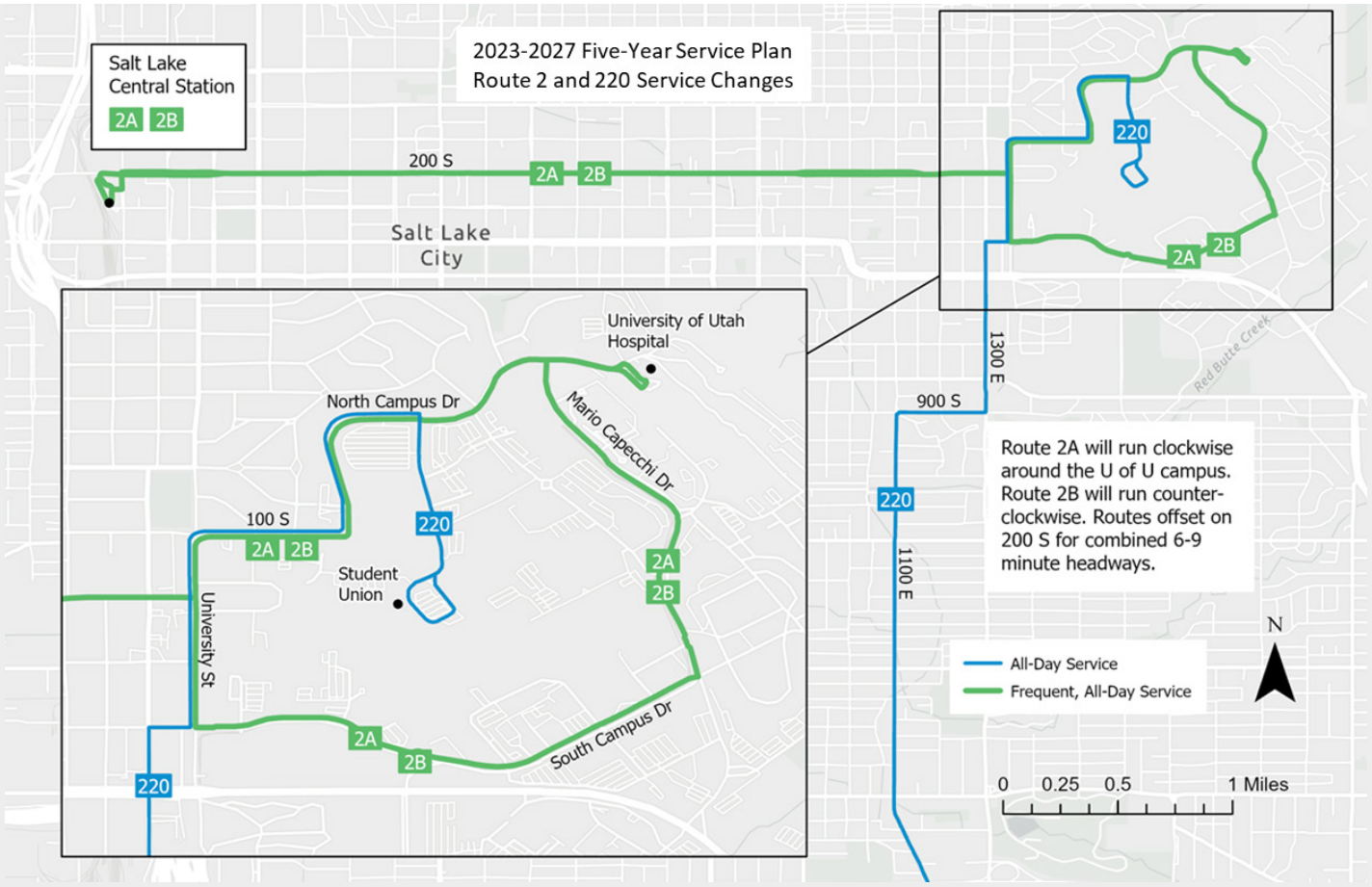
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SALT LAKE CITY - 200 SOUTH & UNIVERSITY OF UTAH

End Route 220 at the University of Utah

Routes 2A/2B to replace route 2, with combined 6 – 9 minute service

Replaces Route 2X



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AUGUST 2026

Added Service Hours: 126,858

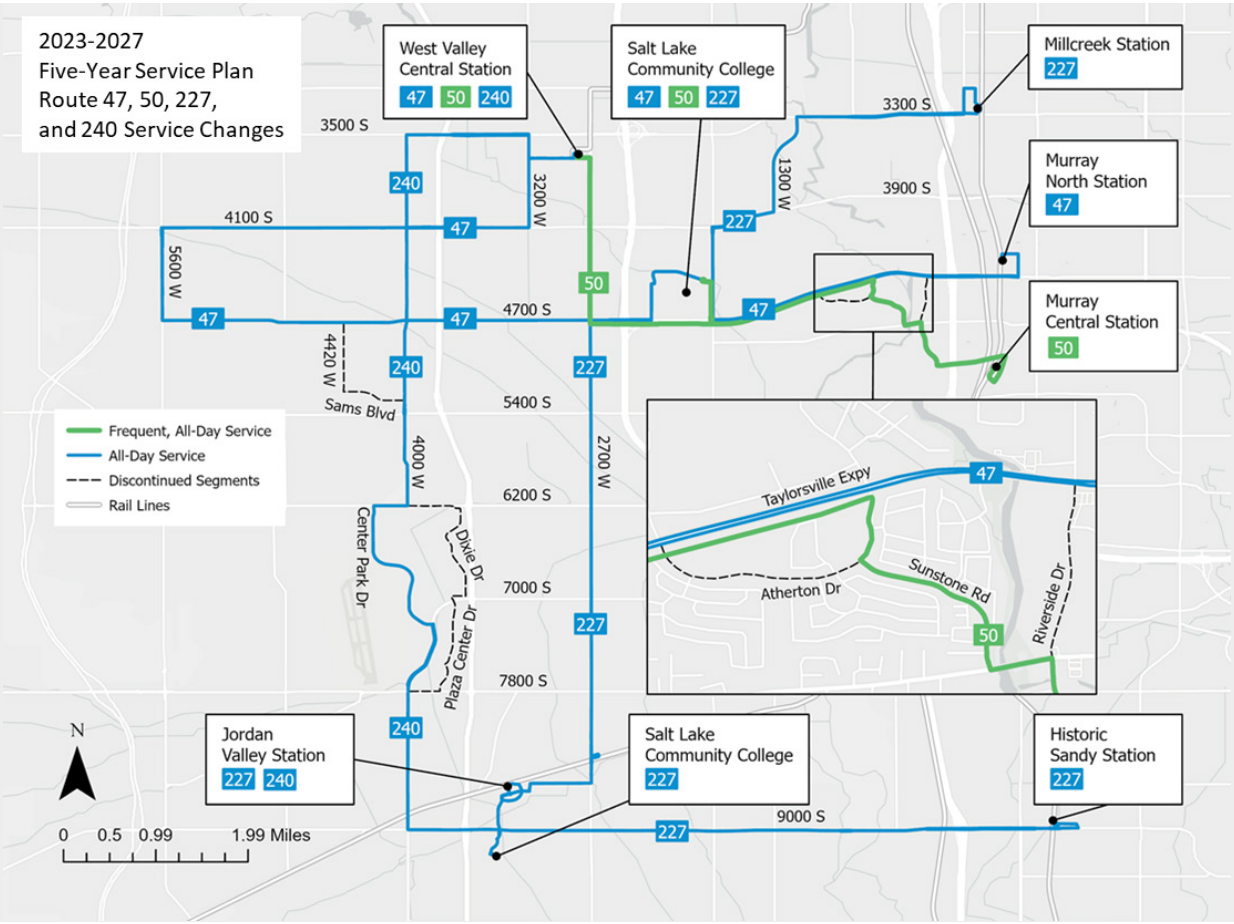
Added Service Miles: 1,446,047

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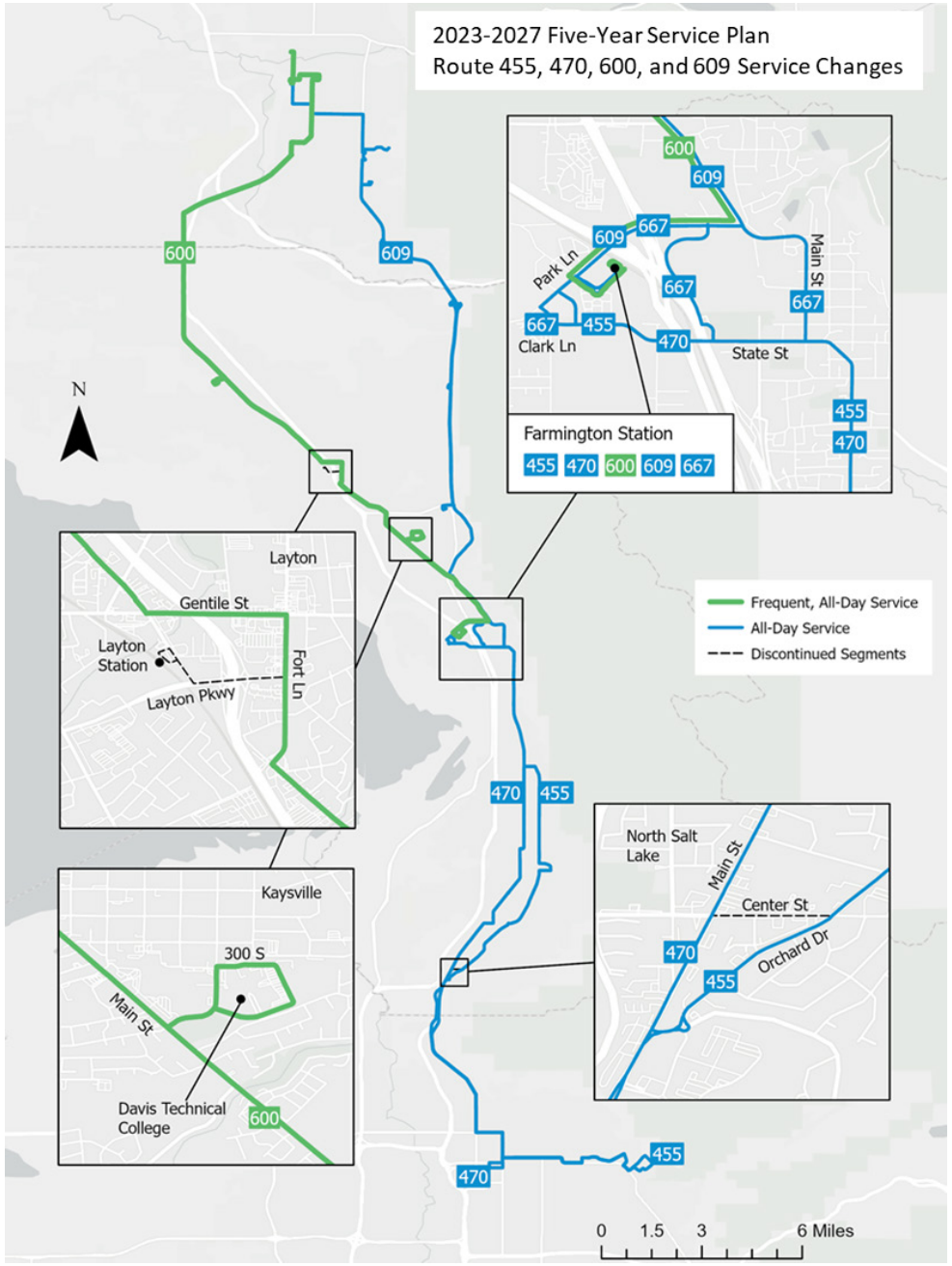
WEST SALT LAKE COUNTY - 3500 S TO 9000 S

Route changes to prepare for Midvalley Connector

Route 227 extended to SLCC-WJ campus, SLCC-Redwood campus, and 9000 S



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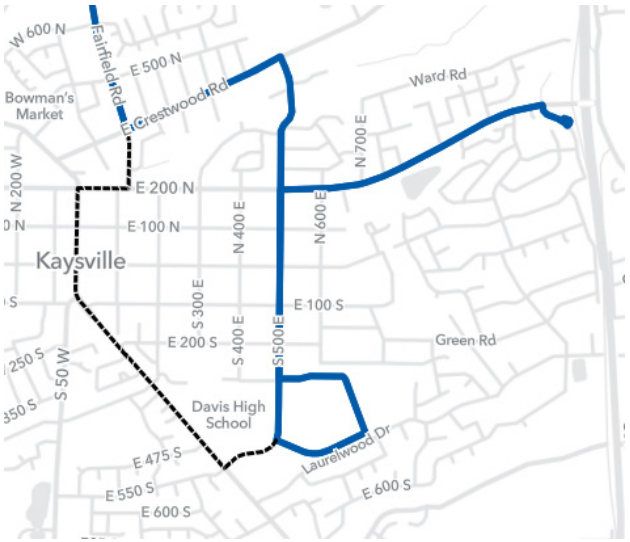


SLC - OGDEN REGIONAL

Split Routes 455 and 470 at Farmington Station

Northern segment of current Route 470 (State/Main) increased to 15-minute service

Route 627 rerouted for additional connection at Fruit Heights Park 'n Ride



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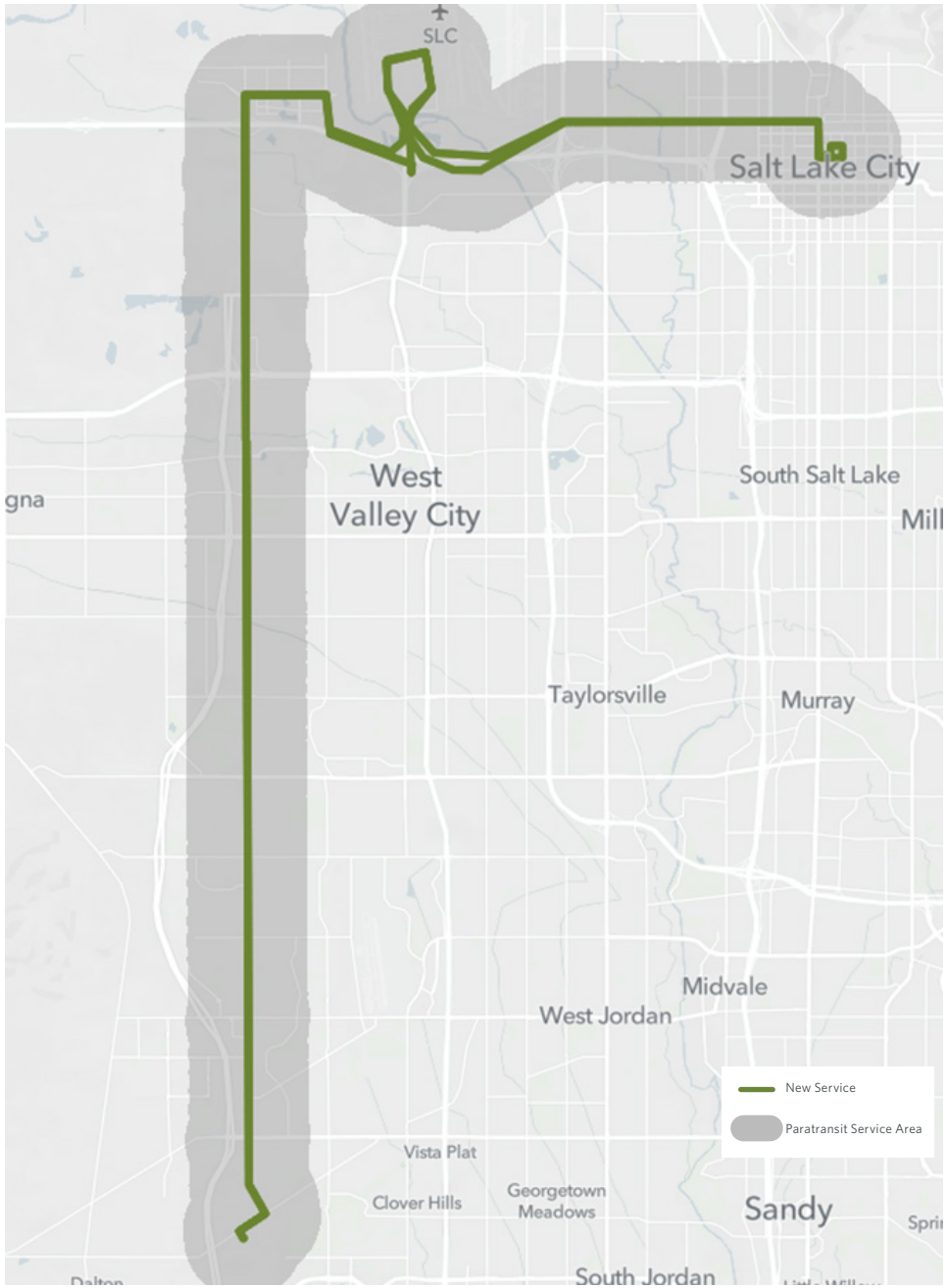
AUGUST 2027

Added Service Hours: 118,588

Added Service Miles: 1,195,468

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THE PLAN – AUGUST 2027



WEST SL CO - 5600 W

New frequent service on 5600 W, the International Center, North Temple, and Downtown SLC

Increase to Paratransit Service Area



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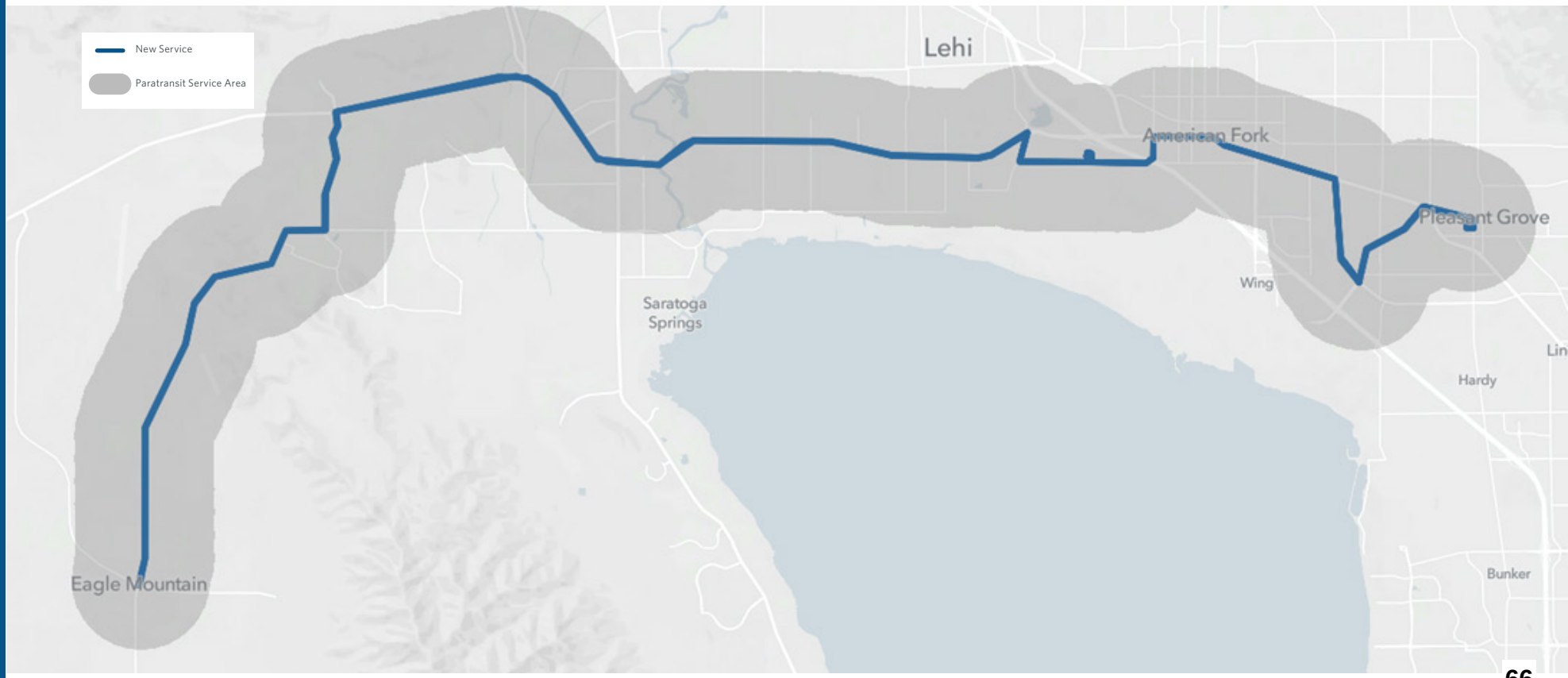
THE PLAN – AUGUST 2027

NORTHWEST UTAH COUNTY

New service on Pioneer Crossing and Pony Express Parkway

Route will serve new Park & Ride locations

Increase to Paratransit service area



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VISION (LONGER TERM)

UNPHASED PROJECTS BEYOND FIVE YEARS

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VISION (LONGER TERM)

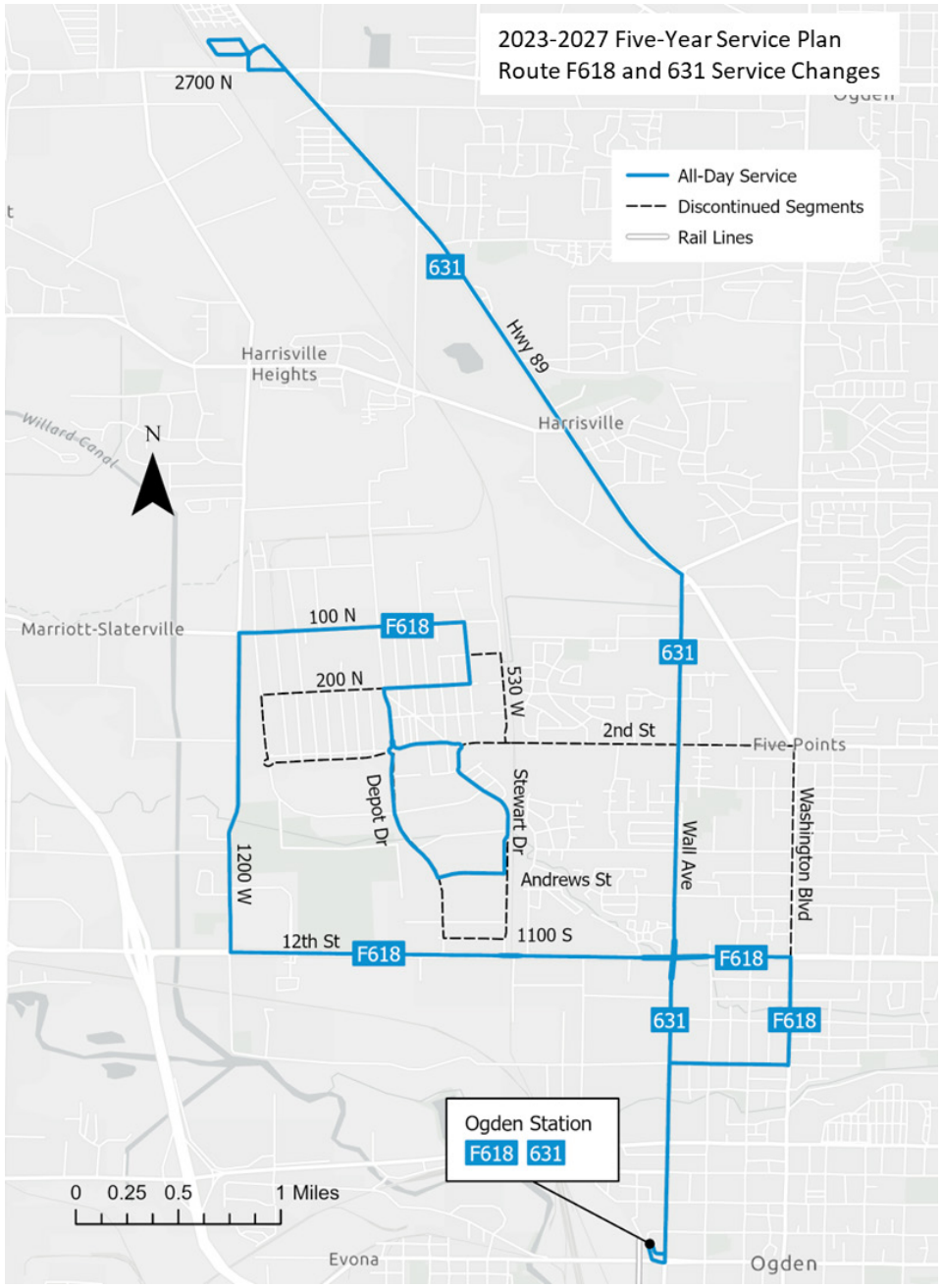
FREQUENCY IMPROVEMENTS

Improved frequency on Routes 4, 17, 39, 45, 54, 62, 209, 223, and 850



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VISION (LONGER TERM)



BDO & PLEASANT VIEW

Route F618 realigned to serve Business Depot Ogden ("BDO") via 12th St (replaces Route 613)

New service between Pleasant View Station and Ogden Station

Deviation service on Route F618 replaces Paratransit in BDO

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VISION (LONGER TERM)

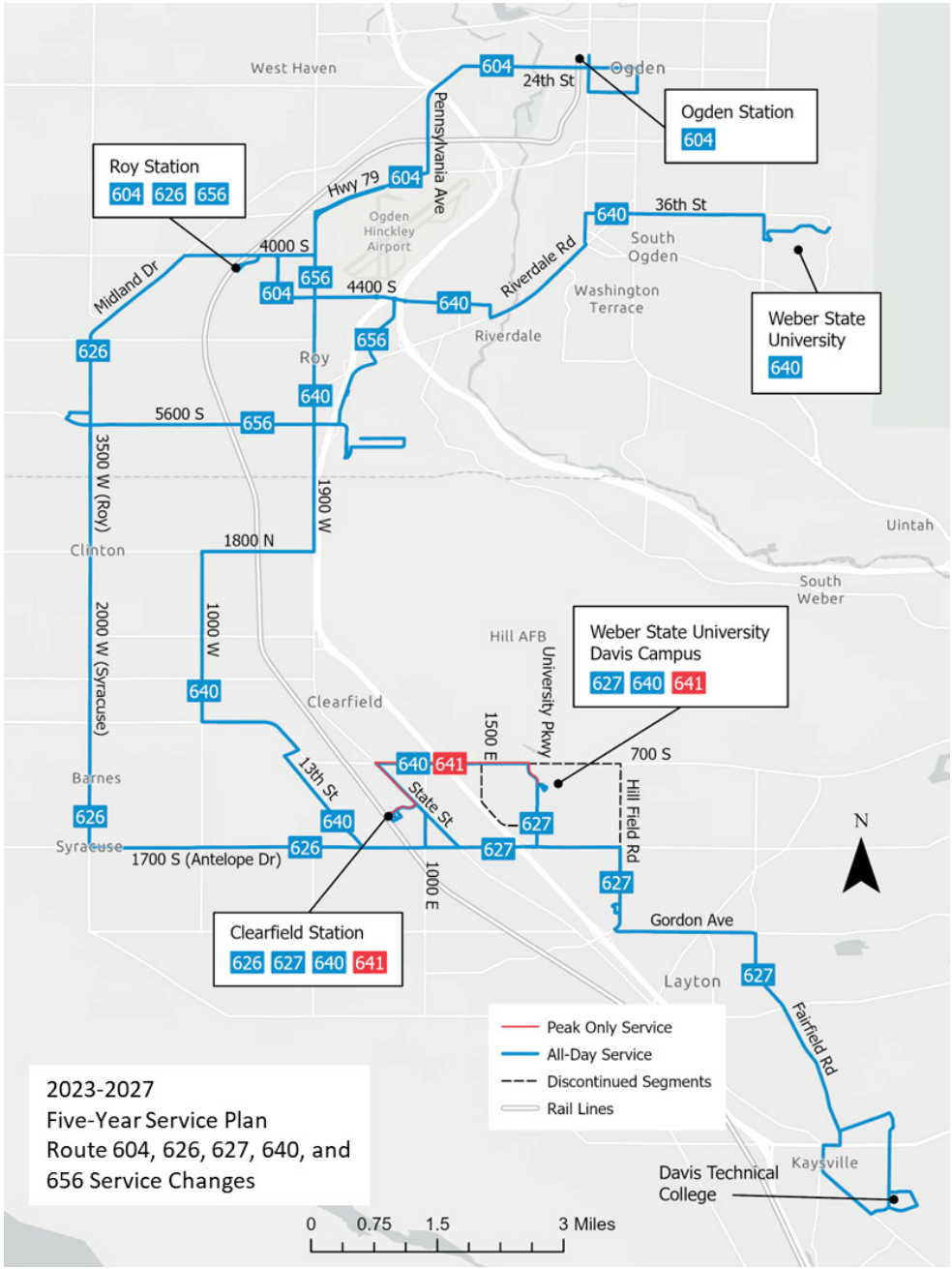
NORTH DAVIS AND SOUTH WEBER COUNTY

New route serving Roy Innovation Center

Route 626 extended to Roy FrontRunner Station

Route 627 streamlined to Antelope Dr

Frequency improvements on Routes 604, 626, and 627



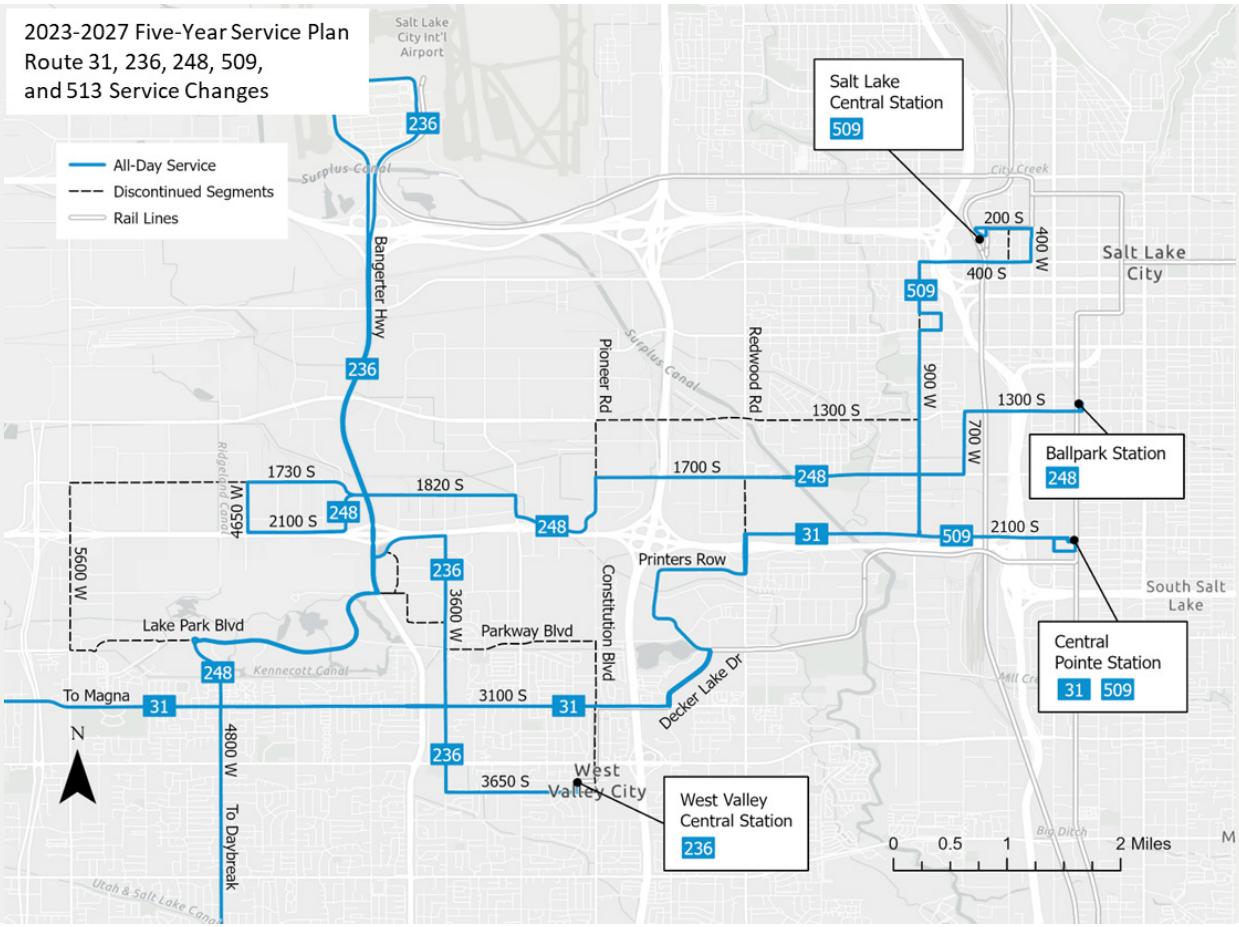
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WEST SL CO – AIRPORT TO 3500 S

New service on 3100 S

New service on 3600 W between the Salt Lake International Airport and West Valley Central Station

Route 248 extended to serve Lake Park Corporate Center and 1700 S (replaces Route 513)



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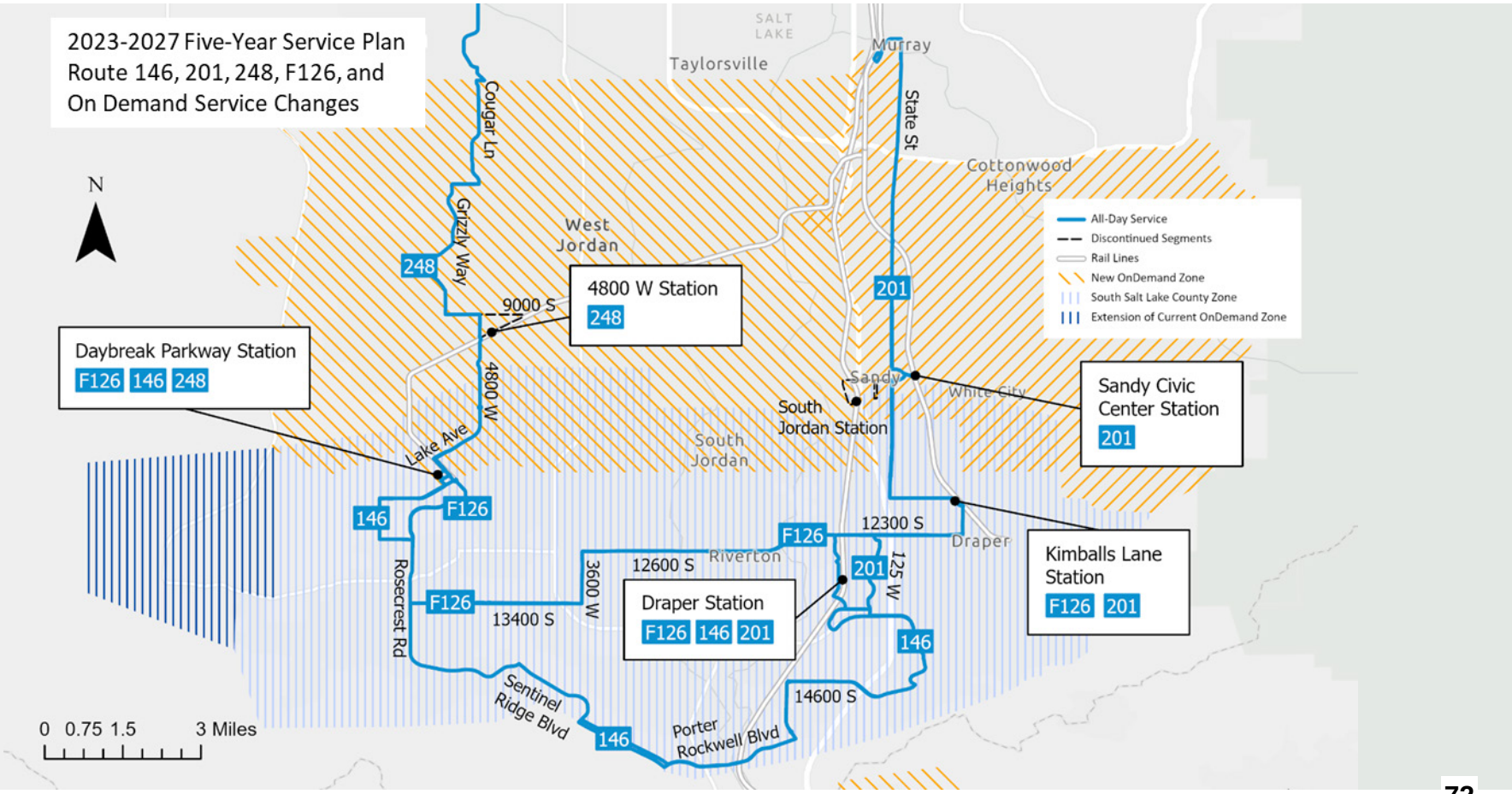
VISION (LONGER TERM)

SOUTH SALT LAKE COUNTY

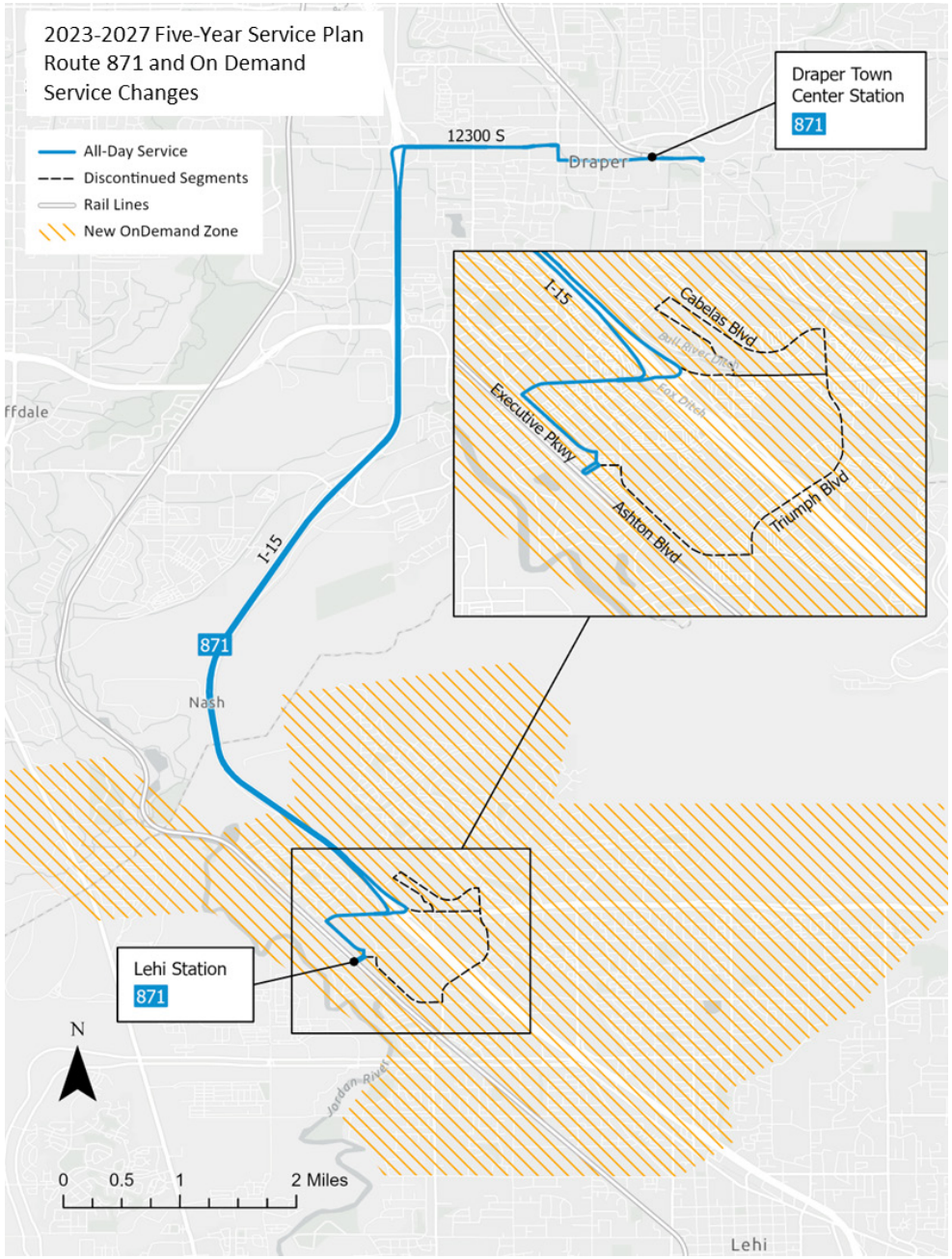
New UTA On Demand Zones

Increased fixed route service to handle demand

Increased Paratransit coverage



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UTAH COUNTY - LEHI

New UTA On Demand Zone

Route 871 streamlined between Lehi FrontRunner Station and Draper Town Center Station. Improved frequency.

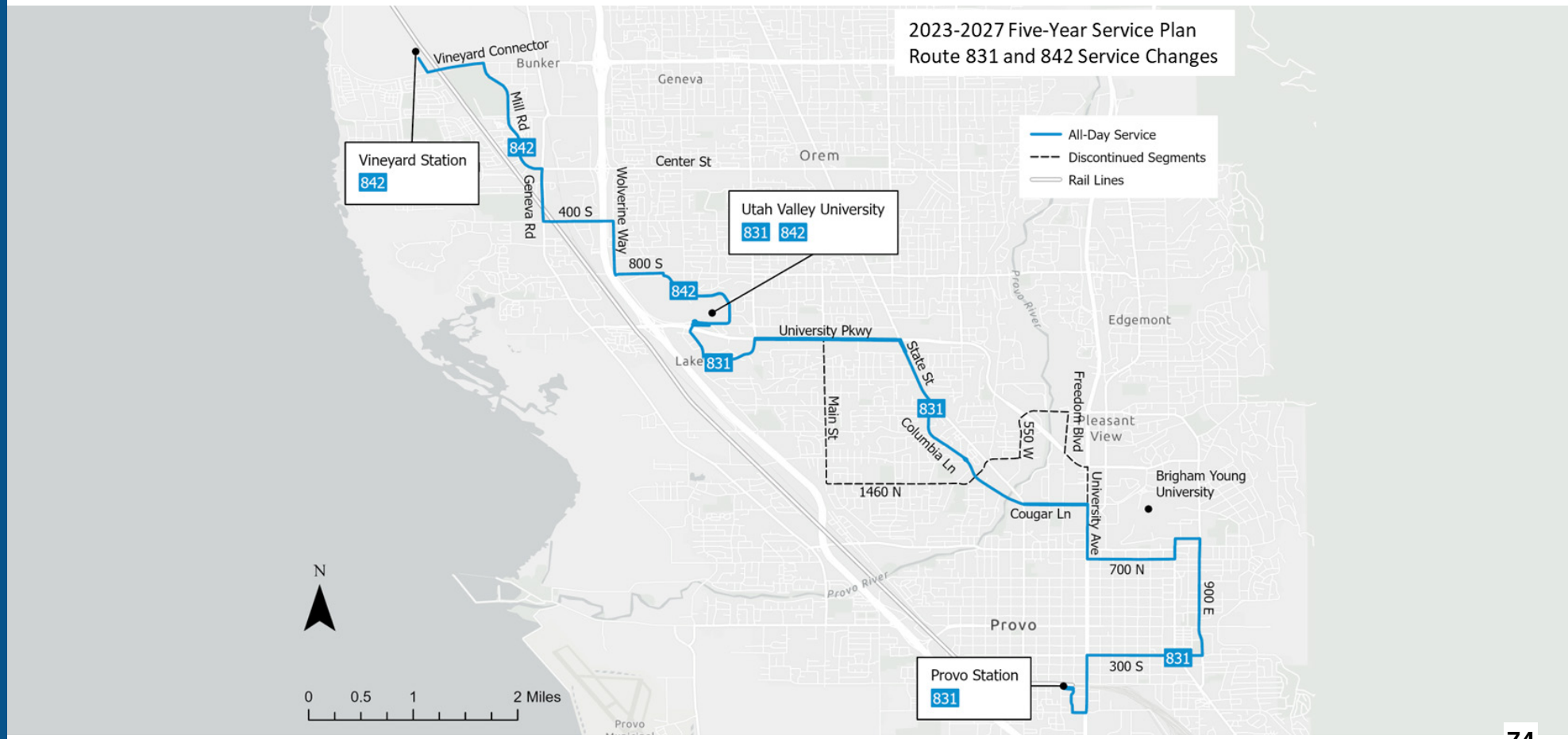
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VISION (LONGER TERM)

UTAH COUNTY – VINEYARD TO PROVO

Route 831 realigned to Columbia Ln and State St

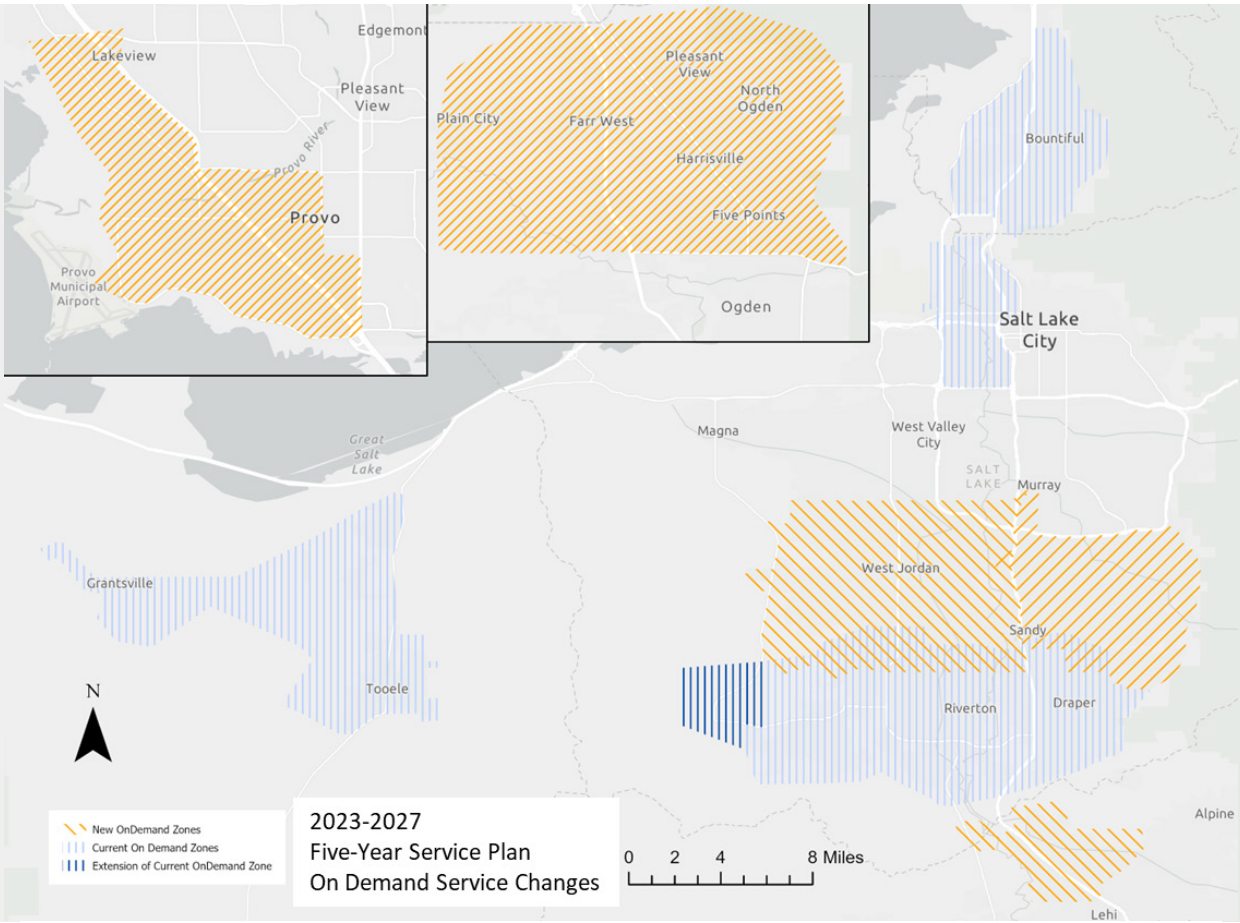
New service between Vineyard Station and UVU



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UTA ON DEMAND

New zones in north Weber County, Sandy, Cottonwood Heights, South Jordan, West Jordan, Lehi, and West Provo



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VISION

FUTURE PROJECTS

POINT OF THE MOUNTAIN TRANSIT STUDY

SOUTH VALLEY TRANSIT STUDY

Paratransit Forward

Little Cottonwood Canyon ENVIRONMENTAL IMPACT STATEMENT
S.R. 210 | Wasatch Blvd. to Alta

Davis-Salt Lake Community Connector

CENTRAL CORRIDOR TRANSIT STUDY

FrontRunner Forward

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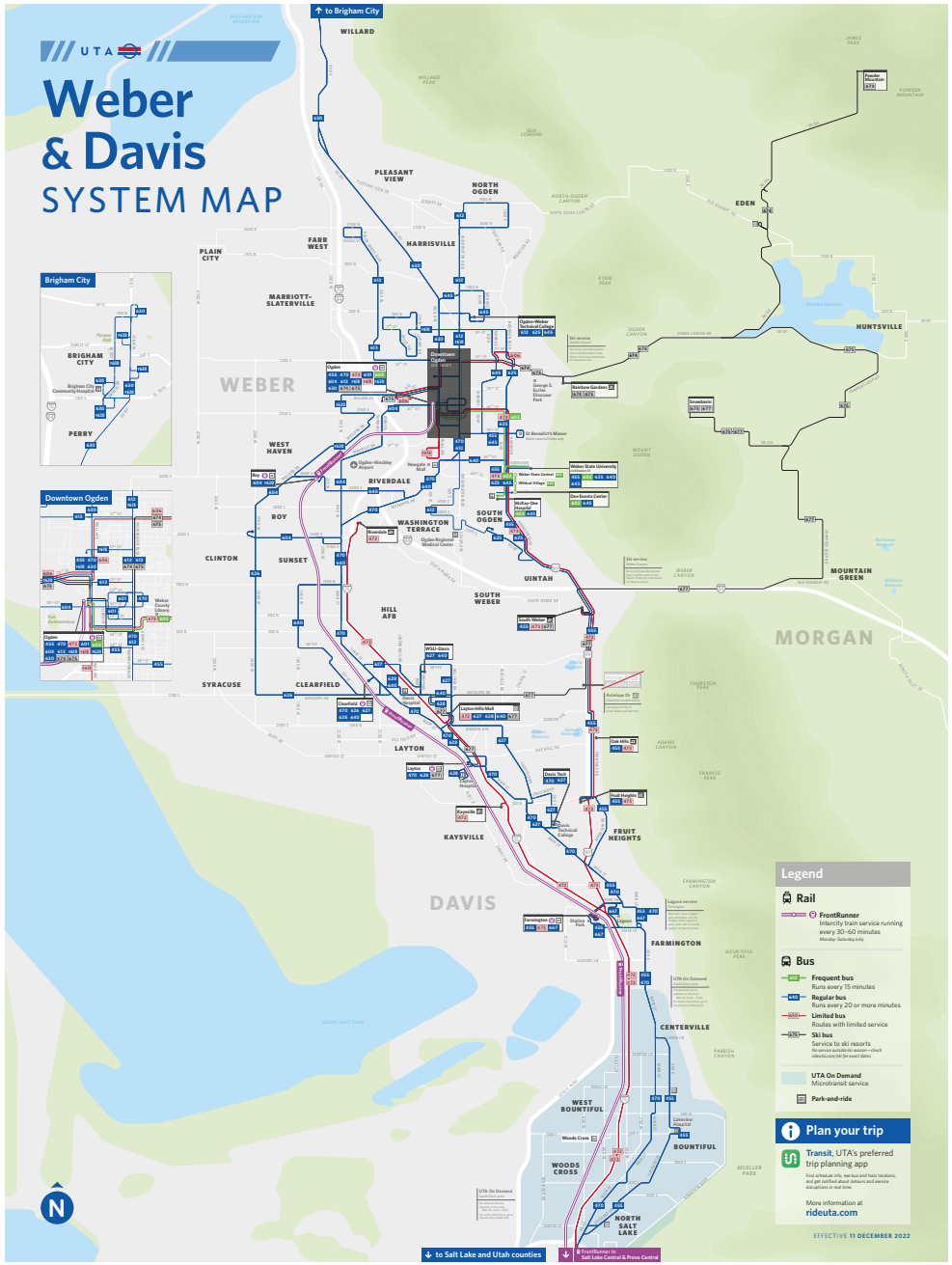
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APPENDIX

SYSTEM MAPS

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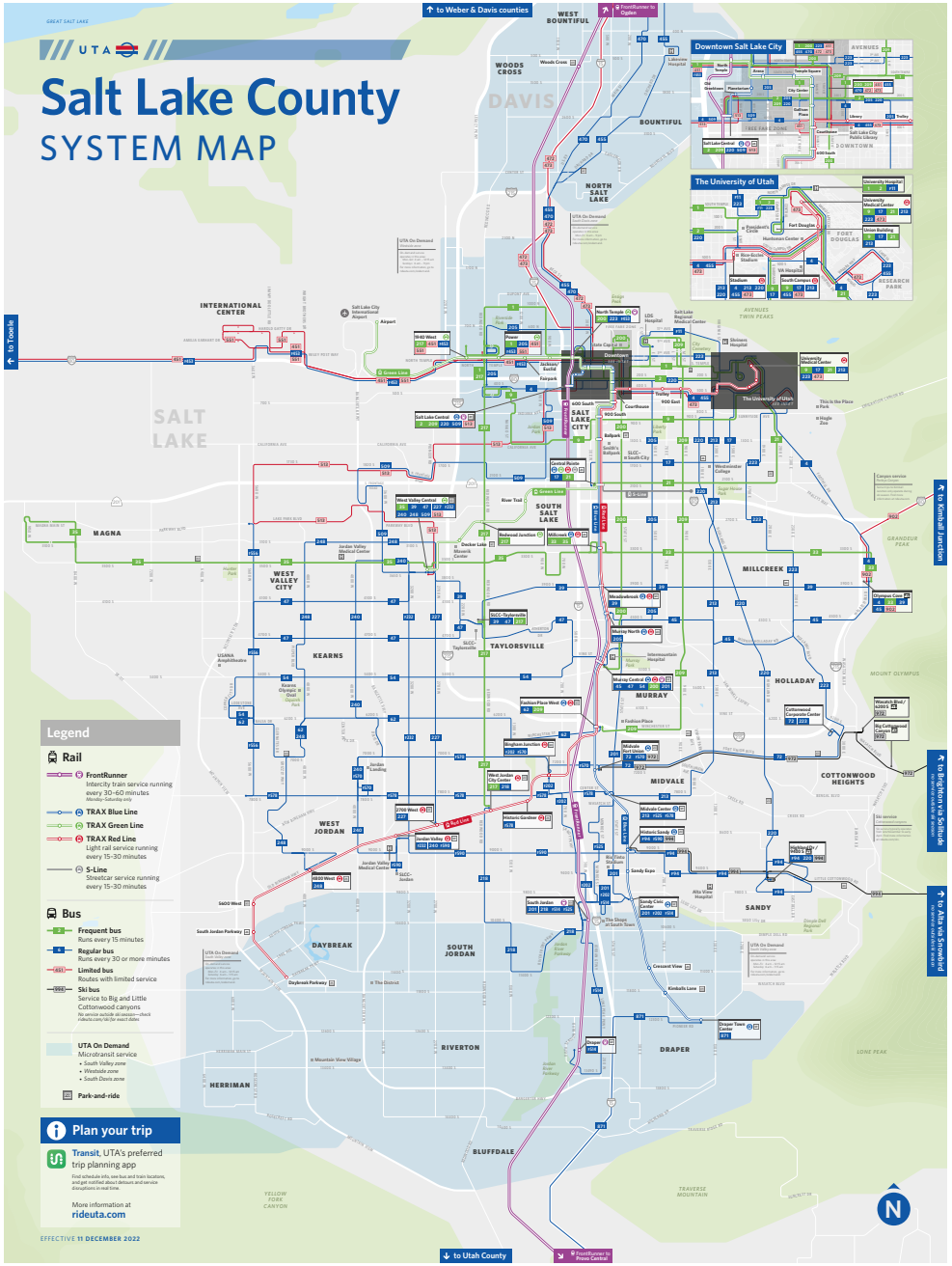


WEBER & DAVIS SYSTEM MAP

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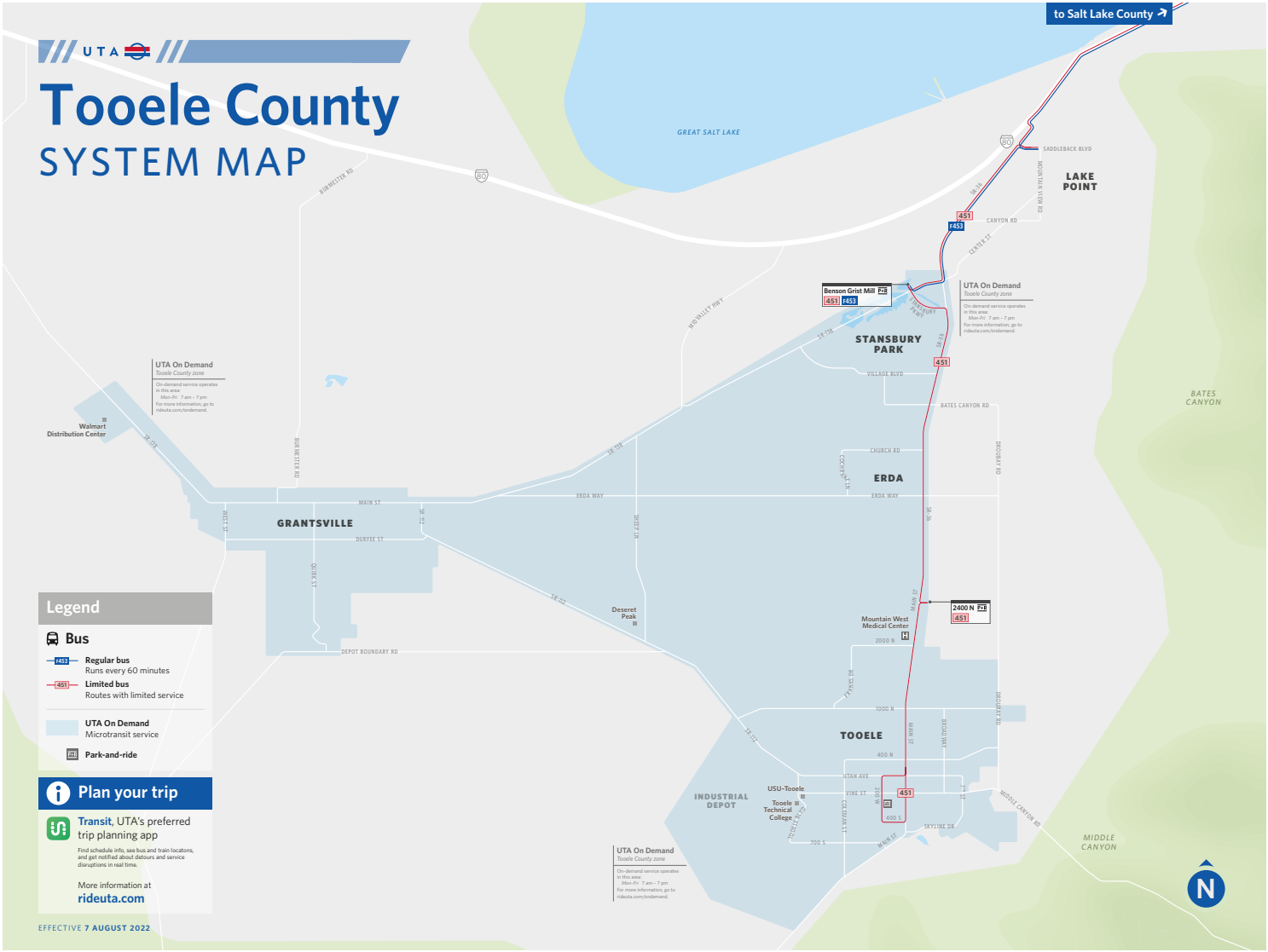
APPENDIX

SALT LAKE COUNTY SYSTEM MAP



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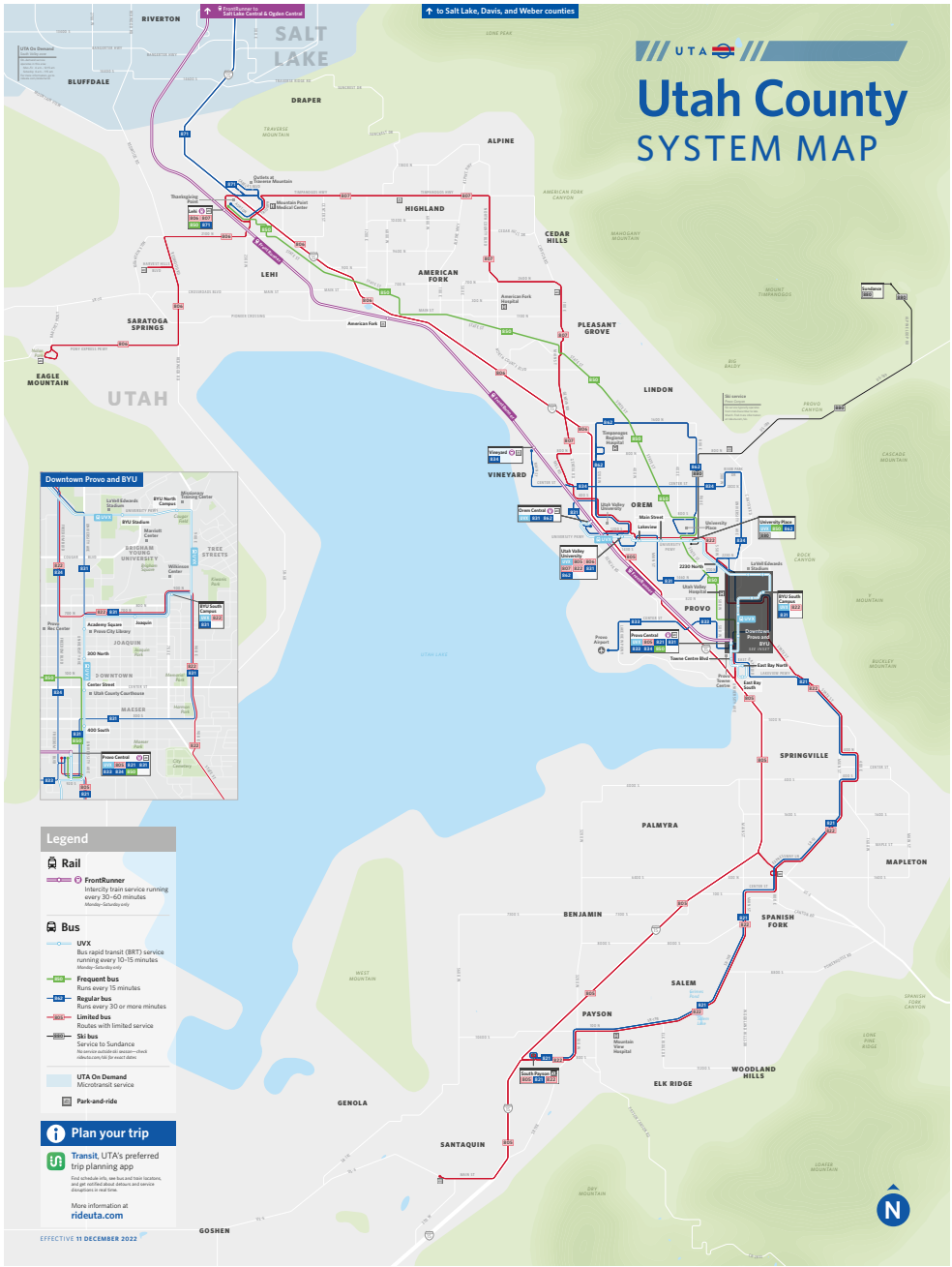
TOOELE COUNTY SYSTEM MAP



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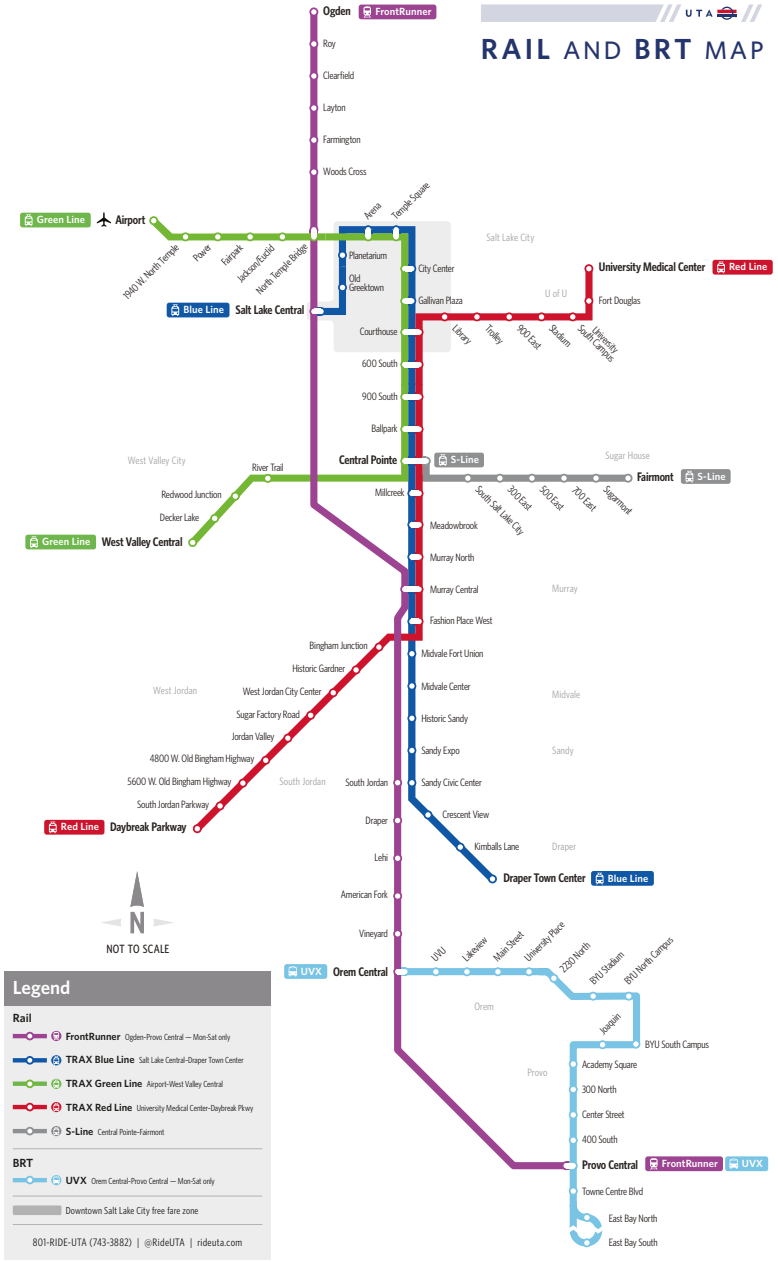
APPENDIX

UTAH COUNTY SYSTEM MAP



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RAIL & BRT SYSTEM MAP



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UTA

2023 - 2027 • FIVE-YEAR SERVICE PLAN



2023 - 2027

PUBLIC INVOLVEMENT REPORT

FIVE-YEAR SERVICE PLAN



UTA

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15 **ENGAGEMENT SUMMARY**

- 16 Communication Approaches:
- 17 Engagement Activities
- 19 Public Comment Period

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- A2 *APPENDIX 1. GRAPHICS & COLLATERAL*
- A7 *APPENDIX 2. ORIGINAL COMMENTS*
- A38 *APPENDIX 3. TRANSIT NEEDS SURVEY SUMMARY*
- A76 *APPENDIX 4. ANALYTICS & SOCIAL MEDIA TAG PERFORMANCE*



INTRODUCTION

THE FIVE-YEAR SERVICE PLAN

The Five-Year Service Plan is a dynamic guide for UTA's near-term future. Our region is growing rapidly. Where and how we grow, have impacts on the transportation network. This vision for the path ahead works to address these impacts through improvements to the transit system. Like a route map, this plan is a snapshot in time, reflecting UTA's intended service based on the best available information. This plan is updated every two years and considers other regional and local transportation plans in its development.

To learn more, take a look at the current Five-Year Service Plan for 2023-2027: www.rideuta.com/FYSP *

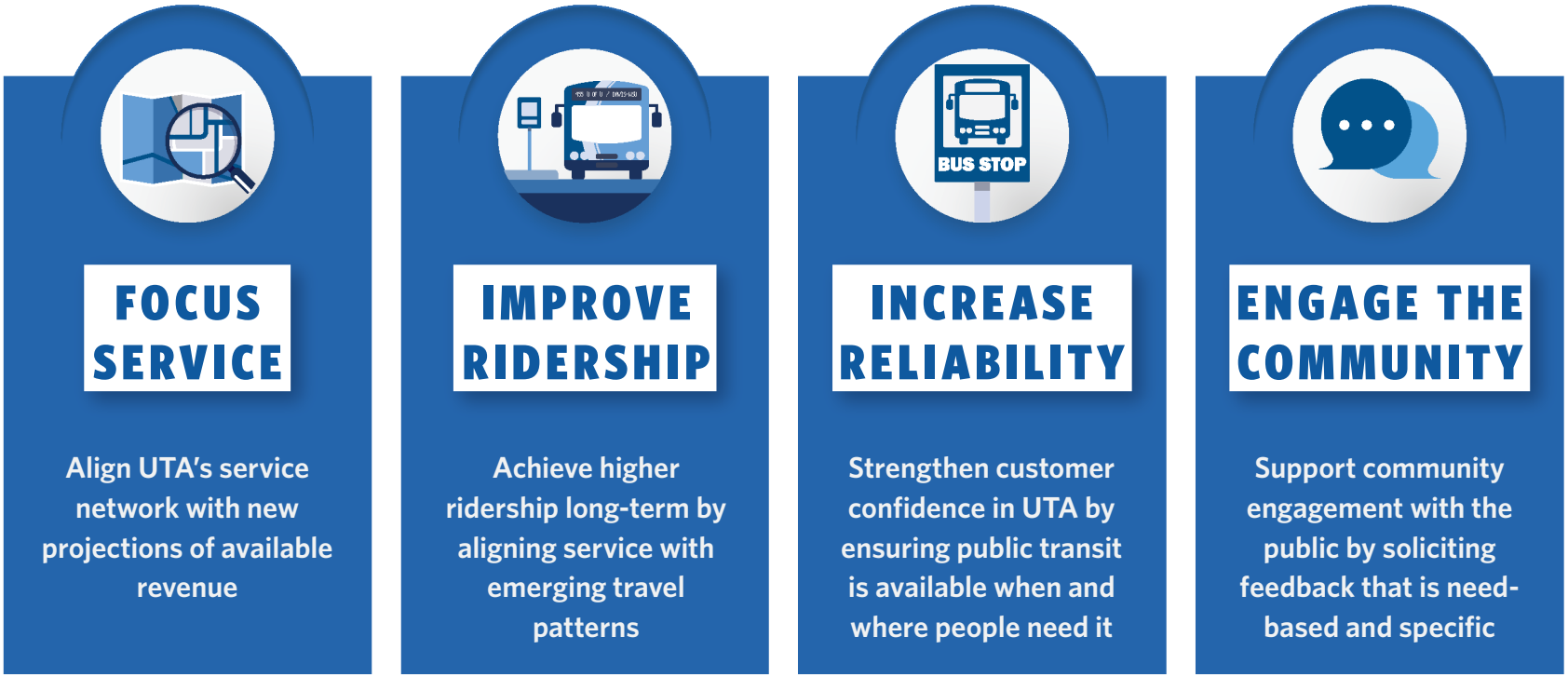
Past Five-Year Service Plan for 2021-2025: https://arcg.is/15HvbS



* *Permalink: https://maps.rideuta.com/portal/apps/storymaps/stories/411909714675 44baa61d71bacdf4ad67*

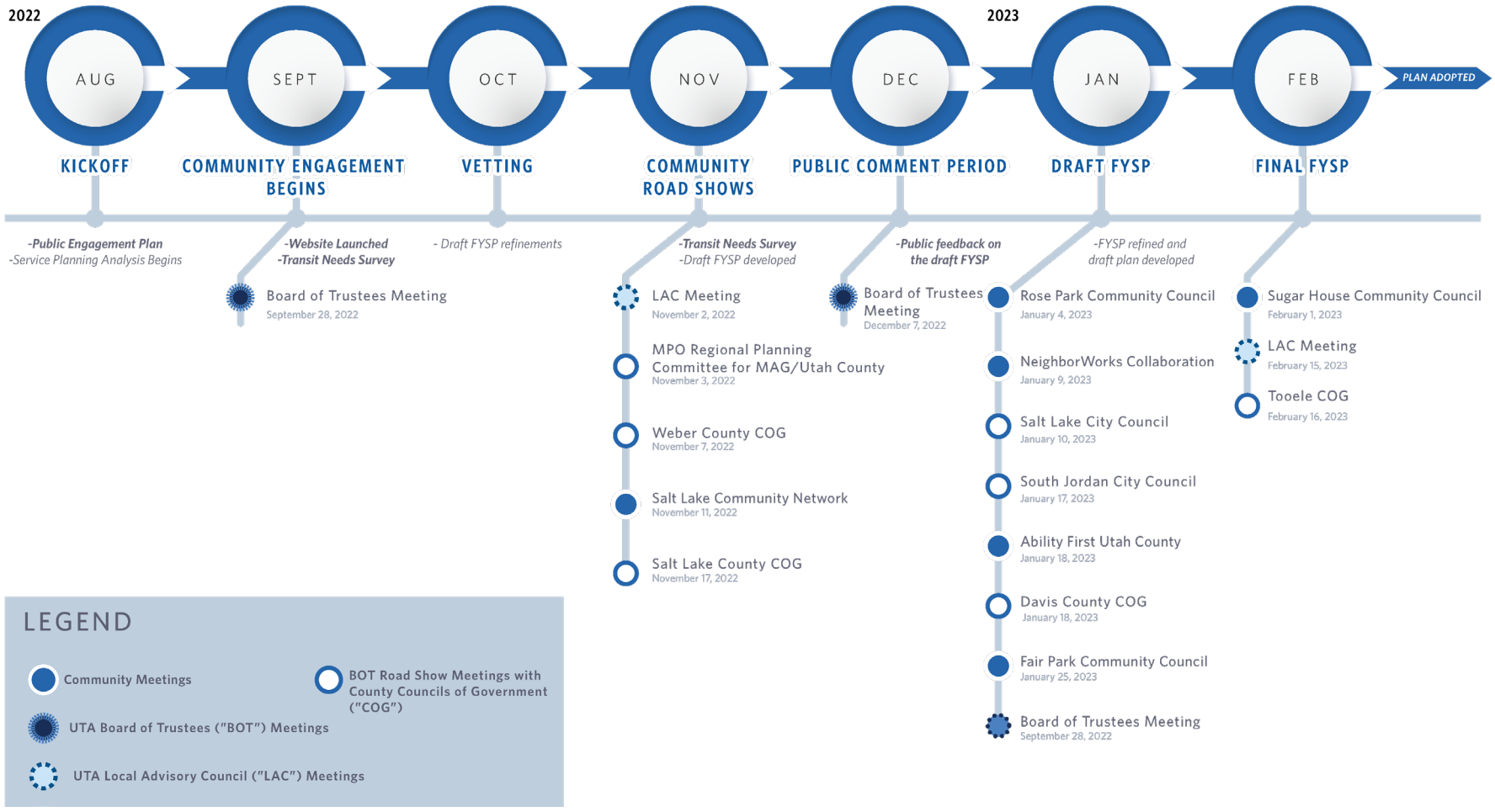
PLAN GOALS

For the 2023-2027 Five-Year Service Plan, UTA is focusing on the following goals:



As part of these goals, UTA implemented a public engagement plan to support the development of the Five-Year Service Plan, including a high-level transit needs survey, a public comment period, virtual public open house, as well as participation in various community events and meetings.

PUBLIC ENGAGEMENT TIMELINE





THEMES

COMMUNITY ENGAGEMENT

SUMMARY OF PUBLIC COMMENT THEMES

UTA requested public comments on the Five-Year Service Plan. Are we on track with this plan? What route-specific and location-specific information do we need to know? What's working or not working now, and why? We heard from community members via the transit needs survey and know that the following are important:

- *Expanded service coverage*
- *Added frequency*
- *Improved amenities at bus stops*
- *Improved on-time reliability*
- *Added weekend service*
- *Improved travel times*

The public comment period was held from December 7, 2022 through January 23, 2023. 298 comments about the FYSP were received throughout the public engagement phases.



Major Theme:

WEST PROVO

UTA Consideration: *UTA conducted outreach specifically with community groups in West Provo by request. Comments received are linked to the community meeting, where participants expressed the need for bus service in their area. Over 70 comments were submitted that were very similar in nature. Original comments can be referenced in Appendix 1.*

UTA recognizes the participation and support for transit from the West Provo community. Provo College is covered by the proposed West Provo On Demand area. As a vision list item, this service's implementation will depend on the budget and staffing situation over the next several years.



Major Theme:

CONCERNS OVER CHANGES TO ROUTES 821, 822, AND 823

UTA Consideration: *The proposed changes to Routes 821, 822, and 823 in southern Utah County are in line with the Regional Transportation Plan and have been developed in partnership with the cities of Springville and Spanish Fork. Additional engagement with the cities and individual stakeholders will be done before the plan can be implemented. Additional public involvement steps before implementing changes to the service are built-in ahead of each Change Day.*

COMMUNITY ENGAGEMENT



Major Theme:

ACCESS – ACCESS TO OPPORTUNITIES, FIRST & LAST MILE CONNECTIONS, AND WALKABILITY

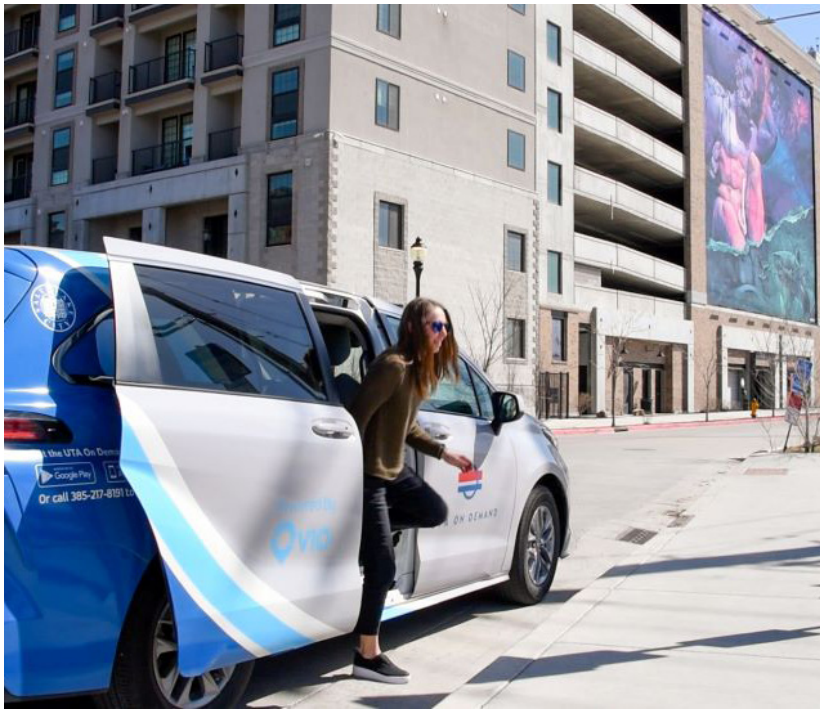
UTA Consideration: *UTA is looking at ways to increase access to opportunities and connections across our system. This is a large topic, and we know we won't cover it all, but below are a few examples of ongoing and upcoming efforts, and we encourage the community's engagement.*

- *UTA's Active Transportation to Transit Plan ("AT3P") has a primary focus to improve access and mobility around transit. More information about the Plan will be available soon on our website.*
- *The Transportation Investment Generating Economic Recovery ("TIGER") grant funding program has been a valuable resource in first/last mile connections, enhancing safety and accessibility via active transportation and transit.*
- *UTA's Bus Stop Plan includes several accessibility improvements to individual stops across the UTA system. Some key goals of this plan for bus stop improvements include ensuring ADA and safety requirements, providing accurate and up-to-date information for riders, a quality customer experience, and a more standard design process.*
- *UTA is also considering the integration of third-party providers (such as scooters, bike share, UBER, Lyft, etc.) into the Transit app over time.*

Finally, UTA On Demand provides connections to other transit services like TRAX, FrontRunner, and bus, as well as to other local destinations in the community. There are currently four UTA On Demand zones providing first and last mile connections:

- *Southern Salt Lake County*
- *Salt Lake City Westside*
- *Tooele County*
- *South Davis County*

Learn more about UTA On Demand here.



COMMUNITY ENGAGEMENT



Major Theme:

AIRPORT – IMPROVED TRANSIT OPTIONS

UTA Consideration: *Route 256, as proposed, will provide a new connection from west Salt Lake County to the Airport and International Center. Because buses are not subject to the same track-sharing constraints as TRAX, UTA and the Salt Lake City Department of Airports are exploring offering bus service on route 256 outside current TRAX operating hours.*

Additionally, UTA is working with airport planning staff to improve wayfinding and signage to the TRAX platform.



Major Theme:

AMENITIES – RESTROOMS, PURCHASING TICKETS, VEHICLE LOCATORS, DIGITAL SIGNAGE

UTA Consideration: *UTA's Customer Experience team will develop a Strategic Plan in 2023 that will provide information about UTA's approach to amenities.*

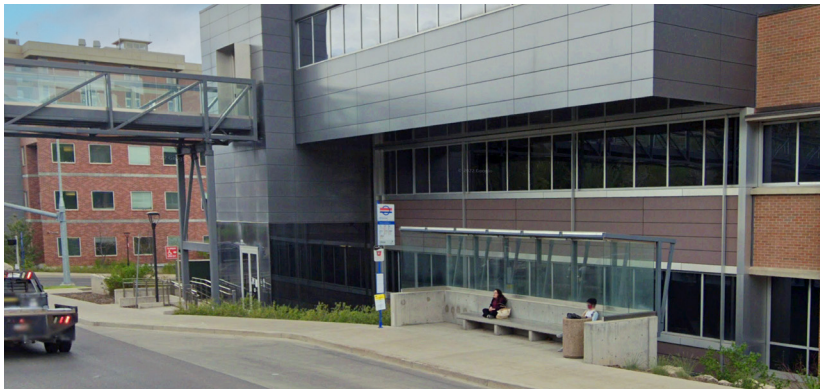
Currently, UTA will not be pursuing restrooms for customers for a variety of reasons related to safety and maintenance.

UTA is improving mobile ticket purchases for transit - in January, integrated mobile ticketing with the Transit app was launched.

UTA's Customer Experience and Fleet Engineering teams are currently working together to display "next stop" information inside buses.

Finally, UTA riders will see the new digital real-time signs at our bus hubs operational this year!

COMMUNITY ENGAGEMENT

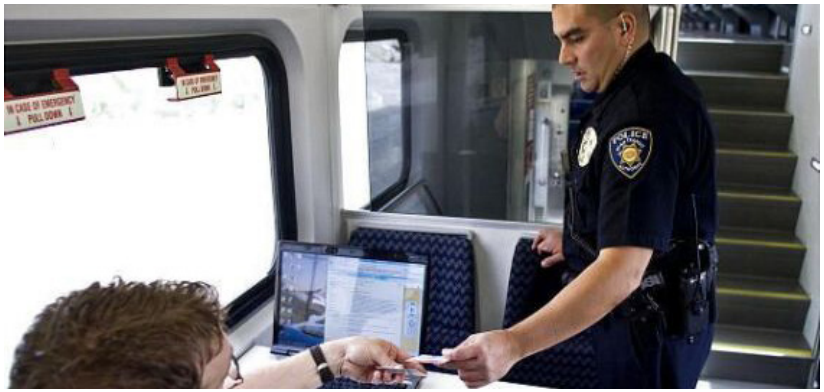


Major Theme:

BUS STOPS – SHELTER IMPROVEMENTS, AMENITIES, LOCATIONS

UTA Consideration: *Bus stop implementation is prioritized based on ADA accessibility, access for underserved populations, proximity to community services, and safety concerns. Average daily boardings determine the level of amenities at bus stops. UTA maintains a Bus Stop Plan which describes this prioritization as well as design guidelines. Bus stop improvements are chosen either from the plan directly or as part of other construction projects led by UDOT or individual cities.*

UTA's Capital Program will support improvements, including operator restrooms, end-of-line bus hubs, and bus stop facilities, funded at approximately $17 million over the next five years. There are currently 55 bus stops scheduled to be upgraded, with more on the way.



Major Theme:

SAFETY – TRANSIT POLICE, SAFETY ONBOARD

UTA Consideration: *UTA's Transit Police staff the transit system regularly, including trains and UTA properties. More information can be found here.*

UTA has a Safety Team dedicated to ensuring our transit system operates safely, complies with regulations, and proactively addresses safety concerns. More information can be found here.

In addition to the Safety team and UTA Police, UTA is advancing a pilot program to provide additional staff on TRAX trains to improve perceptions of safety and resources available to riders onboard.

COMMUNITY ENGAGEMENT



Major Theme:

SERVICE EXPANSION – FREQUENCY, CONNECTIONS / TRANSFERS, TRAVEL TIME, SPAN OF SERVICE, ADDITIONAL MODES / ROUTES

UTA Consideration: *The goals of the Five-Year Service Plan are to focus service within available resources, increase ridership, increase reliability, and engage the community.*

In terms of the service, this is accomplished by a combination of new services and improvements to current services, with an emphasis on underserved communities. Given that UTA must work within budget and staffing constraints, improvements in the current Five-Year Service Plan are designed to provide the greatest degree of improvement for the largest number of people. In addition, UTA's riding public and surrounding communities have requested several changes outside the scope of the current Five-Year Service Plan. Although we aren't able to do everything all at once, UTA views many of these changes as beneficial and will include as many of these requests as is feasible in future plans.



Major Theme:

ZERO FARE-FREE, LOWER COST OPTIONS, BENEFITS

UTA Consideration: *A statewide Zero Fare pilot is currently under discussion at the Utah Legislature: 2023 Utah Legislative Session HB164.*

UTA currently has reduced fare options for eligible individuals and organizations. We know these options are critical for communities. More information on reduced fares can be found here. Information for organizations serving low-income clients can be found here.

Many employers, cities, and educational institutions subsidize passes for their communities. Check out UTA Pass Programs.



Major Theme:

ADDRESS PARATRANSIT CHANGES

UTA Consideration: *The current Five-Year Service Plan includes proposed changes to fixed route service that impact the Paratransit service area, including in Southern Utah County, Eagle Mountain and Saratoga Springs, West Salt Lake County, and minor changes in Ogden and Weber County. These changes have been discussed with the UTA Board of Trustees and will be included in the final release of the plan following Board approval.*

Learn more about UTA's Paratransit service here:

https://www.rideuta.com/Rider-Info/Accessibility/Accessible-UTA/Paratransit-Services



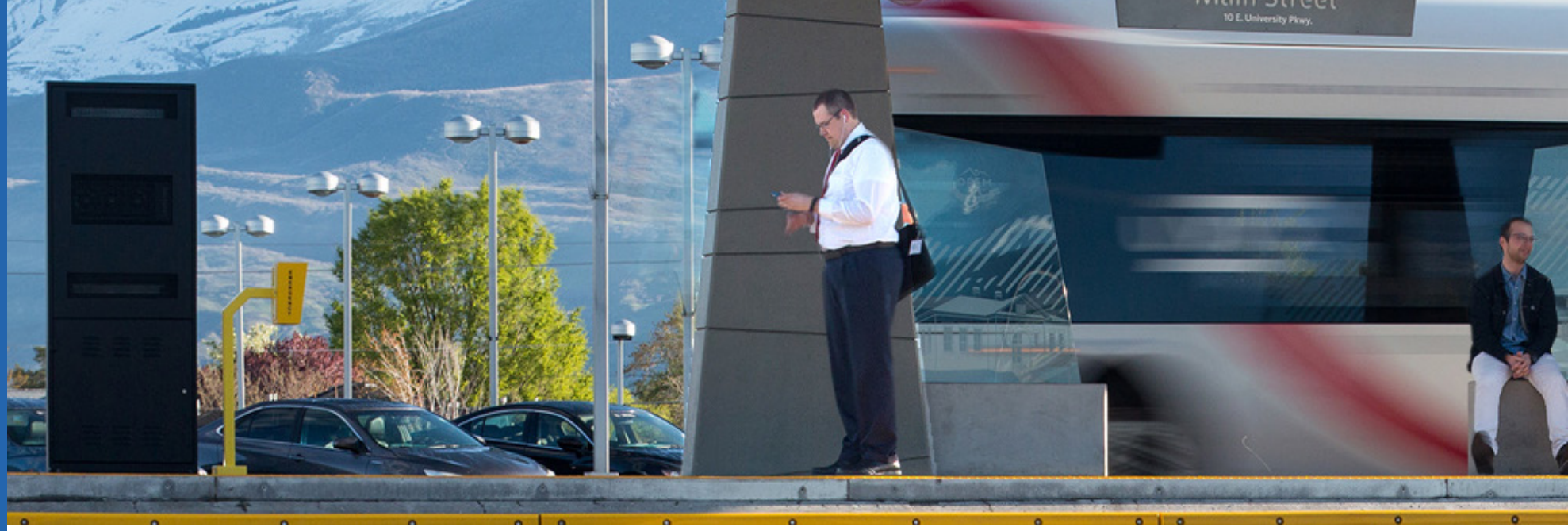
Major Theme:

EAST-WEST CONNECTIONS

UTA Consideration: *UTA understands the need for additional east-to-west connectivity throughout the service area. Therefore, the current Five Year Service Plan includes proposed improvements to routes 39, 45, 54, 62, and new route 31, all of which will improve east-west service within Salt Lake.*



ENGAGEMENT SUMMARY



ENGAGEMENT SUMMARY OVERVIEW

UTA reached out to the communities we serve to understand their priorities for public transit. We used a variety of tools and approaches to engage local governments, transit riders, community leaders, and the general public. These tools give residents and communities opportunities to shape service changes and regional improvements.

This section provides an overview of the FYSP community engagement efforts. Details of each effort are included on the following pages.

COMMUNICATION APPROACHES:

A variety of communication approaches were utilized to try to get the broadest possible reach.

These included the following:

- 2023-2027 Five-Year Service Plan website: www.rideuta.com/FYSP
- Social Media Posts
- Press Release and Media Kit
- Email blasts to a FYSP-specific listserv with over 400 individuals including UTA's Community Advisory Committee and Committee on Accessible Transit, city, county, and local government stakeholders/ partners, community groups, and subscribers who opted in on the website. Two email blasts went out on:
  - **October 17, 2022**: survey, an overview of Five-Year Service Plan efforts
  - **December 19, 2022**: Five-Year Service Plan Comment Period

TRANSIT NEEDS SURVEY

COMMUNITY/CITY NOTIFICATIONS & COMMUNICATIONS

SUBSCRIBERS COMMUNICATIONS

ENGAGED MEDIA OUTLETS

SOCIAL MEDIA & WEBSITE

COMMUNITY MEETINGS



ENGAGEMENT ACTIVITIES

UTA Board of Trustees "Road Show"

Meetings with County Councils of Government ("COG")

- ***MPO Regional Planning Committee for MAG / Utah County***: *November 3, 2022*
- ***Weber County COG***: *November 7, 2022*
- ***Salt Lake County COG***: *November 17, 2022*
- ***Salt Lake City Council***: *January 10, 2023*
- ***South Jordan City Council***: *January 17, 2023*
- ***Davis County COG***: *January 18, 2023*
- ***Tooele COG***: *February 16, 2023*

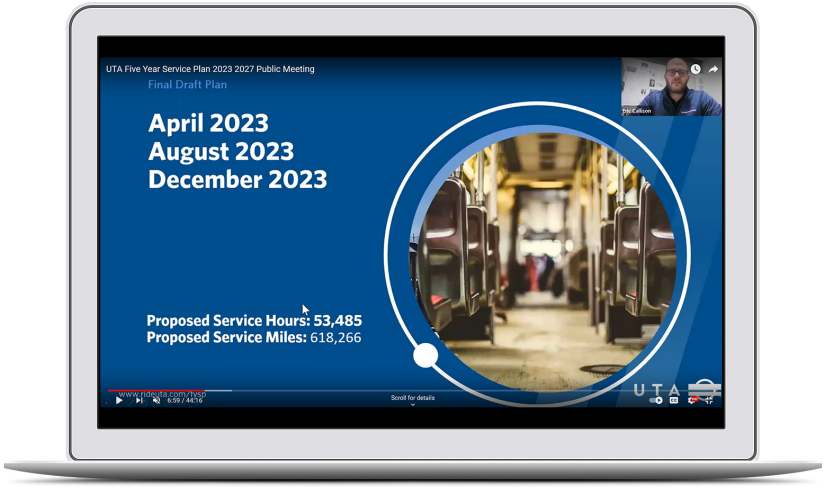
Community Meetings

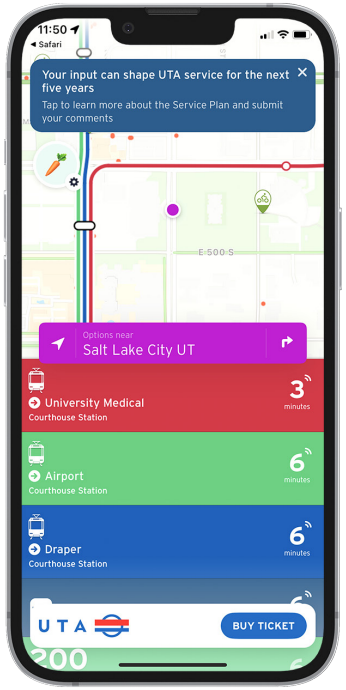
Meetings with community partners and groups occurred by request following published information about the FYSP.

- ***Meeting with Salt Lake Community Network***: *November 17, 2022*
- ***Meeting with Rose Park Community Council***: *January 4, 2023*
- ***Collaboration with NeighborWorks***: *January 9, 2023*
- ***Meeting with Ability First Utah County***: *January 18, 2023*
- ***Meeting with Fair Park Community Council***: *January 25, 2023*
- ***Meeting with Sugar House Community Council***: *February 1, 2023*



ENGAGEMENT SUMMARY





Virtual Public Meeting

A virtual public meeting was held on December 14, 2022. This meeting was recorded and posted to UTA's YouTube Channel at the following link: www.youtube.com/watch?v=fJJI42kRPIc. As of the data of this report, there have been over 200 viewings, with eight likes, and three comments.

FYSP Website, Apps, & Social Media

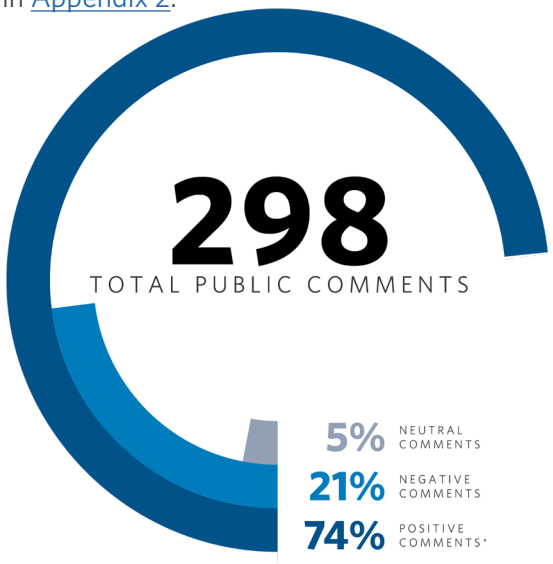
The official website for the current Five-Year Service Plan for 2023-2027 is available here.

Posts and announcements about the FYSP were made on UTA social media and the Transit app. Complete graphics and other collateral developed for the FYSP are available in Appendix 1. For information on analytics, please see Appendix 4.

PUBLIC COMMENT PERIOD

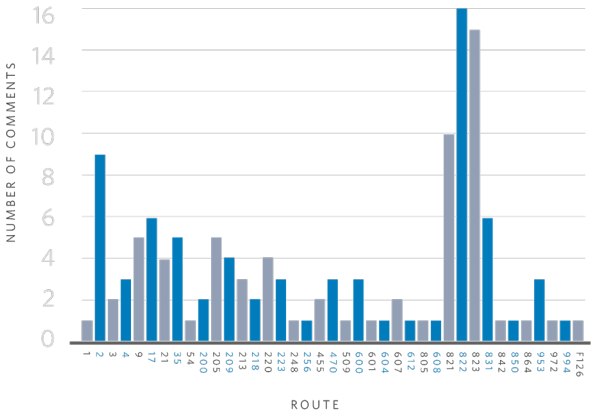
During the public comment period (December 7, 2022 – January 23, 2023), people were invited to share feedback with UTA on the updated draft Five-Year Service Plan via one of the methods listed on this page. The comment period was noticed in newspapers, online, and via email to partners and stakeholders.

Comments* were accepted via multiple means, including online, email, phone, and mail. No comments were received via phone or mail. Full original comments are located in Appendix 2.



* *Comments that expressed a want/need for transit were categorized as positive.*

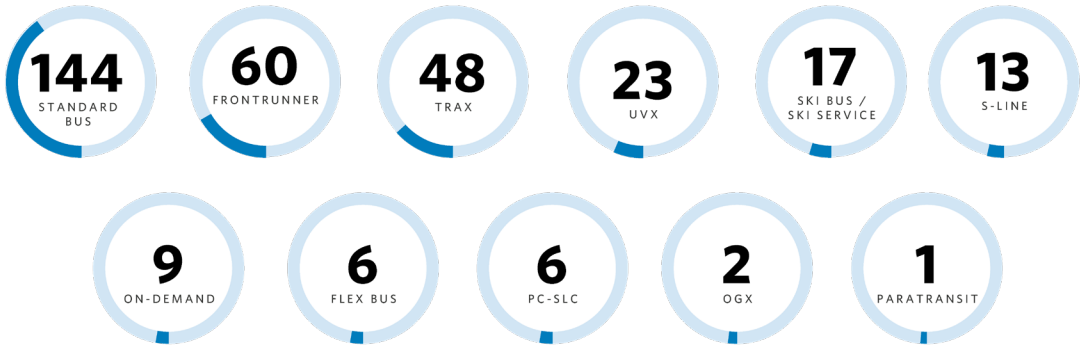
Route-Specific Comments



ROUTE 2:
The proposed changes to the 2 sound excellent! Increased service frequency, like on the 4 and 205, in general sounds wonderful, as does the return of more frequent Trax service on Saturdays.

ROUTE 822:
It would be unfortunate if Route 822 is discontinued. This route services many patrons to and from BYU, UVX stations, and UVU. Many students coming from south Utah county utilize this wonderful service and it will be sad to leave them with no direct route to school. Please reconsider discontinuing it. Thank you for all you do.

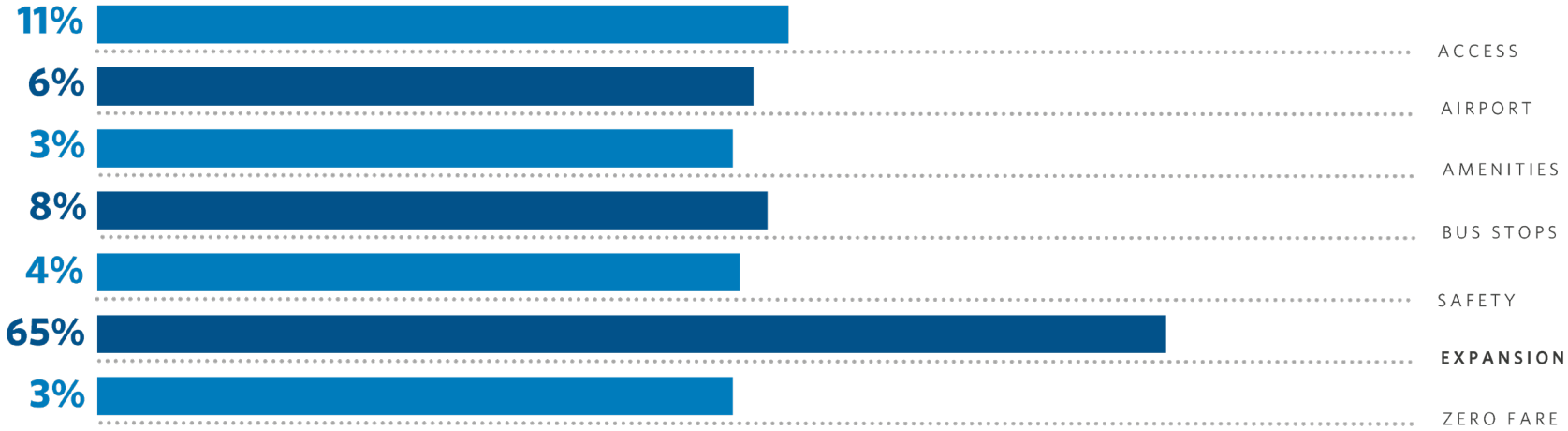
Comments About Modes



PUBLIC COMMENT PERIOD

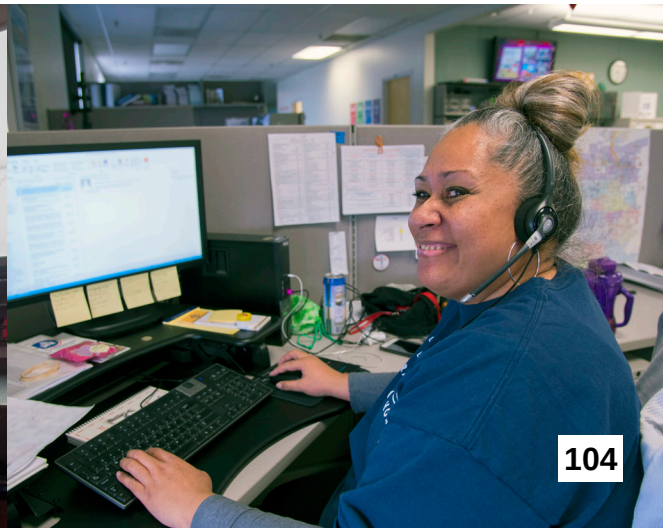
Comments About Themes

> "Has there been any consideration in expanding the 4100 South bus all the way to 8400 West? With all the new development happening in that area it may be advantageous to have a route there."









TRANSIT NEEDS SURVEY

Transit Needs Survey

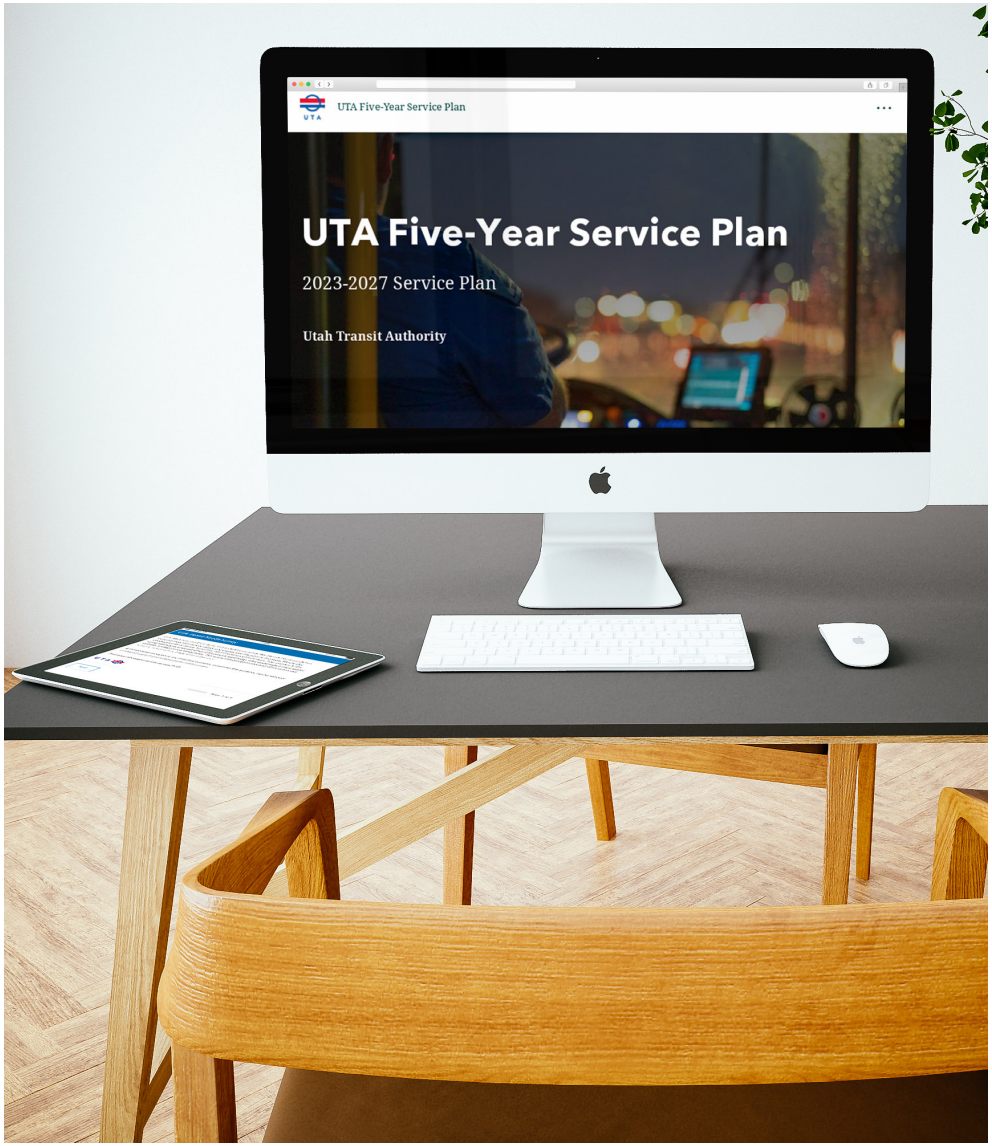
Information shared with UTA via the survey has been considered as part of the update to the draft Five-Year Service Plan.

Additionally, the survey was used to guide the development of UTA's Long-Range Transit Plan, which looks out longer-term.

We encouraged participants to share their ideas and participate in that planning process.

More detail on the Transit Needs Survey responses is located in Appendix 3.

The Transit Needs Survey is available here: https://arcg.is/KHu490



TRANSIT NEEDS SURVEY RESULTS - HIGHLIGHTS



TRANSIT NEEDS SURVEY RESULTS - HIGHLIGHTS



UTA

2023 - 2027 • FIVE-YEAR SERVICE PLAN



APPENDIX

1. GRAPHICS & COLLATERAL
2. ORIGINAL COMMENTS
3. TRANSIT NEEDS SURVEY SUMMARY
4. ANALYTICS & SOCIAL MEDIA TAG PERFORMANCE

CHAPTER
1
2
3
A

APPENDIX 1. GRAPHICS & COLLATERAL

APPENDIX

PLANNING FOR THE FUTURE

To give people an idea of what potential regional changes are part of the Five-Year Service Plan, three one-pagers were developed and posted online for the following geographic regions in the UTA service area:

- Salt Lake & Tooele Counties
- Box Elder, Weber & Davis Counties
- Utah County



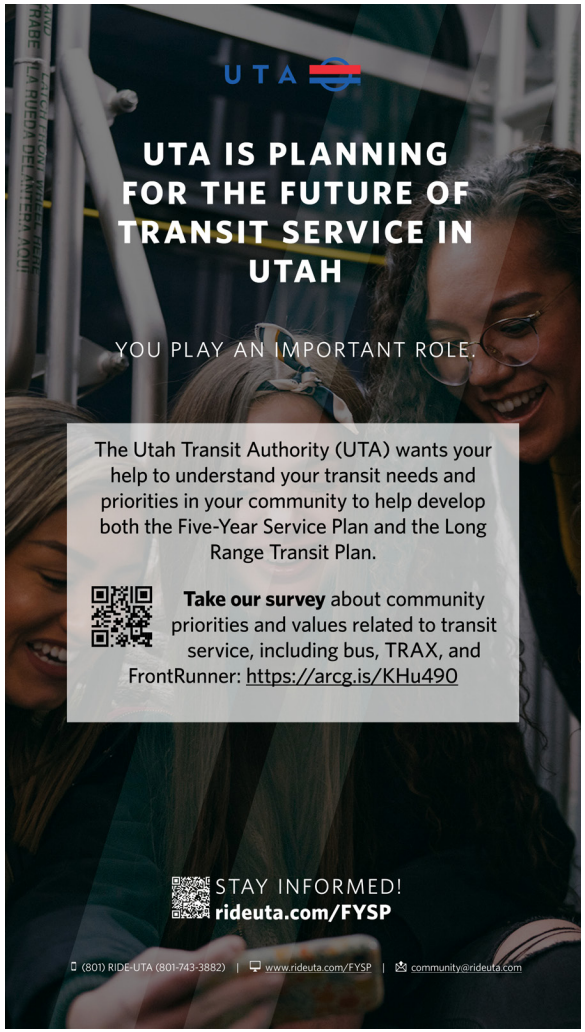
APPENDIX


UTA
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YOU CAN PLAY AN IMPORTANT ROLE IN FORMULATING UTA'S FIVE-YEAR SERVICE PLAN.
The Utah Transit Authority (UTA) is kicking off its Five-Year Service Plan effort. Our region is growing rapidly. Where and how we grow has impacts on the entire transportation network. This vision for the path ahead works to address these impacts through improvements to the transit system.
The Five-Year Service Plan reflects UTA's intended service based on the best information available.
STAY INFORMED!
rideuta.com/FYSP
To learn more about the Draft Plan and to get involved, visit rideuta.com/FYSP
(801) RIDE-UTA (801-743-3882) | www.rideuta.com/FYSP | community@rideuta.com


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Complete la encuesta sobre valores y prioridades para transito en su comunidad, incluyendo autobús, TRAX, y FrontRunner. https://arcg.is/KHu490
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APPENDIX 2. ORIGINAL COMMENTS

	COMMENT OR QUESTION:
1	*Can we get this 809 route to eagle mountain running by April 2022? That would be a huge help to eagle mountain and Saratoga springs. Thanks.*
2	*All Utah Transit services should operate every day including holidays - Christmas , Thanksgiving and New Years. As a Major big city most Transit nationwide do this. UTA should be no exceptions. Every day year round level service. Thanks You.*
3	*For the North Weber On-Demand zone have the ability to go to Ogden Station. For 470 use Clark Lane and University Ave to access Farmington Station. For 455 use Clark Lane and 1100 West to access Farmington Station. Make Lagoon Shuttle a simpler loop with Farmington Station to Park Lane to Main Street to Lagoon Drive to Park Lane to Farmington Station. When Lagoon is in service interline with route 600 to improve frequency. I like the new route 607. I appreciate the simpler frequency on route 600, which will make transfers much easier. There is a 601 at Ogden Station but I can't figure out where it goes. If 612 was split, it would be helpful to have it go to Ogden Station at least until the BDO FrontRunner station is built.*
4	*The proposed changes to the 2 sound excellent! Increased service frequency, like on the 4 and 205, in general sounds wonderful, as does the return of more frequent Trax service on Saturdays. Please consider improving Sunday schedules to be on par with Saturdays. The current schedule means that I have to organize my life around Saturday being the only part of the weekend when I can get out of the house. The current Sunday timetable simply aren't usable. I understand that maybe staffing issues affect this decision, but if Sunday service is so bad because of low ridership, please consider that right now people like me are simply avoiding trips or choosing other modalities: ridership may be low because the current schedule suppresses demand. I really appreciate all that UTA does: I don't drive, so you're my main source of transportation. Just wish you were there on weekends too!*
5	*Currently the 220 route is the only nonstop route between downtown SLC and Sugar House. Rerouting this route to the U of U would mean that rides between the two biggest commercial districts of SLC would now require a transfer. And the service to the U of U via these areas is already provided by the 213 or 21 routes; moving the 220 terminus would just be a duplication of service. The other changes look good, but I think this change is a bad idea.*
6	*I love the proposed plan for the Bus line leading Eagle Mountain to Provo. There is a ridiculous amount of congestion on the main roads leading there and frequent bus service(and possibly Trax service in the future) could help connect Eagle Mountain to the rest of the state.*
7	*I just had a question and a couple of comments. First, is there a place where High Valley Transit has their plans for what they plan to do with the PC/SLC Connect? Or will that be on the upcoming Park City Short Range Transit Plan? Second, is there a reason why there isn't more East-West Connectivity in the South Valley? Because it seems like there is demand for travel between Daybreak, South Jordan Town Center, and Sandy, so like the 104000/106000 South corridor area. Finally, it feels like the increasing microtransit zones are a decrease in the level of service over existing service levels. It just feels more expensive for less service. Thanks for all you do!*
8	*I like the extensions of the 248 especially to the Daybreak area, and the F126 route to Draper. Would like to see it implemented quicker than five+ years.*
9	*Extending UVX to the Provo Airport can't come soon enough! That will be a huge boom for convenience and increased ease of use, combined with the Flex route from Daybreak to Draper.*
10	*https://drive.google.com/file/d/1o7X8MIDNaTPA4v0wlscYomqLrjUDX8xZ/view I like this plan for the longer vision of UTA and how it helps TRAX and UTA provide a TOD. (link goes to Rio Grande Proposal)*
11	*Please include #3 line bus, for VA hospital*

	COMMENT OR QUESTION:
12	*Hello, I'm the Traffic Engineer for South Jordan City. UTA has provided microtransit in the SW quadrant of the valley for a couple of years, which has been very helpful. However, the system is frequently overburdened and people are not able to get rides during the PM peak. I have taken 100's of rides on the microtransit and I experience this problem on a daily basis. It seems that most riders on microtransit are trying to get east and west (from Daybreak towards I-15 or frontrunner). Has UTA considered an east-west bus service through south jordan to relieve the the microtransit?*
13	*So I see you're basically ignoring all of your most badly needed routes in their entire including entire counties that effectively have limited or no service whatsoever under your current model. Why am I on the hook for this blatant mismanagement of your resources as a taxpayer again? It's not like I even get the option of *using* UTA services in Tooele county currently.*
14	*901/902: Transfer operations of PC/SLC Connect to High Valley Transit.* *Will there be more buses a day? What will UTA and HVT do to ensure smooth connections between systems? Will fares be transferable?* *TRAX/S-Line: Service on Sat increased to every 15-min.* *Why not on Sundays as well? 15 min should be a bare minimum, with even greater frequency on weekdays.* *220: Route shortened to end at U of U Union. Service on 200 South replaced by routes 2A and 2B.* *What is the reason for splitting 220 up? For this proposal to work, frequencies would have to be improved drastically, so transfer times are as quick as possible.* *UVX: Extended to Provo Airport. 30-min service weekdays, 60-min service Sat.* *Why not also on Sundays? I have flown into PVU on a Sunday, and the lack of a bus that day is problematic.* *Regionwide Frequency Improvements* *Route 17 should absolutely be restored to pre-pandemic frequencies. As it currently exists at one bus an hour, weekdays only, 17 is almost useless to me.*
15	*It would be great to see improvements to the connection between the 604 and FrontRunner at Roy station. With hourly service and transfers times of 15 minutes or more, the 604 no longer provides an effective connection between the station and the rest of Roy.*
16	*Awesome to hear that UVX will be serving the Provo Airport, this will be much more convenient. Hope the service hours are still broad to accommodate early and late flight access. Also connecting the Daybreak Pkwy TRAX station with a route to FrontRunner will be extremely helpful for traveling south. Can't come soon enough!*
17	*Please, please PLEASE add Trax going East to West. That the majority of the awful traffic in the valley and if commuters used it could reduce the bad air in the valley drastically*
18	*I'm delighted to see the frequency updates. Exciting news about summit transit operating the PC-SLC bus.* *I noticed that UTA on demand is being planned like a completely separate mode. To what extent could this service be used to expand service area in locations with too sparse ridership? Wouldn't that free up additional resources for ridership-building core route expansion?* *Riders need to be offered an experience they are familiar with. They are currently using ridesharing. Consider building out this infrastructure. That could look like greater funding to build out service hubs that connect on demand to fixed/core routes. This would have an added benefit of new amenities at stations.* *Similarly, it seems like BRT routes have generated fantastic ridership and are an easy thing for grants to fund. The success of no fare transit on UVX can be emulated hopefully elsewhere.* *Thanks for promoting the freedom of movement!*
19	*I think this is a good plan, especially if we are able to make public transit free. I commute from Ogden to downtown salt lake (research park by the U) and have to take the train to a bus, which together means my route is only once an hour and is 1 hr 45 minutes one way. There's a few direct route busses that would take 1hr 55 - 2 hrs 35 one way but come more frequently. So if work runs late and I miss my bus it makes just as much sense to wait for the next one then to take a direct route.* *Adding a trax line that goes from north temple to university and foothill would be a great improvement, as I see many students and coworkers on my commute.* *Good luck with your 5 year plan!*

	COMMENT OR QUESTION:
20	*Would love to see 3 changes to frontrunner:* *1. Running on Sunday (even if more irregularly), with so many people returning home from flights on this day I'd imagine this is a major deterrent from them taking the train to the airport, I know it has been for us.* *2. Double tracking Frontrunner through main corridor to improve consistency and frequency during peak times.* *3. Extending Frontrunner to Santaquin/Nephi.* *I know a lot of these things have been discussed and even announced...but it would be great to see them actually done.* *Other piece of feedback would be around transit options around point of the mountain for commuters. I'm excited to see the on-demand program going there, but I would love to see some routes go in to service those office parks as well. I know this is a deterrent for a lot of workers.*
21	*Make it easier to buy tickets, especially being 100% disabled like myself it is very challenging. Also I need to travel with my family, and my kids needs to ride UTA, make it easier for me to travel with my whole family. Also some of the kids and teenagers need to remember this is NOT a school bus, I have experienced the most horrible language from them.*
22	*What about the people at Lakeview and the student housing at UVU near Orem Central who rely on the 831 bus to get around?*
23	*You are a drain on taxpayer money and should not exist. Quit wasting our money and go under.*
24	*"The First & Last Mile" are so problematic and oftentimes difficult to overcome. In my case, walking eight blocks after work in the cold and dark is a serious obstacle and forces me into my car. I am an older woman and I just can't manage it although I would love to have someone else do the driving.*
25	*1. I'm glad the ski bus is being continued! That's really important to our canyon communities.* *2. Is the route 54 in Kearns disappearing altogether? I don't see it mapped. 5400 S is slated for mixed-use redevelopment, and is being improved by UDOT. A bus is a must here.* *3. SO excited about the 256 route! That's huge for that area. Make sure Magna has a route that connects into it.* *4. Glad to see more bus routes with 15min service. Because our stops are so uncomfortable, it's hard for riders to justify waiting 30min+ for a bus. We will be excited to work with UTA in the near-future to improve some of the key bus stops in our communities.*
26	*I am a Long Range Planner at the MSD. I plan for the community of Magna. it is disappointing to see so little mention of the community within your plans! Magna is experiencing a great deal of industrial and residential development just south of the 201 Corridor. This corridor provides an opportunity to link Tooele and SLC Counties while providing service to west-side communities that need it and promoting land use and development patterns along the corridor that will facilitate future service. The Inland Port could bring an island of Euclidian zoning that will forever isolate Magna as a residential pocket.* *Between 3500 S. and 4100 S., PUDs are being constructed along either side of the 8400 W corridor that will add 1,400 new units along with the new public high school construction. Densities in these PUDs average out around 14 units per acre... This is a big step for density-phobic communities! Please reward their bravery with increased levels of service!* *Thanks for all you do!*
27	*I am really disappointed that UTA is still not connecting West Provo (near the High School) with a direct east-west shot to downtown Provo, i.e., along a route: high school, south on --> Lakeshore Drive --> east on 620 N --> under freeway --> 800 N into town --> and south on 200 W (kinda where Smith's is).* *Also: in my mind it makes no sense that the bus from the Provo airport to the hub at the Provo FrontRunner station arches south on Lakeview Parkway, where there are only cows and sheep pastures, zero people. Please run the buses where there are neighborhoods with people! Please take advantage of the new bridge on Lakeview Parkway: now you could get that airport bus to go from the airport 'north' (instead of south through miles of pastures ...) across Center street, over the new bridge, east on 620N, from there straight east into town, under I-15, then on 800 N (as per my suggestion above), then S on 200 W to the Provo FrontRunner. Put bus stops in the neighborhood for us to use!*

	COMMENT OR QUESTION:
28	*Thank you for the service you provide. Regarding the elimination of the 822 route, I hope you will please reconsider that. The 822 is absolutely full both morning and night. Perhaps earlier routes don't have the ridership, but the bus arriving at BYU at 7:35am and the bus leaving at 5:15pm are very very full. The demand is in place for them, it is a good population of riders who are courteous and respectful, and I implore you to please not eliminate this route. The proposed 823 route will require transfers in the Provo Station and add significant time and distance. PLEASE reconsider.*
29	*Despite route 822 being covered by other routes (821, 831, UVX), I do not think it is a good idea to discontinue it. Every time the route has had a cancellation, it has resulted in overcrowding of the other routes. If this were done more permanently, those routes would either be overrun with commuters, or riders would likely start finding other modes of transportation. I am not in favor of cancelling that route, and I suspect doing so would cause more problems than it would solve.*
30	*Route 822* *I live in North Springville and regularly use route 822 to commute to my job at BYU. This commuter bus line is popular because it takes the same amount of time to ride the bus as it does to drive. It takes 11 minutes to drive to work, and 15 to take the bus. This bus line isn't designed to connect to the Provo Central Station, since it's riders aren't commuting up to North Utah County or Salt Lake County. The proposed plan will increase the morning bus ride from 15 minutes to 50 minutes. I don't know how much time will be added for those commuting up from Salem, Payson, or South Spanish Fork, but for those living in Springville or North Spanish Fork, this proposal effectively ends any intention of using the bus.* *Taking the bus is a choice that has been made as I weigh the pros and cons of driving, flexibility and additional-time spent. This plan significantly alters the balance, and will terminate bus commuting for BYU and UVU employees living in South Utah County.*
31	*Route 823* *Thank you for the plan to add bus service on 400 South. Access to Rec Center is much-needed so that children can enjoy this facility without relying on parents for transportation.*
32	*I am deeply concerned to see that the new five-year plan includes the intention to discontinue route 822. I have been riding this route for 15+ years between Salem and BYU. The main benefit of this route is that I am able to get on in Salem and not have to do anything until I get to BYU. If I needed to transfer in Springville to the new 823 route, it would cease to be worth it for me to use mass transit. The increased travel time to make the transfer and the stress of making connections on time would overcome the disadvantages of driving.* *It seems to me that the 822 is highly utilized, particularly at rush hour times. I know there is a significant group of us who take the 822 from Payson and Salem to BYU and back every day. We are dedicated riders because the route works.* *Please don't make this change. I have loved taking the 822 for all these years and hope to continue. I would hate to start driving every day, but that is what I'll do if this change happens.* *Best,* *Mark Beecher*
33	*I live in Spanish Fork and have ridden both 821 and 822. I work at BYU so riding 822 has been the most convenient going to and coming from BYU. I know there are MANY people who ride 822, which is a bigger, express bus than 821. Taking out 822 and changing the routes (even with the new 823 route) so that there isn't a bus going to BYU from the south of Provo is detrimental for those who try to go to work at BYU AND UVU.* *I can see how you would expect people to transfer to UVX or 831 after arriving at the Provo Station; however, with the number of people who ride the bus and the already low frequency of 822, I do not believe that it would impact the budget of the UTA greatly.* *Instead of removing 822, you should keep 822 as is or change the route very slightly but still goes to BYU and UVU. You can maybe adjust 821 to fit your vision better.* *Please take a look at how 822 is currently used and continue to provide the 822 services.*

	COMMENT OR QUESTION:
34	*Although I like the changes to 821 and the additional 823, I'm disappointed about losing the 822. There are many people, including myself, who use it to commute to BYU. I live in Springville near main street and 1150 N, and it takes me 30 minutes door to door to get to/from work when the bus is on time. When I can't take the 822 and have to take UVX and transfer to the 821, it takes more like 50. I'm worried that losing the 822 and having to take UVX or 831 and transfer to the 823, it will greatly increase my daily commute time. If it takes 20 additional minutes in both directions, that's almost an hour extra time commuting. That in part depends on long we have to wait to transfer. So my first preferred option would be to keep the 822, or have the 823 go farther north, like to 700 N. If the routes move forward as given in the plan, then I would appreciate if the schedules aligned (going in both directions) so that transfers were very quick.*
35	*I take the 822 bus route for work. I ride from Salem to BYU South Campus.* *At my previous address, I didn't want public transportation because two transfers plus wait time between rides was too long and not worth it.* *With the Salem to BYU route, it takes longer than driving, but I don't have to buy gas or wear out my car as fast. Plus, I have a backup route, using the 821 to Provo Central Station and transfer to UVX. (One transfer)* *Now you want to discourage riders by only having one option (at least it will run throughout the day at 1/2-hour intervals) that requires 2 transfers. At this point, the bus picks me up at 6:55 and drops me off at about 7:35. 40 minutes. If I have to spend much more than an hour each way, it won't be worth it, and you will see ridership dropping. Please reconsider this plan, as it is not fit the Guiding Framework as it does not Reduce Travel Times and increase access to South Utah County.*
36	*With the growth occurring in south Utah County and the current high number of BYU / UVU employees/students depending on route 822 to get them to and from these areas, I believe it would be a mistake to cancel route 822. Although route 821 / 823 covers approximately the area in your new plan, no route continues all the wall to BYU or UVU. With the current proposed plan, all BYU / UVU employees and students coming from south Utah County will need to transfer buses at the Provo Station. I believe you will loose riders over this, including myself. Thanks!*
37	*I work for USPS, our facility is located at 1275 S 4800 W, we are in a business area with Biomeieux, Fedex, England Logistics etc. The closest bus stop is .8 miles away on the other side of California Ave, and there is no safe way to cross California Avenue. We would love to have our area reviewed for a possible bus stop. Our facility has about 800 employees, every hiring event we go to I am asked about public transit.*
38	*As you consider expanded hours on some routes, you might consider that some very late-night options might not be necessary. Example: Bus 21, which runs until midnight. I work at the U, and I simply do not see people on those buses after 10 p.m.* *Thank you for all your planning efforts!*
39	*We need east/west bus service on 4500 South east of 1300 East as it was some years ago. Thanks.*
40	*Due to the DMV closing their facility at 2880 S 320 E and it's relocation to 4315 S 2700 W, there is a large need for "direct" bus services from the East bench, all the way to 2700 West down the 3900 S corridor.* *The facility opens at 8:00am every day except holidays, and employees need transportation services to arrive before that time, preferably arriving at 7:30am, then services back home again, having the bus pick up passengers at 4:40pm and 5:15pm respectively, going directly East and West on 3900 S, which turns into W. Meadowbrook Expy. And 4100 S.* *Ideally, you would have an express service with stops from:* *East S.Birch, 2700 E, 2000 E, 1500E, 1100 E, 785 E, 500 E, and the Trax Station, then onto 2700 W* *This will become a huge need for the general public as well because of multiple government offices/services combined within this structure.* *As bus services stand now, it is virtually impossible to take the bus and arrive on time, or take a bus back home in a timely manner.*
41	*My two suggestions:* *- Make sure Front Runner runs at least every 30min during peak hours.* *- Rearrange seating on TRAX to be along sides of car (like NYC subway) rather than rows facing each other. Having seating along the edges prevents people from taking up multiple seats and opens up space in the center for people to stand.*

	COMMENT OR QUESTION:
42	*Only one bus (509) to link the west to the rest of the city. Why not some additional frontrunner stops (one near 900 S for example). Also maybe a lot more buses West/East and new train tracks N/S on the west side. Something parallel to the Jordan River (linking green line to green line without having to go through downtown..). Or maybe a new train parallel to the 9 line bike path (like the S-line and its own bike path).* *Right now the train network looks like a train map conceived for commuters (in/out of SLC) with no thought given to people who live in SLC and would love to be able to go around by train or tram.*
43	*As a Santaquin resident without personal vehicular transport there isn't much to say. If I were to beg for more it would be for round trips from Santaquin to at least Provo two or three times during daytime but I can understand why the service is limited to 805 Northbound in the morning and 805 Southbound in the evening.*
44	*I would like to see some ideas on how to better facilitate transfers (specifically between central point lines and the S-line, and more importantly between trax/bus lines and the front runner). I have often seen that to catch the font runner a trax train needs to be taken fairly early to Murray central and I am waiting around for a bit. I have also seen people miss transfers by seconds from the trax to the front runner.* *I would also like to see Sunday service on front runner. I use it to commute with my wife to Utah county on weekends to see family down there and we are left riding our bikes all the way back up to SLC (on holidays) or Draper to catch the blue line to down town on Sunday.* *I really love the focus you are putting on increased frequency, I feel like the infrastructure is there for SLC to have great public transit but the frequency specifically needs work! I don't know if there is a plan to get to <5 min wait times for light rails like New York or Chicago?*
45	*I would like to see some bus only lanes on higher traffic routes in SLC similar to Provo UTX. I would think that the 200 bus on state would work well for a bus rapid transit project? I often ride the 21, 200, trax (red/blue), S-line, and front runner and the 200 seems to be the most used of these.*
46	*I am excited about the new 5 year plan. Especially better connections between the east and west side, as well as changes to make a "greener" fleet. I do feel that some of the changes, especially the "fewer routes, more frequent stops" make transit difficult, and dissuades new riders from trying public transit.* *Having multiple stops and transfers, while technically faster on paper, are way less convenient, and not worth what it may save in time. Multiple stops means multiple opportunities for mishaps, and multiple times having to stand outside in inclement weather, often without benches or cover. Having one late bus can mess up the whole scheme. And while you may not have to wait as long for bus, it's a bigger pain point since routes aren't as close to your destination.* *The changes through the avenues, for example, have meant I often choose to use a car for trips I used to take by bus. I hope we get more routes in the future so that travel is more convenient and comfortable.*
47	*We need 842 service sooner than later. The Vineyard FrontRunner station is not accessible at the moment.*
48	*Hi! I take trax frequently with my two kids. We live right by the 500 east sline station. My comment is, could the sline arrive 2 or 3 minutes sooner to the central station? The sline pulls up at the same time or slightly before the blue line. If I'm on my own I could run and catch it which my husband does on his way to work, but with a toddler and 7 month old that is impossible. When we miss the blue line by 30 seconds we have to wait 10 minutes for the green line if we are just headed downtown but if we want to go to the planetarium we have to wait 15 minutes. I'm know there are lots of moving parts but I would love you all to look into this, thanks!*
49	*Do you have any plans to review safety and convenience of bus stop locations? E.g. I live on Parkway Ave near 1300 E, I could take the 213 to work but when it comes back it drops me off on the opposite side of a wide road with freeway ramp traffic. That's just one of several things that add up to deter me from using public transit (frequency + confusion since the routes changed last year + the university area having a confusing mass of stops I can't locate easily are the main others, whereas my nausea is out of y'all's hands). Bus stops need to be near safe crosswalks or have another way of ensuring someone can get both *to* and *from* the stop safely. It doesn't make sense to have a pair of stops on opposite sides of a multi-lane road without a way to cross.*

	COMMENT OR QUESTION:
50	*Good Morning!* *My name is Kelly Deleon Patterson and I work for the Sephora Distribution Center that is located at 6075 W 300 S in Salt Lake City. We have been struggling with hiring and employee attendance since opening due to lack of public transportation options. We would love to see a bus line added to 5600 W between west valley and I-80. Some of our associates have to walk over an hour in the heat and snow from the closest bus stop.* *Our warehouse offers a disability inclusion program and 90% of our applicants rely on public/flex transit to get around, which results in loss of interest and missed opportunities.* *We have been in communication with some of our neighbors (fed-ex, olive & coco, costco, RC Willey) and they are also hoping for more transportation options in the near future.* *Thank you for your continued efforts to expand affordable transportation!*
51	*bring 500 east 205 every 15 minutes asap, 223 needs to be at least every 30 minutes asap, the route 3 you discontinued was a very popular route you hurt alot of people to va when you canceled it, route 4 every 15 minutes asap, and dont complain about driver shortage, your poorly run company is to blame, you collect a lot of tax dollars, i am a 7 day a week rider since, 1978, and have never garaged a car in salt lake city, there was no thought when they took all the buses off of 700 east, i purchased my home on 700 east 37 years ago, because it had 4 buses, a night ride,*
52	*As a University Health employee who lives in Sandy, I would happily take UTA every day if it didn't extend my commute from 45 min to 1.5 hours. Trying to get to the U hospital from Sandy is awful on public transit. With the hospital just growing and building more and more, there are going to be so many more people commuting to the hospital, where traffic conditions are already a nightmare (making buses much less desirable). It would be really wonderful to see additional train/rail options up to the hospital, or at least more options to connect to the red line if building another rail to the hospital/U campus isn't realistic.*
53	*I would like to see the routes extended all the way east on Hwy 193 and Antelope through Layton to Hwy 89. These main thoroughfares are not served at all in East Layton. Once the Hwy 89 construction is complete, bus service to Park and Ride locations along Hwy 89 would facilitate ride sharing and serve many neighborhoods in East Layton and the benches, as well at Hill AFB, allowing the huge numbers of military and civilians at Hill AFB access to public transportation to work. Students in the communities would then have public transit options to Weber State and the Front Runner Stations as well at to all the intern jobs at Freeport Center and Hill AFB.*
54	*Is there a plan to expand the UTA TRAX or FrontRunner trains into Saratoga Springs and Eagle Mountain? We need a way to get downtown and to the airport without having to drive. These areas need to become more accessible and trains are a more eco-friendly solution than buses.*
55	*Hello! My workplace would greatly benefit from a bus line along 5600 W between West Valley City and 1-80. We are located at 6075 West 300 South. We have an accessibility hiring program in place and associates in that program would also greatly benefit from having a bus line along 5600 West. Many applicants won't come to work for us because we do not have accessible public transit, so we have yet to see this program truly flourish.* *Thank you for your time*
56	*Pay your drivers a living wage so they can re-institute needed ski bus service on Wasatch Blvd. One if the proposes of buses is to keep cars off the roads.*
57	*The new vineyard bus route going on Mill Road is a great idea and will be used more than going through the current neighborhoods. I would like to see UVX extended from Orem Central up to Vineyard Station. Many people would benefit from stopping at the entertainment complex with the Megaplex and Topgolf.*
58	*Vineyard station needs a bigger parking lot!*
59	*We need a better accessibility on the East bench to travel north to SLC Downtown and Foothills area.* *We need more free/low cost shuttles to get from hubs points (Park n ride, train station, major facilities).* *Improve the bus system to go up the canyons so that we can ride during summer and decrease the number of cars in the canyons.*
60	*Hello, please do not make changes to the 209, this is fabulous service for the Avenues and a few vocal people should not be allowed to misrepresent what this community needs and wants.*

	COMMENT OR QUESTION:
61	*With Spanish Fork near 50k population, extending the proposed 823 route south from Springville into SF to keep coverage in eastern SF could keep coverage with the high-growth areas of SF. This bus could then interface with the 821 route in the downtown SF area. This change allows to modify the 821 to get onto I-15 sooner getting farther south valley riders quicker access to Provo.*
62	*Please keep the 822. I use it every day along with many other riders I see regularly. I don't know the statistics of the three times a day it runs in the morning. I take the one that gets to BYU 15 to 20 minutes before 8. I have used all three southbound at different times but primarily the one just after 5. If even the one time lining up with the start and end of the work day could be kept that would serve a lot of people. To use the 821 and UVX requires an extra 30 minutes both ways and leaving 30 minutes earlier on top of that to be on time for work. This is a great convenience.*
63	*Pleasant View and the North Ogden area have grown a lot. Bring back service at Pleasant View Station and make it day-round like the new Vineyard station is.* *Also, you could extend service up to Brigham City!* *And you should develop a bus system like the Provo/Orem UTX for the salt lake area, from North temple to Salt Lake Central to Murray!*
64	*I live in Davis county and have been taking UTA buses 455 and 470 to U of U/Weber State campus and SLC downtown areas . It was very convenient.* *I am very excited about the new services! Thank you!*
65	*Hi! I love all of these improvements. So much good streamlining! There's a big accessibility issue I don't see addressed here, though. We need the Frontrunner running on Sundays. I know many Mormons won't use it but many will and since it first opened, more and more non-Mormons who don't care about riding a train on Sundays have moved to Utah. This would give people access to their close but too-distant-to-walk relatives and clean transportation to the airport. Please consider.* *Thanks,Colin*
66	*I have been riding FrontRunner and 218 bus line for 6 weeks, it is frustrating & I have already come to dislike using public transportation! The train ride is great and comfortable, as is the bus ride, but the bus-to-train time is awful!!! I feel you should have the North and Southbound trains arrive/depart closer together, and the busses arrive closer to the train stopping times, making the system more efficient. What is MOST frustrating is the 218 pick up times. It runs every hour, fine, but the pick up time is awful, make it 15 mins later, not everyone can leave work right on the bus schedule to catch it. Because if they miss it, the next pick up time is in 1+ hours, so inconvenient for people. What seems very inefficient is that when the 218 gets to the south jordan station, there is a 25 min wait for the northbound train. And in the winter, that is a very very long time to wait on the platform for a train. You need to better coordinate the schedule.*
67	*There's not enough room in this little box to put what I need to put or even explain! I thought that I was going to an actual survey where I could put information down and answer questions? Apparently that's not what this whole thing is from the Facebook post? Just like the few things I mentioned in the Facebook post on Facebook was that the FrontRunner red green blue and S-Line along with many other bus routes throughout the entire system should be running 365 days a year. After events such as the New Year's Eve celebration there should have been extended extra service before and after the events! The FrontRunner line should be extended from Ogden North to at least Logan and south from Provo to Nephi. From that point there should be at least two additional FrontRunner type lines one going from Nephi to St George and one going from Nephi to the four corners and Moab area. With all of the girls public transit should be a number one priority which it obviously is not! 24/7!* *My*
68	*I think the vehicle locator tool on the website is really helpful. I live in Provo and frequent UVX, and I think it would be cool if there were a vehicle locator feature on the big screens at each of the stations so people could just look at that to see where the next bus is. Perhaps there could also be an algorithm that determines what your estimated wait time is based on the vehicles' positions.* *Sometimes at Provo Central Station, there are multiple trains there, and riders need to know which one to board. I know there is a sign there that points in the direction of the train that will leave next. However, my roommate had an experience where everyone boarded the wrong train and was upset when they saw the other train leaving the station, presumably because the sign was wrong. I just wonder if there's a more effective method of notifying guests which train to board. Either that or making sure the sign is correct as soon as the 2nd train arrives. Just a thought.* *I love UTA!*

	COMMENT OR QUESTION:
69	*So from what I saw on your planning is that you are planning meetings to have more meeting about meetings you will have in the future and no actual implementation of anything. I didn't see a single plan of what is in the future of UTA. Just a bunch of planning and more planning and more meetings. Seems like a waste of money. How about plans to get the rail down to Nephi or Santequin at the furthest south. What about getting a stop in Spanish Fork too.*
70	*Please extend Frontrunner to Spanish Fork or Payson.* *Add Sunday Frontrunner trains, please. Not having train access on Sundays prevents me and my family from contributing to Utah's local economy and culture by purchasing passes to Hogle Zoo, Lagoon, the Natural History Museum, or any other museums in the Salt Lake area. Sundays are often the only day I can make the trip from Spanish Fork, and I would rather not drive after a week of local commuting.* *Late night Frontrunner southbound would be popular on the weekends. Going to concerts or shows in Salt Lake sucks when you have to leave early to catch a train.*
71	*UVX Express extension to the PVU Provo Airport is a great part of this plan for Utah County.*
72	*Frontrunner service on Sunday, and service starting earlier and ending later each day.* *Express service from Provo to salt lake and Ogden to Salt Lake*
73	*In the plan I don't see anything to address the ski bus issue? It's epically terrible right now. Busses are so full it's unsafe and you wait at busses stops for hours to get on coming down the mountain and sometimes going up as well. It's ridiculous to see city buses driving around empty when the ski busses are so dire. Cutting the line from Midvale to Snowbird/Alta has also added to an already terrible situation. Please do something, everyone I know is giving up on the busses and I'm considering buying a new car so I can avoid them as well.*
74	*FrontRunner needs to extend down to Payson.*
75	*I would love to see more Frontrunner trains running during the afternoon/evening hours. I live in Springville, but work at Primary Childrens hospital. Im order to ride the train to work, I have to leave 2 hours early, and I get home 3 hours after my shift has ended. After a 12 hour day, I'm exhausted and just want to be home. I would also love to see more front runner stations added to south Utah County, as well as a more direct frontrunner option to the University of Utah. I also think it would be beneficial to have a direct train from Provo to Salt Lake central, for those who want to transfer to either the green line or red line, to streamline our travel.*
76	*We need better public transport throughout Spanish Fork. It is growing so fast yet the transit has not changed. We need a front runner down here badly too.*
77	*Your current ski bus service is absolutely deplorable! I work at Snowbird and my daily commute is now 1-3 hours longer. The bus is full to standing only at the first stop to go up and takes longer than it used to because it takes so long to shoehorn people in at the rest of the stops. Getting down at the end of the day, 4:30 is almost impossible. The bus comes to Snowbird , perpetually late, already full from Alta and can take only about 5 of the 30-40 people standing out in the cold waiting. I'm driving my car now which I haven't done in 10 years because I don't want to have to get home after 6pm. I work 7 hours per day but my commute starts at 7am and ends at 6pm if I take the bus. There needs to be more buses between 7 and 9 am and between 3 and 5 pm. Last year the service was the best I've seen and this year is the worst. The current situation is unsustainable!*
78	*Sunday service for front runner even 4 times a day would be better.*
79	*Please have trax all the way down to Spanish fork so we can ride the train all the way up to concerts in salt lake and the airport please! I hate driving in the snow but hate missing out on plays and concerts up there in the winter months!*

	COMMENT OR QUESTION:
80	*My primary use of UTA is FrontRunner and the biggest thing that keeps me from using it much more often is the lack of Sunday and holiday service. This means I can't rely on it for weekend trips or for work.* *One of the most critical things to make public transit succeed is reliable and constant service. Right now FrontRunner doesn't even operate about 15% of the time even though many people work and travel every single day. If they can't rely on public transit EVERY day then why use it on ANY day? If you need to own a car to get to work on Sunday and shop on Thanksgiving then might as well use it for other days as well.* *The argument that there wouldn't be enough usage on Sunday is self-defeating. This is a very Utah thing and the obvious influence of the LDS church is impacting UTA policy to an excessive degree. No other major metropolitan transit system takes a day off.* *Total ridership will always suffer until transit like FrontRunner is available 24/7. Please change this in 2023.*
81	*Please bring frontrunner further south.* *Expand half hour service if possible.*
82	*Why we get all the way down to Nephi ut*
83	*How about three lanes all the way up and down lcc. with dedicated lanes up and down during peak hours. seems the canyon is al least half three lanes currently,*
84	*I applaud your extensive community service planning and support most of your 5-year plan. I do not support UTA's running #209 through the Avenues. The Avenues should not be considered part of a core route. Bus service through the Avenues should support UTA's goal for lateral boarding, accessible bus stops and connectivity to core routes. These goals can best be achieved by an innovative mobility solution such as a microtransit approach for this unique community. A FLEX bus circular route through the Avenues, following a combination of the current #209 and #F11 routes would achieve the goals for lateral boarding, accessible bus stops and connectivity to core routes. By servicing this area with a smaller bus powered by a more environmentally friendly power source, UTA would also be more fiscally and socially responsible.*
85	*Saratoga Springs/Eagle mountain NEEDS a regular bus route to join in with the rest of the UTA system. Not being able to get to Eagle mountain at all in the morning is beyond a gross oversight and a large portion of Saratoga Springs population center stretches south on Redwood road, currently there are portions of the population that are over 9 miles from the nearest bus stop making pedestrian traffic a logistical nightmare.*
86	*In regards to the 4800 W. Old Bingham Highway, track station. UTA owns the lot across the street and I think it should be made into additional parking. There is a light there so the UTA Trax patrons could cross at the light and there's limited traffic on the old Bingham highway. This would illuminate people parking way into the neighborhood and in the church parking lot.*
87	*Extended service should include weekend hours to get people safely home after the bars close. Including covered service to Draper, Herriman, etc. to get that far, it would need run until 2:30am or so.*
88	*Please make more transit options available in Springville.*
89	*Can there please be more transit in Springville*
90	*More transit in Springville*
91	*I use the UTA on demand van to get to the front runner station on North Temple. When the van is available, it's very convenient to walk to the nearest corner and take the van to the station. However, I feel like I could never make real plans around taking the van. Often when I am trying to take the return trip in the afternoon/evening from the station to my home, there isn't a van available. It can get really rough walking home in the summer. I've since gotten an ebike to do the commuting, but sometimes with snow I feel more comfortable taking the van. Overall the van is great, but it's not reliable.*

APPENDIX

	COMMENT OR QUESTION:
92	*Very disappointed in south Utah county service. When we moved here we came from a place that had such regular reliable and covered service that you literally never had to check a schedule. We tried to take the bus to BYU but the closest stop was a 45 min walk and only ran sporadically. It was just not a feasible choice. The route through Spanish Fork is straight down the center street (I can't zoom in on the map). If I want to take that bus I would have to walk for 1 hour and time it perfectly because if I miss it I will be waiting 30 mins. That literally adds hours to my commute every day. I just cannot do that. You stated the goals of increasing ridership. Well, how about making it even slightly more convenient for riders? Why would I choose to ride when it "costs" me so much in time and inconvenience (the walk is literally up hill all the way back and across a highway and that is not even thinking about winter)? Why isn't there a small loop bus in each city?*
93	*The entire reason why you don't have good ridership in Tooele county is because even though you funnel a few dozen buses through tooele county a day, apparently to routes in Davis county almost none of them actually stop anywhere in Tooele county. It is currently functionally impossible to ride the bus down tooele main, much less anywhere else in the county, with exactly two buses a day theoretically providing service, and even then often skipping stops and only going between salt lake and tooele counties. If you simply routed the buses you *already* have going through tooele county multiple times a day without picking people up anyways through stops, you'd see a massive increase in rridership in that county.*
94	*Allow for Sunday service in Utah county.*
95	*I think all of the proposed change are great!*
96	*Increase driver wages to avoid further service cutbacks.*
97	*We need Sunday service for the express rides. I will pull a shift on the frontrunner or UVX on alternating Sundays if I have to. People without cars can't do anything on Sunday. Sunday Service Please.*
98	*Please bring the front runner up to Brigham city soon! (Next 5 years or less) we would use it on the daily!* *Also it would be so great to have a "quiet" car on the front runner. And also we would use a train down to southern utah sooo much that would be so great.*
99	*Frontrunner service on Sundays is a big issue for me right now, as it makes taking weekend visits to family in Utah valley extremely inconvenient, as instead of being able to take the train back up before school I have to either take a twice as long bus ride before midafternoon sunday, or get someone to give me a ride back up to Salt Lake. I would also love more frequent bus lines, as it makes getting to more niche areas accessible, but their availability is an issue for me right now. Thanks for all you guys do! Public transit is hugely important and not all that glamorous, so Im very glad there's someone to build it up in the valley.*
100	*Please consider the following suggestions:* *Free publicly funded fare for Trax and bus services.* *Expanded evening service in urban areas to support increased use by those engaged in nightlife, service workers supporting them, and swing/grave shift workers.* *Disarming and decreasing police presence on trains and buses.*
101	*I live at 200 S and 900 E in Salt Lake. I work on main campus at the U and take the 2 or 220 every day. My wife works in research park, and drives because transit options are infrequent, unreliable, and inconvenient. I will likely end up working in research park soon too.* *My comment concerns the proposed 2A/2B route. I think UTA is missing an opportunity to finally provide decent connections to research park. I am all in favor of increased service on 200 south. But I don't think looping around the south side of campus is useful. This service would be fairly redundant with the TRAX red line, and I imagine much slower, especially going counterclockwise with all those left turns. And the 2 is unreliable enough as is! Instead, why not keep 2A on the current route 2 alignment, and have 2B serve southwest campus and research park (following the 223 alignment from president's circle). It'd give people a decent way to research park from TRAX and frontrunner, which is sorely lacking now.*

	COMMENT OR QUESTION:
102	*I live in the Sun Hills neighborhood in Layton UT. There is currently no UTA service anywhere along Hwy 193 between HWY 89 and Hillfield Rd. My family has in the past would have benefited from public transport if it had been available. I had a son who would have used it to attend NUAMES high school and then after graduation, needed it to get to front runner to go to work. Both instances he ended up being a single driver in a car to get where he needed.* *I currently have another son who takes UTA to go to Weber State University. He has to drive as a single person in a car to get to Antelope and 89 to park and ride to Weber.* *I know of other people just in our neighborhood who would use UTA if it were available. There is a mobile home park on 193 near Fairfield rd. that, I'm sure could benefit from nearby service.* *Thank you*
103	*So why did you eliminate the ski bus #953. It seems like it satisfied all of your "goals". Ridership, needed (and predicted) continued and increased usage by riders, etc. Every time I rode the (ski) bus it sure seemed like it was being utilized. "Stand-up room" only seems like a pretty well occupied bus. And as far as "restoring credibility", or even establishing it... you're definitely going the wrong direction here. No advance warning(s) and now we are totally screwed if we reside near to Wasatch Blvd and want to ride the ski bus. I won't even say any more about how you screwed that up for SO MANY people. Thanks again. You don't have my "vote of confidence".*
104	*The thing that affects me most is the lack of Sunday service, expanding UTA bus service to include Sunday's in Utah County is my top priority. I often utilize the 831 and 864 and have no other way of getting to and from work, which becomes a problem as I need to work on Sundays to maximize my earnings. I know this affects others even more than me and I find it worrying a whole population is limited in their transportation options 1/7th of the time.*
105	*I really hope you guys consider making the bus passes cheaper or free. I use the bus as my only mode of transportation. I would like for it to be cheaper.*
106	*Uta is awesome and I love taking it when I can. I take front runner to school from South Jordan to Orem many times a week and it's very convenient. It would be awesome to have more frequent trains so I'm not having to sit 30 mins to an hour for my train to come. I take the red line to work and I would take it more often if there were also more frequent trains but because they don't line up with my work schedule it doesn't allow me to ride as often as I'd wish.*
107	*Very disappointing that I'm not seeing plans for opening the frontrunner on Sundays. The Mormons ruin everything.*
108	*Bring the express bud back from Lehi to the U!!!*
109	*Thank you for the public discourse and proposed updates to the system.* *My main area for improvement would be more frequency, similar to the changes proposed for 200S service, on other lines. All TRAX/S-Line, 200, and 21 all seem like good candidates.* *Other than that reduced/free fares are always worth conversation, especially with our air pollution in the valley.*
110	*Route 35 leaves Millcreek station one minute before the blue line arrives from Draper, there's no reason the bus can't wait a couple of minutes to accommodate those passengers, this is soo frustrating for me, as I experience this ridiculous act everyday*
111	*Hello,* *I've already commented, so this is an addendum.* *I was walking along 400 W in the Granary yesterday walking from the Bouldering Project back to my condo on 300 S. I was thinking about the recent SLTribune article about how the S line generated $2B in economic activity and could not help but think how impactful a small super cute trolley (think New Orleans) would be along 400 W! Right now there are a ton of empty parking lots, but things like the Post development are going in one block over, and tons of new apartments near the gateway. And 400 W isn't baren. There is the EVO hotel, Level 9 sports, the skate parking and bouldering project. A couple of breweries... It is a street which is begging to be a housing/entertainment corridor, and running a line down it would trigger that!* *The median used to have rails on it and still does in places. It could run from Planetarium station and hook up at ball park! It would be great and do so much for that area!*

	COMMENT OR QUESTION:
112	*We currently live in north orem near the vineyard frontrunner station/stop. We do not use public transit often because it is difficult to get to/from major points such as the frontrunner. It is great that a plan is in place to expand more buses going from vineyard stop/station. However, a rider has to drive to the station first. It is quite counter intuitive. Even with this updated plan it is counter intuitive. What builds a successful transit network is two way stops. Otherwise, it is inefficient for most riders. This new plan for vineyard does not have a single bus GOING to vineyard station from orem. Just LEAVING vineyard station. Same as what is currently happening. Things like this are why UTA has frustrated us for years. Additionally, the bus does not even touch Orem, and essentially skips it aside from UVU area.*
113	*For Lindon City, is there a chance to move the 850 bus frequency into the 5 years plan instead of on the long range plan? I also think working with the municipalities to install bus shelters at higher boarding stops would be beneficial to increase ridership. Thanks*
114	*Nice plan*
115	*Are there any plans to build shelters around frequently used Front Runner Stations such as North Temple? Taking the Front Runner to the Airport makes a lot of sense for people that wouldn't normally take transit; unfortunately, people get a sour first impression when it's cold or hot or rainy or snowy and they have to wait outside at the North Temple station. If a shelter was built there, even without climate control it would greatly improve the experience of people trying transit for the first time.* *Are there any plans to build a 900 E UVX stop in Provo? There was some discussion a few months ago, but it's since died down. It's kind of bizarre that there isn't one. Heritage Halls contains a huge block of students that have trouble getting to their cars since the parking is so tight. It's a great opportunity to give them a good experience using transit.*
116	*I feel like one important change would be running at least some services on Sundays and weekends. It is absolutely ridiculous that if you fly into the Salt Lake airport on Sundays or a holiday like New Years that you cannot even ride trax to North Temple, and then get on Frontunner to take you close to where you need to go. I can't believe that UTA is a modern transit network in 2023, and doesn't even provide rail service to the airport on Sundays.*
117	*I hope more trains are in the works, as well as shelter at bus stops! thank you for all you do*
118	*It would be unfortunate if Route 822 is discontinued. This route services many patrons to and from BYU, UVX stations, and UVU. Many students coming from south Utah county utilize this wonderful service and it will be sad to leave them with no direct route to school. Please reconsider discontinuing it. Thank you for all you do.*
119	*I don't see anything about increasing high-frequency bus service, esp to Davis County and north so we don't have to expand the freeway so much. Service to the U from along the east side like the Bonneville trail area around 215 high frequency would get a lot of ridership. Make more 15-minute bus routes. Run them earlier and later. Publicize more what the routes are so you might capture folks who never get on a bus and that there are changes that could accommodate them. If the only place you advertise is on the bus, people who need a bus may not ever see it.*
120	*This is a good start. It would be nice to understand how you plan to create more equity & service opportunities for low/no income riders & riders w/disabilities.* *It would be great if UTA would create partnerships w/all the high density development (developers & property managers) along Trax, FrontRunner, S-Line, & rapid bus lines to provide passes that are either included with rents/HOA fees or to offer residents discounted passes. If you want to increase ridership, then start with residents in these transit oriented developments & offer them an alternative to getting in a car every day at a cost that makes sense. This seems like a no brainer to increase ridership & therefore be able to expand service and accomplish some of the goals listed here.* *Education is also key. How are you saving people $ by leaving their car behind? If I'm paying $5/$10 to go downtown from Farmington or West Valley, what am I saving by not taking my vehicle? How much time/energy is that taking/saving? Thnx*
121	*I wish to comment on the South Utah County portion.* *First, the elimination of the 822 route wouldn't affect me personally, but I know the proposed changes would SIGNIFICANTLY impact many people.* *Second, the wider issue with public transportation in South Utah County is this: it is terrible. I don't know if there are others like me, but I know that the only reason that I drive to work is because there is no viable pub. trans. option. There just isn't. I can get to work in Provo between 15 and 25 min by car, depending on traffic and the time of day, whereas it takes an hour or more if I take the bus. The bus stop is so far from my house that I would have to drive or ride a bike to the bus stop, but then there is nowhere to park. And there are no other pub. trans. options besides that bus. None. The schedule is terrible as well, with the last bus to south county from Provo leaving around 5:30. We need increased service, both expanded routes but also a later and more frequent schedule.*

	COMMENT OR QUESTION:
122	*Somehow (probably in the longer term), CONNECT TO CACHE VALLEY. You will see thousands of participants if a transportation system that connects to Cache Valley is one day built. Obviously it's tough with Sardine Canyon, but you can also go around the Wellsville Range (similar route to I-15 if you don't take the exit into Brigham City). An idea worth implementing in the future.*
123	*Later routes would be great from salt lake to Ogden. Since you changed the 470 schedule to stop running from salt lake to Ogden at 10:30 I'm no longer able to use it to get home. I work until 11:00 PM at a hospital downtown. I've been burning through my PTO to get off early but it's gonna be gone soon and I'll likely have to quit my job.*
124	*Overall, need more late night options - especially on Friday and Saturday nights - to correspond with downtown SLC bar closings (1am).* *For those same times, need cross-county transit options (SLC -> Davis/Weber Counties, SLC -> Utah County)* *More coverage for West Davis County - maybe could be added as part of the West Davis Corridor completion. But not just another route through West Davis County, connections to neighborhoods. Maybe the On Demand service or Flex Routes. These could connect with FrontRunner.*
125	*I ride the 822 from Springville to BYU in Provo. It has been very convenient because it is a direct route from Southern Utah County to Brigham Young University where at least 90% of the riders go, and riding this route takes about the same time as driving a car. (Of course, riding from Springville to BYU is too expensive without the BYU benefit, so I wouldn't be using this service without it.)* *Having to ride an 823 route which looks like it will go to Provo Central Station using a longer route than the current 821, will, at the very least, add an additional 20 minutes to my commute and will make it no longer worth my time to ride public transportation. Not even the BYU benefit is worth spending 45+ minutes on a bus to go 6 miles. (Right now, it takes 45-50 minutes to get to my destination when taking the 821 and transferring to UVX. Just not worth it.)*
126	*Route 831 in Orem going south down Orem Main to Provo 1460N is very useful, and the only transit route that goes through the south Orem/north Provo neighborhoods such as Cherry Hill or Grandview North.* *I feel like the new 831 route too closely overlaps with the UVX, and also makes it difficult for residents of the above mentioned neighborhoods to use transit without driving to the UVX.* *The residents of the apartments along 1720 N also seem to use the 831 a lot.*
127	*Pay your drivers more and put in more ski buses, seriously anyone on your committee that advocates against ski bus increases should be forced to drive up and down big cottonwood canyon for two weeks straight in the morning*
128	*Routes 901/902: I appreciate the current 90-minute daily frequency of route 902. If this is discontinued, will HVT's 107 rise to meet this level of service in its place?* *TRAX and S-Line: Every 15 minutes on Saturday will be an important improvement. Why not also on Sunday?* *UVX: An extension to Provo Airport could make a substantial difference. Currently, the 833 does not run early enough for some morning flights out of PVU. Will service run early/late enough for all flights? Why no service on Sunday when the airport still operates flights on Sunday?* *Routes 2/2A/2B/220: The 213 already runs a similar route as the 220 does and terminates at the U; why make the 220 terminate there, as well? Surely this will lengthen travel times for 220 riders destined for downtown. Why is this added transfer necessary?* *Route 17: Saturday service would be beneficial; why not also Sunday?* *Why is any local bus running once an hour acceptable?* *Will UTA on Demand be used to justify worse fixed-route service?*
129	*I am among a large group of riders that consistently take the 822 to and from BYU campus. Discontinuing the 822 route would discourage BYU staff, faculty, and other employees who live south of campus from riding UTA because the additional time it takes to go from Provo station to BYU campus would significantly lengthen our commute. I hope you will consider keeping a route that passes through BYU south campus like the 822 route has done.*

	COMMENT OR QUESTION:
130	*Frontrunner: recommend having the next station listed on the digital sign more often. It says "keep feet off the seats," more than it tells riders what stop is next. I have almost missed my stop because I didn't realize it was coming. Also, have the strips that show all the stops on the line have lights that only have the upcoming stops lit up. That would also help the riders.* *single tracking. I think having double tracks on the Frontrunner would be best. Since that is not the case, I recommend that the digital sign indicating the next stop, also have an arrow pointing to the side where the doors will open. Like so, NEXT: SOUTH JORDAN >* *This would indicate the next stop and that the doors will open on the right.* *Also, there is no warning when the train leaves. I once left something on the train. I was afraid to get back on as it just leaves instead of giving warning. Announce "train departing" 5 seconds before leaving the station.* *Thx for listening:)*
131	*I rate 5 stars bus drivers are awesome and respectful please give the a raise*
132	*The green line trax route smells like poop most of the time to was the back are mainly please fix issues*
133	*I am happy to see ski bus route resumption in 2023, like what it was in the past. I hope that between now and then, more engineering work can be done to ensure the buses, no matter their size and power source, can safely navigate the canyon roads in all conditions.* *I think the 5 year plan needs to account not only for winter recreation, but year-round recreation.* *I believe there is both a need and a desire for buses being added for summer routes into the cottonwood canyons.* *There are many people visiting the canyons during the summer when valley temperatures exceed 100. That number continues to grow, year over year. Running one bus up in the mornings and down at night makes it impossible for folks to use the bus for recreation purposes. With the need to improve our air quality, buses, and particularly electric buses are a wonderful way to both improve the health of people by recreating in the mountain, but also improving the air quality by doing so on the bus.*
134	*Hello and thank you for this opportunity to voice my thoughts and feelings. I have been riding UTA for over a year now consistently for work and recreation. I live in Draper and rely on the Frontrunner, Trax and particularly the 514 and 218 bus. I have come to meet and know several of your amazing drivers who do a wonderful job day in and day out. The only unfortunate incident was actually yesterday on the 514 in the morning where Vern and I were in a traffic accident in Draper. Even the Vern was professional and solid through it all. I love the system for the most part yet feel the plan is definitely smart for UTA to consider in growth. I do miss that the 218 was cut back to hourly routes which has been an inconvenience and twist of schedule and hope that comes backs as well as possible consideration for limited Sunday routes. Overall it has been a terrific experience and I understand many of the challenges faced by the drivers... so kudos to the team! Thank you!*
135	*Hello,* *Generally these improvements to mainly bus service are a good thing. But it would be nice to see some more technological improvements like automatic greenway for buses even if only for some routes.*
136	*Can you keep route 2 on the detour route even after the 200 s construction is ended?*
137	*Please do not discontinue route 822. I as well as many of my colleagues at BYU use this route to get to work on time and without extra time added to our commute.*
138	*I feel an additional change that could be implemented for more riders and higher satisfaction would be for the transport to wait at the stops until the time they are supposed to depart. I understand that the policy now is to continue on even if the bus is ahead of schedule, but in my opinion this makes the UTA an unreliable mode of transportation, in that I have been late as a result of missing a bus that was ahead of schedule. In my opinion and the opinion of multiple of my associates, we would ride the UTA more often if it were more reliable and ran on a more set schedule.*
139	*It would be awesome to organize a community service project where people come and clean the trains and busses. I'm sure a ton of people would do it for free food or a ride credit of some kind. Plus it would help the trains be more clean and inviting. Sometimes the trains smell really bad and I think that could help improve the number of riders*

	COMMENT OR QUESTION:
140	*The trains seem to come too early within a few minutes or they come to late within 10 minutes. The Saturday and Sunday schedule takes way too long especially in the winter. The estimated time should be 25-30 minutes, not 40 minutes to an hour. Their is also a problem with keeping the train clean and the drug addicts off of them when they can't even pay for their tickets.*
141	*You guys should have the front runner and the light rail go on until the bars are closed so no one has to drink and drive I am from Arizona and that's what they do*
142	*We should have more rail line. Specifically something that goes on the Wasatch fault line that connects the U of U to the cottonwoods. This would incentivize suburbanites to use public transit and avoid using personal automobiles.* *Public transportation should be free and widely accessible to everyone. Take the money we use to expand highways and put it into the maintenance and expansion of our public transit. Instead of inducing more demand on the road thusly creating congestion and LA like traffic we should induce demand for rail use and biking infrastructure.* *Speaking of biking infrastructure bikes should get a dedicated bike lane to make biking feel safe for people who aren't crazy like me.* *Dedicated bike routes should get more care in the winter as well; to be more specific they need to be plowed more when it snows.* *Thank you very much.*
143	*I will do everything I can to fight more finding for this poorly ran, horrifically operated service. I've been to cities all over the world, and the service provided by the UTA is pathetic. The constant changing routes, stops, and runtimes without notifying users is appalling. Who in their right minds eliminates safe stops like 209 on the north side of State Street in favor of uncovered stops that require a lot of users to cross busy lanes of traffic? You all are a disgusting, money sucking pit of an organization that brings nothing but frustration and pain to their users, and there is zero doubt that your five year plan would be an absolute failure like every other change and decision you all make.*
144	*Uta's rail is way too expensive and doesn't work very well. Please return to bus transportation.*
145	*I tried to use mass transit. I live in Utah county and work at the U. If I took Front Runner, it was always late (I only ride when weather is bad, otherwise I ride a motorcycle). I finally gave up on Front Runner and switched to Trax getting on at Daybreak (even though that was a lot further for me to go). I liked that it ran every 15 minutes and it seemingly wasn't usually late due to weather like Front Runner so frequently was. The drawback here that finally got me to give up on mass transit was the frequent run-ins with drug users or other mentally unhinged people. It's just not worth my safety and the safety of others when UTA is unable to keep said individuals off the trains. There simply aren't enough transit cops and I doubt the public would like to foot the bill for enough to keep such things under control.*
146	*I would like to see TRAX systems directly to the Research Park area of University of Utah*
147	*reliability of schedule. It gets so confusing when the trax times change all of a sudden or the google maps times change after I've planned trips specifically with those time understandings.* *Also, cleanliness. Covid, things were so much cleaner. Why does that practice need to change? We can still decrease disease transmission if those practices stay the same.*
148	*I am particularly interested in improving the route from the frontrunner station at Salt Lake Central to the University. It would be great to have an express bus on the #2 route--especially at prime commute times (6-9am and 3:30-6:30pm)* *I would also like to see some public transportation options from Utah County on the weekends and/or earlier trax trains in the south end of the valley. Currently to get to the University of Utah on a weekend or holiday by 6:30, I drive from Lehi to Central Point to take a train.*
149	*You need to have more trains running, and you need to have a schedule that's simple to understand without having to use an app: It should be straightforward. I should just know that at least one train will run every 20/30 or so minutes ... or even if just once per hour, round the clock, every day per week. If it's simple and reliable, more people will feel comfortable switching to it.* *Perhaps even more importantly, UTA needs at a minimum Front Runner and Trax running regularly on Sundays. Preferably more busses would run on Sundays, as well. Transportation needs don't end on Sundays, especially in SL/Davis/Weber/Utah Counties.* *Use case: I need to know that if I have a flight land at 11:36pm on a Sunday evening that I can catch Trax to SLC and catch a Front Runner train north without a taxi, Uber, or Lyft, and without having to wait at the airport till 7am.*

	COMMENT OR QUESTION:
150	*I interact with the Trax Red and Blue lines on 3x/week basis and I would like to express my support for increase service frequencies for the weekends. I have noticed the newer seats on Red Line and I am hoping there are plans to change the seats on the Blue Line as well. I understand its hard to maintain seats that have such high use, but the Blue Line seats are rough. I can never tell if they're wet or just stained... and I stand so I don't have to find out! I did not see any proposals regarding the Frontrunner trains, are there any proposed changes there such as Sunday service or increased frequencies?*
151	*I am pleased to see in the draft an inclusion to increase service to have bus 223 run every 30 minutes. This bus is often very crowded at commute times and this will help crowding as well as allow better options to connect with the front runner trains. I would love a digital UTA monthly pass that could be added to a phone to tap on and tap off in the future.*
152	*I have handicapped friends who go to classes at Ability First Utah on 820 North in Provo. Having a bus on the West side would provide much needed transportation for this specific demographic*
153	*I hear a lot of people could benefit from a bus on 820 North on Provo's West side. Please consider bringing that route back.*
154	*The bus and frontrunner schedules need to be adjusted alittle. Always missing the train by minutes or having to wait a long period of time. The route 6 needs to be brought back and more frequent. The route 2x needs to come back .*
155	*The # 1 and 2 bus that services the hospital to downtown are many times too close together. If you miss one, you have to wait a long time for another one to come. Also these buses both go to Main and 200. Would like for the 1 bus to stay on South Temple and not go downtown. Need more ski buses!!*
156	*When will Trax recieve a new extension? I thought it was supposed to go all the way down to Lehi*
157	*I work at DHI at 820 N and 1525 W in Provo. I would start riding again if there was a closer stop to my work.*
158	*I have used UTA frontrunner, trax, and bus services extensively in the past. When I had my first child, that changed. Mathematically, a UTA commute adds 30 minutes a day to my commute x 5 days/week x 52 weeks per year = 5.42 full days away from my family. As a caregiver, I respect what my patients have told me on their death beds, that they wish they focused more on their family time. If I knew when I would die, I would want all 5 of those days back with the ones I love. So, how do we speed up getting from point A to B? I suggest adding a 3rd frontrunner line that carries express trains from each station direct to the downtown hub so they don't have to stop at each station along the way. This would dramatically improve speed to frontrunner stations which is the quickest transport method UTA has and would get people up and down the Wasatch Front exponentially quicker. This I've heard is one of the biggest detractors to using UTA is the added transit time to a person's commute.*
159	*An second kiosk needs to be added to University of Utah Hospital currently traffic to tap on and off is crowded due to the location of the kiosk as well as only having one. Train should leave at every 15 and 30 minutes on the hour (4:30) so that employees have time to get to the train without waiting an extra 15 minutes*
160	*I take the 822 every work day from Payson to BYU, so this will definitely impact me. However, given the streamlined nature of the new 821, I can see this proposal as good or even better than the current 822. Have you considered having the 821 jump on I-15 at Spanish Fork main street and then jump back off in Springville for the 823 connection? That would probably be faster than taking the backway to Springville's Walmart. Of course that would sacrifice any planned bus stops along that backway.*
161	*I generally like this plan, especially the parts related to increasing frequency. I routinely take the 9 to work (UofU) and the fact that it runs every 15 minutes is what makes this a viable alternative to driving. I also take the 205 and 209 to downtown intermittently. I wish the 209 would go back to going straight downtown instead of going up into the avenues. It makes taking the bus downtown less appealing as my commute time has now more than doubled. I feel like it would be better to have one of the east-west routes hit the avenues instead. Lastly, I work at Primary children's who is opening a Lehi campus. I don't see any public transit access for employees or patients to get there. Is that something you could consider?*
162	*The long-term vision mentions UVX extending to the Provo Airport and having 30-minute weekday and 60-minute weekend service. Will the 30-minute service just be for the Provo Central to airport portion? I hope so, otherwise that is a significant cut to UVX.*

	COMMENT OR QUESTION:
163	*I am happy for Frontrunner.* *Thanks for staying committed to rail service. Simon Bamberger would be proud I think.* *Ogden to Park City by rail now that's classy and perfect for 2034 olympics and will bring a out of state draw.* *Go by rail and Union Stations signs on the rail side need replacement.* *Also please consider the Rio Grande Plan* *We need a elegant and classy SLC* *Rebuild the mainline to the Station and develop.* *I am interested to see what you guys build in the future.* *Utah has a story book past when it comes to Railroads and*
164	*You have made great improvement. However, you are forgetting that as we are growing as a city we need to get around. The only bus between State Street and 900 E. is the 205 it quits running around 930. This needs to run to at least the same time as the 900 E. for people get off work at 11 PM and need to get home there's no way for us to get home walking from State Street or 900 E. to the streets in between is a major safety issue, please consider extending out the 205 to run until 1130. This would make it so that we would not have to take Uber's at night and that would save on the pollution and it would increase safety. I have submitted this several times please look at this. This is important people do not have cars. We need to get home from work . Thank you for your considering*
165	*i swear to god i hate driving my damn car. im enjoying the bus but if yall could pretty please put more trax stations around, esp milcreek/south salt lake/sugar house, that would be awesome <3* *plus, more stop times for the SH streetcar :3 ty!!!*
166	*Please find a way to get the Pleasant View Frontrunner station back in service! This area has grown so much recently and this would be a huge help to our area!*
167	*The app transit crashes constantly during my time on the bus the there's no stop button because the notifications stays on for like 3 hour after I've arrived*
168	*PLEASE EXPAND THE SKI BUS ROUTES AND MAKE THE SLC-PC CONNECT ROUTE RUN MORE FREQUENTLY/CONSISTENTLY/CHEAPER*
169	*Will there be new lines and routes in the future? I am also looking forward to having a route 13, as that will connect Ballpark Station with places on 1300 S. Improving the syncing of the blue line would be nice at Arena Station in sync with the dismissal from school, so we can get there in time for the train.*
170	*It would be nice if there were more stations that are present, as the S-line and Frontrunner should get an expansion, and I would also love seeing more train lines and bus routes along the way. I also suggest having the blue line switch their type of vehicles to match the red/green lines, tbf, as the train cars that the Blue Line uses is very old, from the 1990s.*
171	*Tooele bus service was thriving 5 years ago compared to its current ridership. There seems to be no plans to improve service in Tooele county. Please consider restoring previous routes or routing. Also consider a route to west valley central. Tooele is in need of traffic solutions and I would like Transit to be part of the solution.*
172	*We would like to see a bus on 820 N. on the west side where Provo colleges is There is a need*
173	*It's mind-blowing that in five years, we're not even at least planning on restoring service to prepandemic levels. Bus routes like the 17 are key connectors between SLCC, 15/15, and University of Utah and are virtually useless with hour long headways.* *Noticeably absent from a five year plan is any expanded service to outdoor recreation (summer canyon routes, expanded transit-to-trails, etc). With outdoor recreation exploding in popularity, trailhead parking lots filling up earlier every year, and the meme-worthy "red-snake" I would expect this to be a top priority for UTA. The demand is so great that private companies are filling some of the void (Bonanza Flats transit-to-trails, Big Rack Shuttles, Wasatch Backcountry Shuttles). This presentation highlights some of the lower lift opportunities: https://www.youtube.com/watch?v=dYCDqT8CNvg&t=5002s. At the very least you should be coordinating with the Foothills Master Plan to add transit service as they expand foothills trailheads.*

	COMMENT OR QUESTION:
174	*As a business partner and a Frontrunner frequent user, I would like to emphasize the need to have consistent service. When you reduce services on holidays and weekends the whole program loses reliability. For example, we had many employees frustrated on MLK day due to the schedule limitations AND lack of communication. Just because UTA has a "holiday" doesn't mean other businesses can close as well. I haven't seen services stopped or limited in other markets and feel this creates less adoption of mass transit (heavy rail, light rail etc).*
175	*Please run frontrunner on Sundays and past 11:01*
176	*I recently heard on KSL news radio that 60,000 people moved to Utah in 2022. It's not uncommon now to see traffic and congestion, especially down in Utah county where I live. The congestion used to only be point of the mountain going north through Midvale. Now it's all over. I propose UTA create a track line from each of the city suburbs routed towards one central location and hub (point of the mountain) to increase ridership and front runner use. Think a line from Alpine, highland, Lehi to Thanksgiving Point. PG, AF, Saratoga Springs, EM, Herriman, Draper, etc all with routes that eventually lead to another hub. Thanksgiving point might be a main utah county hub. This solution cuts down on emissions, road use, accidents and gives people the ability to work, while commuting all over. The Wasatch Front. Utah tracks needs to be expanded extensively down in Utah County, just like it is currently in Salt Lake..*
177	*Please run the frontrunner on Sundays. Even a few trains that day would make it easier for people who have you work. Also college students could go home Friday and go back Sunday. Any other major city offers services on Sunday to make life easier for it's citizens and so should the Salt Lake areas.*
178	*Can you PLEASE add in a limited Sunday FrontRunner service? I know we live in Utah, but all other states have public transit operational on Sunday. Not having one forces me to drive my car rather than using public transit.*
179	*I like the idea of a bus going out to Walmart in Springville. I am disappointed to see that with the new 823 there will not be a bus route anywhere east of main street. I have ridden the Springville bus for over 20 years. I get off at the 400 east and 400 south bus stop. It seems very inconvenient to forget about this eastern side of Springville. Please consider having some service to this part of Springville. I walk and I know others that do as well. Also, is there any plan to bring frontrunner in to Springville, Spanish Fork or Payson? Thankyou!*
180	*If you want to increase ridership on TRAX you need to make it a more pleasant experience. As someone who has ridden the train from Sandy to downtown and back every workday for the past decade plus, I can tell you riding TRAX has never been a worse experience than it is now. People leave food and garbage, the seats are disgusting, there are unleashed dogs and other animals, homeless riders take up 4 seats each with makeshift beds, people blast music with racist and hateful lyrics, and police presence is seen maybe once every few months. In addition, there aren't adequate numbers of train cars during rush hour so there is frequently no where to sit or even stand, with patrons frequently being told to wait for the next train. I would be willing to pay a premium to fix these problems or to create a silent train car for people who don't want to deal with all of that.*
181	*I would like more amenities (shops, cafes) at the train/trax stations. This would improve the less frequent service (30 - 60!? Min) being provided.*
182	*We support more public transportation in Provo in areas with disabilities and low income and Hispanic communities*
183	*There needs to be more public transportation in west provo!!!!!!!!!!!!!!!!!!!*
184	*We support transportation in west provo*
185	*WEST PROVO NEEDS BUS ROUTES!!!!!!!!!!!! The low income, disabled, and minorities deserve access to public transportation!!!!!!!!*
186	*We support more public transportation in West provo... Stacey H.*

	COMMENT OR QUESTION:
187	*Commitment of funds and intent by the state to improve UTA and serve people are needed. I'm interested in better service up the Cottonwood canyons but realize that, most importantly, people have to get to work and school fast and efficiently. But, the canyons are extremely popular. I support bus service(no gondola!). Buses can provide a real transportation solution. Wouldn't coordination throughout valley help to move people more efficiently and help solve parking issues? Ski buses from universities might help, contracting empty lots, using UTA vans that sit idle on weekends might be ways to increase ridership and comfort? The current bus situation is packed with people and equipment and hardly seems safe and a reasonable way to travel. Will quality and safety improve? My ski pass includes UTA service, yet the state has resorted to a public/private method of vans/shuttles for a fee. Why are there drivers for this method yet none for UTA?*
188	*These plans all look fine to me.* *I would greatly benefit from better travel time and frequency in the Provo/Orem area. Particularly transit serving areas like 800 N in Orem and Riverwoods in Provo.* *I also greatly value cycling paths. Cyclists should have their own path that is separated from cars and pedestrians, not just lanes on the road. If these cities had safer bike infrastructure, cycling could become my primary method of travel.* *I also value walking paths. There are many sections of Provo/Orem that do not feel safe to walk in, either because there are no sidewalks or because the sidewalls are too small and close to high-speed traffic. State Street, 800 N, Center Street, and University Parkway in Orem, as well as University Avenue, 900 E, and 500 W in Provo are examples.*
189	*It always amazes me that the UTAH Transit Authority thinks that Utah stops at Ogden. We have NO UTA services in Cache Valley. Even an extension to Brigham City would help.* *Cache Valley is growing by leaps and bounds. Integrate us into your system!*
190	*I'd like to see foxboro drive bus again*
191	*I would like to see ski bus service every 15 minutes during the morning and afternoon rush. This might require increasing the fare to $6 and/or passing a bit more expense on to Ikon Pass holders. I don't think very many skiers will care given the other costs of the sport. and the overall operating expense of driving a vehicle up the canyon. The resorts desperately need more skiers to take the bus. I've found the bus is quite reasonable if I don't have to wait long for it in the cold. The alternative proposed LCC Cottonwood tram will be unsightly for other canyon users and pushes the expense on to local taxpayers, the great majority of whom are not skiers. More frequent bus service is the boring but effective solution.* *There should also be a bus route to the LCC from the downtown area to avoid long drives to 9000 S. As I recall this was once handled by the 953 route.*
192	*Please expand the 205 route to 1130 at night leaving downtown I would be riding this five nights a week. It is really needed to get home. Thank you for considering this.*
193	*Increase #4 Bus times to every 15 minutes, instead of every 30 minutes. Foothill Blvd is a busy street and should have increased service times, especially for making connections to other buses which run every 15 minutes.*
194	*Has there been any consideration in expanding the 4100s bus all the way to 8400w? With all the new development happening in that area it may be advantageous to have a route there.*
195	*The TRAX Black Line from the University to the Airport—using existing facilities and existing equipment—is notably missing from this list. The Black Line would be a home-run for UTA, providing a single connection from the UofU to the entire Frontrunner Network and adding much needed frequency to the stations west of Arena now served solely by the green line. A Black Line would increase ridership of both TRAX and Frontrunner by providing a single-connection, all-rail journey to the UofU from much of the Wasatch Front. Given the current poor connectivity between either the Blue/Green line to the Red Line, ridership is stymied by an unnecessary and inconvenient connection of up to 15 minutes on weekdays and longer on weekends.*
196	*UTA needs to address increased recreational demands of Utah communities. New regional parks, new trailheads, and heightened summer and winter recreational demands must be met by increased bus service. Salt Lake City alone is building more parks and trailheads, let alone other communities along the Wasatch. UTA needs more competitive pay to attract drivers and support staff. Public transportation is essential to ensuring all citizens, not just the rich, can access recreation in a safe and affordable way. And MORE ski busses. Thanks!*

	COMMENT OR QUESTION:
197	*Comment to bus lines 821/822* *In general, I think the cutting of bus line 822 and changing the route 821 will benefit riders from the Payson area by avoiding Springville. During fall and winter semesters the busses are quite crowded (mornings and evenings).* *I would still propose one additional change for the new route 821. The streets proposed for this bus route which are souths of Springville Walmart are rather narrow, and there is even a traffic circle. It will be difficult to navigate through those streets with a large bus, especially in the winter. Also, Walmart customers will very likely slow down the traffic on these parts of the road in the evenings. This will probably cause major delays. When counting in the additional time that is needed to switch from the UVX buses to 821 (and vice-versa), it will probably take longer to get to BYU or home than it takes now (so far the coordination between the 821 and UVX wasn't so great). Maybe that proposed route could be slightly changed.*
198	*We desperately need more public transportation in west Provo, especially on Geneva Road and 820 N.* *Thank you*
199	*We need a bus route in this neighborhood to break access barriers for those with disabilities.*
200	*very very needed in west Provo*
201	*Getting married and it would be useful to get to Provo College*
202	*Would be so helpful near Provo College*
203	*Needed in W Provo*
204	*We support more public transportation in west Provo.*
205	*It's hard to walk in the snow in the winter from 5th W to Provo College*
206	*Don't walk in the snow for 500 west to Provo College*
207	*I support more public transportation on the west side of Provo, to improve community access to transportation and to remove the exisiting transportation barriers to public transportation for individuals and businesses on the West side of Provo. Many businesses and residents would love to be considered as part of the mobilty solutions for the West side of Provo, to improve connections to vital community resources. Many barriers exist currently with the lack of transportation. We would love to have some transportation options available to help the residents on the West side of Provo. Many business and individuals would use a service if it was affordable and available.*
208	*Safer for everyone*
209	*Safe and better for those that need it for 800 N*
210	*Safer advantage for those with out transportation in W Provo*
211	*Needed in west Provo to Provo College*
212	*West Provo*
213	*Provo College*
214	*Provo College*
215	*W Provo, Provo College*

	COMMENT OR QUESTION:
216	*Provo College*
217	*Provo College*
218	*Provo College*
219	*Students have asked for a bus stop before!*
220	*Students would benefit from bus stop, Provo College.*
221	*Would be great in W Provo*
222	*Provides student transportation that may not have an option*
223	*Would benefit students*
224	*It would be great to Provo College*
225	*Be a huge benefit in W Provo*
226	*W Provo sounds great!*
227	*W Provo is a must!*
228	*Students at Provo College need this.*
229	*Provo College students need it*
230	*Provo College students would greatly benefit.*
231	*Would like a Provo College bus stop*
232	*Good for Provo College students*
233	*Good for Provo College students.*
234	*Good for Provo College Students or commuters.*
235	*Provo College students need it!*
236	*Long commute to Provo College, need bus*
237	*W Provo needs it*
238	*Good for Provo College Students*
239	*Provo College needs it*

	COMMENT OR QUESTION:
240	*Provo College needs it*
241	*Provo College needs it!*
242	*Provo College needs a stop for convenience and gas prices are so high!*
243	*Provo College needs it*
	Provo College needs it!
244	*Provo College needs bus for students to attend class.*
245	*Provo College needs it*
246	*Needed at Provoe College*
247	*Needed in W Provo*
248	*W Provo needs public transportation!*
249	*W Provo needs public transportation!*
250	*W Provo needs public transportation!*
251	*Provo College and W Provo needs public transportation!*
252	*Provo College and W Provo needs public transportation!*
253	*Provo College and W Provo needs public transportation!*
254	*Provo College and W Provo needs public transportation!*
255	*Provo College and W Provo needs public transportation!*
256	*Provo College and W Provo needs public transportation!*
257	*Provo College and W Provo needs public transportation!*
258	*Provo College and W Provo needs public transportation!*
259	*Need help with transportation from Orem to Provo College and work UVH*
260	*800 N route would be beneficial to a lot of people besides me.*
261	*I commute from Ogden to Provo College, this would help greatly.*
262	*Would be nice to have Provo College stop*

	COMMENT OR QUESTION:
263	*Having a bus to Provo College would help save on gas and wear and tear of car*
264	*West Provo buses would be beneficial for those traveling from far away.*
265	*Provo College stop would help not only me, but those around me.*
266	*W Provo buses would help out the community*
267	*Provo College and W Provo needs public transportation!*
268	*Provo College and W Provo needs public transportation!*
269	*Provo College and W Provo needs public transportation!*
270	*Provo College and W Provo needs public transportation!*
271	*Provo College and W Provo needs public transportation!*
272	*Provo College and W Provo needs public transportation!*
273	*Provo College and W Provo needs public transportation!*
274	*Provo College and W Provo needs public transportation!*
275	*It would be nice to have access to public transportation near Provo College*
276	*Provo College and W Provo needs public transportation!*
277	*Provo College and W Provo needs public transportation!*
278	*Hello,* *I'm wondering when/if there are plans for more accessible transport in Saratoga Springs. We don't have a bus route and it takes 25 minutes to even drive to Trax.* *We really need bus service for the city and a way to get to Trax. We have elders who can't/won't drive due to the high amounts of speeders, red light runners and general accidents on Redwood. It's horrible.* *At least if we could get a line to the main shopping areas would help. And schools! Students that live under 1.5 mile of their school do not get bus service.* *Sincerely,* *Patty Brown*
279	*On the Ogden Map for the Five Year Service Plan website I noticed the OGX outline is for the current 603 route through downtown Ogden instead of 23rd Street.*
280	*In the survey related to the Five Year Service Plan it had a field for suggestions for service needs. A possible flex route area could be in the East Layton area. Starting at Clearfield Station to UT-193, UT-193 to Hobbs Creek Drive, Hobbs Creek Drive to Antelope Drive, Antelope Drive to East US-89 Frontage Road, East US-89 Frontage Road to Oak Hills Drive, Oak Hills Drive to Layton Station, Layton IHC Hospital loop.*

	COMMENT OR QUESTION:
281	*Hello,* *Thank you for the comment period on the 5-year plan.* *I really like what is in this plan. Especially the routes that are going to see increased service frequency. I think that is a great direction to head. I am excited for the OGX to come to Ogden and help convert people to public transit.* *One thing that I think should be considered is working with cities and the state to get more bus lanes installed. Busses are often late because of other traffic which is unfortunate but leads people to be frustrated with the bus service. Even though it's the other drivers' fault and not necessarily the bus system. Especially on Main Street/ State Street through Roy to Layton. Is there any way to have one of the travel lanes converted into a bus-only lane? I am sure that would be very helpful to ridership and bus reliability. I know that is a tall task though with getting UDOT to prioritize public transit on their state roads.* *I would love to be more involved in advocating for public transit and UTA. I am not sure what resources UTA currently has for that. Having more resources or a hub for the current resources would be awesome. I really like what the social media team does for the rider of the month.* *Thanks,* *Skyler Fleming*
282	*Where there any changes to the paraitansit services for the new UTA plan?* *From Jaron Carling*
283	*Where in the five-year plan can I find information about the planned UVX stop on 900 East in Provo?* *R. Paul Evans*
284	*According to the online materials from UTA regarding your updated draft plan, I applaud and strongly encourage your plans to restore service to the Salt Lake County Ski Service (Rtes 953, 972, 994). The lack of a bus route from the northern part of the Salt Lake Valley to Alta is outrageous! I had plans to use the bus this season, but the cutbacks made it too inconvenient and difficult.* *This vital service must not only be restored, but serious consideration should be given to improving and innovating the service. A reliable, affordable, eco-friendly and efficient year-round system, with the flexibility to expand as demand increased, would greatly alleviate the traffic issues around the Cottonwood Canyons. Additionally, dispersing ski bus pickup throughout the Salt Lake valley would alleviate chokepoints that the current ski lot structure incurs. With the Cottonwood Canyons traffic at all time highs this ski season, I am very concerned about the toll of thousands of cars on these important watersheds. Also, it is hard for me to understand how the state of Utah openly boasts about its budget surplus, yet it was not able to raise salaries to attract more bus drivers.* *I have encountered a surprising number of traffic jams during the summer, especially during Snowbird's Oktoberfest event, with parked cars crowding SR-210. I'd like to see bus service to the Cottonwood Canyons in the summer, to help serve other recreational users, like hikers, mountain bikers and climbers. Operating year round would be a big benefit to help people understand and navigate the bus system and train riders to ditch their cars and embrace transit. Again, it would be great to minimize the number of cars traveling all year round in our natural and watershed resources.* *Also, where is the voice of the UTA? With all the media surrounding the Utah Department of Transportation's EIS for Little Cottonwood Canyon, it was difficult to see that UTA was not able to promote itself as one of the final choices, i.e. the enhanced bus service. It was difficult to watch UTA stay silent while private interests made the UTA ski bus look dirty and unreliable. The gondola ad campaign made mass transit look very undesirable at the time when the Salt Lake Valley is on the verge of most needing it. For the public to make a truly informed decision, it is unfair that UTA was muzzled and not able to make its own case for enhanced bus service. In spite of the timing of UDOT's Record of Decision, it is not too late for UTA to make its voice heard. Promoting and encouraging bus service is vital to Salt Lake City's anticipated growth and future success.* *As a NYC native, I have experienced the benefits of mass transit in a very populated city. As a past long-time resident of Los Angeles, I have also experienced how being car-centric, with an overabundance of single occupancy vehicles, really hurts the quality of life in a densely populated city. Now that Salt Lake City has become a large metropolitan area, and is quickly becoming a much larger one, now is the time to invest in a more robust transit system. I hope you will continue to find more ways to promote and encourage the use mass transit in Utah.* *Thank you for the opportunity to comment.*

	COMMENT OR QUESTION:
285	*The five plan goals are fantastic, as well as the additional goals including bus stop amenities!* *Two requests/comments specific to my family's public transit experience:* *1. Would love to see an E-W bus on 1300 S connecting to TRAX: west at least to 900 W and east to Liberty park & beyond to Foothill.* *With a slew of city & university amenities in the foothills (NHMU, Red Butte Garden, Hogle Zoo, This is the Place), we need E-W public transport that can connect folks from downtown and the west side of SLC.* *2. If the S-line is not going to see expansion north at least as far as Westminster, my wish for Sugarhouse would be tiny electric shuttles on a loop with parking at the perimeter of the small urban area and no cars allowed within. A girl can dream.* *https://www.govtech.com/fs/study-small-electric-shuttles-ideal-for-last-mile-transit* *Thank you for taking our comments,* *allison drinkwater johnson*
286	*Hello,* *I meant to post a comment on your five-year service plan but apparently it's too long so here goes. I want to preface this by saying that I am grateful for the UTA and for all you do. It's a privilege to ride the train and not be driving on I-15. Especially during inclement weather.* *I recently had a terrible experience. I had parked my car in the Orem station and after the train ride as I was about to ride home I noticed a parking ticket stuck to the windshield for $50 because apparently I "parked outside lines." While it wasn't my best parking, the car was certainly within the two white lines. Mine was the last car before the spaces ended and the sidewalk began so I wasn't blocking anyone else. There was a car already parked next to me on one side and there was no parking space on the other side.* *So I took a picture of my car and talked to one of your employees in Salt Lake Central station who advised me to protest the ticket. His exact words were "$50 would be a steep ticket for me, worth a day's work. If it seems steep and unfair to you, protest it maybe?" Somehow the ticket was made out to my husband when he wasn't the one driving, and the car has both of our names on the title.* *While talking to UTA police it was clear that they want to make the process of "protesting" a ticket as hard as they can for folks, especially folks that work for a living and are on a schedule. They refused to change the name on the parking ticket, and they treated us dismissively with a reassurance that they're "not going to handcuff us and arrest us for a parking ticket." If they treat my husband and I, two college professors that dismissively (we're both BIPOC), I wonder how they treat the poor and the unsheltered folks that come to them for help? We decided to pay the fine and not waste further time.* *The point of this story is, while your current routes and initiatives sound good, what steps are you taking to prevent needless criminalization of folks by the UTA police? When they give out unfair gratuitous tickets (not to the giant trucks that spill out of all parking spaces most likely) making it hard for folks to resist/protest? What are you planning to do about UTA police checking tickets and misbehaving with folks, those that don't have tickets, those that didn't "tap correctly," folks whose faces the police don't happen to like? With increasing police presence on stations, with sniffer dogs and weapons, you are certainly disincentivizing my train rides. I am an upstanding citizen who is now afraid of unpleasant police encounters, a reality us BIPOC are all too familiar with. I am sure ticket checks are necessary, but they also open up opportunities for police overreach. Traffic safety is critical, but not wrong tickets issued to wrong drivers, those that weren't even driving. How exactly are you going to deal with this beyond the excuse of "that is the police, we are the UTA?" What do you think?* *Thanks,* *Dr. Debjani Chakravarty.*

	COMMENT OR QUESTION:
287	*Hi UTA community!* *I currently live in Springville Utah, and I was looking at the plans for the future and noticed you were going to move my bus stop 400e/175s to Main Street, and I can totally see why that idea is appealing in theory. But I really hope you guys keep the stops on the side streets like mine. The bus stop I use is already a 15-minute walk from where I live, and moving it to Main Street would make my walk even longer.* *Plus Main Street is just not a very pedestrian friendly street, surprisingly. (It's not a bustling Main Street, so I've found that drivers aren't watching for pedestrians. I've almost been hit in a cross walk when it was my turn to go, SO many times.) I like having the bus stops on the less busy side streets. It makes them more accessible to me, and it feels safer. Plus, it's closer to home and I have a condition that makes it so I don't have much energy to walk far.* *I know one opinion doesn't count for much, but I rely on the bus a lot and sometimes it feels like people who don't actually rely on the bus systems are the ones who plan them. I hope we can keeps our stops over there* *Thank you for your time, and for listening! I hope you have a great evening* *-Danielle*
288	*Hello,* *I am very excited for the new 823 bus route and its connectivity! However, I'd like to request that the bus NOT be rerouted from Springville's 400 East to Main Street. I recently moved to Salt Lake but for years I commuted to BYU from my home in east Springville and moving the bus to Main Street would put the bus stop out of reach for my family who still lives in Springville (our most used stop is the one 400 North and 400 East). Thank you for your consideration!* *Kimberly Sears*

APPENDIX

	COMMENT OR QUESTION:
289	*Hey Team!* *(I apologize for the length of this email).* *I'm excited for the changes planned for my part of the network—especially for the proposed Route 823 running through Springville. A bus line running east-west along 400 S out toward Walmart will be super useful!* *However, I'm really embarrassed that I didn't notice until *today* that your draft plan shows the bus route being moved from 400 E in Springville to Main Street (U.S. 89) in Springville. I'm not sure how I missed this when looking at your website previously. This is a change that sounds good at first (who doesn't want transit on their Main Street?) but I think it significantly reduces the walkshed and utility of the route.* *I spent all evening measuring walking distances and counting doorways. By my count (measuring half a mile from where I estimate bus stops would be located) moving the route to Main Street would add 116 homes (and no businesses) to the half-mile/ten-minute coverage area. Unfortunately, it would also *remove* 932 homes (plus at least 17 businesses) from the coverage area.* *Attached is a map showing the 400 N–400 E–400 S walkshed in green, the Main Street walkshed in blue, and the overlapping areas in teal (I apologize I didn't think to make it more colorblind-friendly).* *I should also admit that moving the route to Main Street will directly affect me. My wife and I live car-free and when looking for a house we intentionally selected one within walking distance of a bus stop. We are exactly half-mile away and the realignment would make us one mile away.* *I also have a number of transit-pilled, car-lite friends and family in town who will be removed from the coverage area if the route is moved to Main Street. When I belatedly discovered the change I alerted all of them, so if you receive a small barrage of emails that might be why. I hope you don't brush them off.* *But I'm not trying to be selfish in my advocacy. I do think Main Street would be a bad alignment, and I suspect the proposed move was at least partly misinformed.* *I've been in a number of local discussions where friends involved in city government have raised this idea based on the as-far-as-I-can-discover erroneous idea that the bus used to run even further to the east. They say it was shifted west as the center of population in Springville shifted, and should therefore be shifted westward again as the city grows on the west side. But as you can see in the attached map, a westward shift does not increase transit access because the Union Pacific railroad tracks act as a barrier.* *In fact, the 823 continuing west along 400 S puts most of the homes on the west side into the coverage area anyway.* *Some city leaders and folks in town also think transit on Main Street will allow them to eat their cake and have it too. That is, they're afraid of the boogeyman density and they hope transit will magically make downtown Springville into a thriving urban place without needing to change the land-use ordinances.* *I hope that doesn't sound mean-spirited. I know they have good intentions.* *The idea of transit on Main Street is an attractive one, and it will be needed someday if our city leaders ever allow the downtown to thicken up. But right now there's little density near Springville's downtown, and all those businesses and destinations are technically within the walkshed already.* *If there is strong pressure to have stops closer to Springville's downtown, perhaps 200 E would be a good compromise north-south route that still keeps more homes within the coverage area?* *If you have time, I would be happy to chat about this. I know you're already finalizing draft comments, so thank you for taking my (very long) comment into consideration!* *Your Fan and Neighbor,* *Logan Millsap* *UTA Community Advisory Committee Member* *(801) 372-0037*
290	*My name is Natalie Marvin, I have lived in springville my entire life. Iam very excited for the transit plan for sprinville. I want to implore that you DON'T move the bus route from 400 E to Main Street. 4th east is closer to all my family's homes and is a quieter street/halfway point.*

	COMMENT OR QUESTION:
291	*I'm very excited for more transit in Springville. I've lived here most of my life and the 823 is desperately wanted and needed. I appreciate all the work you're putting in to get it done.* *I would like to request that you don't move the bus route from 400N, 400E, and 400S to just run down Main Street. I use transit exclusively and most of my family and friends live up above Main Street. It's already difficult to visit them. Main Street had some nearby neighborhoods, but is largely dominated by businesses. A large number of the actual residents of Springville are located closer to the mountain. Even going up a few blocks makes all the difference and would benefit me and many I know greatly. Thank you!*
292	*Hello,* *I am writing regarding the new plan for buses. I'd like to input that I am excited for the 823, I think it's a great addition!* *BUT I ask that you do NOT to move the bus route from 400 N–400 E–400 S to Main Street. I and my children ride transit nearly every day and this move would put our home out of walking distance from a bus line. Moving the bus line to Main Street adds only 116 homes into transit line walkable access — but it *removes* over 900 homes from walkable access! Please leave the bus running on 400 E.* *Thank you for your consideration,* *Denice Gale* *1300 E Center Street* *Springville, Utah*
293	*Dear UTA,* *Thank you for your hard work every day, and I really appreciate for your dedicated services. I looked your Five-Year Service Plan. It's a great and I hope people, not only Utahn but also visitors/travelers will use UTA more frequently.* *I have one question although I might miss it in your Five-Year Service Plan, or it might be included in improved amenities. Is it possible to have the rest room in central station? It used to be in the north side of greyhound station building, but now this building is locked at nighttime. As far as know, no rest room around the station. I am working at U and using #2 and FrontRunner to Odgen. Sometimes, especially winter season, it's hard to wait half an hour at the station without rest room. I understand it would be very difficult due to the maintenance and security reason. Five-Year service Plan might be able to resolve this issue, i.e., improved frequency, on-time reliability, and connections to other UTA services would allow us to wait less time and not necessary to use the rest room at the station. When I used the rest room long time ago in greyhound station building at nighttime, I still remember I was scared, however, it was good for me at that moment, and I believe that it would be better and more convenient to have the rest room at the station in safe condition. I really appreciate it if you could consider it and thank you again for your services.* *Best,* *yasuhiro*

COMMENT OR QUESTION:	
294	*I wanted to share my experience with the uta.* *I live in Provo, and have used the front runner several times. I enjoy taking the front runner, because it's better for the environment, it's a better view, and I can multitask while I commute. The down sides with the front runner, is if you miss your train, even by just a few minutes, then you have to wait an hour for the next one. This is a really big drawback.* *One of the most valuable reasons for using the front runner is to get to the airport. However, my experience trying this out was incredibly stressful. On the way to my flight I missed the train and had to wait for the next one, and because the connecting trax train wasn't timed well to transfer to to the airport, I ended up having to take a cab from salt lake central station to make my flight.* *On my returning flight I planned to take the public transport home again. This time, I had the same problem, the trax leaving the airport got me to the front runner station minutes after it had just left. I then had to wait for an hour in the dark and cold for the next front runner train. After a flight and just wanting to get home this was miserable. If the trax had left the airport just minutes earlier and coordinated with the timing of the front runner I wouldn't have been in the predicament.* *I wish there was a trax that ran express (just airport to front runner) and coordinated the timing between them.* *(Really my pie in the sky dream would be able to not have to make the transfer at all, if there were an airport front runner that branched off at mid vale, stopped in Taylorsville, West Valley, and Glendale and then directly to the airport and connected back into the front runner line in North Salt lake.)* *But before that I know priority is getting the front runner to have more stops per hour, I would love if it could run every fifteen minutes one day. And please please figure something out to help us utilize the front runner to get to the SLC airport smoothly.* *Thanks so much* *Naomi*

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APPENDIX 3. TRANSIT NEEDS SURVEY SUMMARY

APPENDIX


2023-2027
FIVE-YEAR SERVICE PLAN
Community Survey Results
UTA

APPENDIX


Overview
3,224 total responses
Survey translated into English and Spanish
Getting the word out
Email blasts reached over 400 people
Social media campaign reached over 3,500 people
Advertised on UTA app
Peak Response Date: October 27, 2022
605 responses received that day (19% of total)
UTA IS PLANNING FOR THE FUTURE OF TRANSIT SERVICE IN UTAH
YOU PLAY AN IMPORTANT ROLE
UTA ESTÁ PLANIFICANDO EL SERVICIO DE TRÁNSITO A FUTURO DE UTAH
Responses
700
600
500
400
300
200
100
0
9/27/22
10/4/22
10/11/22
10/18/22
10/25/22
11/1/22
11/8/22
11/15/22
11/22/22
11/29/22
www.rideuta.com/fysp
UTA

APPENDIX


Key Themes
RIDERSHIP AT-A-GLANCE
MAJORITY OF RESPONDENTS (75%) RIDE TRANSIT
•Most ride because it's economical, good for the community/environment, and they don't have to deal with parking
MOST COMMON REASONS WHY RESPONDENTS DON'T RIDE
•Transit is inconvenient
•Doesn't go where they want to go, or transit isn't easy to get to
EXPANDING COVERAGE & SERVICE
•Southwest Salt Lake County (Riverton/Herriman/Bluffdale)
•West Salt Lake County
•Utah County
•Underserved communities
OVERALL IMPROVEMENTS TO FREQUENCY, RELIABILITY, & TRAVEL TIMES
•Also transit stop/station improvements, more partnerships, and faster transition to renewable energy sources
•Free fare
ADDING SERVICE
•Earlier morning and later night service
•More weekend service, esp. on Sundays
SAFETY & SECURITY CONCERNS
•Additional security on all modes of transit
•Visible enforcement of UTA policies
•Lighting, cameras, patrols
•Safety at Park & Ride lots
ADA & OTHER ACCESSIBILITY CONCERNS
•More ADA-accessible bus stops
•Upkeep & maintenance of existing ADA facilities
•More considerations for aging population
TECHNOLOGY & TICKETING
•Make purchasing tickets faster & intuitive
•Add more payment options (tap credit card, Apple Pay, Google Wallet, etc.)
•Accurate, live GPS, incl., updates with detours, construction, etc.
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APPENDIX

Guiding Framework



SYSTEM-WIDE PLANNING

This plan maximizes regional connectivity by emphasizing links between modes and geographic areas.



ALL-DAY SERVICE

More service means more transit available when you need it.



CORE ROUTE NETWORK

A connected network of high-frequency core routes is designed for convenience and efficiency.



EXPANDED HOURS

Earlier and later trips means additional options for a ride home – even if your work, entertainment, or shopping runs late.



TRANSIT EQUITY

Expand access to opportunities through transit



INNOVATIVE SOLUTIONS & NEW TECHNOLOGIES

Innovative transportation zones create opportunities for mobility and connection in areas less amenable to traditional public transit.



SERVICE CHOICES

Working with input from the communities we serve, this plan seeks opportunities to increase frequency and ridership while providing options in coverage areas.



THE PATH AHEAD FOR FUTURE PROJECTS

Exciting new services are coming, and this plan is a step toward them.

www.rideuta.com/fysp

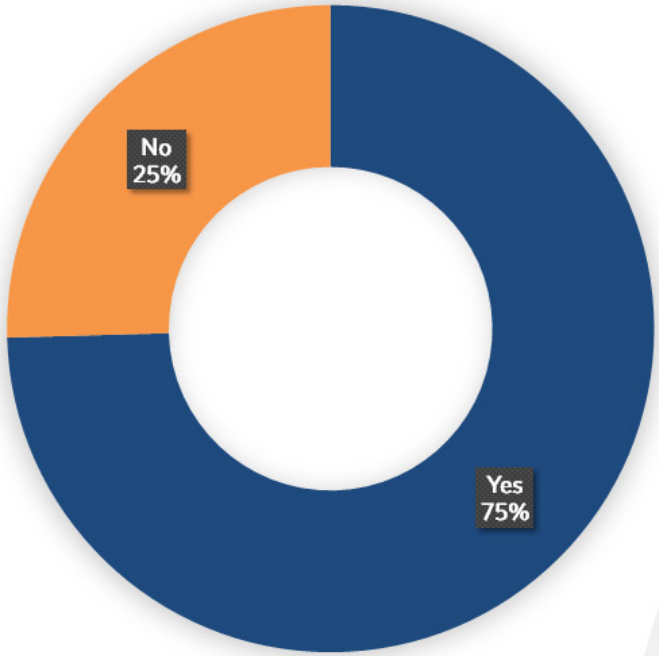
APPENDIX



APPENDIX

MAIN QUESTION

Have you or do you currently ride transit?



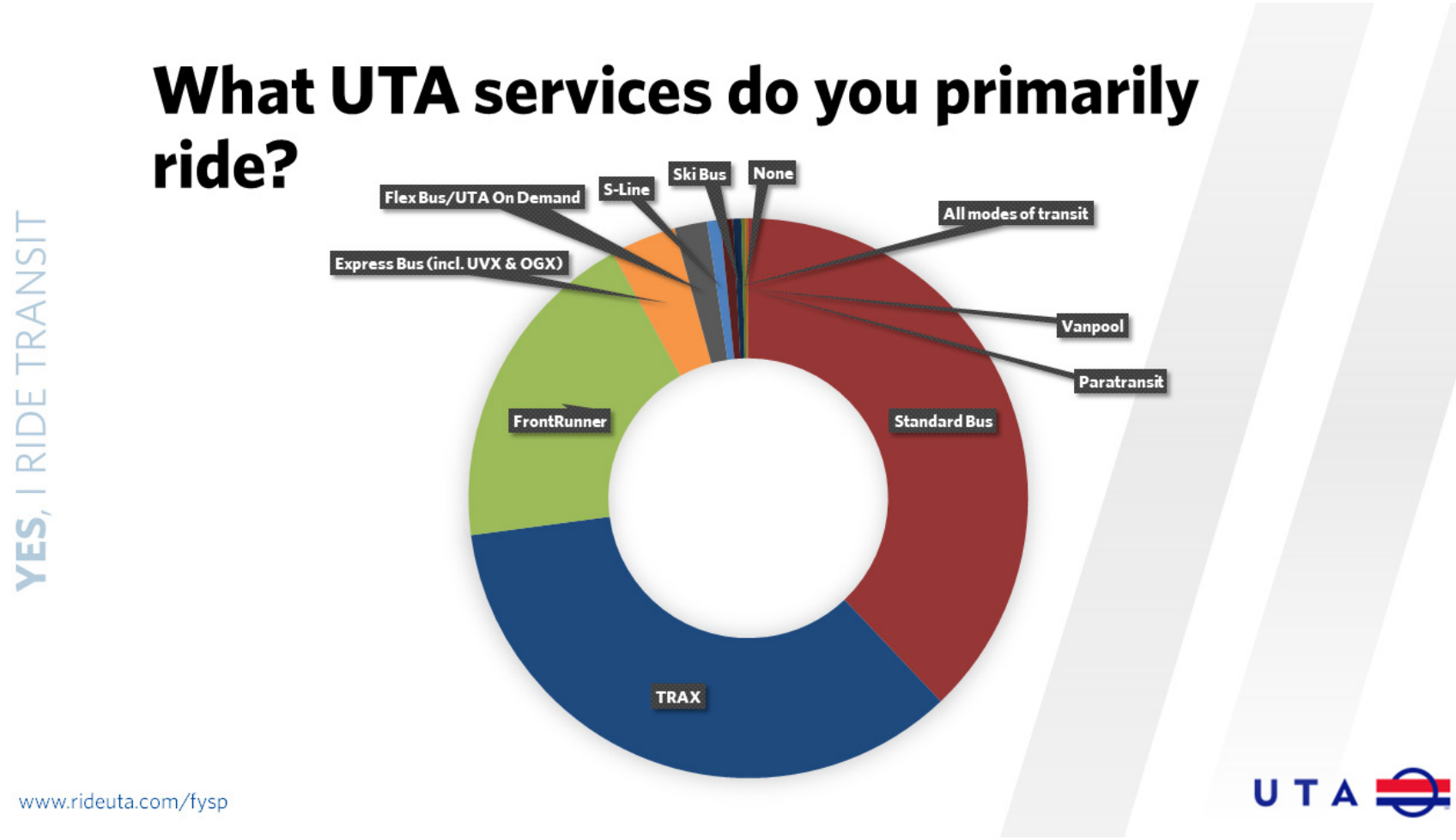
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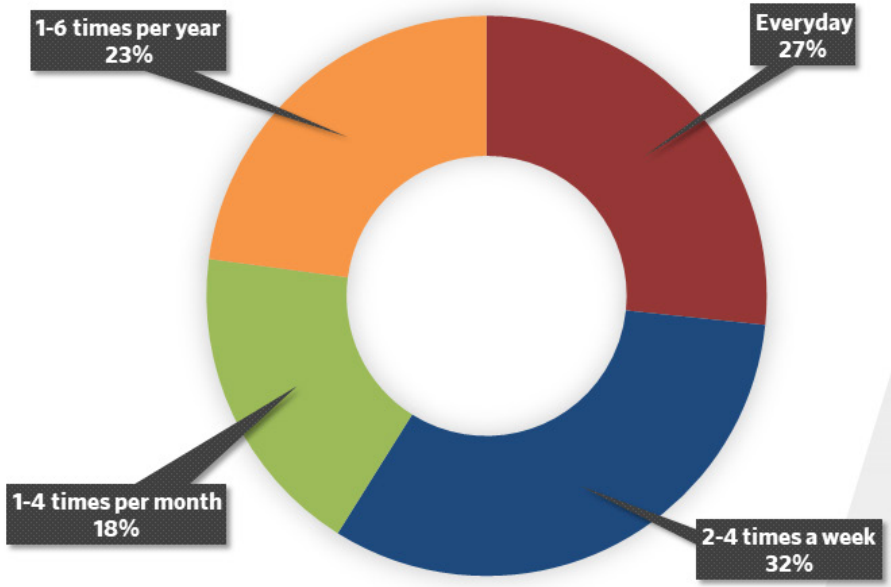
APPENDIX


What UTA services do you primarily ride?
YES, I RIDE TRANSIT
Flex Bus/UTA On Demand
S-Line
Ski Bus
None
All modes of transit
Express Bus (incl. UVX & OGX)
Vanpool
Paratransit
FrontRunner
Standard Bus
TRAX
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APPENDIX

YES, I RIDE TRANSIT

How Often do you ride?



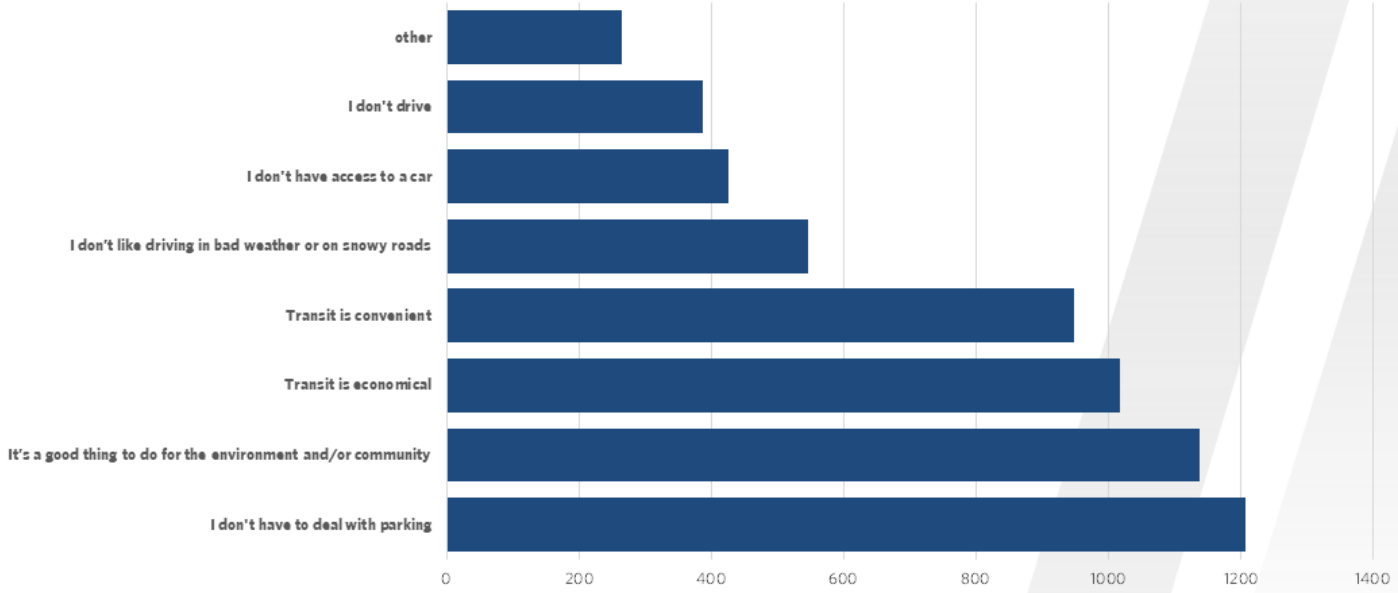
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What are the reasons you ride?

YES, I RIDE TRANSIT

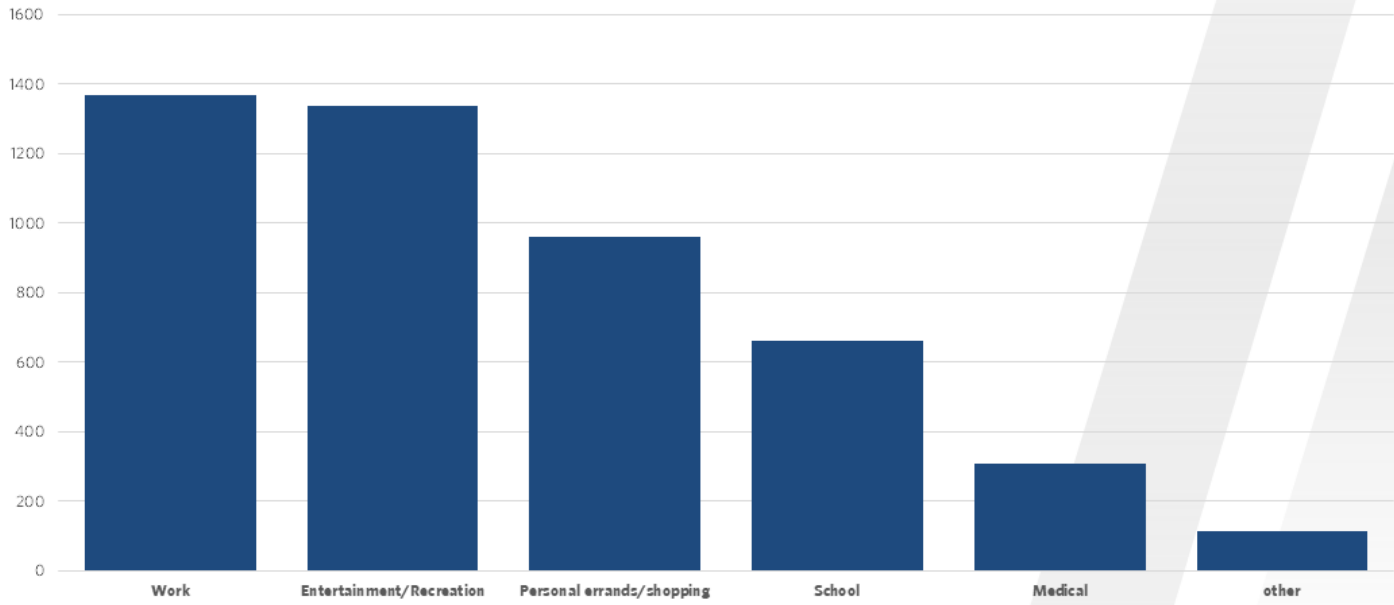


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APPENDIX

YES, I RIDE TRANSIT

When you ride what is your trip purpose?



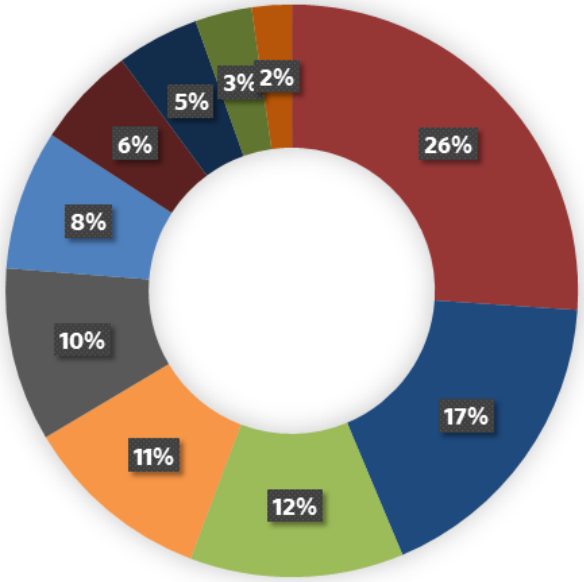
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YES, I RIDE TRANSIT

How would you prioritize the following potential future improvements to UTA Transit that would encourage you to ride more often or improve your riding experience?



- Increase transit frequency (more buses and/or trains per hour)
- Expand coverage to connect to more jobs, services, and neighborhoods
- Add more weekend service, including Sunday service
- Add later evening service
- Better walking and biking connections between transit stops and nearby destinations
- Add more high-capacity transit
- Provide more connections betwee
- other
- Add earlier morning service
- Make transit routes faster/shorter travel time between regional destinations

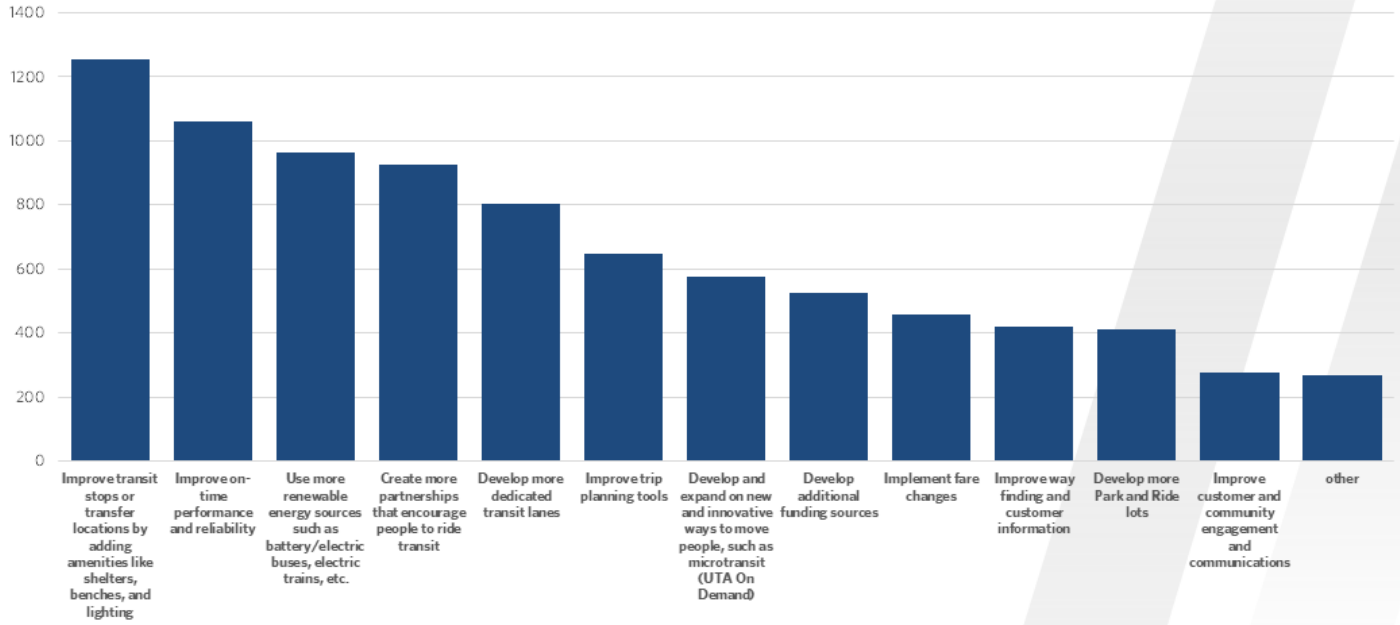
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APPENDIX

YES, I RIDE TRANSIT

Besides service improvements, how would you prioritize other improvements to the UTA transit operations and organization?



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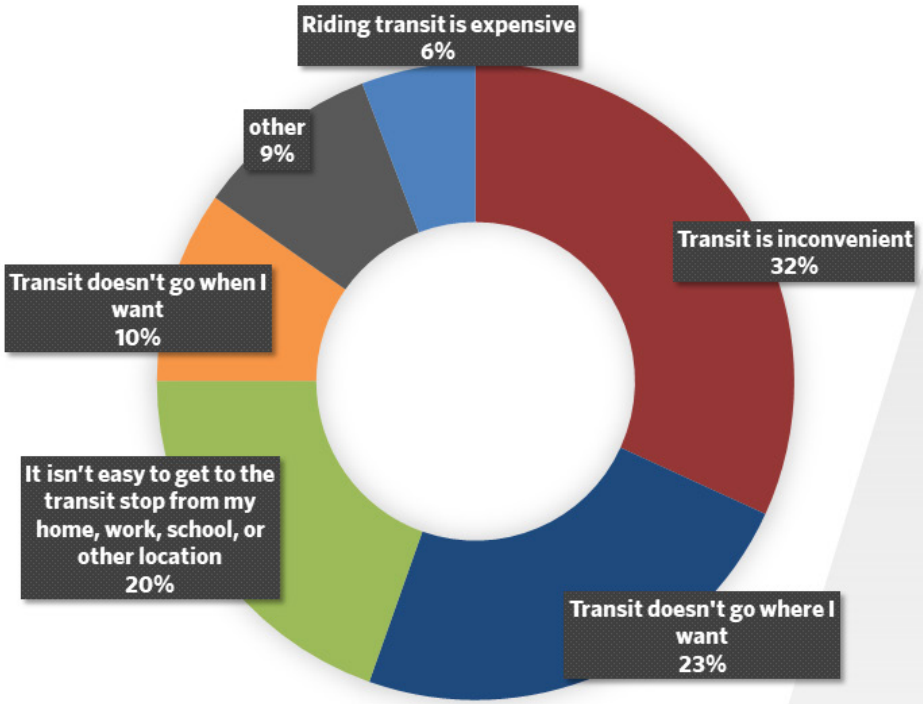
APPENDIX



APPENDIX

NO, I DON'T RIDE TRANSIT

Why don't you ride?

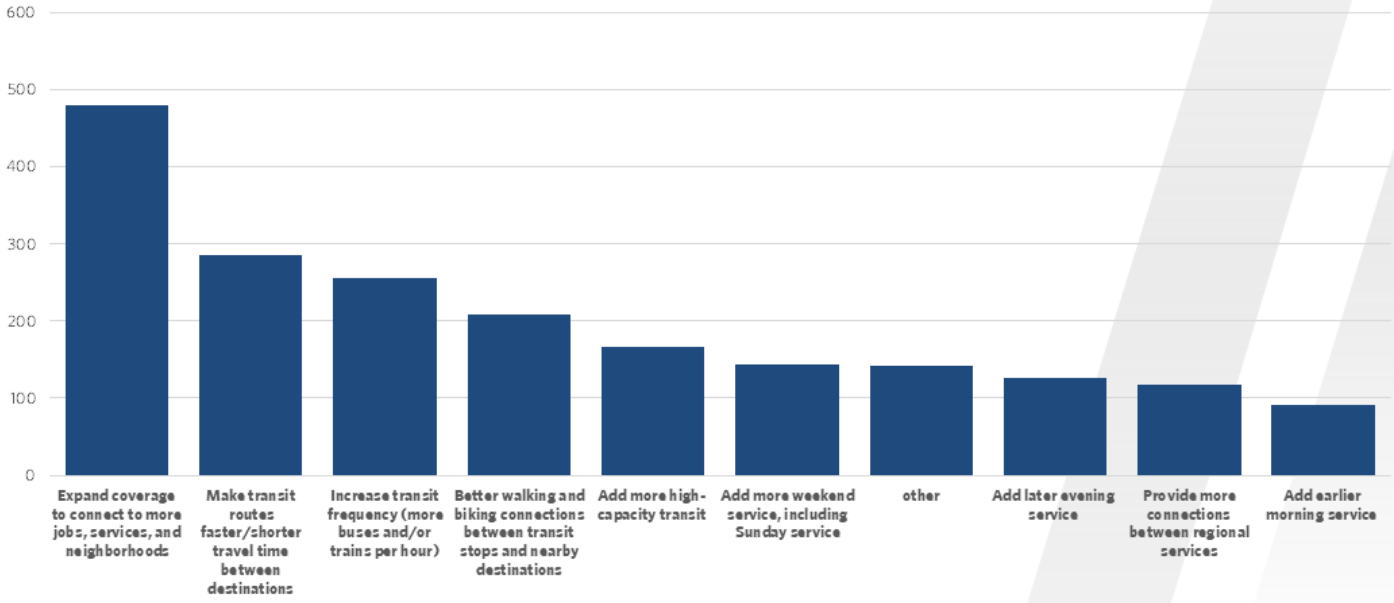


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APPENDIX

NO, I DON'T RIDE TRANSIT

How would you prioritize future UTA transit service improvements that would encourage you to try riding?



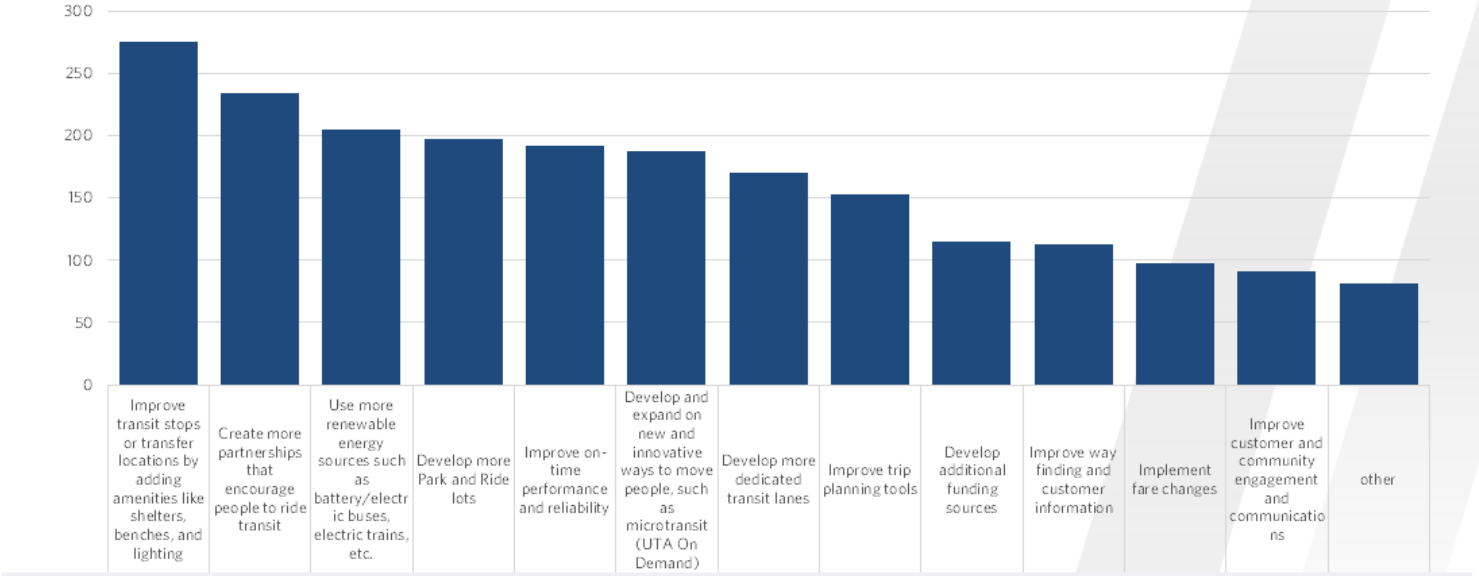
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APPENDIX

NO, I DON'T RIDE TRANSIT

Besides route service improvements, how would you prioritize other improvements to the UTA transit operations and organization?



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APPENDIX

NO, I DON'T RIDE TRANSIT

What areas or locations (new or existing) should be considered for UTA service?

Bold: top mentioned places by respondents

- **Southwest Salt Lake County**
- **Salt Lake's West Side**
- **West Bench**
- **Riverton**
- **Herriman**
- **Bluffdale**
- **North Salt Lake**
- **Tooele/Stansbury**
- anywhere
- apartments
- Benjamin
- Big & Little Cottonwood Canyon
- car-dependent areas
- Cache County
- Cottonwood Heights
- Davis
- Daybreak
- downtown
- Draper
- Fairpark
- Fort Union
- Glendale
- Grantsville
- grocery stores
- Heber
- Hill AFB
- Holladay
- industrial/employment areas
- Kearns
- LDS temples
- libraries
- Millcreek
- Murray
- Ogden
- Orem
- Payson
- Popular Grove
- Populated areas
- Provo
- Redwood
- residential areas/suburbs/neighborhoods
- Rose Park
- Salem
- Salt Lake
- Sandy
- Schools & universities
- Sego Lily Dr
- Shops
- SLC Airport
- small towns & outskirts
- Spanish Fork
- Springville
- St George/Cedar City
- Sugar House
- trailheads
- USANA Amphitheater
- Utah County

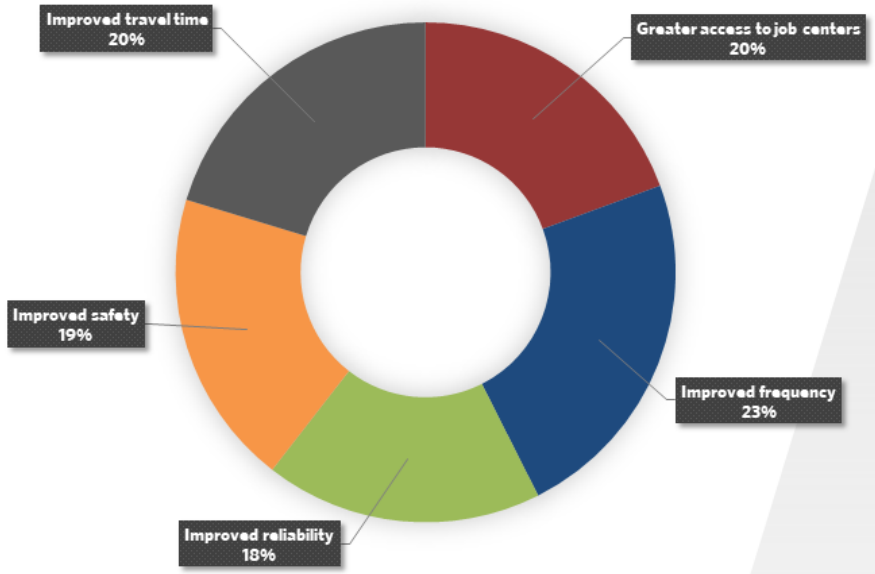
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NO, I DON'T RIDE TRANSIT

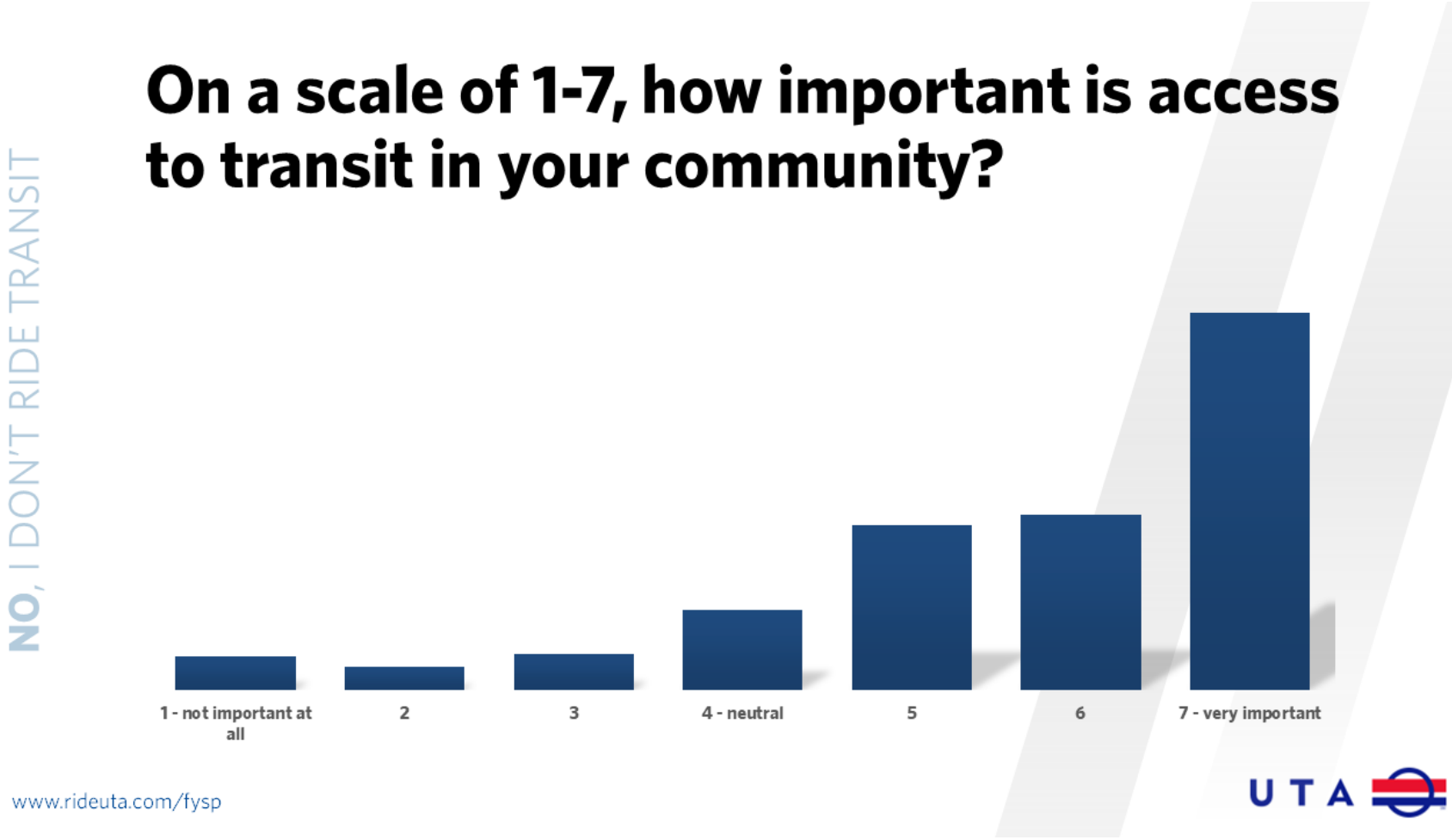
What do you value most in transit service?



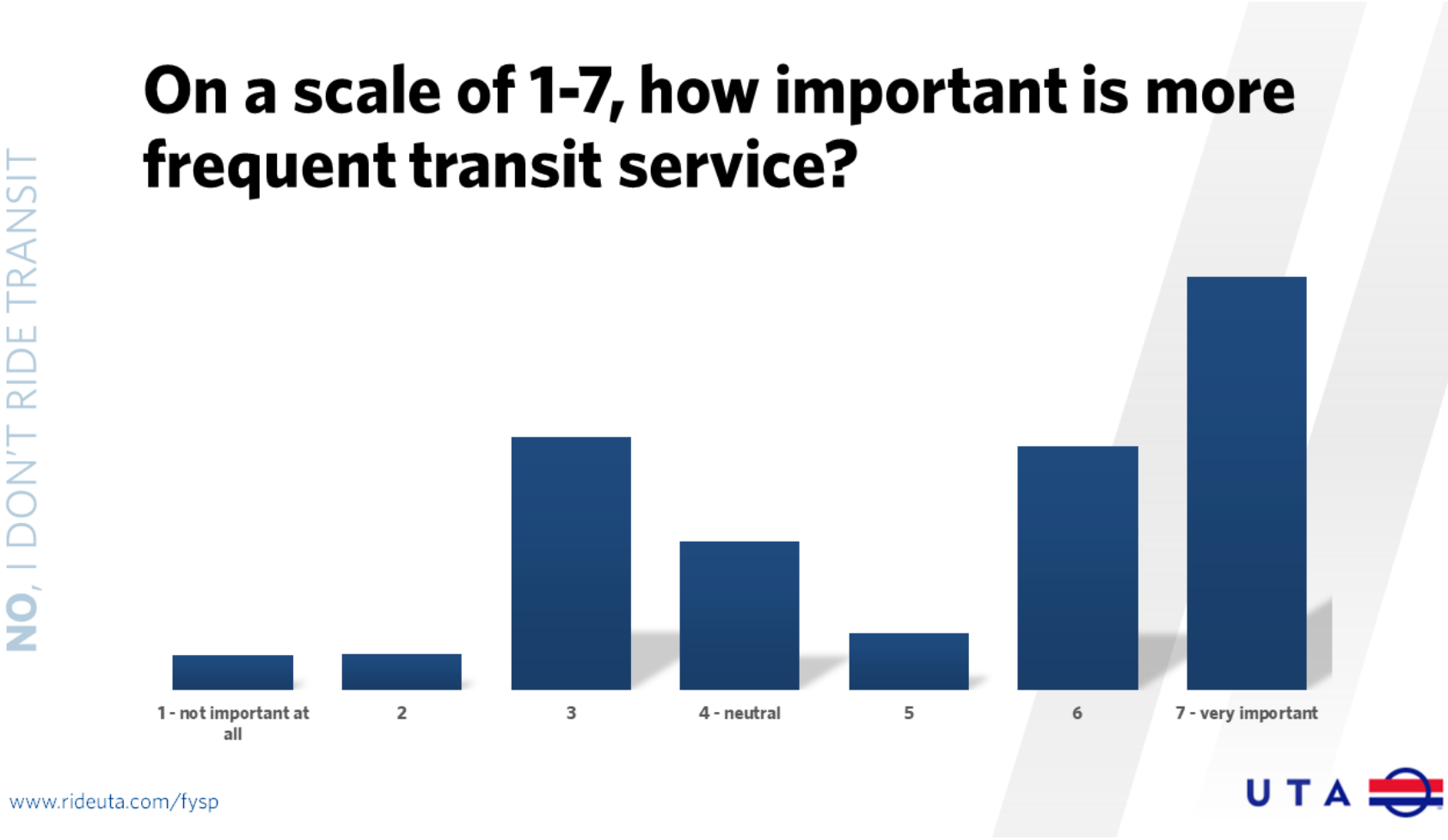
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APPENDIX


On a scale of 1-7, how important is access to transit in your community?
NO, I DON'T RIDE TRANSIT
1 - not important at all
2
3
4 - neutral
5
6
7 - very important
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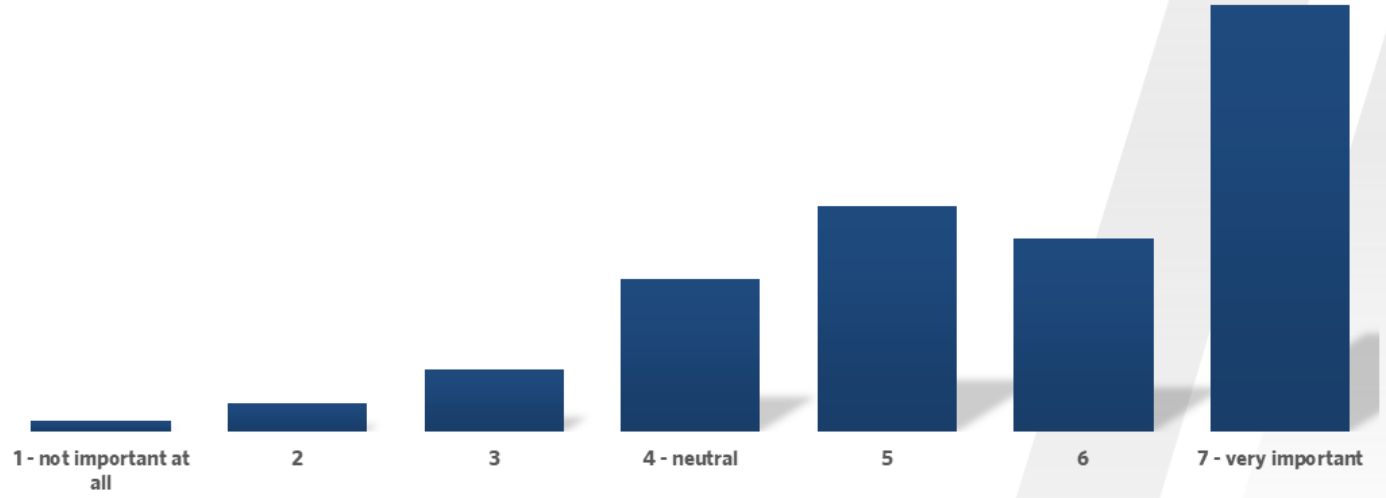
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On a scale of 1-7, how important is more frequent transit service?
NO, I DON'T RIDE TRANSIT
1 - not important at all
2
3
4 - neutral
5
6
7 - very important
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UTA

APPENDIX

NO, I DON'T RIDE TRANSIT

On a scale of 1-7, how important is wider coverage of transit service to reach more neighborhoods but less frequent.



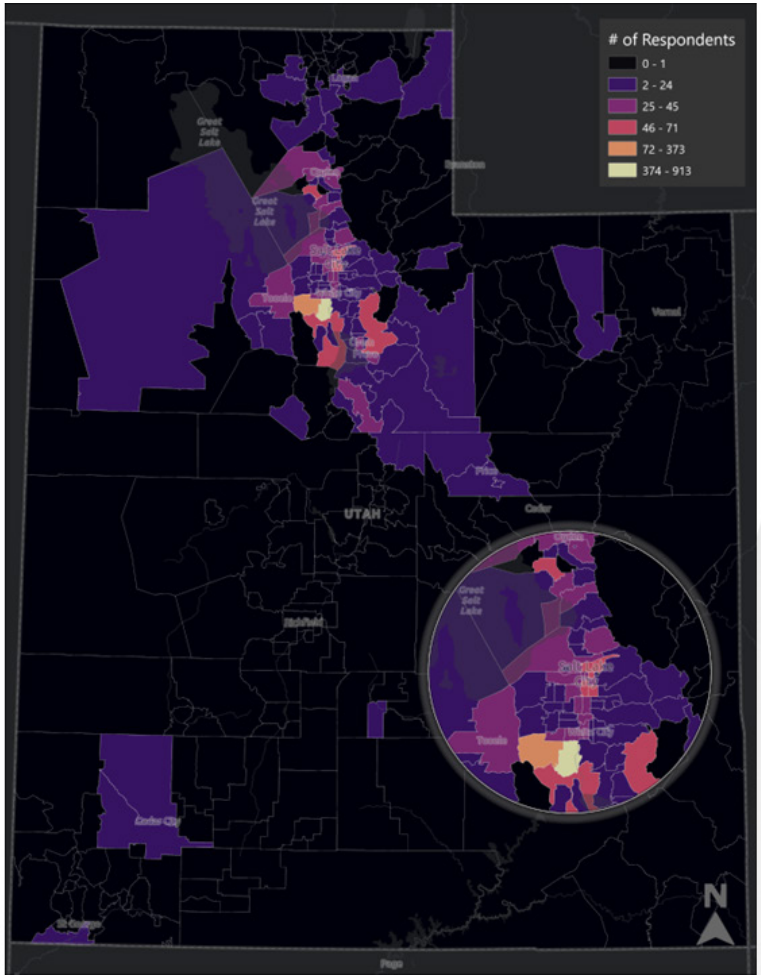
www.rideuta.com/fysp

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APPENDIX

ALL RESPONDENTS

What is your zip code?



www.rideuta.com/fysp

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APPENDIX 4. ANALYTICS & SOCIAL MEDIA TAG PERFORMANCE

APPENDIX

Analytics | Utah Transit Authority
Raw Data

Go to report

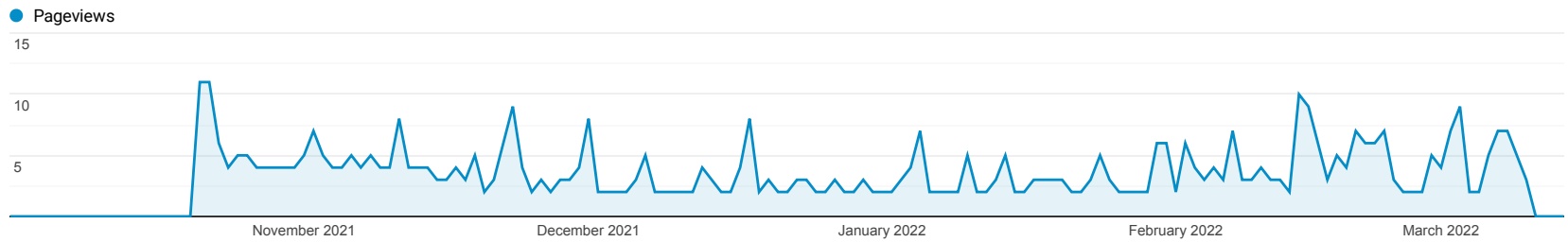
Pages

ALL » PAGE: /About-UTA/Current-Projects/Five-Year-Service-Plan

Oct 1, 2021 - Mar 14, 2022

All Users
0.01% Pageviews

Explorer



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	545 % of Total: 0.01% (6,856,633)	488 % of Total: 0.01% (5,090,075)	00:00:12 Avg for View: 00:01:52 (-89.70%)	35 % of Total: 0.00% (2,635,193)	88.57% Avg for View: 54.36% (62.93%)	12.48% Avg for View: 38.43% (-67.54%)	$0.00 % of Total: 0.00% ($0.00)
1. /About-UTA/Current-Projects/Five-Year-Service-Plan	545 (100.00%)	488 (100.00%)	00:00:12	35 (100.00%)	88.57%	12.48%	$0.00 (0.00%)

Rows 1 - 1 of 1

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APPENDIX

Analytics | Utah Transit Authority
Raw Data

Go to report

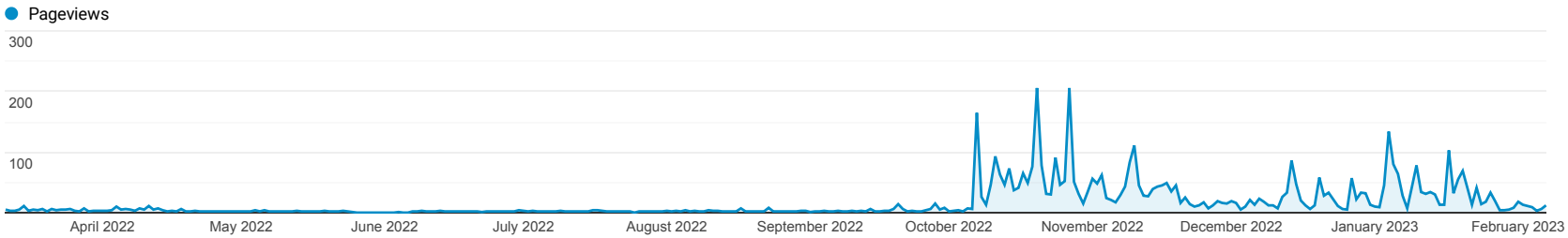
Pages

ALL » PAGE: /Current-Projects/Five-Year-Service-Plan

Mar 11, 2022 - Feb 7, 2023

All Users
0.03% Pageviews

Explorer



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	5,190 % of Total: 0.03% (16,615,062)	**4,525** % of Total: 0.04% (12,343,100)	**00:02:16** Avg for View: 00:02:02 (11.05%)	**2,718** % of Total: 0.04% (6,773,733)	**81.20%** Avg for View: 57.33% (41.63%)	**58.54%** Avg for View: 40.77% (43.58%)	**$0.00** % of Total: 0.00% ($0.00)
1. /Current-Projects/Five-Year-Service-Plan	**5,190** (100.00%)	4,525 (100.00%)	00:02:16	2,718 (100.00%)	81.20%	58.54%	$0.00 (0.00%)

Rows 1 - 1 of 1

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APPENDIX

sproutsocial

Included in this Report

@RideUTA
Utah Transit Authority - UTA
rideuta
Utah Transit Authority



Tag Performance

October 1, 2022 – January 31, 2023

Monitor trends and analyze performance of your tagged messages

APPENDIX

sproutsocial

Volume Summary

View the volume for tagged published posts, sent messages, and received messages during the publishing period.

Tagged Published Posts
24 ↗—

Published Post Performance Summary

View your key aggregated tag performance metrics from the publishing period.

Impressions	Engagements	Engagement Rate (per Impression)
75,392 —	**3,465** —	**4.6%** —

Post Link Clicks
993 —

sproutsocial

Top Posts

View the top tagged published posts from the publishing period.

Descending by Lifetime Engagements

Utah Transit A...
Thu 11/10/2022 9:03 a...

The Five-Year Service Plan Survey closes in ten days, and we want to get your input....



Total Engagements	1,096
Reactions	72
Comments	58
Shares	24
Post Link Clicks	294
Other Post Clicks	648

@RideUTA
Thu 10/20/2022 9:04 a...

UTA needs your input! We're developing a Five-Year Service Plan to guide how transit...



Total Engagements	339
Likes	37
@Replies	2
Retweets	25
Post Link Clicks	179
Other Post Clicks	96
Other Engagements	0

@RideUTA
Fri 10/7/2022 3:55 pm CDT

We're kicking off our Five-Year Service Plan and we want your feedback. This plan will guid...



Total Engagements	215
Likes	19
@Replies	7
Retweets	9
Post Link Clicks	78
Other Post Clicks	102
Other Engagements	0

APPENDIX

sproutsocial

Top Posts

View the top tagged published posts from the publishing period.

Descending by Lifetime Engagements

Utah Transit A...
Tue 1/10/2023 8:02 am ...

We update our Five-Year Service Plan every two years to meet the changing...



Total Engagements	**194**
Reactions	12
Comments	10
Shares	9
Post Link Clicks	39
Other Post Clicks	124

Utah Transit A...
Fri 10/7/2022 3:55 pm CDT

We're kicking off our Five-Year Service Plan and we want your feedback. This plan will guid...



Total Engagements	**158**
Reactions	16
Comments	7
Shares	8
Post Link Clicks	79
Other Post Clicks	48

rideuta
Thu 10/20/2022 9:01 a...

UTA needs your input! We are developing a Five-Year Service Plan to guide how transit...



Total Engagements	**151**
Likes	144
Comments	3
Saves	4

sproutsocial

Top Posts

View the top tagged published posts from the publishing period.

Descending by Lifetime Engagements

rideuta
Fri 10/7/2022 3:55 pm CDT

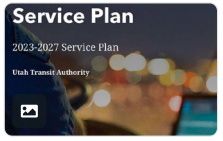
We're kicking off our Five-Year Service Plan and we want your feedback. This plan will guid...



Total Engagements	**121**
Likes	104
Comments	6
Saves	11

Utah Transit A...
Tue 12/13/2022 11:30 p...

Our Five Year Service Plan is ready for your review and open for comment! To help...



Total Engagements	**112**
Reactions	12
Comments	2
Shares	4
Post Link Clicks	37
Other Post Clicks	57

@RideUTA
Wed 1/4/2023 11:45 am...

You can play an important role in determining future transit needs. UTA's Five-Year Servi...



Total Engagements	**104**
Likes	8
@Replies	4
Retweets	4
Post Link Clicks	58
Other Post Clicks	30
Other Engagements	0

APPENDIX

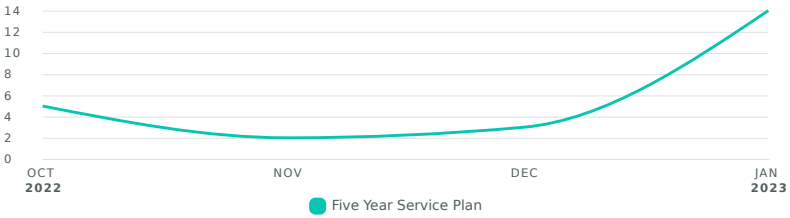
sproutsocial

Tag Performance | 7 of 11

Published Post & Sent Message Volume

View the volume of your tagged published posts and sent messages based on published date.

Lifetime Published Post Volume, by Month



Outbound Volume, by Tag	Post Totals	Post % Change
Total Volume	24	↗—

sproutsocial

Tag Performance | 6 of 11

Top Posts

View the top tagged published posts from the publishing period.

Descending by Lifetime Engagements

rideuta
Tue 12/13/2022 11:10 p…

Our Five Year Service Plan is ready for your review and open for comment! To help…



Total Engagements	**103**
Likes	**97**
Comments	**0**
Saves	**6**

Utah Transit A…
Fri 1/20/2023 11:05 am …

The public comment period for our Five Year Service Plan wraps up on Monday. Take a…



Total Engagements	**96**
Reactions	**10**
Comments	**4**
Shares	**1**
Post Link Clicks	**9**
Other Post Clicks	**72**

Utah Transit A…
Thu 1/19/2023 10:03 a…

Our 45-day comment period for our Five-Year Service Plan is about to close. We'll be…



Total Engagements	**92**
Reactions	**11**
Comments	**5**
Shares	**5**
Post Link Clicks	**25**
Other Post Clicks	**46**

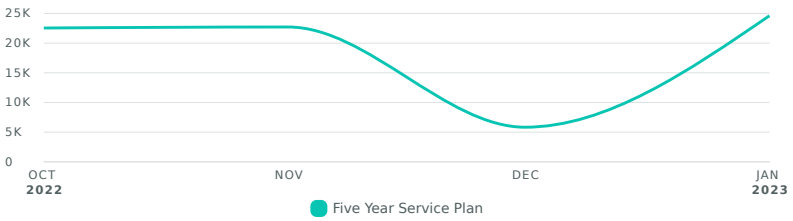
APPENDIX

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Published Post Impressions

View the impressions on your tagged posts based on published date.

Lifetime Published Post Impressions, by Month



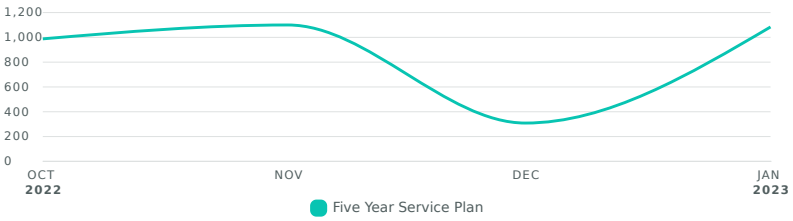
Published Post Impressions, by Tag	Totals	% Change
Total Impressions	**75,392**	—

sproutsocial

Published Post Engagements

View the engagements on your tagged posts based on published date.

Lifetime Published Post Engagements, by Month



Lifetime Published Post Engagements, by Tag	Totals	% Change
Total Engagements	**3,465**	—

APPENDIX

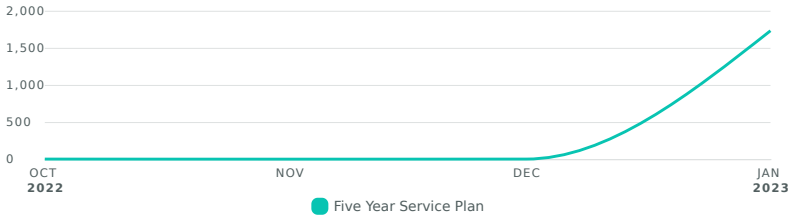
sproutsocial

Tag Performance | 10 of 11

Published Post Video Views

View the video views on your tagged posts based on published date.

Lifetime Published Post Video Views, by Month



Lifetime Published Post Video Views, by Tag	Totals	% Change
Total Video Views	**1,733**	—

sproutsocial

Tag Performance | 11 of 11

Tag Performance

Review your aggregate tag metrics from the publishing period.

Tags Aggregate

Tags	Tagged Published Posts	Impressions	Average Reach per Post	Video Views	Engagements	Engagement Rate (per Impression)
Publishing Period Oct 1, 2022 – Jan 31, 2023	**24** ↗ —	**75,392** —	**3,049.71** —	**1,733** —	**3,465** —	**4.6%** —
Compare To May 31, 2022 – Sep 30, 2022	**0**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Five Year Service Plan	24	75,392	3,049.71	1,733	3,465	4.6%

UTA

2023 - 2027 • FIVE-YEAR SERVICE PLAN

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

TITLE:

Contract: Rail Monitoring Software (Wi-Tronix, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize the Executive Director to execute the contract and associated disbursements with Wi-Tronix, LLC in the amount of $232,649.64 to cover the approximate 5-year contract running through December 31, 2027.

BACKGROUND:
Wi-Tronix digitally sends notifications to dispatch, vehicle maintenance, and other supporting groups, of the codes that are being communicated through the onboard hardware/software on rail vehicles. This real time information gives enough information to allow individuals to start troubleshooting quickly when there is a malfunction onboard the train. With this information, Vehicle Maintenance and others can provide insight to the operator or responding supervisors with ideas or specific steps to remedy the situation. At times, the code communicated helps dispatch know if the train is no longer functioning and whether the train needs to be towed to Warm Springs or not. Having prompt notifications gets everyone on the same page and allows direct troubleshooting. Additionally, Wi-Tronix helps us monitor track conditions and allows reports to be pulled immediately after events, such as incidents or rule violations. Operations utilizes the information from Wi-Tronix to gage operator performance, such as penalty applications (when a train exceeds beyond the maximum authorized speed the train will shut down) and emergency brake applications (when a train makes contact or must stop before making contact with something in the right of way).

Without Wi-Tronix, staff is faced with a “needle in a haystack” approach to troubleshooting equipment malfunctions. With the codes, communicated through Wi-Tronix, those who are supporting the recovery of a train malfunction, can quickly know where to start troubleshooting. Through prompt response to a direct

information code, we spend less time guessing what is malfunctioning, and are able to take care of more specific issues, which can reduce delays in the system. Delays impact our riders and having adequate information that is being communicated directly to those supporting the system, reduces the impact on our riders.

UTA has contracted with Wi-Tronix since 2016 to perform rail monitoring software services. The contract contained an “evergreen” provision indicating that it would continue in force until either Party gives written notice of termination. UTA will provide written notice of termination to Wi-Tronix following approval of this new contract.

DISCUSSION:

Staff is now requesting approval of a new sole source contract with Wi-Tronix. The new sole source contract is justified on the basis of intellectual property closely held by Witronix which is critical to performance. The new contract will run for a period of approximately 5 years through December 31, 2027, for a total cost of $232,649.64.

CONTRACT SUMMARY:

Contractor Name:	Wi-Tronix, LLC
Contract Number:	22-03635JD
Base Contract Effective Dates:	March 9, 2023 - December 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$ 232,649.64
Procurement Method:	Sole Source
Budget Authority:	IT 2023 Operating Budget and yearly subsequent operating budgets 2024-2027

ALTERNATIVES:

The system and several of its components are patented and considered Trade Secrets. We anticipate that this would go out to bid if the patents and/or trade secrets were released into the public domain. To find an alternative vendor would cause UTA significant delays and potential impacts to the quality of our service.

FISCAL IMPACT:

This contract will cover the 5-year period beginning March 2023.

Year Annual Rate Per Asset (total contract value is based on 18 assets)

2023 $2,434.48

2024 $2,507.51

2025 $2,582.74

2026 $2,660.22

2027 $2,740.03

Total contract value not to exceed $232,649.64

ATTACHMENTS:
Contract

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UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 22-03635JD

Rail Monitoring Software

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Wi-Tronix, LLC, an Illinois limited liability company (the "Contractor").

RECITALS

WHEREAS, UTA desires to award a contract for Rail Monitoring Software to Contractor based on an approved sole source justification; and

WHEREAS, UTA wishes to procure the Products and Services according to the terms, conditions and specifications set forth in this Contract; and

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

AGREEMENT

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

1. PRODUCTS AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Products and Services in accordance with the Contract as further described in Exhibit A attached hereto and incorporated herein (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Products and Services (made via purchase order or other agreed order method) during a five (5) - year period expiring December 31, 2027. For a total Contract period not to exceed five (5) years, unless otherwise agreed to by the parties in writing.

3. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit A – Schedule C. If Exhibit A - Schedule C does not specify any milestones or

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other payment provisions, then payment shall be invoiced after the Products have been delivered and the Services have been performed. Except as otherwise set forth in Exhibit A - Schedule C, in no event shall advance payments be made.

4. **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. Exhibit A – The terms and conditions of this Products and Services (including any exhibits and attachments hereto). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in Exhibit A.

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitutes the complete contract between the parties.

d. If Contractor accepts a purchase order initiated by UTA on a separate form, it is done as an accommodation only and any terms and conditions contained in such form which vary, amend or supplement the terms and conditions of this Contractor shall be null and void and of no effect.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this Contract is as follows:

- UTA Contract including all attachments and terms and conditions; provided that, if any terms and/or conditions of this Contract conflict with any terms and/or conditions of the Exhibits attached hereto, the terms in the Exhibits shall control solely with respect to the Products and Services covered under such Exhibits.

6. **LAWS AND REGULATIONS**

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

7. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit A - Schedule C. If Exhibit A - Schedule C does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Products and performance of all Services in accordance with this Contract. Invoices shall be provided

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in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice in accordance with the terms of this Contract.

b. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    i. Contractor Name
    ii. Unique Invoice Number
    iii. PO Number
    iv. Invoice Date
    v. Detailed Description of Charges

c. Total Dollar Amount Due UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Products or Services within fifteen (15) business days from the date of such invoice. UTA shall specify reasonable details of the nature of the dispute in writing to Contractor. The parties shall discuss the disputed charge as further set forth in Article 30 herein. 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.

d. Notwithstanding anything herein to the contrary, the fees due hereunder are non-refundable. All fees are stated in United States Dollars and must be paid in United States Dollars. In the event fees are not paid on a timely basis, interest will be due and payable and calculated daily at a rate of 1.5% per month or the maximum allowable by applicable law, whichever is higher, for any past due invoices. UTA is responsible for all costs of collection, including without limitation reasonable attorneys' fees, for any payment default on undisputed invoices. In the event that fees are not paid when due, including without limitation due to an invalid or expired credit card number, Contractor may, in addition to other available remedies, disable the password, account and access to all or part of the Products and/or Products if UTA fails to timely pay any amounts due to Contractor under this Contract; provided that such failure continues for sixty (60) calendar days after the date of such notice. Suspension of the Services and/or Products shall not release UTA of its payment obligations under this Contract. UTA acknowledges and agrees that Contractor shall not be liable to UTA or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Products and/or Services resulting from UTA's nonpayment and/or breach of the terms and conditions of this Contract.

e. This transaction is exempt from Sales Tax under Utah law. With regard to other types of tax, each party is responsible for all taxes (including but not limited to, net income, gross receipts, franchise, property taxes and/or payroll taxes) imposed on such party under applicable laws and arising as a result of or in connection with this Contract or the transactions contemplated by this Contract.

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8. **WARRANTY OF PRODUCTS AND SERVICES**

a. Contractor warrants that all Products (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Products and Services shall be of the quality specified, and, unless otherwise provided in the Contract, will be free from material defects in design and workmanship.

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

c. Except as otherwise set forth in the Exhibits attached hereto, at any time for a period of two (2) years from the date that all Products have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense will use commercially reasonable efforts to repair, replace and/or re-perform any Products or Services that are defective or in any way fail to conform to the Contract requirements or provide UTA with an alternative means of accomplishing the desired performance; provided that UTA notifies Contract of in writing within thirty (30) days after the first date of Contractor's alleged breach.

d. Notwithstanding anything herein to the contrary, the warranties set forth in this Section shall not apply to the extent the failure to meet such warranty is as a result of (a) any non-conformance which is caused by use of the Services and/or Products contrary to Contractor's instructions, (b) use of the Services and/or Products in combination with other third party services and/or products not authorized by Contractor in writing, (c) a third party product and/or service and/or (d) modification or alteration of the Services and/or Products by any party other than Contractor and/or authorized by Contractor in writing.

e. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is approved in advance by Wi-Tronix and is in accordance with Wi-Tronix specifications and consistent with industry standards

f. UTA represents and warrants that (i) it will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services and Products, (ii) it has the requisite legal and corporate power, right, and authority to enter into this Contract, and (iii) it has undertaken an independent analysis to determine its needs and capabilities of the Services and Products.

g. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THIS CONTRACT OR OTHERWISE AGREED TO BY THE PARTIES IN WRITING, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

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PARTICULAR PURPOSE, AND/OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, AND/OR COURSE OF DEALING. CONTRACTOR DOES NOT REPRESENT, WARRANT, AND/OR COVENANT THAT THE SERVICES AND PRODUCTS WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL ERRORS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) CAN OR WILL BE CORRECTED. UTA ACKNOWLEDGES AND AGREES THAT SERVICES, PRODUCTS AND HOSTING ARE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF TECHNOLOGY AND INTERNET APPLICATIONS AND DELAYS, DELIVERY FAILURES AND/OR OTHER LOSS AND/OR DAMAGE MAY RESULT FROM (A) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET, (B) SECURITY OF UTA DATA WHILE IN TRANSIT VIA THE INTERNET AND/OR WIRELESS CARRIER, AND/OR (C) INABILITY TO ACCESS AND/OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS AND/OR APPLICATIONS THAT THE SERVICES AND HARDWARE ARE DEPENDENT ON.

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

a. Contractor retains all rights, title, interest and ownership of, any and all intellectual property rights and proprietary rights with respect to the Services and Products and any aggregated and/or manipulated data related thereto and any other materials provided or made available to UTA by Contractor hereunder. Except for the rights expressly granted to UTA in this Contract, all such Services, Products and other materials that are provided or made available, and all work product that is developed, hereunder, all modifications, compilations, and derivative works thereof, and all intellectual and proprietary rights pertaining thereto, are and shall remain the property of Contractor and its respective licensors (and to the extent any rights of ownership in any such materials, works, or rights might, for any reason, otherwise vest in UTA, UTA hereby assigns such ownership rights to Contractor). If UTA becomes aware of any threatened or actual violation of Contractor's intellectual property rights, UTA shall immediately notify Contractor and provide information concerning the violation to Contractor.

b. Contractor confirms that it has all the rights necessary to provide the Products described herein and has the ability to grant all the rights it purports to grant under, and in accordance with, the terms and conditions of this Contract.

c. UTA Data and UTA Confidential Information and all intellectual property rights therein are owned solely by UTA.

10. **GENERAL INDEMNIFICATION**

a. Contractor shall indemnify, and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "UTA 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, in the course of performing Services under this Contract while on UTA's site or in connection with the use of UTA's site except to the extent

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caused by the negligence, or willful misconduct, of a UTA Indemnitee. 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 UTA 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.

b. UTA agrees to indemnify and hold harmless Contractor, its members, trustees, employees, agents, officers and officials ("Contractor Indemnitees"), from and against any Claims arising out of, or relating to, (i) UTA's use or reliance upon the availability or accuracy of third-party Data or UTA Data, including but not limited to weather or earthquake alerts, track speeds and conditions, location Data (for example, Global Positioning System (GPS) or other Geographic Information System (GIS) Data), mobile phone detector, locomotive security system, or event, episode, or alert thresholds that Contractor transmits or fails to transmit to UTA; (ii) UTA's failure to use the Services and/or Products in accordance with the terms and conditions set forth herein, and/or (iii) UTA's Data constitutes infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license and/or other property or proprietary right of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party.

c. The indemnities set forth in Article 10 shall only be given on condition that (i) the indemnified party gives notice to the indemnifying party of any Claim immediately upon becoming aware of the same; (ii) the indemnified party gives the indemnifying party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of a Claim, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said Claim or action except upon the express written instructions of the indemnifying party; and (iii) the indemnified party acts in accordance with the reasonable instructions of the indemnifying party and gives the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents. In the event of a settlement of a Claim in accordance with this Article 10, the indemnifying party shall work in good faith to enter into a release in the settlement agreement to absolve the indemnified party from all liability arising out of the settled Claim, as mutually agreed to by the parties.

11. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident $100,000

Disease – Each Employee $100,000

Disease – Policy Limit $500,000

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

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

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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 Contract are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this Contract; for their own protection and the protection of UTA.

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

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

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

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

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the

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duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

12. **OTHER INDEMNITIES**

a. Contractor shall indemnify, defend and hold harmless UTA Indemnitees against all third-party Claims that UTA's use of Services or Products constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party ("Infringement Claim"). UTA acknowledges and agrees that it shall use commercially reasonable efforts to mitigate the costs and expenses related to all Claims under this Section 12(a). The indemnity in this Section 12(a) shall not apply (i) to an Infringement Claim arising from any modification of the Services or Products by UTA or any third party, or from the use of the Services or Products in combination with any other items not provided by Contractor, to the extent such modification or use in combination resulted in the Infringement Claim and/or (ii) if such Infringement Claim results from any breach of UTA's obligations under this Contractor, or the use of the Service or Products other than in connection with this Contract, or in a manner not reasonably contemplated by this Contract.

13. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents,

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servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. **STANDARD OF CARE.**

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

15. **USE OF SUBCONTRACTORS**

a. Contractor may enter into a subcontract for performance of the Services to be performed under this Contract, but no subcontract will release Contractor from any obligation under this Contract. Contractor will be as fully responsible to UTA for the acts and omissions of any subcontractors and assignees and of persons either directly or indirectly employed by them as if such acts and omissions were the acts and omissions of Contractor.

b. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect any part of the Services to be performed on UTA's premises. UTA shall have the right to approve all subcontractors that shall be on site on UTA's premises, such approval not to be withheld unreasonably. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all work performed by subcontractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Products and

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

17. **ASSIGNMENT OF CONTRACT**

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Contract without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Contract to any parent, subsidiary or other affiliate or to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Contract. The terms and conditions of this Contract will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

18. **ENVIRONMENTAL RESPONSIBILITY**

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

20. 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 Services covered by the order during the period of Services stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Services as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Services 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 Services, UTA's Project Manager or designee shall make an equitable adjustment to compensate

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Contractor for the additional costs or time and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing sixty (60) days prior written notice to Contractor, except in the event it relates to a material change in regulatory changes for UTA's grant funding, in which case UTA shall provide prior written notice as soon as reasonably possible. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Products delivered and Services fully performed prior to the effective date of termination; (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; and (iii) the specific SaaS fees as detailed in Schedule C for the count of assets in service as of the date a written termination notice is received from UTA through the end of the then current Term. 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. **FOR CONTRACTOR 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; or (e) should fail to make prompt payment to any subcontractors or suppliers that perform services under this 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 Products and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

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

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

c. If a party materially breaches this Contract (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Contract upon written notice to the Defaulting Party. Termination of this Contract will be without prejudice to any other rights and/or remedies that the non-defaulting party may have under this Contract and/or at law and/or in equity. In the event Contractor or UTA terminates this Contract pursuant to this Section 21(c), upon termination UTA will pay all outstanding fees, charges and expenses incurred through the effective date of termination.

d. **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 as it relates to UTA's Confidential Information. Contractor shall also remit a final invoice for all Services performed and

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expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

22. **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 Services including, but not limited to, changes:

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

To the extent that any change in Services directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the Services; or (ii) the time required for the Services, 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 Services not otherwise identified in Exhibit A 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 Services 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 Services 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 Services, Contractor must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in Services 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 thirty (30) days after providing notice,

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Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Services. 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 20 of this Contract.

23. **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 A - Schedule C (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, 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, upon thirty (30) days prior written notice but no more than once annually. Copies of requested records shall be furnished to UTA or designated audit parties upon reasonable request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

a. "Confidential Information" shall mean information provided by a party ("Disclosing Party") to the other party ("Receiving Party") that is maintained by the Disclosing Party as nonpublic, confidential, or proprietary and for which the Disclosing Party has taken reasonable measures under the circumstances to keep nonpublic, confidential, or proprietary including any and all information relating to the party and its business including without limitation its business, legal, and operational practices, financial, technical, trade secrets, source code, other computer code, formula, operating data, performance standards, commercial, marketing, competitive advantage or other information concerning the business and affairs, partnerships and potential partnerships, vendors, business model, fee structures, employees, customers, performance standards, funding opportunities, pricing information metrics, know-how, systems, procedures and techniques, and any information which could reasonably be expected to benefit competitors of the Disclosing Party including the fact that such information exists, that has been or may hereafter be provided or shown to the Receiving Party, regardless of the form of the communication and the terms and conditions of this Contract.

b. It is hereby agreed that the following information is not considered to be confidential:
    1. Information already in the public domain.
    2. Information disclosed to Receiving Party by a third party who is not under a confidentiality obligation.

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3. Information developed by or in the custody of Receiving Party before entering into this Contract; and
4. Information developed by Receiving Party through its work with other clients.

c. If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Contract. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Contract in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

d. The Receiving Party agrees not to use and/or disclose the Confidential Information, and may disclose the Confidential Information only as necessary and appropriate to perform its obligations hereunder and to receive the benefit of the Services and/or Products in accordance with this Contract to its a party's affiliates, subsidiaries, officers, directors, employees, agents and subcontractors (and their employees) (collectively, the "Representatives") who have a need to know such Confidential Information solely in connection with this Contract. The Receiving Party will cause such Representatives to comply with this Contract and will assume full responsibility for any failure to comply with the terms of this Contract. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party's prior written consent and without such third party having a contractual obligation to keep such Confidential Information confidential. The Receiving Party will not use any Confidential Information for any purpose other than to perform its obligations under this Contract.

e. Upon termination of this Contract or upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that certain information in relation to this Contract and related materials (invoices, orders, etc.) may be public documents under the Utah Government Records Access and Management Act (GRAMA). The parties agree that UTA shall work diligently in

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cooperation with Wi-Tronix to exclude Wi-Tronix trade secrets, commercial information related to this Contract and related records from public disclosure under Section 63G-2-305 of GRAMA, provided Wi-Tronix has provided adequate justification for withholding.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jason Allred, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2388.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3399.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:	If to Contractor:
Utah Transit Authority	Wi-Tronix, LLC
ATTN: Contracts Administrator	ATTN: Michael Heilmann
669 West 200 South	631 East Boughton Rd. Ste 240
Salt Lake City, UT 84101	Bolingbrook, IL 60440
C.Adminstrator@rideuta.com	michael.d.heilmann@wi-tronix.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that

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cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing or due to UTA's breach of this Contract, Contractor shall proceed diligently with performance of the Services pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

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

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

Level of Authority	Time Limit
UTA's Project Manager Jason Allred/Contractor's Project Manager Matt Madden	Five calendar days
UTA's Contract Buyer Jenny Dang /Contractor's VP of Customer Experience Chad Jasmin	Five calendar days
UTA's Procurement Manager Troy Hamilton Contractor's Chief Operating Officer	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

If any party to this Contract 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

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

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

34. **SEVERABILITY**

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

35. **AMENDMENTS**

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

36. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, local, regional and/or global pandemic or epidemic, inability to obtain material, equipment or transportation due to global supply chain issues, acts of God and/or war which are beyond that party's reasonable control. The parties shall cooperate to ascertain the facts and the effect of the delay, and make appropriate adjustments where necessary. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. **NO THIRD-PARTY BENEFICIARIES**

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

38. **ENTIRE AGREEMENT**

This Contract and each of the Exhibits 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.

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.

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40. **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.

41. **SALES TAX EXEMPT**

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By_____

Alisia Wixom
Enterprise Applications Manager

By_____
Kyle Brimley
IT Director

By_____
Alisha Garrett
Chief Enterprise Strategy Officer

By_____
Jay Fox
Executive Director

Approved as to Form
DocuSigned by:
Mike Bell 2/17/2023
70E33A415BA44F6...
UTA Legal Counsel

WI-TRONIX, LLC

By_____

Mike Heilmann
Executive Vice President and COO

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UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

EXHIBIT A

PRODUCTS DESCRIPTION AND STATEMENT OF SERVICES

1. Definitions. As used in this Contract, the following terms shall have the following meanings:

"**Additional Storage Fee**" shall mean the fee UTA is required to pay to have Contractor retain UTA Data in excess of the standard amount and/or timeframe determined by Contractor in its sole and absolute discretion, or in the event of a litigation hold.

"**UTA Data**" shall mean the raw unstructured or unformatted repository data and/or discrete elemental data parameters collected as part of the Services, which has not been analyzed or processed by Contractor other than the initial acquisition of the discrete elemental data parameter and other information provided by UTA to Contractor. Examples of UTA Data shall include without limitation speed, location, fuel level and fault codes where such parameters are available.

"**Data**" shall mean without limitation, digital images, audio files, and binary files, including quantities, characters, and symbols.

"**Hardware**" shall mean the mobile asset hardware designed to enable Contractor proprietary Software to monitor and offload via wireless communications Data regarding the operations, status, and functions of various systems on the mobile asset, its location, and video.

"**Hosting**" shall mean providing to UTA nonpublic pages on the Contractor Website for displaying both UTA Data and Related Information.

"**Hosting Fee**" shall mean the fees UTA is required to pay to receive Hosting.

"**IP**" means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights.

"**Products**" shall mean collectively the Hardware and Software.

"**Related Information**" shall mean information acquired, manipulated and/or analyzed using Contractor proprietary software of UTA Data, Contractor proprietary information, and/or publicly available Data.

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"**Representatives"** shall mean a party's affiliates, subsidiaries, officers, directors, employees, agents and subcontractors (and their employees).

"**SaaS**" shall mean Contractor's software as a service platform that UTA subscribes to in order to help improve safety, reliability and operational efficiency of transportation systems and shall only include the particular functionality or functionalities included in the Exhibits hereto and for which UTA pays the appropriate Subscription Fee.

"**Services**" shall mean collectively the SaaS, Hosting, maintenance and support services identified in Exhibit A.

"**Single Sign On**" shall mean an access-control functionality of UTA's computer network that allows a UTA-authorized user to log on with a single user name and password to gain access to the SaaS.

"**Software**" shall mean each version of Contractor's proprietary computer program licensed hereunder, and all upgrades, documentation, error-corrections, patches and bug fixes related thereto, that reside on the Hardware installed on UTA's mobile asset(s).

"**Subscription Fee**" shall mean the fees UTA is required to pay to Contractor for the SaaS, Hosting maintenance and support services in exchange for the applicable SaaS subscription tier chosen by UTA.

"**Virus**" shall mean any thing and/or device (including without limitation any software, code, file and/or program) which may prevent, impair and/or otherwise adversely affect the operation of any computer software, hardware and/or network, any telecommunications service, equipment and/or network and/or any other service and/or device, prevent, impair and/or otherwise adversely affect access to and/or the operation of any program and/or data, including the reliability of any program and/or data (whether by re-arranging, altering and/or erasing the program and/or data in whole or part or otherwise) and/or adversely affect the user experience, including without limitation worms, 'Trojan' horses, viruses and other similar things and/or devices.

"**Contractor Website**" shall mean a website maintained or operated by Contractor at www.wi-tronix.com or such other URL as Contractor may designate.

2. **Hardware**. (Schedule A)

UTA shall purchase the Hardware as set forth and quoted in Schedule A attached hereto and incorporated herein. Contractor's Software shall reside on the Hardware installed on UTA's mobile asset(s).

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3. **Services**. (Schedule B)

Contractor shall provide the Services as set forth in Schedule A attached hereto and incorporated herein. In the event out-of-scope additional labor and/or services are performed by Contractor or its subcontractors, then UTA agrees to pay Contractor at its then-current hourly rates for such Services.

a. Right to Use. During the term and subject to Contractor's receipt of the Subscription Fees and other related fees for the Services and Products and provided UTA and/or its users are using such Services and Products in accordance with the terms and conditions set forth herein, Contractor hereby provides a nonexclusive, non-transferable, non-assignable, right for UTA to access and/or use the SaaS solely for UTA's internal business operations. Contractor and/or its Representatives' information collection and/or use practices are set forth in Contractor's privacy policy ("**Privacy Policy**"), as may be changed from time to time by Contractor in its sole and absolute discretion, and the parties agree that such then-current version shall be incorporated herein by reference. UTA acknowledges and agrees it will abide by the then-current Privacy Policy with respect to information collected and/or how such information may be used.

b. Third Party. UTA agrees that Contractor may use third party products and/or services to provide the Services and/or Products, which shall include without limitation, third party wireless carriers, cellular services, weather forecasting services, global positioning system (GPS) services and/or any onboard equipment, interfaces and software provided by VIA to which Wi-Tronix Services and/or Products may connect (collectively, "**Third Party Services**"). UTA further acknowledges that Contractor utilizes Third Party Service providers to host and provide the SaaS and store UTA Data and the protection of such UTA Data will be in accordance with such third party's safeguards for the protection of the security, confidentiality and integrity of UTA Data. Notwithstanding anything herein to the contrary, Contractor does not control, endorse, and/or adopt any Third Party Services nor is Contractor liable for the performance of such Third Party Services, and the inclusion of any link to web pages and/or content does not imply affiliation, endorsement and/or adoption by Contractor of any site and/or any information contained therein, and can make no guarantee as to its accuracy or completeness. UTA's right to use such third-party technology is governed by the terms and conditions of such third-party technology specified by such third party and is not subject to the term and conditions of this Contract.

c. Updates to SaaS. During the term, Contractor will apply updates, patches, corrective code and bug fixes to the SaaS as may, from time to time, be developed and made generally available by Contractor to its UTAs. Except as otherwise set forth herein, maintenance and support shall not include adding new features and/or providing enhancements that add new functionalities.

d. License Grants.

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i. UTA Data and UTA License Grant. UTA is responsible for providing all UTA Data, products and/or information and is responsible for the accuracy, quality, integrity and legality of such UTA Data and of the means by which its users access and/or use UTA Data. UTA hereby grants Contractor a worldwide, non-exclusive right and perpetual license to reproduce, distribute, license, configure, perform, transmit and display UTA Data, products and/or information as necessary to provide the Services and/or Products. UTA represents and warrants that UTA owns all UTA Data, products and/or information or that UTA has permission from the rightful owner to use each of the elements of UTA Data, products and/or information; and that UTA has all rights necessary for Contractor to use UTA Data in connection with the Services and/or Products. UTA and its licensors retain title, all ownership rights, and all intellectual property, in and to UTA Data and reserve all rights not expressly granted to Contractor hereunder.

ii. Contractor License Grant. Contractor hereby grants UTA a limited, non-exclusive, non-transferable (except in accordance with Article 17 of the Contract) license to use the Software and/or Data for its internal business purposes in relation to the Services during the term of this Contract.

4. **Restrictions; Use**

4.1 Permitted Use. UTA represents and warrants that its Representatives will also abide by the terms and conditions of this Contract and UTA acknowledges and agrees that it shall be fully responsible for any Representative's breach of this Contract. UTA further agrees to use commercially reasonable efforts to prevent unauthorized access to, and/or use of the Services and/or Products, and notify Contractor immediately of any such unauthorized use. UTA will determine the access controls for its users and will be liable for activity occurring under UTA's account, including without limitation compliance with the terms and conditions of this Contract.

4.2 Prohibited Conduct; Non-transferability. Except as expressly permitted by this Contract, UTA shall not, directly or indirectly, without the express, prior written consent of Contractor: (i) use and/or permit the use of, reproduce and/or otherwise duplicate, disclose, modify, encumber, time-share, license, sublicense, rent, lease, and/or transfer any Services and/or Products, or any portion thereof including any derivative works, and/or any of UTA's rights thereto, (ii) merge any Services and/or Products or any portion thereof with any other program and/or materials, (iii) make the Services and/or Products available to any person other than authorized users, (iv) use and/or access the Services and/or Products to provide service bureau and/or other computer hosting services to third parties, (v) modify and/or create derivative works based upon the Services and/or Products, (vi) remove, obliterate, modify and/or obscure any copyright, trademark and/or other proprietary notices and/or confidentiality notice and/or legend

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appearing on and/or in any materials, Services and/or Products provided or made available by Contractor hereunder; and/or fail to reproduce any such notice and/or legend on any copy made of any such materials, (vii) reverse engineer, decompile, disassemble, extract and/or otherwise derive and/or attempt to derive the source code of the Services, Products and/or any other compiled software provided or made available by Contractor, except and only to the extent such activity is expressly permitted by applicable law, (viii) adapt, translate, localize, port, and/or otherwise modify any Services, Products and/or any other compiled software provided or made available by Contractor hereunder, (ix) access the Services and/or Products and/or use the materials provided hereunder in order to build a similar product or competitive product, (x) take any action that materially interrupts and/or interferes with, or that might reasonably have been expected to materially interrupt and/or interfere with, the Services and/or Products, Contractor's business operations and/or its other UTAs, and (xi) permit any other person and/or entity under UTA's control to engage in any of the foregoing conduct. Furthermore, gathering email addresses from Contractor through harvesting is prohibited. Contractor also prohibits crawling, scraping, caching, and/or otherwise accessing any content on the Services and/or Products via automated means (except as may be the result of standard search engine protocols and/or technologies used with Contractor's express prior written consent).

4.3 Illegal Use. UTA shall not access, store, distribute and/or transmit any Viruses and/or any material during the course of its use of the Services and/or Products that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing and/or offensive, (ii) facilitates illegal activity and/or (iii) causes damage and/or injury to any person and/or property. Notwithstanding anything herein to the contrary, Contractor reserves the right, without liability to UTA, to disable or suspend UTA's access to and/or use of the Services and/or Products in the event (a) of any breach or anticipated breach of this Contract, (b) UTA and/or its users use of the Services and/or Products disrupts and/or poses a security risk to the Services and/or Products and/or any other customer, may harm Contractor's systems and/or any provider of any third-party services and/or may subject Contractor and/or any third-party to liability, (c) UTA and/or its authorized users are using the Services and/or Products for fraudulent and/or illegal activities, and/or (d) Contractor's continued provision of any of the Services and/or Products to UTA and/or its users is prohibited by applicable law.

4.4 Single Sign On & User Name and Passwords. Unless otherwise set forth herein, UTA shall be required to use Single Sign On functionality for the SaaS in accordance with Contractor's specifications as provided herein. Single Sign On allows UTA and/or its authorized users to access the SaaS with one login. UTA shall validate usernames and passwords against its own database.

5. **Fees**. (Schedule C)

In consideration of Contractor's performance of the Services set forth herein, UTA shall pay Contractor per the pricing and fees set forth in Schedule B attached hereto and incorporated herein. Unless otherwise expressly agreed by the parties, all payments shall be made in accordance with the terms and conditions of the Contract. Contractor may increase such fees and/or prices if (a) the market price of fuels, shipping, materials, raw materials, equipment,

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labor and other production costs, increase beyond normal variations and/or as a result of supply chain disruptions or changes in domestic and/or foreign regulatory compliance, and (b) the parties agree to engage in good faith negotiations to increase the price after Contractor has provided adequate justification.

6. **Hosting**

6.1 Hosting Services. Upon UTA's request and payment of a separate Hosting Fee as set forth in the applicable Schedule hereto, Contractor shall provide Hosting of UTA Data and Related Information for UTA. Subject to UTA purchasing Hosting and using such Hosting in accordance with the terms and conditions set forth herein, Contractor grants UTA the right to use Hosting during the term of this Contract solely as it relates to the Services and/or Products for UTA's business operations.

6.2 Monitor. Contractor may monitor UTA's Hosting and/or SaaS usage including without limitation, click-stream patterns, analytics, when a user logs onto the Contractor Website, what Data is accessed, which pages are accessed, and/or what Data is downloaded or uploaded by UTA.

6.3 Storage. Contractor shall store the Data on servers, storage media maintained or controlled by Contractor, or in a cloud-based application. Contractor shall retain Data per monitored asset for a period of two (2) years or such other reasonable timeframe as Contractor deems to be appropriate in its sole and absolute discretion. If UTA requests that Contractor retain the Data beyond the two-year period (or then-current applicable timeframe), Contractor shall invoice UTA for the additional storage required at its then-current rates.

6.4 Legal Requirement. UTA may request in writing that Contractor place a litigation hold on certain Data. Within a reasonable amount after receipt of such written notice, Contractor shall place a litigation hold on certain Data, and Contractor shall tag UTA-identified Data so that the Data is not deleted as part of Contractor's regular course of business. Contractor shall not independently place a litigation hold on any UTA Data. Contractor may charge UTA its actual costs, plus the cost of services, equipment and material needed to: (a) investigate or otherwise respond to any suspected violation herein, (b) remedy any harmed caused to Contractor and/or its customers by violation of this Contract, and (c) respond to subpoenas and/or other third party requests for information as described herein.

6.5 Back-Up. Contractor shall back up UTA Data at such times and in such a manner consistent with Contractor's then-current back-up procedures. In the event UTA requests Contractor to retrieve UTA Data from Data that has been backed up, then UTA shall pay Contractor a fee to retrieve such UTA Data. The fee shall be quoted based on the specifics of UTA's request, as determined by Contractor in its sole and absolute discretion. In the event that UTA Data must be retrieved from backed-up files to restore UTA's Data where such loss of data was caused by Contractor's gross negligence or willful misconduct, then UTA shall not be required to pay a retrieval fee. Contractor may retain such UTA Data for a commercially reasonable time for backup, archival, analytics and/or audit purposes.

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7. UTA Responsibilities

7.1 Assistance. UTA shall provide commercially reasonable assistance and information to Contractor to enable Contractor and/or its Representatives to deliver the Services and/or Products. UTA acknowledges that Contractor's ability to deliver the Services and/or Products in the manner provided in this Contract may depend upon the accuracy and timeliness of such information and assistance.

7.2 Compliance with Laws. UTA shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services and/or Products, including those laws related to data privacy, communications, and the transmission of technical information. UTA acknowledges that Contractor exercises no control over the content of the information transmitted by UTA or its authorized users through the Services and/or Products.

7.3 Unauthorized Use; False Information. UTA agrees: (i) to maintain the accuracy and completeness of information provided to Contractor and agrees to provide any changes to Contractor within thirty (30) calendar days after any such change, (ii) to notify Contractor immediately of any unauthorized access to and/or use of the Services and/or Products, (iii) to report to Contractor immediately and use reasonable efforts to stop any unauthorized use of the Services and/or Products that is known or suspected by UTA or any user, and (iv) not to provide false identity information to gain access to and/or use the Services and/or Products. UTA further acknowledges and agrees that UTA's administrator shall enter into that certain 'Secure Access Authorization Contract', as may be changed from time to time by Contractor in its sole and absolute discretion, upon creating UTA's account through the SaaS in order to identify access and/or controls for UTA.

7.4 Third Party Access. In the event UTA wishes to grant access to Data, such access shall be in accordance with Contractor's 'Third Party Data Access Agreement'.

8. Public Announcement; Litigation Support; Branding

8.1 Public Announcement. Upon mutual agreement, either party may issue a press release or other public announcement regarding the general nature of this Contract.

8.2 Litigation Support. If (i) UTA requests that Contractor provide litigation support or (ii) Contractor receives and responds to a third-party subpoena, deposition notice, claim, or lawsuit or (iii) Contractor receives and responds to a governmental agency's action or request for data or information and any of these scenarios arises out of or is in connection with (a) UTA's operation or use of Services and/or Products provided under this Contract, (b) an accident involving UTA, or (c) other claims involving UTA to which Contractor is not a party, then Contractor may charge UTA and UTA agrees to immediately pay Contractor for all costs incurred to provide such litigation support, including outside legal fees and costs, Contractor staff time and travel (including staff time and costs incurred to provide third parties with access to UTA Data), and other out-of-pocket expenses.

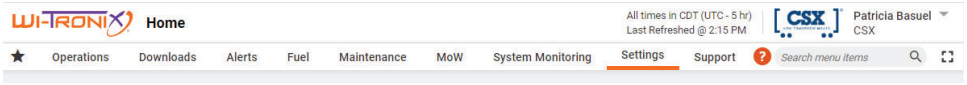
8.3 Branding. Contractor will, upon UTA request, include UTA trademarked logos on the nonpublic webpages used by UTA on the Contractor Website so that the nonpublic pages have

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the appearance of being co-branded. In exchange for Contractor's inclusion of UTA's logo on the nonpublic webpages, UTA grants Contractor permission to use UTA's logo on the public Contractor Website and in Contractor brochures for the limited purpose of identifying UTA as a Contractor customer. For UTA's trademarked logo to appear on Contractor Website, UTA shall follow the following guidelines:

a. UTA will provide to Contractor in accordance with Contractor specifications the logo that UTA desires to place on UTA's nonpublic webpages on the Contractor Website. Technical specifications for the image file are subject to change at Contractor's sole discretion.

b. Contractor will place the logo on UTA's nonpublic webpages per the diagram below.



c. Contractor may use, display, and publish UTA's logo on a public page or pages on the Contractor Website that identify customers of Contractor and shall use the logo in such a manner so as not to tarnish UTA's trademark.

d. Contractor may use, display, and publish UTA's logo in a Contractor brochure or other handout so as to identify UTA as a customer of Contractor. Prior to the publication of any brochure using UTA's logo, Contractor will provide UTA with a copy of the proposed use.

e. UTA grants to Contractor a limited license to use, display, and publish UTA's logo on UTA's nonpublic webpages, the public Contractor Website, and/or Contractor brochures pursuant to the provisions of this Section.

f. The right to use, display, and publish UTA's logo on the Contractor Website and future printings of Contractor brochures shall terminate in accordance with the term and termination of this Contract.

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SCHEDULE A

HARDWARE

Contractor is pleased to provide the following Hardware & RMA:
**Hardware pricing expires December 31st 2023, or on absolution of part number(s).*
**Based on the current uncertainty with Tariffs, Contractor reserves the right to requote products and services if significant changes to pricing have occurred due to tariffs.*

Product Group	Part Number	Description	Contract Price
Violet 830	TBD	Locomotive IoT Edge Platform & Streaming Digital Video Recorder (1TB, 2 Wi-Power III, 1 Forward Camera, 1 360/VR Camera, 2 Side Mount Camera, 2 Microphone, 4G LTE, Wi-NAV, Wireless Communication)	$ 9,270.00
Fuel Kit	TBD	Ultrasonic fuel sensor utilizing Wi-NAV for improved fuel level detection and accuracy – Fuel Auditing & Security	$ 1295.00
Fuel Display Kit	TBD	2 Side Mount LED Fuel Displays - Fuel Level	$ 1455.00

Violet 830 is the replacement for the existing Wi-PU 635 which is obsolete.
Additional terms and conditions related to the Hardware are as follows:

1. Out-of-the-Box Failures. In the rare event a confirmed out-of-the-box failure of the Hardware, UTA shall return such Hardware to Contractor, at Contractor's cost, so that Contractor can repair or replace such Hardware at no cost to UTA. Out-of-the-box failed Hardware must immediately be reported to Contractor and UTA shall submit a return material authorization ("RMA") either (i) within the first thirty (30) calendar days after the Hardware is initially received by UTA or (ii) within fifteen (15) calendar days after UTA's receipt of repaired or replaced Hardware. In all other instances, Contractor will send an invoice to the UTA for the replacement Hardware. Contractor may, in its sole and absolute discretion, provide replacement Hardware. Notwithstanding anything herein to the contrary, the terms set forth in this Section 1 do not apply in the event of highly customized and/or 'build-to-order' Hardware for UTA.

2. Recalls. Contractor may, in its sole and absolute discretion, recall the Hardware as described herein. In the event of a recall, the UTA shall submit a RMA within the timeframes outlined in Section 2.3a. herein.
    a. Recall on Failure. In the event of a failure of the Hardware(s) as determined by Contractor in its sole and absolute discretion, including but not limited to a flaw, recall or manufacturability issue, Contractor will notify UTA and UTA shall immediately return such failing Hardware(s) to Contractor. This recall may not affect all units and has minimal impact on overall reliability of the Hardware. Contractor may provide an extended

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warranty for the specific component of the Hardware being recalled and any such extended warranty shall be determined by Contractor in its sole and absolute discretion.

b. Recall. All fielded Hardware affected must be returned to Contractor's repairs department for repairs or modifications. This is the most severe recall level. UTAs will be notified of such a recall and Contractor will develop a plan to campaign all fielded Hardware.

3. Upgrades. Upgrades may be performed on all Hardware regardless of the warranty period. Such upgrades generally do not affect the reliability of the Hardware. Upgrades may be quoted separately.

4. Spares**.** Contractor will provide UTA with a recommendation related to the amount of spares UTA shall obtain as back-up inventory for the UTA's specific Contractor configuration. Violet DVR spare ratio of 2.00% (2) percent of total equipped fleet and Wi-PU spare ratio of 5.00% (5) percent. UTA is highly encouraged to purchase and stock the recommended spares inventory upon the effective date of the Contract. Contractor shall not be responsible for retaining spare inventory upon replacement needs based on UTA's specific Contractor configuration. In the event a needed part is not available in on-hand inventory and is needed sooner than Contractor's typical lead time (which is currently eight (8) weeks), the UTA has the option to expedite parts for an additional fee, as determined by Contractor in its sole and absolute discretion. Expedited orders are given immediate priority for order processing. In the event UTA requests an expedited order, Contractor shall provide a quote and estimated ship date within one (1) business day after Contractor's receipt of such request.

5. Hardware Repair Process. Contractor is responsible for repairing and returning such Hardware to the UTA. Notwithstanding anything herein to the contrary, in the event the UTA does not follow the process described herein related to repairs and returns, then any return or repair will be denied and may be subject to additional charges, as determined by Contractor in its sole and absolute discretion.

6. Obtaining Return Material Authorization. All returns must be pre-authorized with an RMA number. An RMA number is only an authorization for returning Hardware and it is not an approval for repair or replacement nor a determination of the Hardware's warranty status. Contact Contractor customer support at (888) WITRONIX or RMA@wi-tronix.com to request an RMA number. RMA numbers will be issued on or before the next business day upon a properly received request by Contractor. A properly formatted RMA request must include information such as UTA's corporate information, requestor's contact information, Hardware serial number(s), and reason for return or need for repair. In order to minimize 'No Fault Found' charges, UTA is advised to contact Contractor prior to the removal of the Hardware to confirm the Hardware has failed and request an RMA number.

7. Returning Hardware for Repair. All Hardware must be returned with packaging that protects the Hardware during shipment in accordance with Contractor packaging guidelines. Contractor reserves the right to return unrepaired Hardware, or components thereof, at the UTA's expense if inappropriately packed. Any damage to Hardware incurred due to insufficient packaging will be repaired at the UTA's expense. Hardware being returned should have the RMA number written on the outside of the package and UTA shall also include a packing list. The package should be

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addressed and sent directly to the Contractor 'Repairs Department' as follows: Contractor Repairs Department, 631 East Boughton Road, Suite 240, Bolingbrook, Illinois 60440.

8. Repairs. Hardware returned for repair will have a typical turnaround time of Twenty (20) business days from Contractor's receipt of such Hardware. Replacement parts will be, in Contractor's sole and absolute discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Hardware. If a part for Hardware is no longer available, Contractor may replace it with a part of equal or higher quality in its sole and absolute discretion.

9. Repair Summary Report. Contractor shall provide a quarterly repair summary report to UTA which includes the results of all RMA returns. The parties shall review the data to identify any recurring failures and determine appropriate corrective actions.

10. Contractor Hardware Warranties. Contractor provides the following warranties related to the Hardware:

    a. Standard Warranty. Contractor warrants that (a) the Hardware manufactured or supplied by Contractor will be free from material deficiencies of design, material and workmanship and will operate substantially in accordance with Contractor's specifications for a period of the earlier of: (i) one (1) year following the date of installation or (ii) two (2) years following the date of shipment of such Hardware.

    b. Repair Warranty. Contractor warrants that the repairs it makes to the Hardware will operate substantially in accordance with Contractor's specifications for a period of ninety (90) calendar days after such a repair or the remainder of the Standard Warranty period, whichever is longer. If the Hardware requires repair for the same problem during such period, Contractor will perform the repair at no charge.

    c. Modification and Installation Service. Contractor warrants that the installation and modification services provided hereunder will be free from material deficiencies in workmanship for a period of sixty (60) calendar days from the date such services are completed.

    d. Warranty Exclusions. Notwithstanding anything herein to the contrary, the warranties set forth herein related to the Hardware shall not apply in the event of the following: (i) the Hardware deficiency has been found after expiration of the warranty period; (ii) the warranty has been voided by removal or alteration of the Hardware or part identification labels on the Hardware; (iii) the Hardware has been misused, abused, or subjected to unauthorized disassembly/modification by UTA and/or any unauthorized third party; (iv) the Hardware has been placed in an unsuitable physical or operating environment; (v) the Hardware has been improperly maintained by the UTA; (vi) the Hardware fails for any other reason not directly attributable to a deficiency in Contractor's design, material and/or workmanship, as determined by Contractor based on a reasonable and objective analysis of all factors affecting the failure; (vii) the Hardware is damaged due to welding, insulation resistance testing (meggering), exposure to high voltages, and/or exposure to liquids or chemical cleaners by UTA and/or its Representatives; (viii) the Hardware is damaged beyond repair due to natural causes including without limitation a lightning strike, flood or earthquake; and/or (ix) the wireless accounts/services, when provided by UTA and the

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account is not provisioned correctly, is not activated, is deactivated, or there is an outage or unavailability of wireless services.

11. Title and Risk of Loss. Title to and risk of loss of all Hardware furnished hereunder shall pass to UTA upon making delivery of the Hardware to carrier at Wi-Tronix plant. Material shall be shipped by a reasonable method in suitable packages, the nature of which shall be determined by Contractor.

12. Remedies. In the event that the Hardware does not meet the specifications provided by Contractor, Contractor will use commercially reasonable efforts to repair or replace such defective Hardware in accordance with the terms set forth herein. In the event Contractor is unable to repair or replace such defective Hardware, Contractor shall refund to UTA any fees paid to Contractor in connection with the non-conformed Hardware. UTA shall cooperate in providing access or return of the Hardware, data and technical assistance (if available) as required to develop and schedule repairs and related testing of modification or repairs, if necessary, to assist Contractor in its correction of the defects or deficiencies in the Hardware.

13. Repair Service Charges. Repair service charges will apply for Products: (i) after the warranty period; (ii) returned without a pre-authorized RMA number; (iii) Products damaged due to improper return packaging; and/or (iv) identified as no fault found ("NFF") upon Contractor's receipt and testing of such Product by Contractor.

14. Returns Received Without a Pre-authorized RMA Number Charges. In the event a Product is received by Contractor without valid pre-authorized return material authorization ("RMA") number, then UTA shall pay Contractor a fee in the amount of Two Hundred Dollars ($200.00) for each such occurrence ("RMA Charge"). This fee will be assessed in addition to any other charges associated with the returned Product.

15. No Fault Found Charge. In addition to the RMA Charge as set forth above, the minimum troubleshooting/repair charge of $200.00 for Wi-PU and $500.00 for Violet DVR will be applied for any returns received and subsequently identified as NFF upon receipt and testing by Contractor ("NFF Charge"). This fee will be assessed in addition to any other charges associated with the returned Product.

16. Repair Fee Schedule. Repair costs shall be determined on a case-by-case basis upon following Contractor's initial assessment of the Product and/or damage. Contractor shall notify UTA in advance and receive a notice to proceed from UTA with the related repair charges for the following troubleshooting and/or deficiencies. The initial troubleshooting

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charge starts at $200.00 for Wi-PU and $500.00 for Violet.

Wi-PU Defects	Repair Cost
NO RMA	**$ 200.00**
No Fault Found (NFF)	**$ 200.00**
Real-Time clock Battery, Ground Strap, Mounting pad	**$ 195.00**
Level I	
Software updates/Software corruption	**$ 485.00**
Enclosures and Connectors	**$ 485.00**
DRAM, Flash, or WLAN	**$ 485.00**
Level II	
Power Supply	**$ 1065.00**
Modem	**$ 985.00**
Flexcom	**$ 985.00**
Level III	
SBC (Single Board Computer)	**$ 1205.00**

Damage incurred during shipment due to improperly packaged returns will be charged according to the above schedule as well.

Violet/Violet-DVR Defects	Repair Cost
Minimum Diagnostic/ Repair Charge	**$500.00**
Covers NFF, trouble shooting, Software Corruption, lock replacement	
Level I	**$1,000.00**
V-Power III POE - Intelligent Power, POW Ethernet PC104-J-Systems Switch, PCIe/104 to Quad Mini-PCIe Adapter, Replace Damaged Heatsink Sideplate (Purple fins)	
Level II	**$1,600.00**
Enclosure	
Level III	
N/A	

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Level IV	**$4,500.00**
SBC Card	

Damage incurred during shipment due to improperly packaged returns will be charged according to the above schedule as well.

Charges, Fees and Pricing Changes

Charges and Fees identified in Sections 13, 14, 15, and 16 shall be fixed for the life of this Contract with the exception of an annual increase based on the current PPI as described in Paragraph 6 below.

6. *Charges, Fee and Pricing Escalation

Charges and Fees identified in Sections 13, 14, 15, and 16 will be increased based on the producer price index ("PPI") percent change relative to a Base PPI. No downward adjustments will be made. The Schedule set forth on Table I below utilizes the unadjusted annualized PPI for Software Maintenance, Technical Support, and Other Services Related to Software Publishing calculated in December of the appropriate year. The PPI is the published index for US Producer Price Index "Software Maintenance, Technical Support, and Other Services Related to Software Publishing" (1997=100, Series I.D. PCU511210511210504 at www.bls.gov). The annualized PPI is utilized and is subject to revision four months after original publication.

Effective Date		Fee, Charge or Price
Contract Start	Dec. 31, 2021	$Base\ Price\ (Fee\ or\ Charge)$
Jan. 1, 2023	Dec. 31, 2023	$(2022\ Price) * (1 + \left(\frac{(PPI\ for\ 2021 - 2020\ PPI)}{2020\ PPI}\right))$
Jan. 1, 2024	Dec. 31, 2024	$(2023\ Price) * (1 + \left(\frac{(PPI\ for\ 2022 - 2021\ PPI)}{2021\ PPI}\right))$
Jan. 1, 2025	Dec. 31, 2025	$(2024\ Price) * (1 + \left(\frac{(PPI\ for\ 2023 - 2022\ PPI)}{2022\ PPI}\right))$
Jan. 1, 2026	Dec. 31, 2026	$(2025\ Price) * (1 + \left(\frac{(PPI\ for\ 2024 - 2023\ PPI)}{2023\ PPI}\right))$
Jan. 1, 2027	Dec. 31, 2027	$(2026\ Price) * (1 + \left(\frac{(PPI\ for\ 2025 - 2024\ PPI)}{2024\ PPI}\right))$
Jan. 1, 2028	Dec. 31, 2028	$(2027\ Price) * (1 + \left(\frac{(PPI\ for\ 2026 - 2025\ PPI)}{2025\ PPI}\right))$

For subsequent years the calculations herein will extend and continue in the same manner as defined above.

Table 1 - Escalation Schedule

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SCHEDULE B

SERVICES

Contractor shall provide the following Services, which may be updated from time to time by the parties in writing or via email.

1. **Engineering Services**

   The following Engineering Services shall be provided by Contractor after receiving a UTA provided asset roster, survey and asset schematics. For a locomotive, the survey typically requires event recorder ("ER") downloads from each ER model to which Contractor will be interfacing along with EM2000 software for each UTA asset configuration. UTA orders cannot be processed without a completed survey for each locomotive model, locomotive schematics and fuel tank strapping tables for any assets not previously implemented by Contractor.

   a. final system diagram(s)
   b. fuel tank strapping tables (if required and not available from UTA)
   c. Installation kit definition
   d. Installation Instructions

   Note that UTAs can request Contractor 'Field Service' team perform model surveys. For details and pricing, please contact Contractor Sales.

   UTA may from time to time identify new systems or applications it wants to connect to the Contractor onboard hardware. The parties will mutually agree on the timeline to deliver additional subsystem integration as part of the Feature Update Process in Section 5.a below. UTA will assist with obtaining the needed information and cooperation from the third-party in question to facilitate the development and integration efforts. This may include lab equipment, as needed, for ongoing integration and validation through the product life cycle as a supported device. Where applicable, Contractor developed APIs will be provided and utilized as the standard interface for 3rd party integrations.

2. **Installation Services**

   UTA may select Contractor quoted Installation Services. For Contractor provided installations Contractor and the UTA shall mutually agree to the schedule and location(s) of installs. UTA commits to make locomotives available to meet the agreed schedule.

3. **Training Services**

   The following Training Services shall be provided by Contractor:

   a. Contractor provides specific training for the following user roles:
      - UTA's user administrator
      - UTA's geofence administrator
      - Security DVR-ER: Highest security level for video access
      - Violet View Share Administrator

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b. Webinars - Contractor conducts regularly scheduled online webinars and webinars are generally held monthly, but quarterly at a minimum, to provide general training to Contractor system users, to demonstrate a system functionality, and/or to provide a system feature specific training. Contractor invites system users from its entire customer base to participate. Contractor adjusts the content of the webinar based on the needs of the customers.

   Previous Contractor Webinars are generally available on the Contractor web portal.

c. Upon UTA request Contractor shall propose customized training as required. Customized training shall be quoted separately.

4. Maintenance Support Services

Service and Support

The following section details Contractor service and support. Our Basic+ support is an entry level tier provided to all Contractor customers. Basic+ support is defined in the following sections of this document. The cost of this support is included as part of the Subscription Fee and Hosting Fee.

4.1 Phone and Email Support

Basic+ provides 24/7/365 service through a toll-free support helpline and support email. Support activities include technical troubleshooting, phone and email installation support for Contractor products, and website user help. Ticket numbers are issued for all support events.

Contractor provides a toll-free helpline to handle time-sensitive support inquiries. This help line is staffed by Contractor Technical Support representatives.

4.1.1 Phone Support and Response Time Service Level

In the event that a call is not immediately answered, Contractor will provide an initial call back to any urgent voicemail message within four (4) hours when appropriate contact information is included in the message.

24/7/365 Technical Support Helpline
Direct: (630) 343-9929
Toll Free: (888) CONTRACTOR (948-7664) Ext. 1 (USA and Canada)

4.2 Email Support and Response Time

Technical support is also available via email for issues that are not time sensitive. Inquiries sent to support@wi-tronix.com are automatically routed to the Contractor

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Technical Support staff for review and follow-up.

Email response SLA:
Contractor provides an initial response within four (4) hours during core Customer Support business hours, Monday 7AM thru Friday 5PM US Central Time.

Contractor provides an initial response within eight (8) hours during non-core hours and Contractor holidays. Non-core hours are Friday 5PM thru Monday 7AM US Central Time.

4.3 Technical Support Service

In addition to direct phone and email support as outlined above, Contractor employs a multi-tiered technical support team which is on call 24/7/365. The support team also reports problems to the UTA Project team and designated UTA contacts. This support team is automatically activated when problems are autonomously detected.

The support team includes a combination of Technical Support representatives, Information Technology specialists, and software engineers to enable rapid investigation and resolution of detected problems.

This support team remains actively engaged in troubleshooting until the problem is mitigated and resolved. If the problem is due to a non-Contractor system or provider, the team has 24/7/365 support numbers for Contractor system interfaces and will engage third party providers as necessary. This includes cellular provider outages detected by Contractor, UTA data links for VPN connections, or even UTA data exchange systems.

4.4 Technical Support Service – Onboard Third Party Subsystems

Basic+ support includes technical support for confirming proper connectivity of Contractor supported and interfaced onboard systems (DVR systems, ER, fuel, Vehicle Control System, engine controller, and Distributed Power). Contractor will provide telephone and email technical support for connected onboard systems. Contractor supports specific known field issues (for example, a mechanical department person calls the Technical Support line and needs assistance with linking the Contractor Hardware to a previously installed third party subsystem).

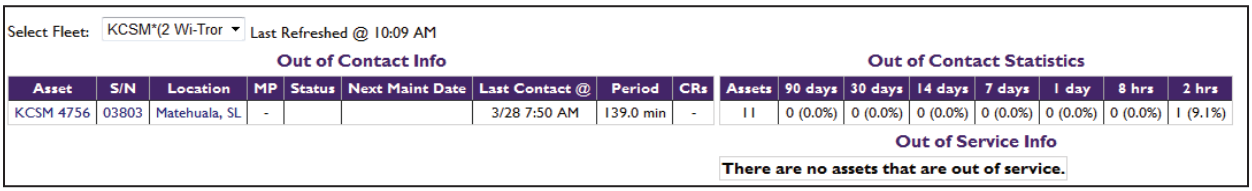
4.5 Customer Self-Service Support Tools

Contractor provides customers the following tools to facilitate self-service monitoring of installed
Contractor systems.

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4.5.1 Contractor Out-of-Contact Monitoring

Contractor out-of-contact monitoring continuously monitors system availability and health. UTA authorized users may monitor this data through the Contractor website. Contractor equipment that is out of contact for more than thirty (30) minutes is reported on the Contractor website as shown in Figure 1 below. Equipment placed out of service by UTA due to storage or maintenance can also be tracked on this page (requires Automated Out of Service data from UTA per the ***Wi-Tronix Asset Status Integration Specification***).



Select Fleet: KCSM*(2 Wi-Tror Last Refreshed @ 10:09 AM

Out of Contact Info

Asset	S/N	Location	MP	Status	Next Maint Date	Last Contact @	Period	CRs
KCSM 4756	03803	Matehuala, SL	-			3/28 7:50 AM	139.0 min	-

Out of Contact Statistics

Assets	90 days	30 days	14 days	7 days	1 day	8 hrs	2 hrs
11	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	1 (9.1%)

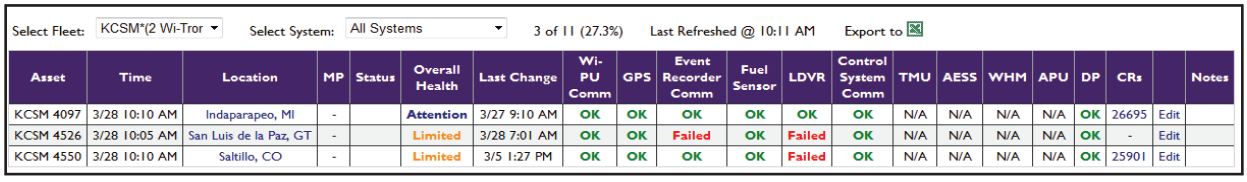
Out of Service Info

There are no assets that are out of service.

Figure 1 - System Availability - Out of Contact Summary

4.5.2 Contractor System Health Monitoring

UTA authorized users may monitor overall Contractor system as well as third-party subsystem health on an asset utilizing the Monitoring System Health page as shown in Figure 2 below. Email alerts can be setup to notify users of these failures in these systems. Monitoring system health information is available to UTA authorized users in an automated electronic format via web services (see Contractor Asset Health Web Service Specification).



Select Fleet: KCSM*(2 Wi-Tror Select System: All Systems 3 of 11 (27.3%) Last Refreshed @ 10:11 AM Export to

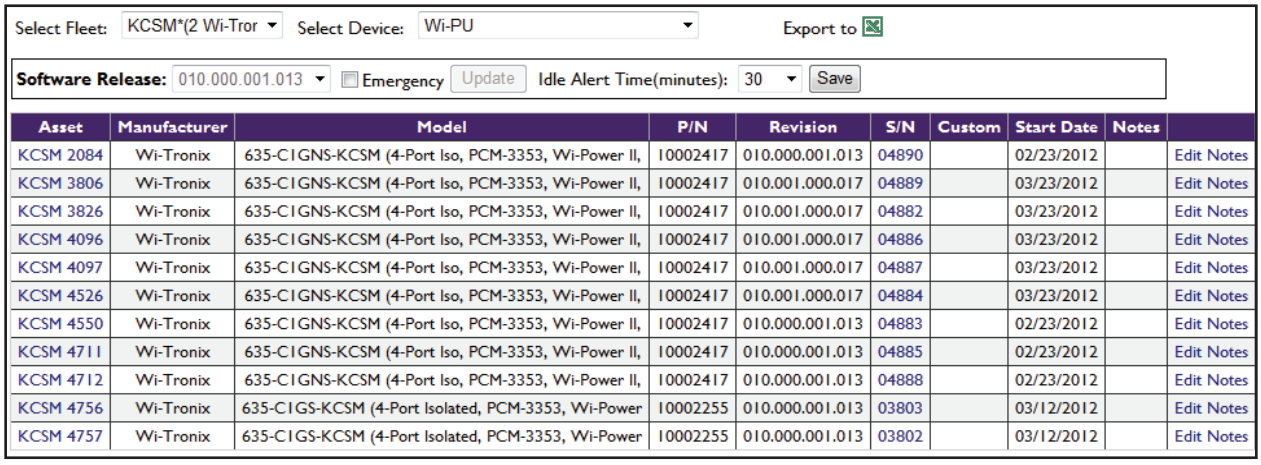
Asset	Time	Location	MP	Status	Overall Health	Last Change	Wi-PU Comm	GPS	Event Recorder Comm	Fuel Sensor	LDVR	Control System Comm	TMU	AESS	WHM	APU	DP	CRs		Notes
KCSM 4097	3/28 10:10 AM	Indaparapeo, MI	-		Attention	3/27 9:10 AM	OK	OK	OK	OK	OK	OK	N/A	N/A	N/A	N/A	OK	26695	Edit	
KCSM 4526	3/28 10:05 AM	San Luis de la Paz, GT	-		Limited	3/28 7:01 AM	OK	OK	Failed	OK	Failed	OK	N/A	N/A	N/A	N/A	OK	-	Edit	
KCSM 4550	3/28 10:10 AM	Saltillo, CO	-		Limited	3/5 1:27 PM	OK	OK	OK	OK	Failed	OK	N/A	N/A	N/A	N/A	OK	25901	Edit	

Figure 2 - Monitoring System Health

4.5.3 Device and Software Configuration Tracking

Contractor device and software configuration management tools provide authorized UTA users with an easily accessible, real-time, fleet-wide configuration summary of the onboard configuration of not only the Contractor system but also connected subsystems. These reports include both current configuration information as well as complete history since the Contractor system was installed. Examples of these reports are shown in Figure 3 and Figure 4 below.

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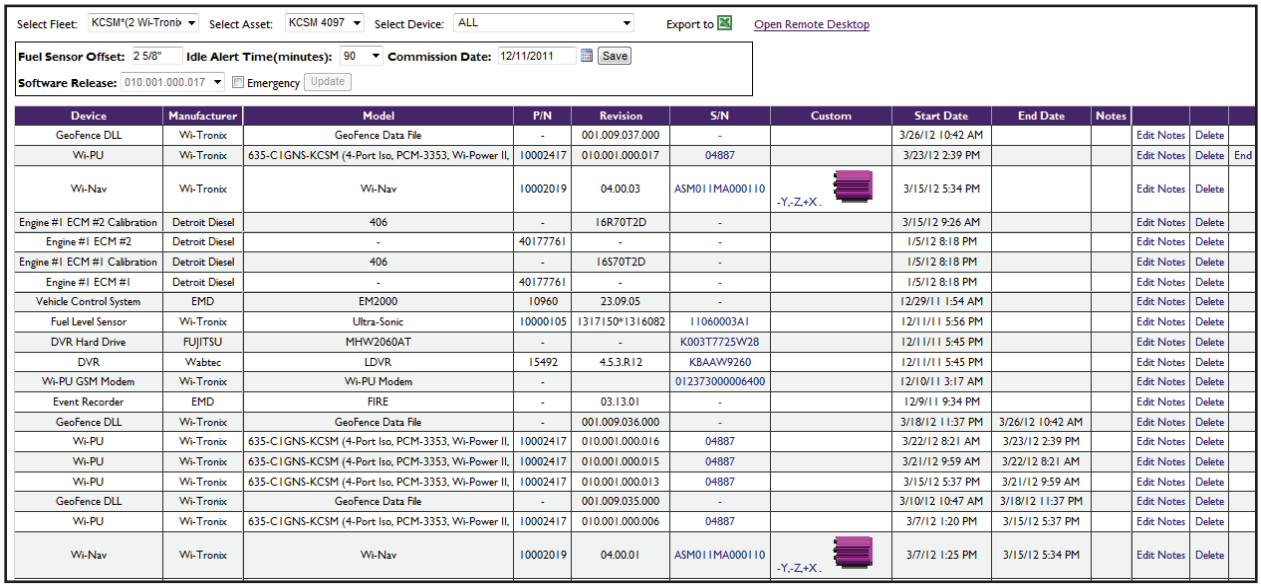


Select Fleet: KCSM*(2 Wi-Tror | Select Device: Wi-PU | Export to

Software Release: 010.000.001.013 | Emergency | Update | Idle Alert Time(minutes): 30 | Save

Asset	Manufacturer	Model	P/N	Revision	S/N	Custom	Start Date	Notes	
KCSM 2084	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04890		02/23/2012		Edit Notes
KCSM 3806	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04889		03/23/2012		Edit Notes
KCSM 3826	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04882		03/23/2012		Edit Notes
KCSM 4096	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04886		03/23/2012		Edit Notes
KCSM 4097	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04887		03/23/2012		Edit Notes
KCSM 4526	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04884		03/23/2012		Edit Notes
KCSM 4550	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04883		02/23/2012		Edit Notes
KCSM 4711	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04885		02/23/2012		Edit Notes
KCSM 4712	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04888		02/23/2012		Edit Notes
KCSM 4756	Wi-Tronix	635-C1GS-KCSM (4-Port Isolated, PCM-3353, Wi-Power	10002255	010.000.001.013	03803		03/12/2012		Edit Notes
KCSM 4757	Wi-Tronix	635-C1GS-KCSM (4-Port Isolated, PCM-3353, Wi-Power	10002255	010.000.001.013	03802		03/12/2012		Edit Notes

Figure 3 – Fleet Device Configuration Reports



Select Fleet: KCSM*(2 Wi-Tronix | Select Asset: KCSM 4097 | Select Device: ALL | Export to | Open Remote Desktop

Fuel Sensor Offset: 2 5/8" | Idle Alert Time(minutes): 90 | Commission Date: 12/11/2011 | Save

Software Release: 010.001.000.017 | Emergency | Update

Device	Manufacturer	Model	P/N	Revision	S/N	Custom	Start Date	End Date	Notes			
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.037.000	-		3/26/12 10:42 AM			Edit Notes	Delete	
Wi-PU	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04887		3/23/12 2:39 PM			Edit Notes	Delete	End
Wi-Nav	Wi-Tronix	Wi-Nav	10002019	04.00.03	ASM011MA000110	-Y,-Z,+X,	3/15/12 5:34 PM			Edit Notes	Delete	
Engine #1 ECM #2 Calibration	Detroit Diesel	406	-	16R70T2D	-		3/15/12 9:26 AM			Edit Notes	Delete	
Engine #1 ECM #2	Detroit Diesel	-	40177761	-	-		1/5/12 8:18 PM			Edit Notes	Delete	
Engine #1 ECM #1 Calibration	Detroit Diesel	406	-	16S70T2D	-		1/5/12 8:18 PM			Edit Notes	Delete	
Engine #1 ECM #1	Detroit Diesel	-	40177761	-	-		1/5/12 8:18 PM			Edit Notes	Delete	
Vehicle Control System	EMD	EM2000	10960	23.09.05	-		12/29/11 1:54 AM			Edit Notes	Delete	
Fuel Level Sensor	Wi-Tronix	Ultra-Sonic	10000105	1317150*1316082	11060003A1		12/11/11 5:56 PM			Edit Notes	Delete	
DVR Hard Drive	FUJITSU	MHW2060AT	-	-	K003T7725W28		12/11/11 5:45 PM			Edit Notes	Delete	
DVR	Wabtec	LDVR	15492	4.5.3.R12	KBAAW9260		12/11/11 5:45 PM			Edit Notes	Delete	
Wi-PU GSM Modem	Wi-Tronix	Wi-PU Modem	-		012373000006400		12/10/11 3:17 AM			Edit Notes	Delete	
Event Recorder	EMD	FIRE	-	03.13.01	-		12/9/11 9:34 PM			Edit Notes	Delete	
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.036.000	-		3/18/12 11:37 PM	3/26/12 10:42 AM		Edit Notes	Delete	
Wi-PU	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.016	04887		3/22/12 8:21 AM	3/23/12 2:39 PM		Edit Notes	Delete	
Wi-PU	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.015	04887		3/21/12 9:59 AM	3/22/12 8:21 AM		Edit Notes	Delete	
Wi-PU	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.013	04887		3/15/12 5:37 PM	3/21/12 9:59 AM		Edit Notes	Delete	
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.035.000	-		3/10/12 10:47 AM	3/18/12 11:37 PM		Edit Notes	Delete	
Wi-PU	Wi-Tronix	635-C1GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.006	04887		3/7/12 1:20 PM	3/15/12 5:37 PM		Edit Notes	Delete	
Wi-Nav	Wi-Tronix	Wi-Nav	10002019	04.00.01	ASM011MA000110	-Y,-Z,+X,	3/7/12 1:25 PM	3/15/12 5:34 PM		Edit Notes	Delete	

Figure 4 – Asset Device Configuration History Report

4.5.4 Commissioning

The purpose of (re)commissioning is to ensure that the Contractor system is installed correctly and that communication and basic functionality with all connected systems is operational.

5. Hosting Services Software as a Service (SaaS).

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SaaS shall include the Feature Modules as defined in Exhibit 1 to this Schedule.

Reference Documents

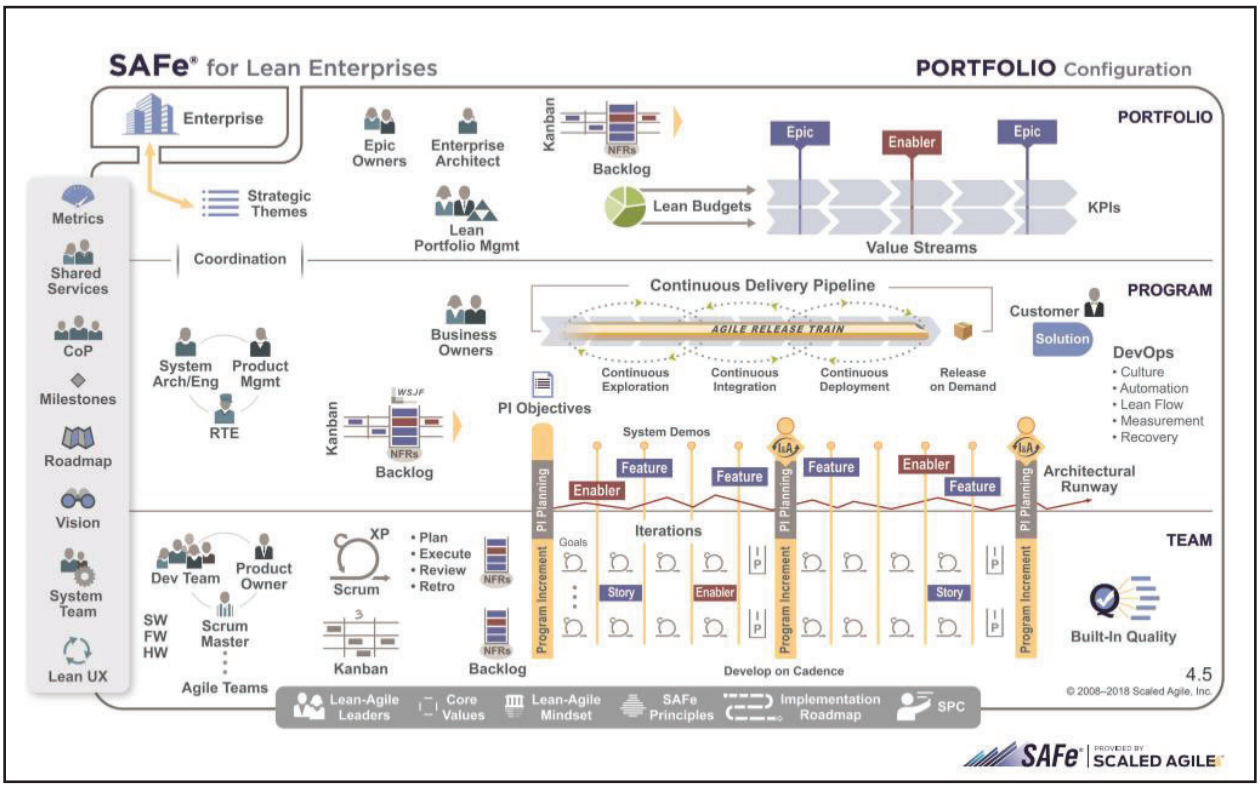
Document	Revision Date
Integrating Customer Credentials into Wi-Tronix using Single Sign On	Version 1.0 April 29, 2013
Wi-Tronix Train Integration Specification	Version 5.4 October 03, 2019
Wi-Tronix Train Integration - Customer Testing Expectation	Version 1.0 Sep 7, 2013
Wi-Tronix Asset Status Integration Specification	Version 2.2 Mar 31, 2015
Wi-Tronix Locomotive Position Web Service Specification	Version 1.20 Nov 8, 2019
Wi-Tronix Asset Status (Out of Service)	Version 1.0 Aug 26, 2019
Wi-Tronix Asset Health Web Service Specification	Version 0.2 Oct 27, 2014
Wi-Tronix VTOM Web Service Specification VOM Only	Version 1.0 Jul 6, 2016
SSO Customer Onboarding	Version 1.1 May 8, 2018
Wi-Tronix System Fault Event	Version 1.0 Jan 26, 2021
Wi-Tronix Refuel Events	Version 1.0 Apr 12, 2021
Wi-Tronix Fleets	Version 1.0 Jun 2021
Wi-Tronix Devices	Version 1.0 Jun 2021

a. SaaS Features Update Process

Contractor develops and maintains SaaS solutions using Scaled Agile Framework (SAFe). A cornerstone of our process, SAFe principles leverage Lean and Agile methodology at scale across the enterprise to plan, schedule and control the prioritization of releasing updates, features and enhancements. The primary reason we

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adopted this methodology is to achieve higher levels of productivity and quality within our organization as well as to increase engagement with our customers.



i. Update Request Process

Our process supports a commitment to improvement, and engages UTA as a central part of the solution. UTA Success Managers will coordinate with UTA to involve key individuals in reviewing demonstrations of system updates and new features as they are developed. UTA can provide insights on products and features as they become available.

Our request process engages with all Contractor customers to prioritize updates, features and enhancements which would serve the broadest customer base. Where there is urgency for delivery of a unique feature set, Contractor will provide a quote.

ii. Update Road Map

To manage development and release cycles, we utilize a product roadmap which depicts major updates and enhancements forecasted for development that would serve the broadest Contractor customer base. The roadmap is intended to provide communication to customers of forecasted functionality. Based on customer feedback, it is iteratively updated at least quarterly to ensure planned development

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is aligned with the business needs of our customers.

iii. Release Planning

1) Release Schedule

We employ a ten (10) to twelve (12) week development lifecycle enabling four (4) to five (5) major releases of features and updates across the solution. All Releases will be backwards compatible to the greatest extent possible. However,

Contractor does not guarantee that it will support any particular technology or functionality indefinitely. Contractor reserves the right to change functionality and implementation methods as technology changes.

2) Periodic Software Requests

During regular meetings (typically bi-weekly) with the Contractor Customer Success Managers, Contractor and the UTA Project Team will review and discuss status of all defects and updates that are currently requested by customers for implementation within the next twelve (12) months.

iv. Release Testing Schedule

The SaaS Release testing schedule will be provided and updated as required to provide UTA with a twelve (12) month look ahead for planning purposes.

1) Acceptance Testing Process

In our current model, Contractor will employ the following release deployment process for the onboard software. Contractor will identify a set of test assets to which released software will be deployed. Contractor will monitor the performance of these units over a period of five (5) to ten (10) business days and then proceed with a gradual rollout across the fleet. While this reflects our current practices, we are migrating to a Continuous Integration Continuous Deployment model to enable deployments of software more frequently (up to daily).

Contractor will remotely deploy released software to Contractor Hardware.

6. SaaS Availability Service Level Agreement (SLA)

SaaS Architecture - The Contractor SaaS solution is built on a virtualized platform and industry leading SAN technologies utilizing relational database architecture. Web, Application, and Database servers are part of the back office. Contractor Hardware such as the Contractor Wi-PU™ or Violet Edge™ resides on UTA's mobile assets.

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i. System and Data Access

Data is protected using a combination of role-based website controls, SQL, and Active Directory security. Auditing is built into our SaaS system. A log of access to UTA data is available on the Contractor Website solely to authorized individuals. Access to Contractor Website is regulated by role-based access control.

ii. System and Organization Controls

Compliant with SOC 2. Service Organization Controls (SOC) 2 reports are designed to provide comfort over the following principles: Security, Availability, Confidentiality, Processing Integrity, and Privacy (if applicable) of a system. A system is comprised of the infrastructure, software, people, procedures, and data used to complete the services provided.

iii. SaaS Availability Calculation

Quarterly SaaS availability shall be calculated as defined in the formula below:

$$Quarterly\ Availability = \frac{(92\ days * 24\ hours - outage\ duration)}{(92\ \text{days}\ *\ 24\ \text{hrs})}$$

Contractor overall quarterly SaaS availability goal is 99.9%.

iv. SaaS Outage Duration

If only a portion of the assets in a given fleet are not sampling or a part of the Sampling Application is down, the outage duration is weighted to account for only the percentage of the fleet being unavailable due to the defect per the formula below:

$$weighted\ outage\ duration = outage\ duration * \left(\frac{\text{number of Customer's assets not sampling due to defect}}{\text{total Customer's assets}}\right)$$

For example, if 100 assets out of 1000 assets were not sampling for 200 minutes due to a defect, then

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$$weighted\ outage\ duration = 200\ min * \left(\frac{100}{1000}\right) = 20\ minutes$$

If outage downtime is less than 20 minutes, it shall not be included in availability calculation.
Contractor will examine any outage greater than or equal to twenty (20) minutes to understand the cause and determine preventative and corrective measures. If the outage was the result of the Services, Contractor will determine how it could have been prevented altogether or corrected more quickly.

v. SaaS Availability Report

SaaS availability will be measured and provided to customers at least quarterly. It is understood that, in the event that the availability metric is not met in a particular calendar quarter, Contractor will have thirty (30) days from the time of notification to remedy the condition.

vi. SaaS Defect Service Level Agreement (SLA)

SEV DEFECT (SEV) means a severe defect, customer reported issue or Contractor detected high priority defect based on risk analysis and definitions in Exhibit 2.

Interim Containment Action means an action taken by Contractor to temporarily resolve a SEV Defect and protect the Customer. The Interim Containment Action is temporary and is typically removed after the Permanent Correct Action is taken.

Permanent Corrective Action means an action taken by Contractor to permanently resolve the root cause of a SEV Defect and remove or change the conditions of the product or process that was responsible for the problem. Addresses root cause of how the problem happened and how it was not detected (if applicable)

Preventative Corrective Action means an action taken by Contractor to prevent future problems. Focus on system improvement to address root cause of how the problem happened and how it was not detected (if applicable).

SEV defect Interim Containment Action SLAs:

- SEV0 an Interim Containment Action identified and implemented within twenty-four (24) hours.
- SEV1 an Interim Containment Action identified and implemented within seventy-two (72) hours.
- SEV2 an Interim Containment Action identified and implemented within thirty business (30) business days.
- SEV3 an Interim Containment Action identified and implemented within ninety business (90) business days.

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Note: For onboard software these SLAs do not include fleet deployment of onboard software. If an onboard software rollout is required as part of the interim corrective action, it is considered complete when testing is completed.

SEV defect Permanent Corrective and Preventative Action SLAs:

- SEV0, SEV1, and SEV2 a Permanent Corrective Action shall be deployed prior to closure.
- SEV0 and SEV1 a Preventative Corrective Action shall be deployed prior to closure.

1) Defect Resolution Time

If Contractor fails to close out a Defect in the timeframe guaranteed in Exhibit A, Section 3, Defect Reporting, UTA shall receive a service credit applied to the next quarterly invoice as a percentage of the then current quarterly Service Fee for the affected assets, whether some or all, for each day the defect persists beyond the service commitment, per the table below :

SEV Level	Service Commitment	Service Credit Percentage of Quarterly Service Fee	Service Credit Cap Per Incident
0	1 day	1.0%	3.0%
1	72 hours	0.33%	3.0%
2	30 business days	0.25%	3.0%

Service credits shall not accrue for any Defects caused solely by changes made by UTA or UTA 3rd party providers (e.g. configuration changes or firmware updates).

7. SaaS Integrated Services

Initial implementation and configuration of the following integrated Services are included as part of the Contract. For each integration, Contractor will provide a defined specification. If UTA requests to deviate from the Contractor-provided specification in any way, UTA shall request an update per Section **Error! Reference source not found.**.1 herein.

i. Single Sign On. Single Sign On ("SSO") is included in the Services; provided that, the UTA complies with the following:

- UTA implements SSO using supported data transport method and the SSO specification provided by Contractor titled ***Integrating Customer Credentials into Contractor Using Single Sign On***.
- UTA dedicates resources to support the development of the SSO as needed by Contractor (i.e., requirements definition, feedback and clarification

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questions during development, UTA-required development, UTA-required testing, etc.).

- UTA provides Contractor with necessary user accounts for testing and validation of the SSO functionality. This includes ability to test in development and production environments as well as ability to change security access for some accounts on request for testing purposes.
- UTA signs the ***Contractor Agreement Regarding Single Sign On***.

ii. Business to Business. UTA Business to Business ("B2B") network integration is included in the Services for UTA to exchange Contractor related data (see reference documents in Section 5) provided that UTA complies with the following requirements:

- UTA implements the B2B network integration using Contractor-supported data transport method and the data integration specification provided by Contractor (currently web services or message queue).
- UTA dedicates resources to support the development as needed by Contractor (i.e., requirements definition, feedback and clarification questions during development, UTA-required development, UTA-required testing, etc.).
- UTA supports redundant 'Site-to-Site IPsec' (with pre-shared key) Virtual Private Network ("VPN") when required for transmission of data between companies.
- One VPN term
- inates at Contractor headquarters data center.
- Second VPN terminates at Contractor Disaster Recovery ("DR") site.
- UTA supports policy based 'NATing' as required.
- UTA supports Contractor use of SLAs for VPN connection monitoring and failover routing.
- UTA supports ping (icmp) monitoring of a local device for overall VPN connectivity and performance monitoring.
- UTA network routing and firewalls are configured to provide connectivity from Wi-Fi connected 'OBD' to the Contractor back office via the redundant 'Site-to-Site IPsec' VPNs

iii. Website Branding. Website co-branding is included in the Services provided UTA provides a company logo in the requested and standard Contractor website format.

iv. Browser Support. Contractor strives to support the wide variety of browsers used by UTA. Contractor uses technology that is specifically architected to maximize cross-browser compatibility. However, it is not practical to formally validate the

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dozens of browser variations in use. Contractor release notes include a statement identifying the specific browsers used for formal validation.

v. UTA Train Information. Integration of customer train information is included in the Services provided that UTA complies with the following:

- UTA utilizes Contractor standard logic and implements interface via web services as defined in Contractor-provided document titled ***'Wi-Tronix Train Integration Specification'.***
- UTA dedicates resources to support the development as needed by Contractor (i.e., requirements definition, feedback and clarification questions during development, UTA-required development, UTA-required testing, etc.)
- UTA enters/updates all the required station geofences and performs the train integration validation testing per the Contractor document '***Wi-Tronix Train Integration - Customer Testing Expectation'.***
- UTA provides asset out-of-service information per the Contractor specification '***Wi-Tronix Asset Status Integration Specification'*** or other mutually agreed upon format along with the train information data feed.

d. **Additional SaaS Setup Services**

Upon receipt of the following information from the UTA in addition the asset survey information per section 1 above Contractor will complete the SaaS setup of the UTA's monitored assets**:**

- Train handling rule book and alert thresholds/criteria
- Milepost 'GIS' data
- Identify UTA roles and access levels (only needed if not SSO)

8. Detailed Roles and Responsibilities:

a. UTA Roles and Responsibilities:

i. UTA shall identify individuals to participate as designated representatives and coordinate with Contractor Project Representatives.

ii. UTA shall assemble a team designated as "Working Team" who routinely reviews and assesses their needs and coordinates scheduling efforts with Contractor personnel to assure UTA's best interests are met and mutually accepted.

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iii. UTA designated representatives, members, or their designees, shall coordinate submittal of UTA enhancement change requests and participate in quarterly business review sessions.

iv. UTA shall provide a dedicated IPSEC tunnel between Contractor back office and each UTA server hosting UTA Services which are necessary to support the Features and Services called out in the License and Hosting Agreement and are not otherwise publicly accessible.

v. UTA shall provide access to required UTA web services, FTP data and emails necessary to support the Features and Services called out in the License and Hosting Agreement. Contractor is not responsible for information gaps if these systems are not available.

vi. UTA shall be responsible for monitoring the health of the onboard Wi-PU's based on the assumption that the Contractor onboard health monitoring component being available and functional.

vii. UTA shall be responsible for approving new website account requests, assigning appropriate roles and providing this information to Contractor in support of user account management services (only required if SSO is not implemented).

viii. UTA shall provide and update as necessary all appropriate UTA contact information required for notifications as outlined in this document. The following are UTA organizational contacts are to be provided:

1) UTA's Information Technology Help Desk
2) UTA Service Desk
3) UTA's Locomotive Help Desk

ix. UTA shall designate select users as beta testers to support acceptance testing activities.

x. UTA may provide Contractor system diagrams and installation instructions to third party installers of Contractor systems. These installers and their employers must have current NDAs with UTA.

xi. Third party installers of Contractor systems shall be required by the UTA to execute a Contractor Third Party Access agreement prior being given access to UTA data via the Contractor system.

b. Contractor Roles and Responsibilities:

i. Contractor shall identify individuals to participate as the Contractor Service Delivery Team and coordinate with UTA designated representatives. UTA may request a change of a Contractor Project Team

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member. Contractor shall work with UTA to identify any shortcomings in the expertise of its Project Team and take mutually acceptable corrective actions within thirty (30) days.

ii. Contractor shall assemble a team designated as "Working Team" who will coordinate scheduling efforts with UTA "Working Team" to assure UTA's best interests are met and mutually accepted.

iii. Contractor shall provide the UTA designated representatives with all required Contractor tools to allow adequate monitoring and potential troubleshooting of any issues causing data integrity problems.

iv. Contractor Project Team members, or their designees, shall manage and track change requests and participate in software release working and planning sessions.

v. Installation, maintenance and upgrades for SaaS.

vi. Installation, maintenance and upgrades for the Program and any applicable security updates required for the Windows Embedded operating system as deployed.

vii. A 24/7/365 help desk support.

viii. Provide, manage and maintain the Contractor hosting environment to meet or exceed the overall back office availability goal.

ix. Provide notification and coordinate with UTA for planned maintenance that may cause downtime in excess of fifteen (15) minutes for the Program and/or the features and services included as part of the License and Hosting Agreement.

9. Escalation Process

Contractor provides multiple paths available to escalate concerns within project team bi-weekly calls. The following Contractor points of contacts are provided to facilitate escalation or issues identified per the above referenced sections.

Primary Contact: Customer Success Manager
Escalation: Vice President of Customer Experience
Escalation: Chief Operating Officer (COO)
Escalation: President

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UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT
(SCHEDULE C)

FEES

Contractor shall bill per schedule listed below. The total Contract value is a not to exceed $232,649.64. Upon signing of the Contract, UTA shall pay Contractor in accordance with the following Schedule (in US dollars), which may be updated from time to time by the parties in writing or via email:

1. **Optional Onsite Customer Success Representative Charges**
   Contractor provided services can be quoted upon request.
2. **Installation or Field Support Charges**
   Contractor provided onboard system installation services can be quoted upon request.

3. **Hosting Software as a Service (SaaS) Subscription Fee for the Initial Term of the Contract**:

Contractor shall provide back office and the SaaS, hosting and maintenance along with Monthly Cellular service plan for UTA's locomotives (See Exhibit 1 to Schedule B for details)

Item	Description	List Price (per Asset/Per Month)
1	Core Package – Base Product Features	$156.00
2	Wi-Tronix Energy Management (Fuel)	$30.50
3	Train Integration Package	$10.00
	TOTAL	**$196.50**

Optional

Item	Description	List Price (per Asset/Per Month)
4	Violet DVR Two Camera	$45.00
5	Mobile Device Detection	$25.00
6	Second-By-Second Data Streaming & API	$40.00

5. Charges, Fees and Pricing Changes
Charges, and Subscription Fees are fixed for the term of this Contract with the exception of an annual price adjustment based on current PPI as described in Paragraph 6 below.

6. *Charges, Fee and Pricing Escalation
Except as otherwise stated herein, Charges, Subscription Fees and/or pricing will be increased based on the producer price index ("PPI") percent change relative to a Base PPI. No downward

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adjustments will be made. The Schedule set forth on Table I utilizes the unadjusted annualized PPI for Software Maintenance, Technical Support, and Other Services Related to Software Publishing calculated in December of the appropriate year. The PPI is the published index for US Producer Price Index "Software Maintenance, Technical Support, and Other Services Related to Software Publishing" (1997=100, Series I.D. PCU511210511210504 at www.bls.gov). The annualized PPI is utilized and is subject to revision four months after original publication.

Effective Date		Fee, Charge or Price
Contract Start	Dec. 31, 2021	$Base\ Price\ (Fee\ or\ Charge)$
Jan. 1, 2023	Dec. 31, 2023	$(2022\ Price) * (1 + \left(\frac{(PPI\ for\ 2021 - 2020\ PPI)}{2020\ PPI}\right))$
Jan. 1, 2024	Dec. 31, 2024	$(2023\ Price) * (1 + \left(\frac{(PPI\ for\ 2022 - 2021\ PPI)}{2021\ PPI}\right))$
Jan. 1, 2025	Dec. 31, 2025	$(2024\ Price) * (1 + \left(\frac{(PPI\ for\ 2023 - 2022\ PPI)}{2022\ PPI}\right))$
Jan. 1, 2026	Dec. 31, 2026	$(2025\ Price) * (1 + \left(\frac{(PPI\ for\ 2024 - 2023\ PPI)}{2023\ PPI}\right))$
Jan. 1, 2027	Dec. 31, 2027	$(2026\ Price) * (1 + \left(\frac{(PPI\ for\ 2025 - 2024\ PPI)}{2024\ PPI}\right))$
Jan. 1, 2028	Dec. 31, 2028	$(2027\ Price) * (1 + \left(\frac{(PPI\ for\ 2026 - 2025\ PPI)}{2025\ PPI}\right))$

For subsequent years the calculations herein will extend and continue in the same manner as defined above.

Annual rate is broken down based on 18 assets installed on 18 Front Runner Locomotives. The annual totals below are not to exceed the amounts:

2023 = $43,820.64 (ie; $2,434.48 x 18= 43,820.64)
2024 = $45,135.18 (ie; $2,507.51 x 18= 45,135.18)
2025 = $46,489.32 (ie; $2,582.74 x 18= 46,489.32)
2026 = $47,883.96 (ie; $2,660.22 x 18= 47,883.96)
2027 = $49,320.54 (ie; $2,740.03 x 18= 49,320.54)

Total value for hardware, software and subscription services through 2027 will not to exceed contract value $232,649.64. *NTE are subject to PPI adjustment as shown as in Table 1.

Table 1 - Escalation Schedule

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Paul Drake, Director of Real Estate & TOC

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Perkins & Will, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Perkins & Will, Inc., with an estimated total cost of $600,000; and to add them to the Station Area Planning Pool of Consultants (Pool A). If total costs under this task ordering agreement exceed $600,000, additional board approval will be required.

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response to Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Perkins & Will, Inc., has been selected for Pool A: Station Area Planning, Design and Refinement. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Perkins and Will, Inc.
Contract Number:	22-0356713
Base Contract Effective Dates:	03/08/2023 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	Future Capital Plans

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356713
TOD Station Area Planning Consultant Pool A

This Task Ordering Agreement (TOA) 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 Perkins & Will, Inc., ("Consultant").

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional consulting services per the Statement of Services contained at Exhibit A.

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("RFQu") encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

a. Consultant shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

b. Consultant shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

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d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

f. Consultant is not guaranteed to receive any minimum number of task orders under this Agreement.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.

b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Consultant shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.

c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Consultant and procure the item outside this Contract.

3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

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e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Consultant has fully performed the work under a Task Order, UTA's PM will notify the Consultant of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Consultant knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than November 1, 2027. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

6. COMPENSATION

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Consultant for

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satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Consultant for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs'.

7. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:

   1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
   2. UTA's RFQu including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
   3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

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

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

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Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

   A. The date, circumstances, and source of the change; and

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

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

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

10. INVOICING PROCEDURES

a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. To timely process invoices, Consultant shall include the following information on each invoice:

   i. Consultant Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

13. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

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consent of UTA. The following personnel are considered to be "key" under this clause:
Geeti Silwal – Principal-in-Charge
Marc Asnis - Project Manager
Luca Giaramidaro - Urban Designer
Jeff Doble - Transit Hub Designer
Mania Bedikian - Transit Architect
James McGrath - Transit Planner
Stan Wall - Economic & Real Estate Consultant
Amalia Andrews - Public Involvement

If the key personnel listed above are changed without UTA's permission, the Consultant is in default of the contract and liable for default damages unless the change was outside the control of the Consultants.

14. SUSPENSION OF WORK

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

15. TERMINATION

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

b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under

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

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

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

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance,

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quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION.

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless 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

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Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover damages to the extent caused by the negligent acts, errors, or omissions in the performance of professional services or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

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

2. The Consultant's insurance coverage shall be primary insurance and non-

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contributory with respect to all other available sources.

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

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

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to vwoodward@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 contract administrator Vicki Woodward at vwoodward@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.

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

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21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONSULTANT

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

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 Consultant in this

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Contract or the proceeds thereof without specific written authorization by UTA.

24. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

Level of Authority		**Time Limit**
UTA	**PERKINS & WILL, INC.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Principal-in-charge	Five calendar days
UTA's Chief Service Development Officer	Consultant's In-house Legal Counsel	Five calendar days

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

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

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 Consultant consents to the jurisdiction of such courts.

26. ASSIGNMENT OF CONTRACT

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

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:

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

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

If to Consultant
Perkins & Will, Inc.,
ATTN: Geeti Silwal
Principal
The Wrigley Building
2 Bryant Street, Suite 300
San Francisco, CA 94105

c. 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.

d. Notwithstanding Section 23.1, 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.

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29. CONTRACT ADMINISTRATOR

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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

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

c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant'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.

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34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By Date:

Jay Fox,

Executive Director

By Date:

Mary DeLoretto,

Chief Service Development Officer

PERKINS & WILL, Inc.:

By: DocuSigned by: Geeti Silwal 6CEDD377E0684DE... Date: 1/25/2023

Name: Geeti Silwal

Title: Principal

Federal ID#36-2690384

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 1/26/2023

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447... Date: 1/26/2023

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356713VW

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EXHIBIT A – SCOPE OF SERVICES

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFQu.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Perkins & Will, Inc., being awarded a MTOA for

POOL A: Station Area Planning, Design, and Refinement

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

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Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both

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current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL A- Station Area Planning, Design and Refinement
Perkins & Will, Inc

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate - low	Basic Hourly Rate - high	Overhead rate Percentage	Fee	Burdened Bill Rate - low	Burdened Bill Rate - high
1	Perkins&Will	X		TBD	TBD	Principal	$ 94.00	$ 120.00	171.55%	10%	$ 280.78	$ 358.45
2	Perkins&Will	X		TBD	TBD	Associate Principal	$ 88.00	$ 102.00	171.55%	10%	$ 262.86	$ 304.68
3	Perkins&Will	X		TBD	TBD	Senior Project Manager	$ 68.00	$ 82.00	171.55%	10%	$ 203.12	$ 244.94
4	Perkins&Will	X		TBD	TBD	Senior Project Designer	$ 64.00	$ 80.00	171.55%	10%	$ 191.17	$ 238.96
5	Perkins&Will	X		TBD	TBD	Senior Project Architect	$ 64.00	$ 80.00	171.55%	10%	$ 191.17	$ 238.96
6	Perkins&Will	X		TBD	TBD	Senior Technical Staff	$ 64.00	$ 80.00	171.55%	10%	$ 191.17	$ 238.96
7	Perkins&Will	X		TBD	TBD	Project Manager	$ 60.00	$ 76.00	171.55%	10%	$ 179.22	$ 227.02
8	Perkins&Will	X		TBD	TBD	Project Designer	$ 60.00	$ 76.00	171.55%	10%	$ 179.22	$ 227.02
9	Perkins&Will	X		TBD	TBD	Project Architect	$ 60.00	$ 76.00	171.55%	10%	$ 179.22	$ 227.02
10	Perkins&Will	X		TBD	TBD	Technical Staff	$ 60.00	$ 76.00	171.55%	10%	$ 179.22	$ 227.02
11	Perkins&Will	X		TBD	TBD	Designer 3	$ 44.00	$ 54.00	171.55%	10%	$ 131.43	$ 161.30
12	Perkins&Will	X		TBD	TBD	Designer 2	$ 35.00	$ 42.00	171.55%	10%	$ 104.55	$ 125.46
13	Perkins&Will	X		TBD	TBD	Designer 1	$ 33.00	$ 40.00	171.55%	10%	$ 98.57	$ 119.48
14	Perkins&Will	X		TBD	TBD	Administartive Satff	$ 30.00	$ 40.00	171.55%	10%	$ 89.61	$ 119.48
15	Perkins&Will	X		TBD	TBD	Intern	$ 25.00	$ 30.00	171.55%	10%	$ 74.68	$ 89.61
16							$	$	%	%	$	$
17							$	$	%	%	$	$
18							$	$	%	%	$	$
19							$	$	%	%	$	$
20							$	$	%	%	$	$
	Signature:	Geeti Silwal			Date; 09 August 2022							
	Title:	Principal										

Perkins & Will, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____
TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Consultant) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed and other terms applicable to the work identified herein.
UTA and Consultant hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, ____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

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

UTAH TRANSIT AUTHORITY:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONSULTANT:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Perkins&Will.

A. The Bidder / Offeror has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subconsultants, etc. of the Bidder / Offeror EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Offeror designates -- Name Marc Asnis

Title Project Manager

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Offeror employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Perkins&Will

Address: 2 Bryant Street, Suite 300, San Francisco, CA 94105

Signed: Lyeti Silwal

Title: Principal

Phone Number: 415-546-2943

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of TBD **percent (** TBD **%)** of the total dollar amount of the contract work.

Bidders/Offerors shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
X Factor Strategic Communications	Visual Communications and Community Engagement/Feedback	$ TBD	TBD %
REDCON Land Surveying	Surveying	$ TBD	TBD %
		$	%
		$	%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

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❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: April 19, 2022

Company Name: Perkins&Will

Signature: Geeti Silwal

Printed Name: Geeti Silwal

Title: Principal

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $_____ if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter/ annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Consultant:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

Perkins&Will

April 15, 2022

Bryan Yates
Redcon
25 Main Street #200
Centerville, UT 84014

Re: Attachment A-2: Intent to Subcontract with DBE Firm, RFP 22-03567VW

Dear Bryan,

Our firm is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide surveying in the amount TBD if our firm is awarded the contract with Utah Transit Authority. A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

Signature

Bryan Yates
Printed Name

President
Title

Prime Consultant:

Geeti Silwal

Signature

Geeti Silwal
Printed Name

Principal
Title

2 Bryant Street, Suite 300
San Francisco, CA 94105

www.perkinswill.com

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

Perkins&Will

April 15, 2022

Muriel Xochimitl
X Factor Strategic Communications
1633 W Innovaton Way 4th Floor
Lehi, Utah 84043

Re: Attachment A-2: Intent to Subcontract with DBE Firm, RFP 22-03567VW

Dear Muriel,

Our firm is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide strategic communications and community enagement in the amount TBD if our firm is awarded the contract with Utah Transit Authority. A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

Signature

Muriel Xochimiti
Printed Name

President
Title

Prime Consultant:

Signature

Geeti Silwal
Printed Name

Principal
Title

2 Bryant Street, Suite 300
San Francisco, CA 94105

www.perkinswill.com

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

N/A

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date:_____

Signature:_____

Printed Name:_____

Title:_____

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants that have less than 50 employees or have a contract for less than $50,000 yet more than $10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: Perkins&Will

(Print name & title)

Solicitation No. 22-03567VW

Name of Project UTA TOD

Location of Workforce San Francisco

Prime Consultant Perkins&Will

In keeping with UTA policy of nondiscrimination in employment practices, the Perkins&Will (Name of Company) has set as a project goal for the utilization of minorities, which is TBD %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The Perkins&Will (Company name), by its Principal (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction Consultants)

If the Consultant has 50 or more employees **and** a contract of $50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors. EEO Report included on the following page.

Lyeti Silwal Principal

Signature and Title of Company Official (Consultant)

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CO= A360922
U= A360922

EQUAL EMPLOYMENT OPPORTUNITY
2020 EMPLOYER INFORMATION REPORT EEO-1
CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. DAR HOLDINGS USA INC
410 NORTH MICHIGAN AVENUE
SUITE 1600
CHICAGO, IL 60611

2.a. DAR HOLDINGS USA INC
410 NORTH MICHIGAN AVENUE
SUITE 1600
CHICAGO, IL 60611

c. EIN= 364171164

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- N DUNS= 054611041

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541310 - Architectural Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			********** MALE **********						********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN NDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	6	3	126	2	0	8	0	2	43	2	0	6	0	3	201
FIRST/MID OFFICIALS & MGRS	23	20	260	13	0	23	2	3	120	6	0	17	0	2	489
PROFESSIONALS	128	76	776	52	3	171	4	21	453	39	2	155	1	32	1913
TECHNICIANS	14	6	60	15	0	13	0	2	18	3	0	7	0	1	139
SALES WORKERS	0	0	4	0	0	1	0	0	2	0	0	0	0	0	7
ADMINISTRATIVE SUPPORT	10	14	12	1	0	3	0	2	81	9	0	7	1	3	143
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	181	119	1238	83	3	219	6	30	717	59	2	192	2	41	2892
PREVIOUS REPORT TOTAL	219	139	1439	85	4	274	5	35	863	73	5	254	4	51	3450

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/5/2020 THRU 12/18/2020

SECTION G - CERTIFICATION

CERTIFIED DATE [EST]: 8/23/2021 9:42 AM

CERTIFYING OFFICIAL: Tiffany Conner
TITLE: HRIS Manager
EMAIL: tiffany.conner@perkinswill.com
PHONE: 312-755-4596

EEO1 REPORT CONTACT PERSON: Tiffany Conner
TITLE: HRIS Manager
EMAIL: tiffany.conner@perkinswill.com
PHONE: 312-755-4596

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-0356VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

--OR—

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR-

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Geeti Silwal — 4/19/22

Signature — Date

This form is N/A as we will consult but not procure.

Principal

Title

Geeti Silwal. Principal

Name of Company/Offeror

Rev 5/30/07

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

_____

Signature of the Bidder or Offeror Authorized Official

Geeti Silwal, Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 36-2690384

April 19, 2022

Date

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is de barred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to excee d that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Geeti Silwal, Principal, hereby certifies

(Name and Title of Company Official)

on behalf of Perkins&Will that:

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 13 day of April, 2022.

By Geeti Silwal
(Signature of Authorized Official)

Principal
(Title of Authorized Official)

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

This form is not applicable to us

Date 4/13/22

Signature Yeeti Silwal

Title Principal

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONSULTANTS**. Return the form from each Offeror **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Perkins&Will

Firm Address: 2 Bryant Street

Suite 300

San Francisco, CA 94105

Status: Non-DBE X DBE ____

Company's Type of Work: Architecture

Month/Year firm started: Founded in 1935, articles of incorporation: 26 of March, 1970

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

Company Owner(s) Ethnic Background (optional)

____African American	____Asian	____Male
____Hispanic	____Native American	____Female
____Polynesian	____Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	_____
$1 Million - $5 Million	_____	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_X__

Name of Solicitation: UTA TOD 22-03567VW

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Perkins&Will, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Perkins&Will

Signed by: Lyceti Silva

Title: Principal

Date: 4/13/21

DocuSign Envelope ID: 6E2F60D9-F232-471E-BE44-B9B9CA3A24B9

EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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If Consultant fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by consultant of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Consultant does not make payments to a trustee or other third person, Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any subconsultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Consultant employs apprentices or trainees under approved programs, Consultant shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

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Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

TITLE:

Contract: South Utah Valley FrontRunner Environmental and Preliminary Design (AECOM)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the award and authorize the Executive Director to execute the contract and associated disbursements with AECOM Technical Services, Inc., in the amount of $8,417,669, to perform the planning, environmental documentation, and preliminary design for the South Valley FrontRunner Project.

BACKGROUND:
By 2050, Utah County is expected to nearly double in population, adding 660,000 more people and surpassing 1.3 million people total. Planning ahead for this growth is imperative to meet current and future transportation demands. Recognizing the future transportation needs of the region, UTA in partnership with the Utah Department of Transportation (UDOT) and Mountainland Association of Governments (MAG) completed the South Valley Transit Study.

The South Valley Transit Study identified a Locally Preferred Alternative (LPA) that includes the extension of commuter rail from Provo to Payson. The LPA identifies a general route, and approximate station locations. The LPA also recommends adding express bus service from Payson to Santaquin. This Locally Preferred Alternative was identified considering factors such as transit ridership, land use, economic development, cost, and potential impacts to the natural and built environments.

UTA currently owns most of the corridor needed for this project with the exception of land needed for park and rides and areas of double tracking. Union Pacific Railroad (UPRR) currently has trackage rights on the

corridor and a new agreement will need to be negotiated with UPRR.

DISCUSSION:

The next step in project development is to prepare a National Environmental Policy Act (NEPA) document (anticipated to be an Environmental Assessment) and preliminary engineering (30%) for FrontRunner commuter rail extension from Provo to Payson, a distance of approximately 14 miles. The South Valley Frontrunner Environmental and Preliminary Design will complete this task.

UTA issued a qualifications-based procurement to select a qualified consultant team to prepare the South Valley Environmental Study. Services will include: Project Management, Preliminary (30%) Design Environmental Analysis and Documentation, Traffic and Transportation Analysis, Funding, Implementation, and Operations; and special studies (cultural resources, noise and vibration, hazardous materials, geotechnical, visual resources). AECOM Technical Services, Inc. was selected to complete this work.

This contract has a base term of 3 years and two one-year options. The contract value will not exceed $8,417,670 over the life of the contract.

CONTRACT SUMMARY:

Contractor Name:	AECOM Technical Services, Inc.
Contract Number:	22-03632BM
Base Contract Effective Dates:	March 2023 to January 31, 2026 + 2 additional option years
Extended Contract Dates:	NA
Existing Contract Value:	New Contract
Amendment Amount:	NA
New/Total Contract Value:	$8,417,669.92
Procurement Method:	RFQu
Budget Authority:	5-year Capital Plan (2023 Appropriation - $8,450,000)

ALTERNATIVES:

UTA could choose to not execute this contract and not continue with the next steps to developing this regionally significant project.

FISCAL IMPACT:

Mountainland Association of Governments has programmed $1,864,000 million of local "Exchange Funds" and the Utah State Legislature appropriated $5 million of TTIF funds from the FrontRunner allocation identified in the 2022 Appropriations Bill (HB-0003) for *" …planning and environmental analysis to extend Front Runner to Payson, including station area planning as appropriate."* UTA will provide funding ($1,553,070) using UTA local funds appropriated in the existing 5-year capital plan. The adopted 5-year plan has $8.5 million in 2023 appropriation authority for this project.

ATTACHMENTS:

Contract
MAG TIP UTA Funding Southvalley
UDOT Letter of Support

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PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03632BM
South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design

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 AECOM TECHNICAL SERVICES, INC., a Chicago, Illinois, Corporation ("Consultant").

RECITALS

WHEREAS, UTA (Utah Transit Authority) seeks a consultant to prepare an FTA-compliant NEPA (National Environmental Policy Act) document and associated 30% preliminary engineering to advance the South Valley commuter rail project.

WHEREAS, On September 29, 2022, UTA issued Request for Proposal Package Number 22-03623BM ("RFQu") encouraging interested parties to submit proposals to perform the services described in the RFQu**.**

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

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

AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a) Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

   b) Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

   c) All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules,

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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 Section 3 Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g) If Contractor fails to promptly remedy rejected Work as provided in Section 3.f, UTA

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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 for an initial 3- year period expiring January 31, 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two additional one-year option periods, for a total Contract period not to exceed Five years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a) For the performance of the Work, UTA shall pay 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

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

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

Any Contractor /contractor 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

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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 23 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 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, including:
      - Task Number
      - Activity Description
      - Budget
      - Previously Invoiced

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- Current Invoice
- Total Invoiced
- Remaining Budget
- Percent Spent

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 subcontractor s, 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 subcontractor s.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-

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percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

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

Loretta Markham, AICP Project Manager

Brooke Dempster, PE., Design Manager

Angie Bauer-Fellow, NEPA Lead

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

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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 subcontractor s 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

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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 subcontractor s. 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

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claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or 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 owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- 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

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Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

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that is not replaced.

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

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

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at 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. SUBCONTRACTOR S: 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-Contractor s 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.

20. OTHER INDEMNITIES

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

21. INDEPENDENT CONTRACTOR

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

Level of Authority	**Time Limit**
UTA's Project Manager/Contractor's Project Manager	Five Calendar Days
UTA's Director of Supply Chain/Consultant's Local Business Lead	Five Calendar Days
UTA's Chief Financial Officer/Consultant's District Transportation Lead	Five Calendar Days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the

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enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. NOTICES OR DEMANDS

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

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

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

If to Contractor :
AECOM TECHNICAL SERVICES, Inc.
Attn: Loretta Markham-756 East Winchester St.,
Suite 400, Salt Lake City, UT 84107

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

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS

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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 $1million:

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-818.5for the subcontractor 's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEYS FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. TRAVEL COSTS

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

35. SEVERABILITY

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

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36. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. 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.

38 .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:		**AECOM TECHNICAL SERVICES, INC.**	
By	Date:	By DocuSigned by: Tyler Besch 4066E04356A44F0...	Date: 2/3/2023
Jay Fox		Tyler Besch	
Executive Director		Vice President	
		Fed ID# 95-2661922	

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By Date:
Mary DeLoretto
Chief Service Development Officer

Approved as to Content and Form by

DocuSigned by:
Michael Bell
70E33A415BA44F6...

Date: 2/3/2023
Mike Bell, AAG State of Utah
and UTA Legal Counsel

Reviewed & Recommended by

DocuSigned by:
Janelle Robertson
6853314B5E84462...

Date: 2/3/2023
Janelle Robertson, UTA Project Manager III

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Exhibit A

Scope of Work and General Contract Assumptions

Introduction

The Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT) in partnership with Mountainland Association of Governments (MAG) and the Cities of Provo, Springville, Spanish Fork, and Payson seek to complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah.

The South Valley Transit Study, completed in 2021, concluded with a Locally Preferred Alternative (LPA) adopted by resolution by each of the local jurisdictions. The LPA recommends 14-miles of commuter rail from Provo to Payson along the right-of-way owned by UTA. The project includes three stations at Springville, Spanish Fork, and Payson.

UTA (Utah Transit Authority) seeks a consultant to prepare an FTA-compliant NEPA (National Environmental Policy Act) document and associated 30% preliminary engineering to advance the South Valley commuter rail project.

Assumptions

- An Environmental Assessment (EA) document is assumed to be the appropriate of NEPA documentation. NEPA documentation will be coordinated with FTA (Federal Transit Administration) upon project initiation.
- The project extent is 14 miles of commuter rail from Provo to Payson. Rail is assumed to be single track except at proposed Springville flyover (double track). Consultant will consider future double track in the design of single track.
- Express bus from Payson to Santaquin is not a part of this scope of services.
- A concept layout for the 14 miles of commuter rail will be provided to the Consultant, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of double track to facilitate meet locations.
- The Consultant will prepare a 10% concept design, largely based on the concept layout provided. Consultant will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at Provo/Springville boundary, and potential refinement of track layouts to serve Union Pacific freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. Consultant will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase.
- UTA will lead public engagement services. Consultant will support UTA/PMSC and will prepare exhibits and technical documents required by the NEPA process.
- UTA/PMSC will lead agency and stakeholder coordination. Consultant will support UTA/PMSC with agency and stakeholder coordination, including preparing materials, letters, and exhibits.
- UTA/PMSC will provide Consultant with existing right-of-way mapping identifying property owners
- UTA/PMSC will provide Consultant existing conditions survey.
- An operations and maintenance facility will be needed; a Title VI analysis for this facility is included within the environmental services scope of work.

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- UTA/PMSC will lead coordination with Union Pacific regarding future of freight use on both the Sharp and Tintic Industrial Leads. Environmental consultant (Consultant) will prepare exhibits or technical documents to support the coordination.
- Design to be based on UTA Commuter Rail Design Criteria and other applicable local agency/jurisdiction standards and design criteria.
- Consultant to conduct all environmental surveys and assessments.

Project Description

Commuter rail would operate between Provo Station and Springville on new UTA track (single track) constructed adjacent to the existing Sharp Industrial Lead, which currently serves active Union Pacific (UP) operations. The new UTA single track would start on the west side of the UP tracks leaving Provo FrontRunner Station and continue south for approximately 2 ½ miles on a 20' wide right of way for which UTA previously purchased fee title. The alignment then requires a flyover structure to switch to the east side of the UP tracks.

The flyover is desired to accommodate double track to be compatible with increased frequency in the future. After the flyover, the alignment continues on the east side of the UP tracks on UTA's 20' fee title right of way for an additional 2 ½ miles as it crosses into Springville, and to the proposed Springville Station, located south of 400 S (Springville).

Commuter rail from Springville to Spanish Fork would operate along the east side of the Sharp Industrial Lead for approximately one mile, where it then will utilize new UTA track to be built adjacent to the Sharp-Tintic Railroad Connection Project. The new rail then joins the Tintic Industrial Lead and continues for approximately 3 miles to the Spanish Fork Station. UTA owns the property rights of the Tintic corridor, which is roughly 70' wide.

Commuter rail from the Spanish Fork Station to the Payson Station will operate on new track constructed in the Tintic corridor for approximately four miles.

The total length of the corridor is approximately 14 miles.

Firm roles and responsibilities are summarized below:

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Firm	Role
AECOM	Project management; data collection; GIS; Alternatives Analysis report; environmental document; design support for 10 – 30% design; Union Pacific (UPRR) design coordination support; design lead services for structures, station architectural design, geotech, civil design (at-grade crossings, station access, landscape architecture), drainage, cost estimating, and quality assurance and control; public engagement/stakeholder coordination
Parsons	Design lead and design services for 10%, 25% and 30%; UPRR design review packages; utilities; Basis of Design report; data collection and public/Stakeholder coordination support
Parametrix	Conceptual design lead for 10% refinement/alternatives analysis, station area planning and design support, traffic modeling, public/stakeholder coordination support, NEPA review/advisory
Certus	Cultural resources to support NEPA document
Wetland Resources	Waters of the U.S. and threatened and endangered species, including wildlife and state species, to support NEPA document and permit identification
PRE	Train control systems design services
Meridian Engineering, Inc.	Identification of right-of-way and supplemental survey
Cross-Spectrum Acoustics	Noise and vibration analysis to support NEPA document
RSG	Ridership modeling

Project-wide Assumptions

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson. Rail is assumed to be single track except at proposed Springville flyover (double track). Express bus from Payson to Santaquin is not a part of the scope of
  services.
- An Environmental Assessment (EA) document is assumed to be the appropriate NEPA class of action, with the Federal Transit Administration (FTA) as the lead agency.
- A concept layout for the 14 miles of commuter rail will be provided to the AECOM team, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of
  double track to facilitate meet locations.
- The AECOM team will prepare a 10% concept design, largely based on the concept layout provided. The AECOM team will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at the Provo/Springville boundary, and potential refinement of track layouts to serve UPRR freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. The AECOM team will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase for input on station location and layout.

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- UTA/PMSC will lead coordination with UPRR regarding future freight use on both the Sharp and Tintic Industrial Leads. The AECOM team will prepare exhibits or technical documents to support the coordination.

Task 1. Project Management

AECOM will begin the project by setting up an in-person kick-off meeting with UTA/PMSC and the AECOM team shortly after Notice to Proceed (NTP). This meeting will include:

- Discussion of scope and schedule
- Outline of the Project Management Plan
- Confirmation of expectations on roles and responsibilities
- Confirmation of communication channels between project consultant team and UTA/PMSC

AECOM will prepare for and hold a broader project kick-off meeting to include project partners and will focus on overview of scope, schedule, team structure, and communication. AECOM will schedule project team meetings (consultant and UTA/PMSC) every two weeks for the duration of the two-year project. Additionally, AECOM will schedule weekly internal team meetings with members of the consultant team. AECOM will develop and distribute meeting agendas and minutes. Meetings are assumed to be a hybrid of virtual and in-person.

AECOM will provide overall direction and control for the work tasks as specified within the Scope of Work. AECOM will be responsible for team coordination, including with subconsultants; implementation of quality-control measures; project reporting to UTA; and project documentation. Anticipated tasks include:

- Coordinate activities among task leads and UTA/PMSC.
- Monthly invoicing and status reports, including schedule status, to include hourly rates, hours, and direct costs
  incurred by the consultant in performance of the contract for the project during the preceding accounting period; a summary of work performed; milestones and deliverables; a record of the total scope of work completed (cost to date) and percentage of scope of work remaining (cost remaining); and supporting documentation. This applies to all subconsultants on the project.
- Conduct bi-weekly meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan.
- Maintain an ongoing administrative record, consistent with NEPA requirements.

Deliverables

- Monthly progress reports with invoices including review of subconsultant invoices and progress reporting
- Meeting agendas and summaries
- Kick-off meeting materials and minutes
- Project Management Plan
- Quality Management Plan
- Administrative record

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Assumptions

- Weekly internal team meetings (consultant team)
- Bi-weekly team meetings (UTA/PMSC/AECOM team leads)
- Monthly management meetings (UTA/PMSC/consultant project manager/leads)
- Preparation for and participation in a project kick-off meeting (consultant team leads, UTA/PMSC, project partners) (2-hour meeting hybrid meeting, including in-person and virtual options)
- UTA/PMSC and consultant team coordination kick-off (2-hour in-person meeting)
- AECOM will submit deliverables such as meeting minutes and Project Management Plan to UTA/PMSC for review and will incorporate comments before finalizing; all draft and final deliverables will be maintained in the project file (administrative record)
- AECOM will maintain a SharePoint site for collaboration and file sharing

Task 2. Data Collection

AECOM will gather data and information necessary to complete the study. Data gathering will include, but not be limited to:

- GIS data from national, state, and local sources
- Regional transportation plans as they pertain to the project area
- Land use assumptions
- Existing transit system (including bus) and ridership
- Road network and traffic volumes
- Previous applicable corridor, interchange, and project studies by cities, counties, UTA, and UDOT
- Current general plans, transportation plans, and zoning for each city in the project area
- Planned and proposed roadway improvements, including data sharing with UDOT Spanish Fork Interchange environmental project team
- Current land use and development plans for each city, with specific focus at each potential station area
- Market studies that may have been completed for the area
- Other relevant data as identified by UTA/PMSC, AECOM, and stakeholders

AECOM will prepare a draft and final Data Collection Technical Memo listing data sources, assumptions, and findings. The memo will include narrative and maps identifying existing resources based on available data gathered as part of this task.

Deliverable*s*

- Draft and Final Data Collection Technical Memorandum
- Project Story Map/GIS interactive map
-

Assumption*s*

- Two rounds of revisions for the draft technical memorandum
- One round of revisions for the final technical memorandum
- Data Collection Technical Memorandum will correlate with and support resource-specific memos to be completed in
- support of the NEPA document, namely Land Use, Transportation, and Acquisitions and Relocations
- UTA/PMSC will provide AECOM with existing right-of-way mapping identifying property owners

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- UTA/PMSC will provide AECOM with existing conditions survey
- See Meridian scope of work for supplemental survey and right-of-way services

Task 3. Community Engagement

UTA/PMSC will lead stakeholder and public outreach, which will be an ongoing process that began during the previous
phases and will continue through construction. AECOM will support UTA/PMSC through the preparation of materials and
attendance at outreach activities. AECOM will prepare for and present at stakeholder and public outreach coordination
meetings. Meetings and materials will focus on informing the public about the project; gathering input on the design (e.g., station design, track location, multimodal connectivity, access to stations); and sharing updates on the schedule, impacts, and other project aspects. Additionally, AECOM will support UTA/PMSC on the NEPA-required public outreach. AECOM will prepare meeting summaries throughout this process for the administrative record. AECOM will review the Public Involvement Plan that will be developed by UTA/PMSC.

Deliverables

- Meeting materials and exhibits
- Input to and comment on Public Involvement Plan
- Meeting minutes for administrative record
-

Assumptions

- UTA will lead public engagement services including logistics for stakeholder and public outreach.
- AECOM will support UTA/PMSC and will prepare exhibits meeting materials and present as needed to support the NEPA process.
- UTA/PMSC will lead agency and stakeholder coordination. The AECOM team will support UTA/PMSC with agency and stakeholder coordination, including preparing materials, letters, and exhibits.
- **Public Meetings:** The AECOM team will support UTA/PMSC with participation and meeting material preparation for three public meetings (pre-scoping, scoping, and public open house corresponding with public release of the NEPA document).
    - Virtual and/or in-person meetings will be held.
    - AECOM team to develop notices and meeting materials, and provide technical staff attendance at the meeting.

- **Small Group Meetings:** The AECOM team will support UTA/PMSC with participation and meeting material preparation for 24 small group meetings. These meetings could include coordination with entities such as UDOT the Sharp Tintic project team, property owners, UTA TOD station area planning team, etc.
- **Stakeholder Coordination Meetings**: The AECOM team will support UTA/PMSC with participation and meeting
- material preparation for 12 stakeholder coordination meetings with project partners including UTA/PMSC, UDOT, MAG and local jurisdictions.
- The PMSC will host and manage the project website with AECOM support in developing and providing content and materials to be posted to the site

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- **UDOT Spanish Fork Interchange/Region 3 project coordination**: It is assumed that AECOM will coordinate with UDOT's consultant team for data sharing across common study area locations and milestone coordination meetings to include kick-off meeting, need development, alternative development and screening, and impact analysis/NEPA document development. It is assumed that there will be 12 coordination meetings with UDOT and the Spanish Fork Consultant team in addition to the technical data sharing between technical staff.

Task 4. Alternatives Considered

The Locally Preferred Alternative (LPA) for commuter rail was selected as part of the South Valley Transit Study. It is
anticipated that general station locations, termini, and alignment will not change from the LPA identified in the previous study. AECOM will support Parametrix in the development and refinement of a single Build Alternative to be analyzed in the environmental document, which is assumed as the refined LPA (see Parametrix scope of work). AECOM will document this refinement, and document the No-Build Alternative to fulfill the requirements of FTA and provide the basis for comparison between alternatives to be included in the NEPA document. AECOM will lead documentation of the alternative refinement. AECOM will support station area planning including providing urban design, landscape architecture, and site layout. Additionally, AECOM will provide the design support for the flyover (see Task 6) below for the 10% concept.

AECOM will prepare the alternatives analysis documentation in matrix, text, and graphic form that will allow for clear cross-comparisons based on impacts and the evaluation criteria developed as part of the purpose and need for the project. The purpose and need will be developed based upon the overarching goals for the FrontRunner Forward program and results from the South Valley Transit Study. The alternatives analysis documentation will be used for the NEPA document.

Deliverables

- Draft and Final Alternatives Analysis Report

Assumptions

- Development of the operations and maintenance costs will be prepared by UTA/PMSC.
- The No-Build Alternative will incorporate transportation improvements recommended by the long-range plan,
  excluding transit projects within the proposed alternative alignments. Development of the No-Build Alternative will include verification of land use and planned transportation projects within the applicable corridors to calibrate the most recent model.
- UTA will lead coordination with existing freight customers to determine future action or decisions related to those users.
- The LPA identified in the feasibility report will serve as a baseline, with further consideration and refinement focused on the flyover location, Springville, Spanish Fork and Payson Stations.
- AECOM will develop an Alternatives Analysis Report to support the EA.
- Two rounds of UTA review of draft Alternatives Analysis Report.
- Two rounds of UTA review of the final Alternatives Analysis Report.
- Final Alternatives Analysis Report will be the basis of Chapter 2 (Alternatives) of the EA, and included as an
  appendix to the EA.

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- Two alternatives will be carried forward for detailed evaluation in the EA – the No-Build Alternative and a single Build Alternative (LPA).
- Coordination meetings are included in Task 3 Community Outreach.
- Ridership modeling updates will be provided by RSG and based on previous modeling efforts performed under the UTA/PMSC contract during the concept design phase. (See RSG scope of work.)
- Purpose and need will be documented using the results of the South Valley Transit Study and additional inputs from regional and local planning documents, GIS data and readily available demographic, transit and transportation data.

Task 5. Environmental Services and Document Preparation

This project is assumed to be an EA, followed by a Finding of No Significant Impact (FONSI). The class of action
determination will be made through coordination with UTA and FTA. If a class of action other than EA is appropriate, or if the EA is followed by something other than a FONSI, an addendum will be issued to address the change in scope.

5.1 Agency Coordination
AECOM will prepare materials to initiate coordination with federal, state, and local agencies regarding potential
environmental issues to be addressed in the NEPA document in consultation with FTA and UTA. This may include virtual or in-person agency meetings during project initiation and the EA comment period in addition to written correspondence.

5.2 Technical Analyses/Memos
AECOM will develop technical analyses in support of the environmental document. These may be submitted as standalone deliverables for preliminary review or included in the appendix of the environmental document, depending on the topic. Technical memoranda will follow FTA guidelines and include maps and graphics to document the identification and potential impact to resources. AECOM will prepare documents to assist UTA and FTA with Section 106, Section 4(f) and Section 6(f) agency consultation, as required. Documents will be submitted electronically to UTA/PMSC for initial review prior to submittal to FTA. It is assumed that review documents and comments will be provided electronically. The following technical memos will be developed by AECOM or as noted:

- Air Quality
  - It is assumed that a project-level analysis will be needed to determine air quality impacts sufficient for NEPA approval. A project hot-spot analysis will not be required.
- Land Use
- Farmland.
  - It is assumed that no protected farmland will be impacted requiring mitigation such as replacement land and or documentation for state board.
- Socioeconomics
- Environmental Justice/Title VI
- Section 4(f)
  - It is assumed that an individual Section 4(f) evaluation will not be required. AECOM has assumed four *de minimis* determinations.
- Hazardous Materials

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- Acquisitions and Relocations
- Transportation, including traffic impacts
- Visual / Aesthetics
- Construction

It is assumed that no technical memoranda will be necessary for Utilities, Energy, Geology and Soils, Section 6(f),
Floodplains, and Safety and Security.

5.3 Produce Environmental Document

AECOM will prepare elements required as part of an EA and FONSI, including technical analyses, graphics, appendices,
table of contents, etc. An administrative draft EA will be prepared for UTA and FTA review, and revised as directed prior to publication. A draft FONSI will be developed and will be submitted following the comment period for review, and revised as necessary for FTA approval. AECOM assumes that technical memoranda and EA chapters will be reviewed prior to submittal of the overall EA to expedite schedule and production of the EA.

Class of Action Package: AECOM will prepare project initiation/class of action request package for use in consultation with FTA to determine the appropriate environmental document. This document will include reference to the AA document and potential of impact to resources identified through GIS and/or field verification.

Scoping Document: AECOM will prepare a scoping document that will record the public and stakeholder outreach during
scoping (pre-NEPA). The document will include record of public meeting materials and comments received. This will also
include a summary of outreach to stakeholders including early agency coordination.

5.4 Public Comment Period

AECOM will assist UTA/PMSC in distributing the EA for public and agency comment, prepare draft notices, and participate in and prepare technical summaries for public/agency meetings as appropriate. Comments received will be summarized and responses prepared if warranted. It is assumed that there will be no comments received that modify the Build Alternative location or subsequent analysis.

5.5 Maintain Administrative Record

AECOM will maintain version-controlled project files throughout the development of the project. The project file
(administrative record) will be categorized for ease of use and will include documentation as required under NEPA
regulations. The final project files will be delivered in electronic format with table of contents and/or database-type formatting for identifying documents in the file. The electronic database can be searched to find records. Files should include PDF and where possible original file formats for documents, maps, and other graphics.

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5.6 Environmental Permitting and Mitigation Measures

AECOM will identify required environmental permits and mitigation requirements as prescribed by State and Federal
Regulations based on data from the environmental analysis and input from the public and agencies. This will be provided in a table summarizing findings as documented in the EA.

Deliverables

- Draft and Final Agency coordination meeting materials and summaries
- Draft and Final Scoping Report
- Draft and final Section 106, Section 4(f) agency consultation documents. It is assumed that there will be no Section 6(f) Land Water Conservation Fund properties impacted.
- Draft and Final Class of Action request package
- Draft and Final Technical Reports
- Environmental Maps
- Draft and Final EA
- Draft and Final FONSI
- Public Comment and Response technical report
- Administrative Record

Assumptions

- Annotated outline development in coordination with FTA.
- Draft Class of Action package will require two rounds of review.
- Final Class of Action package will require one round of review.
- Class of action is an EA; will be completed per FTA guidance and regulations.
- The No Action Alternative and a single Build Alternative will be analyzed in detail in the EA.
- No new alternatives will be developed as part of the EA; only minor spot locational modifications are anticipated.
- Two rounds of review from UTA of the EA prior to FTA review.
- Two rounds of review by FTA prior to publication of the EA.
- Two rounds of review of the draft FONSI by UTA.
- Two rounds of review of the draft FONSI by FTA.
- Documents will be submitted in electronic format.
- Comments provided by UTA/FTA will be provided electronically in a comment matrix.
- AECOM will prepare a Build Alternative map book technical report including detailed maps of the design footprint (approximately 15% design) in support of the EA.
- Draft Scoping Report will require two rounds of review.
- Final Scoping Report will require one round of review.
- AECOM assumes clearance for station area access via new roadways is not part of this analysis, only right-of-way, station platforms, at-grade and grade-separated crossings and maintenance facilities.
- Operations and maintenance costs will be provided by the UTA/PMSC. These items will be ready for inclusion in the appendices.
- Field surveys/review are assumed for wetlands, wildlife/threatened and endangered species, noise, and cultural resources (See Wetland Solutions, Certus and Cross-Spectrum Acoustics scope of work.)

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- 508 compliance is not required.
- Section 7 consultation is not required.
- The AECOM team will complete a Title VI analysis for the maintenance facility.

Task 6. Preliminary Engineering (30% Design)

AECOM will advance the LPA (10%) to PE (Preliminary Engineering) design (30%) to consist of UPRR design coordination
support to UTA/PMSC, structures, station architectural design, geotech, civil design (at-grade crossings, station access,
landscape architecture), drainage, cost estimating and quality assurance and control to support the environmental analysis, prepare project definition, and cost estimates.

6.1 Geotechnical Evaluation
AECOM will perform geotechnical engineering services along the rail alignment in support of the environmental document and PE. The scope of geotechnical work will generally consist of collection of existing information, subsurface borings and excavations, testing and laboratory analyses that will be documented in reports of existing conditions data along with design considerations developed from evaluation of the subsurface conditions. The intent of the scope of work is to collect subsurface data and develop geotechnical findings and recommendations along the preferred alignment sufficient for a PE level of design completion agreed upon with UTA.

The geotechnical team will review existing geotechnical information along the project alignment, provided by UTA, perform additional exploration and analysis along the alignment and in areas of planned stations, bridges, and flyover structures, perform geotechnical analyses to help develop geotechnical recommendations, and prepare a geotechnical report containing our recommendations for design and construction of project improvements.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
-

Assumptions

- Existing geotechnical data is available near the Provo station; no additional explorations are needed at/near the Provo Station.
- Exploration locations will include either a cone penetration test (CPT) sounding, a drilled boring, or both.
- Exploration locations spaced at approximately 1500-foot intervals along the alignment will be sufficient for new track design.
- The flyover approach ramps will implement geofoam construction to help reduce settlement of new and existing infrastructure.
- Retaining walls along the track that are not part of the flyover approach ramps will be less than about 5 feet in
  height.
- Station locations will not include heavily loaded structures, but will include relatively light, low-rise structures (e.g., shelters, canopies, platforms); only conventional spread foundations will be needed.

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- No more than half of the CPT explorations will need a track-mounted rig to access the exploration locations.
- Drilled boring locations can be accessed with a track-mounted drill.
- Up to 49 days of drilled boring fieldwork is planned, if more work shifts are needed for the drilling subcontractor to complete up to 3,270 lineal feet of exploration in up to 70 explorations, additional fees will be needed.
- Up to 15 days of CPT fieldwork is planned, if more work shifts are needed for the drilling subcontractor to complete up to 3,680 lineal feet of exploration in up to 32 explorations, additional fees will be needed.
- Drill spoils will be left onsite.
- If encountered, contaminated materials will require additional fees for handling and disposal.
- Onsite safety/flagging by railway personnel, if needed, will require additional fees.
- Traffic control planning and implementation measures, if needed, will require additional fees.
- Roadway encroachment permit acquisitions, if needed, will require additional fees.

6.2 Preliminary Engineering Design

Structures: AECOM will prepare structural engineering plans and related documents to support a PE design level of
completion for new structures and modifications of existing structures. AECOM will perform work required to complete a Type; Size & Location (TS&L) Study for the Elevated Guideway Structures included as part of this project. The study will
include structural analyses, identification and evaluation of long-term maintenance requirements, cost estimates and
comparison of construction durations for up to two structural alternatives. Comparison of structural alternatives will consider potential for construction contract packaging (different contractor's means and methods), aesthetics, visual continuity, and cost.

Civil: AECOM will prepare civil plan and profile level definition of modifications to existing highways, streets, pedestrian
facilities, intersections and at-grade rail crossings. Work will be focused on determining the limits of the project footprint of the civil improvements based on survey information, design criteria, providing vehicular and pedestrian access to station locations and will match existing conditions to the maximum reasonable extent. Non-motorized improvements or tie-ins to existing facilities will be identified and detailed to a PE level of design.

Stormwater: AECOM will prepare drainage engineering plans and related documents to generally support a PE design level of completion for new drainage facilities and modifications of existing facilities proposed along the rail alignment, including relevant site explorations, modeling, and technical analyses. Drainage requirements for the proposed guideway, stations and roadways affected by the project will be determined by the Design Criteria and will consider the design requirements within each of the agencies along the corridor.

Stations: AECOM will prepare a conceptual station design for three stations (Springville, Spanish Fork, Payson). Station
programming to define general footprint, including platform locations and heights, bus bays, park and ride, and other defined amenities such as operator facilities. Estimated bus loading and layover zones for

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each station will be prepared based on UTA provided information. Bus zone needs will be incorporated into the conceptual and preliminary designs of the stations. Site design will define the location of site program elements, site circulation, and station layout. Station access points will accommodate multi-modal transportation and facilities such as kiss-and-ride, paratransit, bus connections, access to local roadway network (existing and/or planned), and bike and pedestrian access. Site design will address zoning code requirements for property setbacks, required landscaping, building height restrictions, etc., Site design will address transitional conditions with anticipated adjacent work by others.

Traffic: AECOM will prepare traffic design for the at-grade crossings with Parametrix leading traffic modeling. AECOM will coordinate with Parametrix on design/CAD set up/QA-QC. AECOM will prepare traffic design for traffic maintenance to a PE level of design completion.

Signals/Communication: PRE is leading signal design. AECOM will support and provide QAQC of the signal and
communication design efforts.

Streetscape and Landscaping: AECOM will consider streetscape, urban design, and landscaping areas where existing
roadways are impacted, or new facilities are included. Consultant will define the recommended extent and type of
landscaping in coordination with UTA and the authorities having jurisdiction. Consultant will develop a method of identifying and describing types of landscaping and illustrating their locations for the purposes of quantifying and cost estimating the extent of landscape areas. Additional elements of streetscape and urban design will be identified and captured for inclusion in the cost estimate. Consultant will evaluate and coordinate urban design integration of systems elements including but not limited to walls, retained cut and fill, stormwater strategies, and existing tree and vegetation conditions.

UPRR Coordination: AECOM will support the UTA/PMSC in UPRR coordination and with review of UPRR design packages
for consistency with UP requirements

Deliverables

AECOM will prepare design files to be included in the overall design packages, as well as quality assurance for all design
packages:

- 10% Preliminary Engineering Submittal (Initial, Final)
- 25% UTA Plans
- 25% UPRR Plans
- 30% UTA Plans
- 30% UPRR Plans

Assumptions

Structures

- Assume development of three concepts for proposed flyover structure.
- Develop 25% and 30% design of one preferred flyover concept.
- 30% deliverable to include plan, elevation, and typical section.
- Assumes 2 rounds of comments with UPRR on submittals.

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- Assume 30% design of structures for proposed alignment over Beer Creek, Lelano Mill Race Creek, Spanish Fork River, Canal at approx. STA 9785++, Canal at approx. STA 9837++, and Hobble Creek and for pipe culverts larger than 48" at approx. STA 9804++, STA 10128++, STA 10143++, STA 10160++, and STA 10171++.
- Existing structure at Beer Creek is 3 pipes. Assume steel beam span bridge due to clearance to water. Assumption
  could change if track can be raised higher than existing track.
- Assume short precast concrete double box or slab span on pile bents for bridge over Lelano Mill Race Creek.
- Assume steel through plate girder span for Spanish Fork River, same as existing bridge at this location due to
  clearance over water. Assumption could change if track can be raised higher than existing track.
- Assume short precast concrete double box or slab span on pile bents for bridge over canal at approx. STA 9785++
- Assume short precast concrete double box or slab span on pile bents for bridge over canal at approx. STA 9837++
- Assume steel beam span bridge for Hobble Creek due to clearance to water. Assumption could change if track can be raised higher than existing track.
- Assume two rounds of comments with UPRR on submittals.
- Assume evaluation of vertical and horizontal clearances of new track under 7 existing structures. Design of pier
  protection is not included in scope.
  - 1860 South (Provo)
  - 1400 North (Springville)
  - 400 South/SR-77 (Springville)
  - I-15 (Springville)
  - I-15 off ramp to US-6 (Spanish Fork)
  - 6400 South/400 North/SR-147 (Spanish Fork)
  - 7300 South/SR-115 (Spanish Fork)
  -

Civil

- Assume modifications to existing facilities and design work at 10 at-grade crossings:
  - 900 South (Provo)
  - 1000 North (Springville).
  - 4800 South (Springville)
  - Williams Ln (Springville)
  - 200 East (Spanish Fork)
  - Main Street (Spanish Fork)
  - 300 West (Spanish Fork)
  - 6800 South/100 South (Spanish Fork)
  - 8000 South/SR-164 (Spanish Fork)
  - 2200 West (Spanish Fork)

Stormwater/Irrigation

- Assume hours for design including hydrologic analysis and some hydraulics to help determine freeboard needs for structures

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- Assume existing culverts are sized appropriately and no H&H will be performed at this time
- Assume no FEMA coordination at this time, but will identify FEMA flood zones and locations that may require
  coordination during final design. 4 of the 7 creek crossings have FEMA designated SFHA's.
- Assume approximately 6 irrigation crossings and two parallel systems (one is open channel, the other is in a pipe.
  Assume pipe is gravity and not pressure)
- Assume UTA will provide ditch/canal owner contact information
- Assume that ditch/canal owners will provide hydrology (flows) to use for design of ditches/canals and any
  culvert/openings needed and size of pipes as necessary.
- Assume approx. 60 plan sheets (1:100 scale)

6.3 Estimate of Probable Construction Cost

AECOM will lead the estimate of probable construction cost for each submittal (10%, 30%). The Cost Estimate Reports will be prepared to a level of detail commensurate with the level of design definition.

Deliverables

- Draft and Final Estimate of Probable Cost

Assumptions

- Two rounds of review by UTA prior to final cost report

6.4 Basis of Design Report

AECOM will review and collaborate as necessary with Parsons on the draft and final Basis of Design Report.

6.5 Right-of-Way Plans

AECOM will provide review oversight to deliverables from Meridian on the right-of-way plans.

6.6 Permitting

AECOM design team will contribute to the permitting identified during the EA and identify additional permitting that may be required by local jurisdictions.

6.7 Constructability Review

AECOM will lead the constructability review of the engineering plans, costs, and construction schedule immediately following the Draft PE design submittal. The Constructability Review will identify and review construction issues and their impacts on specific elements of the design. One review session will be conducted for the alignment.

Deliverables

- Constructability Review Notes

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6.8 Safety and Security Analysis

AECOM will review the existing UTA safety program and will develop a list of security requirements to be addressed during the design process. The security requirements will be corridor and station specific.

Deliverables

- Safety and Security Analysis Memorandum

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PARSONS

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Brief Description:

The AECOM team was selected by the Utah Transit Authority (UTA) to provide complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah.

Project Team:

Parsons Transportation Group, Inc. is a subconsultant to AECOM on this project, and will support Design Tasks as outlined below.

Assumptions:

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson.
- Rail is assumed to be single track, double track at Stations/meets locations and for the flyover.
    - Concept Layout will be provided by UTA/PMSC
        - Note Updated Concept Layout "2022-11-18_South Valley Conceptual Design.pdf" was provided to the AECOM team 12/20/22 along with various existing/proposed CAD and aerial imagery files that are the basis for it.
    - Considerations will be made for future double track in design of single track.
    - Considerations will be made for an access road where ROW permits.
- The UDOT Sharp-Tintic Project will define the freight connection between the Sharp/Tintic. It is understood that the future UTA alignment is being considered/shown in that design.
    - Do not anticipate design effort for the UPRR interface in this segment.
    - Anticipate incorporating concept for future UTA in that segment developed by the Sharp/Tintic team.
- UTA will provide existing conditions survey (in CADD)
- UTA will provide existing ROW mapping identifying property owners (in CADD)
- UTA will provide existing permit information for known utilities crossing the corridor
    - It is understood these were typically provided to UTA by UPRR when the ROW was purchased.
- UTA Commuter Rail Design Criteria, Rev 3, Dated March 2015 will be used.
    - If updates to the design criteria are issued within the life of the project, additional effort may be necessary to incorporate into the design, that effort is not captured in this estimate.

Fee Type:

Cost plus fixed fee will be used for this project.

Work Plan:

Task 1 – Project Management

Activities:

- Invoicing, project setup, administration, internal management, and project closeout.
    - Develop Monthly Progress Report for Parsons Tasks.
- Attend Consultant Team Meetings, UTA/PMSC/Consultant Team Meetings, Attend Management meetings
- Attend Kickoff Meetings
- Prepare Track Alignment related materials/exhibits for Kickoff Meetings
- Review AECOM produced documents: PMP, QMP.

Assumptions:

- Anticipate 26 invoices for the life of the project (typical 1/month + final/misc)

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- Anticipate Attending Weekly Consultant Team Meetings (assume 104, 1-hr meetings, remote)
    - Anticipate Design & Track Lead Attending All Meetings
    - Anticipate other main design team members will start attending the last ~third of meetings once 10% Concept design is finalized and 30% (more detailed design begins)
    - Anticipate Parsons PM attending ~third of meetings over life of the project.
    - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Project Management Team Bi-Monthly Meetings (assume 48, 1.5-hr meetings, remote)
    - Anticipate Design Lead, Track Lead and Parsons PM Attending All Meetings
    - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Monthly Management Meetings (assume 24, 1-hr meetings, remote)
    - Anticipate Design & Track Leads attending, along with the Parsons PM.
    - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate UTA Project Kick-Off Meeting (assume 2 hrs, in person meeting, in SLC)
    - Anticipate All Design, Track, Wall Design, Utility Leads attending, and associated travel.
        - Anticipate 2 hrs/100 miles of travel for Design Lead
        - Anticipate 2 hrs/80 miles for Track, Wall design, and Utility Lead
        - Anticipate Comms Lead will attend remotely
    - Anticipate Parsons PM will attend, with no associated travel expense.
    - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Partners Project Kick-Off Meeting (assume 2 hrs, in person meeting, in UT County)
    - Anticipate All Design, Track & Utility Leads attending, and associated travel.
        - Anticipate 2 hrs/100 miles of travel for Design Lead and wall design.
        - Anticipate 3 hrs/200 miles of travel for Track & Utility Leads
    - Anticipate Parsons PM will attend, with no associated travel expense.
- Assume exhibits for kick-off meetings of station areas (if needed) will be prepared by AECOM or Parametrix design staff.
- Assume AECOM will prepare PMP & QMP, and only need review of documents by the Design Lead and Parsons PM.
- Assume Parsons PM (CO based) travel/direct expenses are part of overhead for general role and not expensed to this project.
- Assume NEPA Administrative Report task, and generally meeting minutes are an AECOM task.

Task 2 – Data Collection

Activities:

- Provide review of list of proposed Data to collect developed by AECOM to ensure data needs for Parsons scope of work are covered.
- Utility Design Lead to collect utility GIS data
- Utility Design Lead to coordinate w/UTA to get existing Permits for utilities in the existing UTA owned ROW.
- Utility Design Lead to engage with Utility Owners within the corridor to acquire additional information on existing lines as needed.
- Design Lead will coordinate w/ the Concept Design Lead to develop relationships with Cities etc to facilitate continuation of adjacent project coordination into the 30% design.
- Communications Design Lead to coordinate w/UTA to get latest as-built information of systems needed to tie to/extend.

Assumptions:

- Majority of data collected will by for Environmental teams efforts and done by AECOM/Parametrix.
- 'Ownership' of the Technical Memo will be AECOM, with input from Parsons on Utilities, Communications, and adjacent design project information as needed.
- Parametrix (Concept Design Lead) will pursue acquiring, or already has, the previously applicable studies and planned roadway improvements.

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Task 3 – Community Engagement

Activities:

- Support UTA/PCM through preparation of materials and exhibits.
- Attendance at Outreach activities
- Be prepared to present information.

Assumptions:

- Assume only exhibits/materials for alignment options will be done by Parsons
- Assume exhibits/materials for station options will be done by Parametrix/AECOM
- Locally Preferred Alternative (LPA) Refinement Coordination Meetings
  - Assume 12, 1-hr, in person meetings, in UT County attended by Design Lead
  - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Public Meetings
  - Assume 3, 2-hr, in person meetings, in UT County attended by Design Lead
  - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Small Group Meetings
  - Assume 24, 1-hr, in person meetings, in UT County attended by Design Lead
  - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Stakeholder Coordination Meetings
  - Assume 12, 1-hr, in person meetings, in UT County attended by Design Lead
  - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Assume AECOM will prepare meeting Summaries for all noted meetings.
- Review of Public Involvement Plan (prepared by UTA/PMSC) is not a Parsons/Design task.

Task 4 – Alternatives Considered

Activities:

- No anticipated Parsons activities for preparation of the documents.
- Tasks for refinement of concept design for build Alternative analysis housed in Task 6.
- Design Lead will review the Draft and Final Analysis prepared by AECOM.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
- Assume each phase will require one day of review by the Design Lead

Task 5 – Environmental Services and Document Preparation

Activities:

- No anticipated Parsons activities for preparation of the documents.
- Design Lead will review each phase submittal of the EA documents.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
- Assume each phase will require two days of review by the Design Lead

Task 6 –Preliminary Engineering (30% Design)

Task 6.1 Geotechnical Evaluation

Activities:

- No anticipated Parsons activities for preparation of the Geotechnical Report.
- Design Lead (30%) will review the proposed data collection information, along with perform review o the draft and final report.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
- Assume each phase will require 4 hours for review by the Design Lead (30%)

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Task 6.2 Preliminary Engineering Design

Activities:

- 10% Level
  - Refine Concept Layout provided by UTA/PMSC, and make design refinements based on additional coordination and alternatives analysis.
  - Coordinate with Station Area Planning Team
  - Provide 10% UTA Preliminary Engineering Submittal (Initial/Final)
  - Provide 10% UPRR Format drawings/submittal for Freight Sidings & industrial track connections on the UTA owned Tintic Subdivision.
  - Provide 10% UPRR Format drawings/submittal for UPRR Mainline track connections/reconfigurations along the Sharp Subdivision.
- 30% Level
  - UTA Detailed Rail Alignment Definition (25% & 30%)
  - Provide 25% & 30% UPRR Format drawings/submittal for Freight Sidings & industrial track connections on the UTA owned Tintic Subdivision.
  - Provide 25% & 30% UPRR Format drawings/submittal for UPRR Mainline track connections/reconfigurations along the Sharp Subdivision.
  - Design Lead & Track Lead will attend the UPRR site visit once 25% UPRR plans are finalized/acceptable.
  - Utility Plans and Matrix
  - Civil Wall layout Plans (geometry)
  - Communications Plans
  - Communications Basis of Design Report

Assumptions:

- Anticipated additional analysis needed to refine the Concept Layout provided will consist of the following:
  - Evaluation of concepts for future UTA double track & develop white paper to explain analysis, options and recommendations.
    - Include evaluation of concepts for future separate freight track for the approximate limit of the Tintic Subdivision & it's connection to the Sharp (~8.3 miles)
  - Options/location analysis at proposed Flyover at Provo/Springville Boundary
    - Flyover Location refinement analysis will consider potential purchase of the Intermountain Power Project Facility at STA 10071+00 as a UTA maintenance facility, however if it is determined that this project will add scope of the maintenance facility per potential task 6.9, further scope will be added to cover concepts for rail connection to it and any impacts to UPRR.
  - Reconfiguration/reconnection of track layouts to serve UPRR freight customers along the Tintic Subdivision.
    - Assumed UPRR Freight customers/facilities are defined as follows:
      - South of ~STA 9785+00 existing Tintic Line does not appear to be in active use (for any freight services to need to continue south of the project limits for anticipated phasing plans).
        - Though it is understood that UPRR wants to maintain the ability to serve current and potential future freight customers for the entirety of the Tintic.
      - Siding area will be reconnected and extended at STA 9796+36 (existing) & 9828+27RT (proposed)
        - Freight connection from existing siding at STA 9802+00 RT goes under I-15.
          - It is understood that the freight track east of the freeway has been vacated and the future UDOT project at this

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location does not intend to rebuild the I-15 structure for the connection.
        - Siding/Loading dock area will be reconnected at STA 9853+65 & 9867+75 RT
        - Freight Service Connection at STA 9883+87 LT will be maintained.
        - Freight Service Connection at STA 9907+00 LT has been abandoned/disconnected and will remain as such.
        - Freight Service Connection at STA 9927+99 RT will be maintained.
        - Freight Service Connection at STA 9932+81 RT will be maintained.
    - Reconfiguration/reconnection of Freight track layouts along the Sharp Sub are anticipated as follows:
        - Crossover connection from Sharp Sub Mainline to UTA near STA 10010+00 LT
        - Potential conflict with flyover supports with leads into the Intermountain Power Project Facility in the vicinity of STA 10161+00.
        - Removal of the original Sharp Sub main from STA 10233+50 to 10259+00 RT. (~2600')
    - Proposed Springville/Spanish Fork/Payson Station design refinements– station layout is an AECOM task, Parsons effort is to analyze platform location shifts and center vs. side platforms.
- Assume 10% Concept Alignment Design Draft & Final for UTA submittals are scroll map exhibits, like the Updated Concept exhibit provided.
    - It will show connections to existing freight customers outlined above
    - It will show the Sharp/Tintic connection concept developed by that project
    - It will show the selected flyover location based on options analysis noted above.
- Assume the industry/freight sidings and connections along the UTA owned Tintic Subdivision will require UPRR format drawing/designs/submittals.
- Assume the Sharp Subdivision mainline reconfiguration and connections will require UPRR format drawing/designs/submittals.
- Assume UPRR Public Projects – Plan Submittal Guidelines will need to be followed for UPRR format submittals.
    - Except for providing a draft of the UTA project specs for work off of UPRR ROW at 25%
        - As it is not in the scope of this project to develop specifications for the UTA work and UTA does not have standard specifications.
    - Assume there will be one resubmittal for each of the UPRR 10%, 25% & 30% submittals.
- Assume for UPRR 10% submittal only strip map format is acceptable (as noted in the public project checklist)
    - Noting it will need to be formatted per UPRR requirements.
- Assume UPRR format plans for 25% & 30% will be 1:100 scale (1400 ft/sheet)
    - Assume for the track alignment/profile & sections these will be produced by Parsons
        - Will need design/input/review from AECOM for drainage design.
        - If a drainage memo is needed for the UPRR submittals, it will be produced by AECOM.
    - Assume if any grade crossing plan and profiles in UPRR format are needed those will be produced by AECOMs designers for the grade crossings.
    - Assume all signal design for UPRR will be done by UPRR.
    - Assume all UPRR format submittals for structures will be done/coordinated by AECOM.
    - Assume any needed input for project datum information needed for UPRR submittals will be provided by Meridian.
    - Assume Tintic Sub will require the following P&Ps:
        - From 6800 S (~STA 9794+00) to Main Street (~STA 9890+00) for 9600'. 7 Plan Sheets.
        - Anticipate 4 Typical Sections (2 sheets).
    - Assume Sharp Sub will require the following:

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        - Crossover connection STA 10005+00 to 10019+00 (1 sheet)
        - North end of Intermountain Power Facility Yard reconfiguration for flyover accommodation ~STA 10161+00 (2 sheets)
        - Removal of the original Sharp Sub main from STA 10233+50 to 10259+00 RT. (~2600') (2 sheets)
- Assume Parsons will perform needed rail alignment modeling effort for 10% conceptual design evaluation (site specific and as needed).
- Assume at 25/30% design phase, AECOM modeler will progress model for entire alignment at the Track Design Lead's direction.
    - Assume AECOM modeler will produce cross sections and cross-sections for UPRR format submittals at 25%/30%.
- Assume UTA Track P&P Drawings at 1:200 Scale on 11x17 (2800 ft/sheet)
    - (14mi x 5280ft/mi)/2800 = 26.4 sheets = est 30 sheets.
- Assume Utility Plans at 1:100 Scale on 11x17 (1400 ft/sheet), estimate 60 sheets.
- Assume minor connections to freight tracks will require vertical profiles developed to meet requirements of the UPRR format plans/submittals at 25%/30%.
- Assume 2nd UTA track locations will not need separate profiles developed and can follow UTA mainline.
- Assume any structural analysis for walls that need to inform geometry design/type is done by AECOM structural designer.
- Assume irrigation design and coordination will be an AECOM Storm Drainage Designer effort. However, they will coordinate with the Parsons Utility designers and Irrigation connections/design will be shown on utility plans.

Task 6.3 – Estimate of Probable Construction Cost

Activities:

- Provide Designs Concept & quantities at 10% design for Parsons Tasks
- Provide Designs & quantities at 30% design for Parsons Tasks
- Review Estimates produced by AECOM Estimators.

Assumptions:

- Anticipate only rail quantities provided at 10%.
    - Existing utility information gathered at that time can be provided.
- Assume all construction estimating done by AECOM estimators.

Task 6.4 – Basis of Design Report

Activities:

- Develop write-up for Guideway Alignment design progression
    - Will include white papers developed in Task 6.2
- Develop write-up for Utility Design
- Submit Draft and Final version of the Preliminary Engineering Basis of Design Report.

Assumptions:

- Communications Basis of Design Report is a separate task and not included in this report (see task 6.2)
- Oversight of Basis of Design Report will be an AECOM Lead effort.

Task 6.5 – Right of Way Plans

Activities:

- ROW Coordinator will assist in coordination between design and ROW, and will provide insight/approach tactics to Meridian based on previous UTA ROW experience.

Assumptions:

- Meridian Engineering will be responsible to produce the ROW plans.

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Task 6.6 – Permitting

Activities:

- Design Lead Review of Permits List produced by other (non-Parsons) team members.

Assumptions:

- No anticipated permitting needed for Parsons task items (Track, Utilities, Comms).

Task 6.7 – Constructability Review

Activities:

- Prepare for and Attend the Constructability Review session

Assumptions:

- AECOM led task

Task 6.8 – Safety and Security Analysis

Activities:

- Design Lead and Comms Lead will review Safety and Security Analysis Memorandum prepared by AECOM.

Assumptions:

- AECOM led task
- Comms Lead will provide insight into security provided from CCTV and other such items within their scope.

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INTRODUCTION

The AECOM team was selected by the Utah Transit Authority (UTA) to provide complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah. Parametrix, Inc. is a subconsultant to AECOM on this project and will support AECOM on the following tasks outlined below.

Assumptions

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson.
- Rail is assumed to be single track except at proposed Springville flyover (double track). Express bus from Payson to Santaquin is not a part of the scope of services.
- An Environmental Assessment (EA) document is assumed to be the appropriate NEPA class of action, with the Federal Transit Administration (FTA) as the lead agency.
- A concept layout for the 14 miles of commuter rail will be provided to the AECOM team, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of double track to facilitate meet locations.
- The Parametrix team will support the preparation 10% concept design, largely based on the concept layout provided. The Consultant team will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at Provo/Springville boundary, and potential refinement of track layouts to serve Union Pacific freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. The Consultant team will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase.
- UTA/PMSC will lead coordination with Union Pacific regarding future of freight use on both the Sharp and Tintic Industrial Leads. The AECOM team will prepare exhibits or technical documents to support the coordination.

TASK 01 – PROJECT MANAGEMENT

Objectives

The objective of this task is to provide overall project management of the consultant contract with AECOM

This task includes general management functions that include the following:

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- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Attend Consultant Team meetings, UTA/PMSC/Consultant Team Meetings, Management Meetings
- Attend Kickoff Meetings
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 24 months.
- Budget assumes attendance of Weekly Consultant Team meetings (assume 104, 1-hr meetings, remote)
- Budget assumes attendance of Bi-Monthly Consultant Team meetings (assume 48, 1-hr meetings, remote)
- Budget assumes attendance of Monthly Consultant Team meetings (assume 24, 1-hr meetings, remote)
- Budget assumes attendance of UTA Kick-off Meeting (assume 2-hr meetings, in-person)
- Budget assumes attendance of Partner Kick-off Meeting (assume 2-hr meetings, remote)
- Assume AECOM will prepare PMP & QMP, and only need review of documents by the Parametrix PM.
- Assume Parametrix PM (AZ based) travel/direct expenses are part of overhead for general role and not expensed to this project.
- Assume AECOM to produce meeting agendas and meeting minutes.
- Assume NEPA Administrative Report task, and generally meeting minutes are an AECOM task.

TASK 02 – DATA COLLECTION

Objective/Goal

To collect data necessary to supplement the design and environmental review efforts.

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Activities

- Acquire past plans/studies for "project adjacent" improvements/area plans that may influence the track alignment and/or station locations.
- Identify road network and traffic volumes to support Traffic Analysis.

Deliverables

- Support AECOM in the development of Draft/Final Data Collection Technical Memorandum

Assumptions

- Majority of data collected will by for Environmental teams efforts and done by AECOM
- UTA/PMSC will provide Consultant with existing right-of-way mapping identifying property owners
- AECOM will develop Technical Memo and Parametrix will supplement
- UTA will provide access to existing transit system ridership data
- Peak period intersection counts will be performed at up to 20 locations

TASK 03 – COMMUNITY ENGAGEMENT

Objective/Goal

To support UTA/PCM through preparation of materials and exhibits for community engagement.

Activities

- Lead and attend Locally Preferred Alternative Refinement Coordination Meetings (assume 12, 1-hr meetings). Scope/fee to develop content for these meetings is included Task 6.2 (Preliminary Engineering Design).
- Attend Public Meetings (assume 3, 2-hr meetings, in-person)
- Attend Small Group Meetings (assume 24, 1-hr meetings, remote)
- Attend Stakeholder Coordination Meetings (assume 12, 1-hr meetings, remote)

Deliverables

- Meeting materials to support LPA Refinement Coordination Meetings, including agenda and meeting notes.

Assumptions

- Assume AECOM will prepare meeting agenda/minutes for all meetings, except LPA refinement meetings.
- Review of Public Involvement Plan is not required of Parametrix.

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TASK 04 – ALTERNATIVES CONSIDERED

Objective/Goal

To support AECOM by developing a Build Alternative and a No-Build Alternative to fulfill the requirements of FTA for transportation and traffic analysis in the NEPA document, and covering the planning considerations behind station and alignment alternatives to be advanced for preliminary engineering.

Activities

This task will provide for the preparation of a Transportation Technical Memorandum characterizing existing conditions from the Task 2 Data Collection and analyzing the effects of the project Build and No Build conditions for the following transportation elements:

- Highway, arterials, and local street operations
- Transit operations
- General access and circulation near stations
- Nonmotorized facilities
- Parking
- Safety (all modes)
- Transportation impacts due to construction

Deliverables

- Draft and Final Transportation Technical Memorandum methodology for UTA and agency review.
- Draft and Final annotated outline of Technical Memorandum for UTA review.
- First round Draft Transportation Technical Memorandum for UTA review.
- Second round Draft Transportation Technical Memorandum for agency review.
- Final Transportation Technical Memorandum

TASK 05 – ENVIRONMENTAL SERVICES AND DOCUMENTATION PREPARATION

Objective/Goal

To support AECOM by providing senior review of environmental documents.

Activities

- Provide senior review of environmental document (up to 60 hours) and support for coordination with FTA

Deliverables

- Provide comments on AECOM developed documents.

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Assumptions

- Assume AECOM will prepare EA documents.
- Assume two formal phases for review (Draft and Final)

TASK 06 – PRELIMINARY ENGINEERING

Parametrix to provide support focusing on station area infrastructure on Subtasks 6.2 (Preliminary Engineering), 6.3 (Estimate of Probable Construction Cost) and 6.4 (Basis of Design Report). No other anticipated work to be completed by Parametrix in other subtasks under Preliminary Engineering.

Subtask 6.2 Preliminary Engineering Design

Objective/Goal

To support AECOM in development of 30% PE design by completing project refinements specific to station areas at Springville, Spanish Forks and Payson. This work includes coordination with UTA TOD station area planning efforts.

Activities

- LPA Design Refinements
    - Several areas will be evaluated for refinement from the UTA/PMSC provided design: the station location at Spanish Fork, the flyover structure at Provo/Springville, the track layouts for UPRR Freight Customers, and the station location at Springville Station and Payson Station. Parametrix's scope covers the three station refinements. Parametrix will develop three different station configurations at each location, and will perform up to two iterations of each design. Parsons/AECOM's scope includes the refinement of the flyover and track layout refinement. Station area design refinements will include station access, future compatibility with adjacent roadway projects, property acquisition and planned station programming, such as park and ride lots, local bus connection active/layover bays, and other station amenities (to be defined by UTA).
- 10% Detailed Rail Alignment Definition – expand and incorporate refinements into 10% concept plans for civil and station areas. Parsons and/or AECOM to complete track, ROW, structural work, including initial modeling.
- Design Plans – development of plans at station areas and follow up design input from any traffic mitigation as an outcome of the environmental traffic analysis review.

Deliverables

- LPA Station area refinement exhibits for Springville, Spanish Fork and Payson.
- Civil/station area design support for 10% Preliminary Design submittal (initial and final)

Assumptions

- Parsons to provide track designer support during refinements for continuity of design from refinement level, through 10% to 30%. Their support will include analyze of station platform location and associated track layout for side/center configurations.
- Parsons to lead development of 10% Preliminary Design submittal (initial and final).

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- UTA will provide station programming elements at each station, including number of active/layover bus bays, size of park and ride facilities and any other planned station amenities.
- Assumes use of UTA Commuter Rail Design Criteria, Rev 3, Dated March 2015.

Subtask 6.3 Estimate of Probable Construction Cost

Objective/Goal

To support AECOM by providing quantities for 10% design of civil/station areas.

Activities

- Develop quantities for 10% design of civil/station areas.

Deliverables

- Provide input of quantities for AECOM cost estimators.

Assumptions

- Assume AECOM will prepare initial/draft cost estimate for 10% design.

Subtask 6.4 Basis of Estimate Report

Objective/Goal

To support AECOM in the development of Basis of Design Report for 10% design.

Activities

- Work on chapters for civil/station areas to be included in Basis of Design

Deliverables

- Provide civil/station chapters for Basis of Design for 10% design.

Assumptions

- Assume AECOM will prepare draft/final version of the Basis of Design Report

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EXECUTIVE SUMMARY

BRIEF DESCRIPTION:

To provide professional surveying, mapping, and right of way services supporting the improvements of UTA South Valley Frontrunner, and Train Stations in Springville, Spanish Fork, and Payson in accordance with UTA's Standard Drawings, Standard Specifications, Special Provisions and Guidelines.

PRIME AND SUBS:

Meridian Engineering, Inc. is a sub-consultant to AECOM. Darryl Fenn will be Meridian's principle-in-charge. Travis Jensen will be Meridian's project manager. The Meridian team can provide all the necessary resources to complete the work plan described herein.

ASSUMPTIONS:

Survey:

A Geodetic Control Survey will be provided by UTA and completed by others. Meridian will provide ALTA surveys for the designated train stations located in Springville, Spanish Fork, and Payson.

The existing topography for the railroad right of way will be provided by UTA in cadd format.

Supplemental LiDAR surveys will be performed under each of the 7 bridges that the proposed UTA tracks will go under.

ROW:

The existing Right of Way for the railroad corridor will be provided by UTA in cadd format.

Meridian will verify the accuracy of the provided existing right of way by research and plotting of deeds, maps and plans.

Meridian will identify the Union Pacific Railroad Right of Way from the Provo Station going south to the point that the Frontrunner Track leaves the UPRR right of way, which point is between the Springville Station and the Spanish Fork Station.

Meridian presumes there are 27 parcels within the project limits, that adjoins the existing right of way that will need to be identified, these parcels are located near each train station, the crossover, and the greenfield location south of the Springville Station. Parcels outside of these areas will be based on county GIS data.

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Meridian will prepare Preliminary Right-of-Way Plans from the Payson Station to the Provo Station, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries.

Deed and Easement document preparation are not part of this work plan.

SUE:
Sub surface utility research, location and mapping is not part of this work plan. Any utility research needed other than that needed for the ALTA surveys will require a contract modification.

PHASING:

The included scope is not conducive to phasing.

FEE TYPE:

This fee and the scope of work on which it is based is best suited for a Cost-Plus Fixed Fee of 12% format.

ALTA Surveys:

PROJECT LIMITS:

Springville Station, Utah County Parcel No. 26:041:0065 located in Springville, Utah.

Spanish Fork Station, Utah County Parcel No. 25:018:0101, 25:018:0012, 25:018:0046 & 25:015:0029 located in Spanish Fork, Utah.

Payson Station, Utah County Parcel No. 30:010:0057 located in Payson, Utah.

TASK 1: ALTA/NSPS Land Title Survey - Task items include:

Prepare an ALTA/NSPS Land Title Survey according to the current 2021 ALTA/NSPS standards and the checked items as included and the unchecked as optional with a contract mod.

This survey will be prepared according to the Minimum Standards set forth by the Utah Council of Land Surveyors and accepted in Utah as the standard of care in conducting surveys. These standards can be found at www.ucls.org.

The recorded easements and restrictions pertaining to the site and possible encroachments, gaps or overlaps with adjacent properties will be shown on the map.

All Topographic features listed below:

As shown below: Meridian will survey “Vertical relief with the source of information, contour interval, datum, and originating benchmark identified.”

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As shown below: Meridian will survey all "Substantial features observed in the process of conducting the fieldwork (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)."

As shown below: Meridian will survey observed evidence of existing utilities along with plans obtained from utility companies or provided by the client. Because of the nature of utilities, future construction should still have Bluestakes of Utah mark all existing utilities.

Per Utah State Code 17-23-17, Meridian will file a signed/stamped copy of this boundary survey in the office of the County Surveyor in Utah County, Utah.

As shown below, all property corners will be marked using a 5/8" x 24" rebar with an orange plastic cap stamped "Meridian 801-569-1315".

Meridian Engineering will provide signed and stamped copies of the above referenced in hard copy format plus a signed and stamped pdf.

See below for the Table "A" items to be included on this ALTA/NSPS Land Title Survey.

Notes: Client will provide a current title report and zoning report.

All boundary calculations and analysis will be done by a Utah Licensed Land Surveyor.

2021 ALTA / NSPS TABLE "A" ITEMS

Prior to doing the ALTA surveys a table A filled out by the client will be required. The checked items below are included in the current scope and cost all other items if needed will require a contract mod.

NOTE: Whether and of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

The scope and cost for this work plan include the checked items below. All unchecked items are optional and at the request of the client. Adding any optional items will require a contract mod.

☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.

☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor or observed while conducting the fieldwork.

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☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.

☒ Gross land area (and other areas if specified by the client).

☒ Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified when appropriate.

Select

☐ If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map. and identify the date and source of the report or letter.

or

☐ If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements on the plat or map. Identify the date and source of the report or letter.

Select

☐ Exterior dimensions of all buildings at ground level.

Square footage of:

☐ exterior footprint of all buildings at ground level.

☐ other areas as specified by the client.

☐ Measured heigh of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

☒ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).

☐ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.

☐ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

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☒ Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

☒ plans and/or reports provided by client (with reference as to the sources of information)

☐ markings coordinated by the surveyor pursuant to a private utility locate request.

Note to the client, insurer, and lender – With regard to Table A, item 11, information from the source checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected th surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

☐ As specified by the client, Governmental Agency survey-related requirements (e.g HUD surveys, surveys for leases on Bureau of Land Management managed lands). Th relevant survey requirements are to be provided by the client or client's designated representative.

☒ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et.al."

☐ As specified by the client, distance to the nearest intersecting street.

☐ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performanc of the survey and, (b) place a note on the face of the survey explaining the source, date precision and other relevant qualifications of any such data.

☐ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

☐ Proposed changes in street right of way lines, if information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

☒ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

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☐ Professional Liability Insurance policy obtained by the surveyor in the minimum amount of _____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

EXISTING TOPOGRAPHIC SURVEY INSIDE PROJECT LIMITS

Meridian surveyors will utilize terrestrial LiDAR technology coupled with conventional survey methods to develop the existing base mapping under each structure located at the following locations:

New track under seven (7) existing structures:

- 1860 South (Provo)
- 1400 North (Springville)
- 400 South/SR-77 (Springville)
- I-15 (Springville)
- I-15 off ramp to US-6 (Spanish Fork)
- 6400 South/400 North/SR-147 (Spanish Fork)
- 7300 South/SR-115 (Spanish Fork)

The surface features under the bridge including but not limited to columns, foundations, girders, track, and spot elevations will be surveyed based on pre-established control inside the project limits.

ASSUMPTIONS:

a. Existing survey control is within proximity to each of the 7 locations.

SUPPLEMENTAL SURVEY

Supplemental survey will be completed only in critical area's as identified by the design team.

Meridian will perform supplemental survey in 5 critical area locations.

ASSUMPTIONS:

b. The survey of each critical area will be completed within 2 days of field work.

EXISTING RIGHT OF WAY

Existing Right of Way of Union Pacific Railroad:

Union Pacific Railroad existing right of way will be identified using railroad right of way maps.

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The right of way that will be identified will start at the Provo Station and will go south along their corridor to the point that UTA's new track leaves the UPRR Corridor, which location is approximately one (1) mile south of the Springville Station.

Existing Right of Way at Station Locations, Crossover and Greenfield Crossing: Conduct ownership deed and subdivision plat research within the local County Recorder's Office. Conduct a complete title abstract search to determine fee ownership of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.

Conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.

Conduct previously recorded boundary survey research with the County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

There are approximately 27 parcels inside the limits of this scope of work.

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

ASSUMPTIONS:

c. Effort will involve 27 parcels. Project expansion will require a contractual modification.
d. UPRR right of way that will be identified is approximately 6 miles long
e. UPRR right of way will be identified using railroad maps.

VERIFICATION OF EXISTING RAILROAD RIGHT OF WAY

Meridian will verify the existing railroad right of way drawing that will be provided by UTA in cadd format. This verification will be compared to the existing right of way plans and documents.

ASSUMPTIONS:

a. Any discrepancies found will be identified and corrections will be coordinated with UTA.
b. UTA will provide copies of researched documents, maps, plats, etc. that was used to identify the existing right of way.

DEVELOP PRELIMINARY RIGHT OF WAY PLANS

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Develop right of way plans Exhibits per the standards and specifications provided by or accepted by UTA.

Develop right of way plans to show proposed acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements or documents.

Develop base files to support the right of way plans.

Place all line work and annotation on the appropriate CADD level.

Develop all sheets according to current or UTA approved CADD Standards. These sheets include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWTT), and Right of Way sheets (RW).

Parcel numbers will be assigned to each ownership and shown on the Right of Way Plans.

Preliminary Right-of-Way Plans, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries.

Initiate and perform quality control reviews.

ASSUMPTIONS:

a. Preliminary right of way plans will cover the entire length of the project. Starting at the Payson Station and ending at the existing Provo Station.
b. Plans will identify areas that additional right of way will be needed for the proposed project.

PRODUCT DELIVERABLES:

Preliminary Right of Way Plans

PROJECT MANAGEMENT

Prepare QC/QA report for all Meridian work products, and monthly progress. Attendance at project coordination meetings when requested.

ASSUMPTIONS:

a. Team meetings will be attended by Meridian's Project Manager.
b. Meridian team meetings over the course of the project.

HOURS DERIVATION:

See attached Cost Plus Fixed Fee schedule.

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Scope of Services – UTA FRF Environmental Studies Program

Pacific Railway Enterprises, Inc. (PRE) will perform design services in its role as a train control systems subconsultant to AECOM (client). All project coordination and systems assessment will be performed at the direction of the designated AECOM Project Manager.

The following deliverables will be provided according to the project schedule as outlined within UTA's RFQ for South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design dated September 29, 2022.

Task 6.2, Preliminary Engineering Design

Task 6.2, Signals

There are approximately 14 miles of track and 15 at grade crossings within the proposed alignment. Initial assumptions for quote are approximately 7 new signal locations and interconnected grade crossings with UPRR.

PRE will provide 30% railroad signal design including the following deliverables:

- Scaled Single Line Diagram Depicting Proposed Signal Placements and Limits of Grade Crossing Warning Approach Circuits
- Cost Estimate for Railroad Signal Construction
- Evaluate design documents provided by other disciplines to identify systems impacts.

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Professional Engineering Services Requirements

It is understood that all design deliverables required within this Scope of Services will be sealed by a Registered Utah Professional Engineer who is responsible for the work and/or services performed.

Exclusions

The following are project related items that are not considered to be part of this Scope of Services.

- Systems design beyond a 30% level. It is understood that this project element will be performed outside of this Scope of Services.
- Braking calculations, control lines and aspect charts are excluded. Although these are industry standard 30% design documents, UTA systems staff have excluded these as deliverables in past projects. These can be added for additional fee.
- Systems cost estimates will only be a rough order of magnitude. In order to provide systems cost estimates, the minimum of 30% systems design documents must be developed.
- Site visits have not been included and would need to added for travel as an Other Direct Cost.
- Utility coordination other than those directly related to systems required described within this Scope of Services.
- Structural, mechanical, geotechnical, civil, survey, or traffic engineering services.
- Environmental services.
- Permits of any kind.
- Landscaping design or repairs.
- Station systems and Communications systems are excluded.

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CERTUS Environmental Solutions, LLC

655 7th Avenue
Salt Lake City, UT 84103
(801) 230-7260

- **Task 1, Subcontract Administration**: Under this task, Certus will
  - Manage daily schedule and budget for the assigned tasks
  - Maintain open communication with AECOM, and as directed, and other parties, regarding task status and progress
  - Participate in the project kick-off meeting and as many as 16 additional project meetings.

Task 1 Deliverables
Monthly invoices
Progress reports (upon request)

Task 1 Assumptions

- The duration of Certus's involvement in will be no more than 12 months from notice-to-proceed. This duration is used only for estimating costs associated with administering the project and is not a schedule of deliverables.
- Certus will not be required to attend more than 17 project-related meetings and those meetings will be held virtually (with a dial-in option) except for the kick-off meeting..
- Invoicing will occur on a monthly basis; formal progress reports beyond concise emails will not be required from Certus.
-

- **Task 2, File Search**: Under this task, Certus will
  - Conduct a review of Utah SHPO project, site, and structures records to identify previously reported and/or known cultural resources in the assessment area;
  - Review historical maps, air photos, and other sources to identify potential cultural resources in the survey area and assist in assessing those documented during fieldwork.

Task 2 Deliverables
File search results (in technical reports – Task 4)
UGS consultation letter

Task 2 Assumptions

- Only digital files available through the Utah SHPO Sego and HUB websites and other online sources will be consulted.
- The file search area will extend ½ mile from the edge of the project survey corridor.
- Results of the file search will not need to be plotted on report maps.

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- **Task 3, Fieldwork**: Certus will conduct an intensive-level archaeological survey within the above-referenced assessment area. No buildings or structures are known to be present.

Task 3 Deliverables
Field notes (upon request)

Task 3 Assumptions

- No fieldwork authorization will be required.
- UTA safety protocols will apply.
- AECOM will facilitate ROW access permits from UTA to complete the assigned fieldwork.
- AECOM or other party will notify any affected private landowners prior to the field inventory, as necessary.
- The survey area will be no larger than described in the Project Understanding section, above.
- A 50-year age cutoff will be used to identify resources that are historical.
- No more than 8 archaeological sites will be found during the field inventory.
- No more than 5 historical structures will require documentation.
- Fieldwork can be completed according to Certus's preferred schedule.
- Fieldwork will not be impeded by forces outside the control of Certus; access to the survey area will be unfettered.
- No subsurface testing will be required.
- Snow cover cannot exceed 20-percent of the total survey area at the time of fieldwork.

- **Task 4, Reporting**: Certus will prepare a single technical report for the assessment effort. The report will summarize the file search results (Task 2), describe the survey methods, detail the results of the field inspection (Task 3), offer NRHP eligibility recommendations, and provide recommendations for findings of effect and future action, as appropriate. All work will be conducted in compliance with industry-standard practices.

Task 4 Deliverables
Draft and final technical report and site forms (digital format)

Task 4 Assumptions

- A single report will be prepared for the cultural resource assessment.
- All deliverables will be provided to AECOM and other parties in electronic format only.
- Final deliverables will be provided in digital format per the Utah State Historic Preservation Office E106 guidelines and will include GIS shapefiles, cover sheets, etc.

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Wetland Resources
182 East 300 North
Logan, Utah 84321
(435) 753-4517

November 9, 2022

Aquatic Resources Delineation/T&E Species Inventory

Task One - Aquatic Resources Delineation

This task includes all of Wetland Resources' work to produce an Aquatic Resources Delineation Report for the UTA South Valley Transit project in Utah County. The rail alignment is approximately 14 miles long, and the project area will be limited to the UTA-owned right-of-way. The project area also includes up to eight facilities (stations, flyovers, and maintenance buildings) to be located near the ROW. Fieldwork for the aquatic resources delineation will include identification of dominant plant species, characterization of the wetland and upland soils within the project area, and assessment of the project area hydrology. The wetland delineation will be conducted in accordance with the 1987 Corps Wetland Delineation Manual and the Arid West Supplement. After the wetland and Waters of the U.S. boundaries have been determined, a survey will be conducted using a sub-meter GPS unit to accurately map these boundaries. A delineation report describing the project site and its associated Waters of the U.S. will be prepared and sent to AECOM for review.

Task Two - Wildlife Inventory

This task includes all of Wetland Resources' work to conduct a general wildlife survey to document and map suitable habitat for special status species known or suspected to utilize the project area and identified by the USFWS or Utah Division of Wildlife Resources. The USFWS IPaC report lists two T&E wildlife species that could potentially occur on the project area: June Sucker and Yellow-billed Cuckoo. The Monarch butterfly, which is a candidate species, is also listed as potentially occurring in the vicinity. The project area does not contain any USFWS designated critical habitat. The wildlife surveys will also include mapping suitable raptor habitat within a ½-mile buffer around the project footprint.

Task Three - Ute ladies'-tresses Survey

This task includes all of Wetland Resources' work to conduct a survey for Ute ladies'-tresses (ULT) (*Spiranthes diluvialis*). All suitable ULT habitat within a 300' buffer around the project footprint will be mapped prior to the August 2023 ULT survey window. The 300' buffer is not required to extend to the opposite side of any paved or gravel road from the project area. A 100% coverage pedestrian survey for ULT will be conducted in August 2023. All suitable ULT habitat within a 300' buffer around the project area will be surveyed for individuals with a 5-foot transect spacing. Results of the survey will be documented in a ULT inventory report.

Task Four – Meetings and Environmental Assessment Assistance

Wetland Resources will participate in 24 team meetings throughout the 24-month project schedule. Most of the meetings will be joined virtually, but time and mileage have been included to participate in-person at four of the meetings. Wetland Resources will also assist AECOM with the preparation of the wetland and wildlife sections of the EA. It is assumed that AECOM will do most of the EA preparation, and Wetland Resources will provide input, answer questions, and review the pertinent sections.

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1.1 PROJECT DESCRIPTION

UTA has initiated the South Valley (Utah County) Environmental Study. The study will prepare a NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to the south from Provo to Payson. The previously completed Locally Preferred Alternative (LPA) recommends 14-miles of commuter rail from Provo to Payson along the right-of-way owned by UTA. The project includes three stations at Springville, Spanish Fork, and Payson.

RSG will provide support for ridership projections using the FTA STOPS model.

1.2 STOPS

The RSG team has significant recent experience with UTA's STOPS model and has been working with UTA to update and apply that model to the Mid-Valley BRT corridor and to three additional BRT corridors in the UTA service area. We will use this experience to efficiently forecast ridership for the South Valley Frontrunner extension.

TASK 1: Review of Input Data

The project team will complete a detailed review of the regional STOPS implementation with particular attention focused on the area relevant to the South Valley Frontrunner extension. This effort will build on the review previously performed by RSG as part of the Mid-Valley BRT project. For this review, RSG will extend the Mid-Valley analysis to confirm that MPO traffic analysis zones, highway skims, walk networks, and route/station counts will support analysis of South Valley Frontrunner extension. Opportunities for improvement will be identified and implemented by the project team.

TASK 2: Model Testing

The regional STOPS model (with any refinements from Task 1) will be used to prepare a series of base and future year existing and no-build test runs to confirm proper operation of the model in the South Valley Frontrunner extension corridor. Results will be reviewed to confirm that the model calibration properly represents the corridor in the current year and that forecast results with the no-build represent a plausible projection of future ridership patterns.

Particular attention will be paid to the transit ridership implications of new development in the corridor. As needed, the STOPS "cloning" and "special markets" capabilities will be reviewed to determine whether they can be useful in projecting ridership in areas where current development patterns are unlike those expected for the future. Several different cloning and special markets strategies will be tested and compared to forecasts developed without these adjustments. Following these tests, the approach that appears to generate the most plausible results will be selected for use in the remainder of the project.

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TASK 3: Base and Build Year Scenarios

A build-year scenario will be developed with UTA service planners helping to determine changes that need to be made to the transit network. For this effort, we have assumed 3 scenarios will be evaluated.

Following alternative coding, STOPS will be run for all alternatives using both the base and forecast year socioeconomic inputs. Results will be reported for each alternative including:

1. Total Trips-on-Project stratified by purpose and household automobile ownership
2. Route-level ridership for the project service and relevant existing transit services in the corridor
3. Project station boarding by mode of access
4. Linked and incremental linked trips by purpose and auto ownership
5. Project-related impacts on automobile VMT

TASK 4: Final Documentation

Data and findings from the modeling effort will be summarized by the project team in a summary technical memorandum. This document will include:

1. A review of the input information used in STOPS
2. A summary of the calibration adjustments (i.e., non-default STOPS parameters)
3. A summary of the model validation
4. Definition of the alternatives models
5. Ridership forecast results

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Exhibit B

FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE

The contract will be for a Not to Exceed price amount of $8,417,669.92. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager. This contract not to exceed amount will be maintained through the life of the contract. Any price increases beyond this amount will have to be approved by the project manager and a change order or contract amendment would have to be completed and approved.

DETAILED PRICING WITH DETAILED EFFORT AND HOURS

(AECOM's Fee Proposal Document to be included on the next pages.)

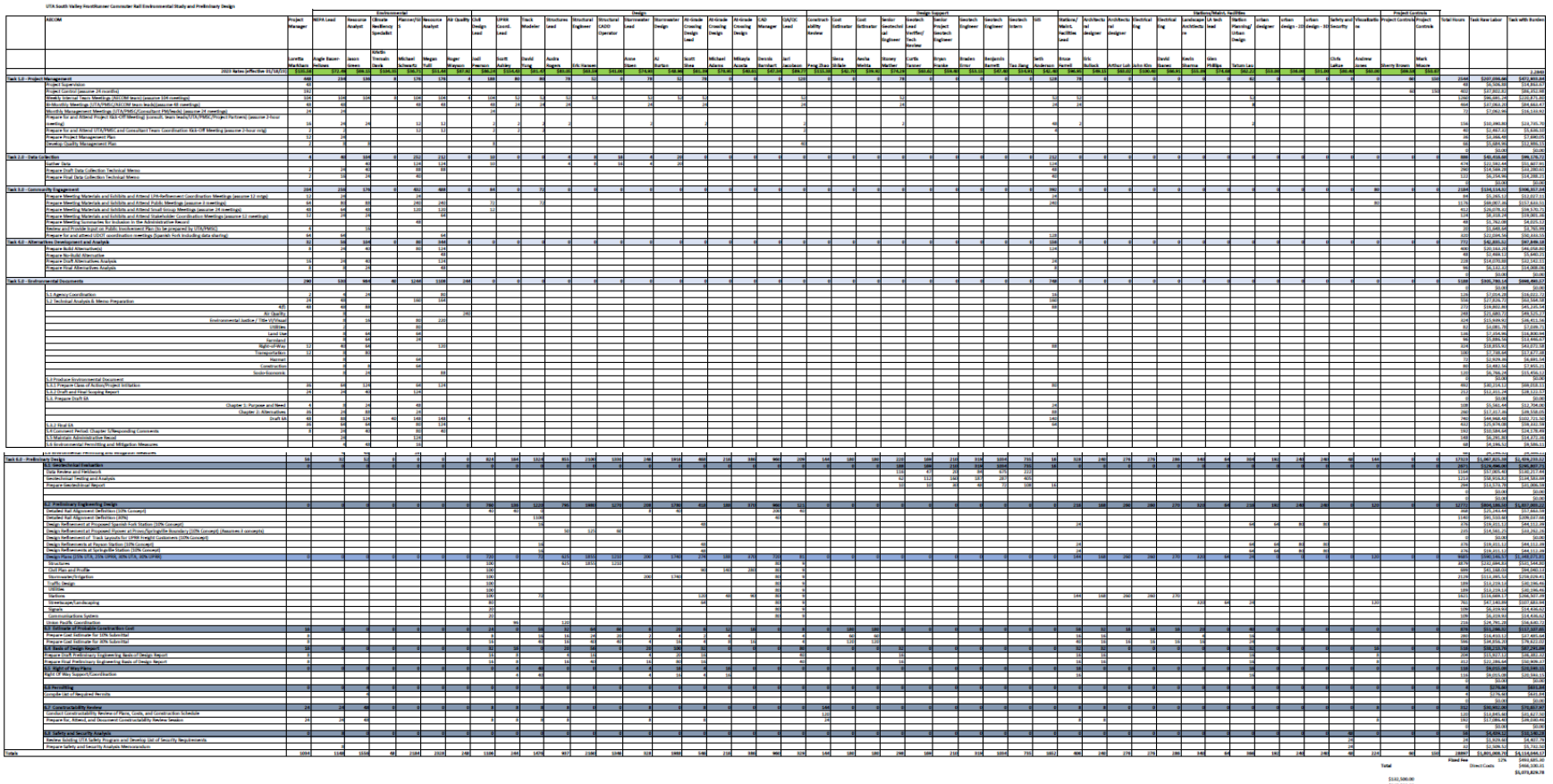
South Valley Transit Design Cost Estimate

19-Jan-23

Firm	Totals
AECOM	$5,073,829.78
Meridian Engineering	$459,374.28
Parsons	$1,525,497.43
Parametrix	$1,038,828.13
Certus	$15,402.50
Pacific Railway Enterprises	$99,842.80
Wetland Resources	$75,686.00
CSA	$53,344.00
RSG	$75,865.00
TOTAL	**$8,417,669.92**

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ACME Fees



Fixed Fee	12%	$493,685.30
Total	**Direct Costs**	$466,100.31
		$5,073,829.78

$132,500.00
$245,500.00
$54,500.00
$16,400.00
$7,200.31 @ $.62/mile
$10,000.00

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Parson's Fees

UTA South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design

			Design														
	Parsons - Title/Role	Parsons Project Manager	Design Lead (30%)	Track Design Lead	Track Alg Design (UP/UTA)	Track Design CADD	Civil Wall Layout	Civil Wall Design/ CADD	Utility Design Lead	Utility Design	Comm/ Systems Dsn Lead	Comm/ Systems Design	Comm/ Systems CADD	Project Controls Project Controls	Total Hours	Task Raw Labor	Task with Burden
	Employee	Ryan Mulligan	Brooke Dempster	Sara Wilson	Dominic Oliveti	Ahmed Dib	Mike Lanning	Adam Borsch	Robert Miyawaki	Jerry Kidwell	Paul Wadum	Brad Able	Bradley Thompson	Chris James			
	Base Rate - Adjusted to 2023	$76.75	$82.01	$66.30	$87.65	$44.57	$110.76	$54.47	$41.59	$48.89	$90.15	$71.60	$56.28	$46.40			121.59%
Task 1 - Project Management		212	330	237	40	0	48	0	59	0	52	0	0	140	1,118	$81,506.28	$180,609.76
	Project Management Activities														0	$0.00	$0.00
	-Project set-up, admin & internal management	40	20											60	120	$7,494.07	$16,606.12
	-Assume 24 months, 26 invoices	26	26											80	132	$7,839.72	$17,372.04
	-Monthly Progress Reports		48	24					10		10				92	$6,845.01	$15,167.86
	Meetings														0	$0.00	$0.00
	-Weekly Consultant Team Meetings (assume 104, 1 hr meetings, remote) -Assume team for detailed 30% design will start to attend the last third of meetings	40	104	104	40		40		40		40				408	$31,699.86	$70,243.71
	-Bi-Monthly Meetings - UTA/PMSC/Consultant Team leads (assume 48, 1.5 hr meetings, remote)	72	72	72											216	$16,203.96	$35,906.35
	-Monthly Management Meetings (UTA/PMSC/Consultant PM/leads) (assume 24, 1 hr meetings, remote)	24	24	24											72	$5,401.32	$11,968.78
	-Attend UTA Project Kick-Off Meeting (UTA/PMSC and Consultant Team Coordination Kick-Off Meeting (assume 2-hour mtg, in person in SL area)	4	4	4			4		4		2				22	$1,689.90	$3,744.65
	-Prepare for UTA Project Kick-Off Meeting		8												8	$656.07	$1,453.78
	-Attend Partners Project Kick-Off Meeting (UTA/PMSC/Consultant Team Leads/UTA/Project Partners) (assume 2-hour meeting, in person in UT County)	4	4	5			4		5						22	$1,617.50	$3,584.22
	-Prepare for Partners Project Kick-Off Meeting		8	4											12	$921.27	$2,041.45
	Management Documents (assumed prepared by AECOM)														0	$0.00	$0.00
	-Review PMP prepared by AECOM	2	8												10	$809.56	$1,793.90
	-Review QMP prepared by AECOM		4												4	$328.03	$726.89
	Maintain NEPA Administrative Record - no anticipated Parsons tasks														0	$0.00	$0.00
Task 2 - Data Collection		0	90	0	0	0	0	0	360	200	60	0	0	0	710	$37,541.23	$83,187.62
	Gather Existing Utility Data		20						320	160					500	$22,772.48	$50,461.53
	Gather Information on current/existing UTA Projects with Interface		40												40	$3,280.34	$7,268.91
	Gather Information from UTA on existing Communications facilities		10								40				50	$4,425.91	$9,807.37
	Prepare Draft Data Collection Technical Memo		10						20	20	10				60	$3,531.25	$7,824.90
	Prepare Final Data Collection Technical Memo		10						20	20	10				60	$3,531.25	$7,824.90
Task 3 - Community Engagement		0	209	116	0	0	0	0	0	0	0	0	0	0	325	$24,830.73	$55,022.40
	Attend LPA-Refinement Coordination Meetings (assume 12 mtgs)		36												36	$2,952.31	$6,542.02
	-Prepare exibits/materials for alignment options		12	24											36	$2,575.33	$5,706.67
	Attend Public Meetings (assume 3 meetings)		9												9	$738.08	$1,635.51
	-Prepare exibits/materials for alignment options		8	8											16	$1,186.48	$2,629.12
	Attend Small Group Meetings (assume 24 meetings)		72												72	$5,904.62	$13,084.05
	-Prepare exibits/materials for alignment options		24	48											72	$5,150.66	$11,413.35
	Attend Stakeholder Coordination Meetings (assume 12 meetings)		36												36	$2,952.31	$6,542.02
	-Prepare exibits/materials for alignment options		12	36											48	$3,370.94	$7,469.67
	Prepare Meeting Summaries for inclusion in the Administrative Record - no anticipated Parsons Task														0	$0.00	$0.00
	Review and Provide Input on Public Involvement Plan (to be prepared by UTA/PMSC) - no anticipated Parsons Task														0	$0.00	$0.00
Task 4 - Alternatives Considered		0	16	0	0	0	0	0	0	0	0	0	0	0	16	$1,312.14	$2,907.57
	Prepare Build Alternative(s)														0	$0.00	$0.00
	Prepare No-Build Alternative														0	$0.00	$0.00
	Prepare Draft Alternatives Analysis														0	$0.00	$0.00
	-Review Draft prepared by AECOM		8												8	$656.07	$1,453.78
	Prepare Final Alternatives Analysis														0	$0.00	$0.00
	-Review Draft prepared by AECOM		8												8	$656.07	$1,453.78
Task 5.0 - Environmental Services and Document Preparation		0	32	0	0	0	0	0	0	0	0	0	0	0	32	$2,624.28	$5,815.13
	Design Lead Review of each phase submittal of the EA documents (draft & final)		32												32	$2,624.28	$5,815.13
Task 6 - Preliminary Engineering (30% Design)		0	1,306	1,234	1,038	676	188	300	796	720	212	356	68	0	6,882	$463,049.46	$1,026,071.29
	6.1 Geotechnical Evaluation	0	10	0	0	0	0	0	0	0	0	0	0	0	10	$820.09	$1,817.23
	Design Lead will review the proposed data collecton information		2												2	$164.02	$363.45
	Design Lead will perform review of draft and final reports		8												8	$656.07	$1,453.78
	6.2 Preliminary Engineering Design	0	1,088	1,018	958	676	120	240	520	640	148	336	68	0	5,800	$390,446.94	$865,191.38
	Design Lead General Coordination for 10% for 8 month effort (assume 1 day/week)		280												280	$22,962.41	$50,882.40
	Detailed Rail Alignment Definition (UTA 10% Concept, Draft/Final)		40	160											200	$13,888.52	$30,775.57
	-Evaluation of concepts for future double track (and future freight) & white paper		40	80											120	$8,584.43	$19,022.24
	-Alternatives at stations (side/center) & white paper		40	80											120	$8,584.43	$19,022.24
	-Platform Location shifts/accommodate/coordinate with station site development x3		16	32											48	$3,433.77	$7,608.90
	-Design Refinement at Proposed Flyover at Provo/Springville Boundary & white paper		80	160											240	$17,168.86	$38,044.49
	Design Refinement of Track Layouts for UPRR Freight Customers		40	80											120	$8,584.43	$19,022.24
	UPRR Format Submittal Effort 10% - Initial Submittal		10	40	80										130	$10,484.37	$23,232.32
	UPRR Format Submittal Effort 10% - anticipated resubmittal		10	20	40										70	$5,652.23	$12,524.77
	Coordination with Station Area Planning Team		40												40	$3,280.34	$7,268.91
	Design Refinement at Proposed Spanish Fork Station - Assumed AECOM task to develop - Design Lead Rev		16												16	$1,312.14	$2,907.57
	Design Refinements at Payson Station - Assumed AECOM task to develop - Design Lead Rev		16												16	$1,312.14	$2,907.57
	Design Refinements at Springville Station - Assumed AECOM task to develop - Design Lead Rev		16												16	$1,312.14	$2,907.57
	Design Plans (25% UTA, 25% UPRR, 30% UTA, 30% UPRR)	0	444	366	838	676	120	240	520	640	148	336	68	0	4,384	$283,886.73	$629,064.59
	Design Lead General Coordination for 25%/30% for 8 month effort (assume 1 day/week)		280												280	$22,962.41	$50,882.40
	General: Cover, Index, Standard Symbols/Abb, General Notes (8 sheets)		24			48									72	$4,107.48	$9,101.75
	UTA Rail Alignment - Parsons Task														0	$0.00	$0.00
	-Key Maps (2 sheets)			4	16	16									36	$2,380.74	$5,275.49
	-P&P Plans (30 sheets)			120	240	60									420	$31,666.94	$70,170.77
	-Typical Sections (15 sheets)			60	30	30									120	$7,944.70	$17,604.66
	-UTA Track Alignment Data (6 sheets)			12	24	6									42	$3,166.69	$7,017.08

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	-Cross-Sections/model - AECOM task, Parsons review		20	60											80	$5,618.24	$12,449.45
	-Wall Geometry (informed by modeled limits)						120	240							360	$26,362.64	$58,416.98
	UPRR Format Submittal Effort 25% - Initial Submittal		20	40											60	$4,292.22	$9,511.12
	UPRR Format General sheets (5 sheets anticipated)				20	20									40	$2,644.42	$5,859.77
	-Quantity Summary				8	4											
	UPRR Format Plans - Tintic Sub (UTA owned)														0	$0.00	$0.00
	-Tintic Key/overview Map (1 sheet)				4	8									12	$707.16	$1,566.99
	-Typical Section Sheets (2 Sheets)				16	8									24	$1,758.99	$3,897.75
	-Plan & Profile Sheets (7 sheets)				60	60									120	$7,933.27	$17,579.32
	-Phasing Plans				80	80									160	$10,577.69	$23,439.10
	UPRR Format Plans - Sharp Sub														0	$0.00	$0.00
	-Sharp Key/overview Map (1 sheet)				4	8									12	$707.16	$1,566.99
	-Typical Section Sheets (2 Sheets)				16	8									24	$1,758.99	$3,897.75
	-Plan View Sheets (5 sheets)				40	40									80	$5,288.84	$11,719.55
	-Phasing Plans				80	80									160	$10,577.69	$23,439.10
	UPRR Format Submittal Effort 25% - anticipated resubmittal		10	20	80	80									190	$12,723.80	$28,194.66
	UPRR site visit (once 25% plans are acceptable)		10	10											20	$1,483.10	$3,286.39
	UPRR Format Submittal Effort 30%		10	20	80	80									190	$12,723.80	$28,194.66
	UPRR Format Submittal Effort 30% - anticipated resubmittal		10	20	40	40									110	$7,434.95	$16,475.11
	Structures - AECOM Task														0	$0.00	$0.00
	Civil Plan and Profile - AECOM Task														0	$0.00	$0.00
	Stormwater - AECOM Task														0	$0.00	$0.00
	Traffic Design - Parametrix Task														0	$0.00	$0.00
	Utilities - Parsons Task		40												40	$3,280.34	$7,268.91
	-Utility Matrix								160	160					320	$14,477.68	$32,081.09
	-Utility Plans (60 sheets)								240	480					720	$33,451.10	$74,124.30
	Stations - AECOM Task														0	$0.00	$0.00
	-Station Modeling/Grading								120						120	$4,990.97	$11,059.49
	Streetscape/Landscaping - AECOM Task														0	$0.00	$0.00
	Signals - PRE Task														0	$0.00	$0.00
	Communications - Parsons Task														0	$0.00	$0.00
	16 Communications Drawings - see dwg list tab										64	128	64		256	$18,535.39	$41,072.56
	1 Ductbank Drawing										4	8	4		16	$1,158.46	$2,567.04
	Communications Basis of Design Report		20												20	$1,640.17	$3,634.46
	-Communications Portion										40	100			140	$10,765.35	$23,854.95
	-Ductbank Portion										40	100			140	$10,765.35	$23,854.95
	Union Pacific Coordination - AECOM task														0	$0.00	$0.00
	6.3 Estimate of Probable Construction Cost	0	40	80	20	0	20	40	60	20	40	20	0	0	340	23,242	$1,503
	Prepare Cost Estimate for 10% Submittal - AECOM task														0	$0.00	$0.00
	-Quantities for Parsons Design Items for Estimate		20	40					20						80	$5,124.04	$11,354.37
	Prepare Cost Estimate for 30% Submittal - AECOM task														0	$0.00	$0.00
	-Quantities for Parsons Design Items for Estimate		20	40	20		20	40	40	20	40	20			260	$18,118.32	$40,148.38
	6.4 Basis of Design Report	0	120	120	60	0	40	20	120	60	0	0	0	0	540	$36,500.52	$80,881.51
	Prepare Draft Preliminary Engineering Basis of Design Report		80	80	40		20	10	80	40					350	$23,413.75	$51,882.54
	Prepare Final Preliminary Engineering Basis of Design Report		40	40	20		20	10	40	20					190	$13,086.77	$28,998.97
	6.5 Right of Way Plans	0	20	0	0	0	0	0	80	0	0	0	0	0	100	$4,967.48	$11,007.45
	Right of Way Support/Coordination		20						80						100	$4,967.48	$11,007.45
															0	$0.00	$0.00
	6.6 Permitting	0	4	0	0	0	0	0	0	0	0	0	0	0	4	$328.03	$726.89
	Compile List of Required Permits		4												4	$328.03	$726.89
															0	$0.00	$0.00
	6.7 Constructability Review	0	16	16	0	0	8	0	16	0	16	0	0	0	72	$5,366.79	$11,892.28
	Conduct Constructability Review of Plans, Costs, and Construction Schedule - AECOM Task														0	$0.00	$0.00
	Prepare for, Attend, and Document Constructability Review Session		16	16			8		16		16				72	$5,366.79	$11,892.28
	6.8 Safety and Security Analysis	0	8	0	0	0	0	0	0	0	8	0	0	0	16	$1,377.23	$3,051.81
	Review Existing UTA Safety Program and Develop List of Security Requirements		8								8				16	$1,377.23	$3,051.81
	Prepare Safety and Security Analysis Memorandum														0	$0.00	$0.00
Totals		212	1,983	1,587	1,078	676	236	300	1,215	920	324	356	68	140	9,083	$610,864.11	$1,353,613.78
																Fixed Fee 12%	$162,433.65
																Direct Costs	$9,450.00
																Total Costs	**$1,525,497.43**

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Parametrix's Fees

UTA South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design

Parametrix	Principal Consultant	Sr Consultant	Sr Engineer	Sr Project Accountant	Planner III	Engineer III	Engineer IV	Sr Planner	Planner III	Sr Consultant	Engineer III	Sr Consultant	Sr Planner	Sr Engineer	Engineer IV	Sr Consultant	Sr Designer	Engineer II	Engineer II	Sr Office Admin									Total Hours	Task Raw Labor	Task with Burden
	Daryl Wendle	Charles Allen	Morgan Stumpf	Sarah Creckenberger	Tim Peterson	Dina Elnahar	Kyle Stahley	Kai Tohinaka	Ian Kilpatrick	Jennifer John	Amir Almotahari	Vern Keesler	Jennifer Valentine	Adrianna Stanley	Amanda Thom	Joel Theodore	Jackie Tyler	Michael Jones	Cort Klein	Valerie Garcia												
2023 Rates	$133.90	$69.32	$75.08	$38.46	$42.06	$48.80	$53.62	$52.06	$58.84	$66.36	$41.36	$69.89	$63.09	$64.20	$59.85	$109.20	$73.81	$40.44	$35.94	$33.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				2.725%
Task 1.0 - Project Management	98	178	178	96	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96	0	0	0	0	0	0	0	0	646	$45,788.36	$124,796.18
Project Supervision	48																												48	$6,427.20	$17,517.33
Project Control (assume 24 months)		24	24	96																96									240	$10,397.76	$28,338.09
Weekly Internal Team Meetings (AECOM team) (assume 104 meetings)	0	104	104																										208	$15,038.40	$40,987.16
Bi-Monthly Meetings (UTA/PMSC/AECOM team lead)(assume 48 meetings)	24	48	48																										120	$10,154.40	$27,675.82
Monthly Management Meetings (UTA/PMSC/Consultant PM/leads) (assume 24 meetings)	24	0	0																										24	$3,213.60	$8,758.67
Prepare for and Attend Project Kick-Off Meeting) (consult. team leads/UTA/PMSC/Project Partners) (assume 2-hour meeting)	2																												2	$267.80	$729.89
Prepare for and Attend UTA/PMSC adn Consultant Team Coordination Kick-Off Meeting (assume 2-hour mtg)		2	2																										4	$289.20	$788.21
Prepare Project Management Plan																													0	$0.00	$0.00
Develop Quality Management Plan																													0	$0.00	$0.00
Maintain NEPA Administrative Record																													0	$0.00	$0.00
Task 2.0 - Data Collection	0	32	20	0	56	60	0	20	0	0	0	20	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228	$12,585.44	$34,301.62
Gather Data		20	20		40	60		20				20	28																200	$11,079.20	$30,196.36
Prepare Draft Data Collection Technical Memo		6			8																								14	$753.12	$2,052.63
Prepare Final Data Collection Technical Memo		6			8																								14	$753.12	$2,052.63
																													0	$0.00	$0.00
Task 3.0 - Community Engagement	0	3	84	0	0	0	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	138	$9,758.34	$26,594.36
Prepare Meeting Materials and Exhibits and Attend LPA-Refinement Coordination Meetings (assume 12 mtgs)			48											48															96	$6,685.44	$18,221.17
Prepare Meeting Materials and Exhibits and Attend Public Meetings (assume 3 meetings)		3																											6	$395.03	$1,076.49
Prepare Meeting Materials and Exhibits and Attend Small Group Meetings (assume 24 meetings)			24																										24	$1,801.92	$4,911.13
Prepare Meeting Materials and Exhibits and Attend Stakeholder Coordination Meetings (assume 12 meetings)			12																										12	$900.96	$2,455.57
Prepare Meeting Summaries for Inclusion in the Administrative Record																													0	$0.00	$0.00
Review and Provide Input on Public Involvement Plan (to be prepared by UTA/PMSC)																													0	$0.00	$0.00
																													0	$0.00	$0.00
Task 4.0 - Alternatives Development and Analysis	32	200	0	0	130	130	80	130	230	180	80	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1272	$76,634.20	$208,866.51
Prepare Build Alternative(s)		80			40	40		40	60	60	40	20																	380	$22,637.80	$61,699.32
Prepare No-Build Alternative		80			30	30		30	50	20	40																		280	$14,138.80	$38,480.75
Prepare Draft Alternatives Analysis	16	80			40	40	40	40	60	60																			376	$23,720.80	$64,651.04
Prepare Final Alternatives Analysis	16	40			20	20	40	20	60	40																			256	$16,136.80	$44,035.36
																													0	$0.00	$0.00
Task 5.0 - Environmental Documents	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	$8,034.00	$21,896.67
Sr reviews/advisory	80																												80	$8,034.00	$21,896.67
																													0	$0.00	$0.00
																													0	$0.00	$0.00
																													0	$0.00	$0.00
																													0	$0.00	$0.00
Task 6.0 - Preliminary Design	0	88	520	0	0	0	80	0	0	0	80	120	80	660	0	44	240	616	816	0	0	0	0	0	0	0	0	0	3344	$184,938.52	$504,049.94
6.1 Geotechnical Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
Data Collection of Existing Information																													0	$0.00	$0.00
Develop Boring Plan																													0	$0.00	$0.00
Geotechnical Investigations																													0	$0.00	$0.00
Prepare Draft Geotechnical Report																													0	$0.00	$0.00
																													0	$0.00	$0.00
6.2 Preliminary Engineering Design	0	80	440	0	0	0	80	0	0	0	80	120	80	580	0	44	240	616	696	0	0	0	0	0	0	0	0	0	3016	$166,899.20	$453,413.87
Detailed Rail Alignment Definition (10% Concept)			80									40	80	40	20	80	40	80											460	$28,726.60	$78,054.35
Design Refinement at Proposed Spanish Fork Station			80											120	8	40	152	152											552	$29,022.72	$79,321.42
Design Refinement at Proposed Flyover at Provo/Springville Boundary			20											20															40	$2,785.60	$7,570.15
Design Refinement of Track Layouts for UPRR Freight Customers																													0	$0.00	$0.00
Design Refinements at Payson Station			80											120		40	152	152											552	$29,022.72	$79,321.42
Design Refinements at Springville Station			80											120	8	40	152	152											552	$29,022.72	$79,321.42
Design Plans (25% UTA, 25% UPRR, 30% UTA, 30% UPRR)	0	80	100	0	0	0	80	0	0	0	80	0	0	120	0	0	40	120	160	0	0	0	0	0	0	0	0	0	780	$42,187.60	$114,982.30
Structures																	40												40	$2,876.40	$7,839.63
Civil Plan and Profile			20											40				40	80										180	$8,562.40	$23,336.82
Stormwater																													0	$0.00	$0.00
Traffic Design		80					80				80																		240	$13,496.00	$36,788.35
Utilities																													0	$0.00	$0.00
Stations			80											80				80	80										320	$17,252.80	$47,022.51
Streetscape/Landscaping																													0	$0.00	$0.00
Signals																													0	$0.00	$0.00
Communications System																													0	$0.00	$0.00
Union Pacific Coordination												80																	80	$5,595.20	$15,248.62
6.3 Estimate of Probable Construction Cost	0	0	40	0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	80	0	0	0	0	0	0	0	0	0	200	$11,014.40	$30,019.75
Prepare Cost Estimate for 10% Submittal			40											80					80										200	$11,014.40	$30,019.75
Prepare Cost Estimate for 30% Submittal																													0	$0.00	$0.00
6.4 Basis of Design Report	0	0	40	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	40	0	0	0	0	0	0	0	0	0	120	$7,564.96	$20,618.30
Prepare Draft Preliminary Engineering Basis of Design Report			40											40					40										120	$7,564.96	$20,618.30
Prepare Final Preliminary Engineering Basis of Design Report																													0	$0.00	$0.00
6.5 Right of Way Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
																													0	$0.00	$0.00
																													0	$0.00	$0.00
6.6 Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
Compile List of Required Permits																													0	$0.00	$0.00
																													0	$0.00	$0.00
6.7 Constructability Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
Conduct Constructability Review of Plans, Costs, and Construction Schedule																													0	$0.00	$0.00
Prepare for, Attend, and Document Constructability Review Session																													0	$0.00	$0.00
																													0	$0.00	$0.00
6.8 Safety and Security Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
Review Existing UTA Safety Program and Develop List of Security Requirements																													0	$0.00	$0.00
Prepare Safety and Security Analysis Memorandum																													0	$0.00	$0.00
Totals	190	561	802	96	186	190	160	150	230	180	160	160	108	708	0	44	240	616	816	96	0	0	0	0	0	0	0	0	3688	$337,788.84	$920,907.26

			Fixed Fee 12% $110,460.87
Direct Costs	Total		Direct Costs $7,860.00
Mileage	$1,860.00	@ $.62/mile	Total Costs $1,038,828.13
Flights	$4,000.00		
Lodging	$200		
Car Rental	$800		

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MERIDIAN ENGINEERING, INC

Cost Plus Fixed Fee

Activity Code:		Springville Station ALTA	Springville Station Right of Way (3 Parcels)	Spanish Fork Station ALTA	Spanish Fork Station Right of Way (3 Parcels)	Payson Station ALTA	Payson Station Right of Way (3 Parcels)	Crossover (8 Parcels)	Greenfield Area (10 Parcels)	Railroad Rigth of Way Verification	Right of Way Plans	Bridge Scans	Supplemental Survey of Critical Areas (5)	UPRR Right of Way	Project Management	Total Team Member Hours
Employee	Role	MERIDIAN ENGINEERING, INC. PROJECT ASSIGNMENTS														
Brad Mortensen	QC / QA Manager	4.0	3.0	4.0	3.0	4.0	3.0	4.0	5.0							30.0
Brian Boehmer	LiDAR / Survey											90.0				90.0
Darryl Fenn	PM / PIC														15.0	15.0
Gustave Denham	ROW CAD Design										100.0					100.0
Jeffrey Maumalanga	ROW CAD Design										1200.0					1200.0
Levi Atkinson	Survey Tech	60.0		50.0		90.0		25.0	30.0			160.0	100.0			515.0
Michael Nadeau	Survey Manager	10.0		10.0		12.0										32.0
Myles Sykes	Survey Crew Chief															0.0
Regan Fenn	ROW Tech															0.0
Riley Adams	Survey Crew Chief											100.0	100.0			200.0
Robert Hickman	ROW Lead		15.0		15.0		15.0	20.0	30.0	50.0	60.0			150.0		355.0
Sierra Holz	Survey CAD Design	30.0		30.0		55.0		5.0	8.0			35.0	40.0			203.0
Spencer Marble	Crew Manager	60.0		50.0		90.0		25.0	30.0			60.0	15.0			330.0
Travis Jensen	ROW Lead	5.0	20.0	5.0	20.0	5.0	20.0	40.0	50.0	100.0	120.0			200.0	200.0	785.0
Travis Williams	Survey CAD Design	25.0		25.0		30.0										80.0
Tyler Baron	ROW Manager														50.0	50.0
																0.0
TOTAL TASK HOURS:		**194.0**	**38.0**	**174.0**	**38.0**	**286.0**	**38.0**	**119.0**	**153.0**	**150.0**	**1505.0**	**445.0**	**255.0**	**350.0**	**265.0**	**4010.0**
Labor Cost (Hours x Wage):		$6,657.37	$1,850.84	$6,037.37	$1,850.84	$9,518.62	$1,850.84	$4,886.12	$6,272.40	$7,450.00	$51,215.00	$13,380.00	$6,960.00	$16,850.00	$15,615.00	**$ 150,394.40**
Loaded Cost (Labor x Multiplier):		$11,498.61	$3,196.77	$10,427.75	$3,196.77	$16,440.56	$3,196.77	$8,439.31	$10,833.69	$12,867.64	$88,458.55	$23,109.94	$12,021.31	$29,103.32	$26,970.23	**$ 259,761.21**
TOTAL LABOR COST:		$18,155.98	$5,047.61	$16,465.12	$5,047.61	$25,959.18	$5,047.61	$13,325.43	$17,106.09	$20,317.64	$139,673.55	$36,489.94	$18,981.31	$45,953.32	$42,585.23	**$ 410,155.61**
Fixed Fee percentage		$2,178.72	$605.71	$1,975.81	$605.71	$3,115.10	$605.71	$1,599.05	$2,052.73	$2,438.12	$16,760.83	$4,378.79	$2,277.76	$5,514.40	$5,110.23	**$ 49,218.67**
TOTAL TASK COSTS:		**$20,334.70**	**$5,653.32**	**$18,440.93**	**$5,653.32**	**$29,074.28**	**$5,653.32**	**$14,924.48**	**$19,158.82**	**$22,755.76**	**$156,434.37**	**$40,868.73**	**$21,259.07**	**$51,467.72**	**$47,695.46**	**$ 459,374.28**

TOTAL TASK COSTS: $ 459,374.28

TOTAL PROJECT COSTS: $ 459,374.28

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Pacific Railway Enterprises, Inc. Fees

Labor (specify function/title)	Estimated Hours	Fully Burdened Labor Rate	Estimated Costs
Subtask 6.2 - Preliminary Engineering Design - Signals			
Principal Professional Engineer	40	$ 253.09	$ 10,123.60
Senior Railroad Systems Technologist IV	200	$ 226.68	$ 45,336.00
Senior Railroad Technologist I	240	$ 154.14	$ 36,993.60
Engineer I	80	$ 92.37	$ 7,389.60
		Subtask Total	**$ 99,842.80**
		Grand Total	**$ 99,842.80**

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CERTUS Environmental Solutions, LLC

Costs

Labor costs shall accrue on quarter-hour increments according to the following labor-rate categories:

- Principal Archaeologist/Architectural Historian $110.00/hr
- Administrative/Clerical $50.00/hr

Task or ODC	Hours or Units	Rate	Total
LABOR			
Task 1: Subcontract Administration	24	$110.00	$2,640.00
	10	$50.00	$500.00
Task 2: File Search	0	$110.00	$0.00
	3	$50.00	$150.00
Task 3: Fieldwork (Survey & Mobilization)	80	$110.00	$8,800.00
	4	$50.00	$200.00
Task 4: Reporting	16	$110.00	$1,760.00
	8	$50.00	$400.00
		Labor Subtotal	***$14,450.00***
EXPENSES			
Digital Camera	8	$15.00	$120.00
GPS Unit	8	$25.00	$200.00
Mileage (GSA)	860	$0.625	$537.50
Safety compliance	1	$50.00	$50.00
UGS paleo consultation	1	$30.00	$ 30.00
UT SHPO file search fee recovery	1	$15.00	$15.00
		Expenses Subtotal	***$952.50***
		Grand Total	***$15,402.50***

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Wetland Resources
182 East 300 North
Logan, Utah 84321
(435) 753-4517

November 9, 2022

Task One - Aquatic Resources Delineation

Labor		
Wetland Delineation Fieldwork	260 hours@$120/hr	$31,200
Wetland Delineation Report Preparation	80 hours@$120/hr	$ 9,600
Railway Worker Protection Certification	10 hours@$120/hr	$ 1,200
Expenses		
Per Diem	20 days@$165/day	$ 3,300
Mileage	2,500 miles @ $0.62/mi	$ 1,550
	Delineation Cost	**$46,850**

Task Two - Wildlife Inventory

Labor		
Wildlife Survey Fieldwork	50 hours@$120/hr	$6,000
Wildlife Report Preparation	20 hours@$120/hr	$2,400
Railway Worker Protection Certification	10 hours@$120/hr	$1,200
Expenses		
Per Diem	4 days @ $165/day	$ 660
Mileage	500 miles @ $0.62/mi	$ 310
	Wildlife Cost	**$10,570**

Task Three - Ute ladies'-tresses Survey

Labor		
ULT Survey Fieldwork	50 hours @ $120/hr	$6,000
ULT Report Preparation	20 hours @ $120/hr	$2,400
Expenses		
Per Diem	4 days @ $165/day	$ 660
Mileage	500 miles @ $0.62/mi	$ 310
	ULT Cost	**$9,370**

Task Four – Meetings and Environmental Assessment Assistance

Labor		
Team Meetings	50 hours @ $120/hr	$6,000
Environmental Assessment Assistance	20 hours @ $120/hr	$2,400
Expenses		
Mileage	800 miles @ $0.62/mi	$ 496
	Meetings/EA Cost	**$8,896**
	Total Project Cost	**$75,686**

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CSAcoustics

	Principal Associate	Associate
	$167.97	$113.25
Noise and Vibration Assessment	160	224
	$26,876	$25,368
Total Labor		$52,244
Miscellaneous Costs - Mileage		$300
Equipment Shipping		$800
Total Cost		$53,344

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1.3 BUDGET

RSG Labor

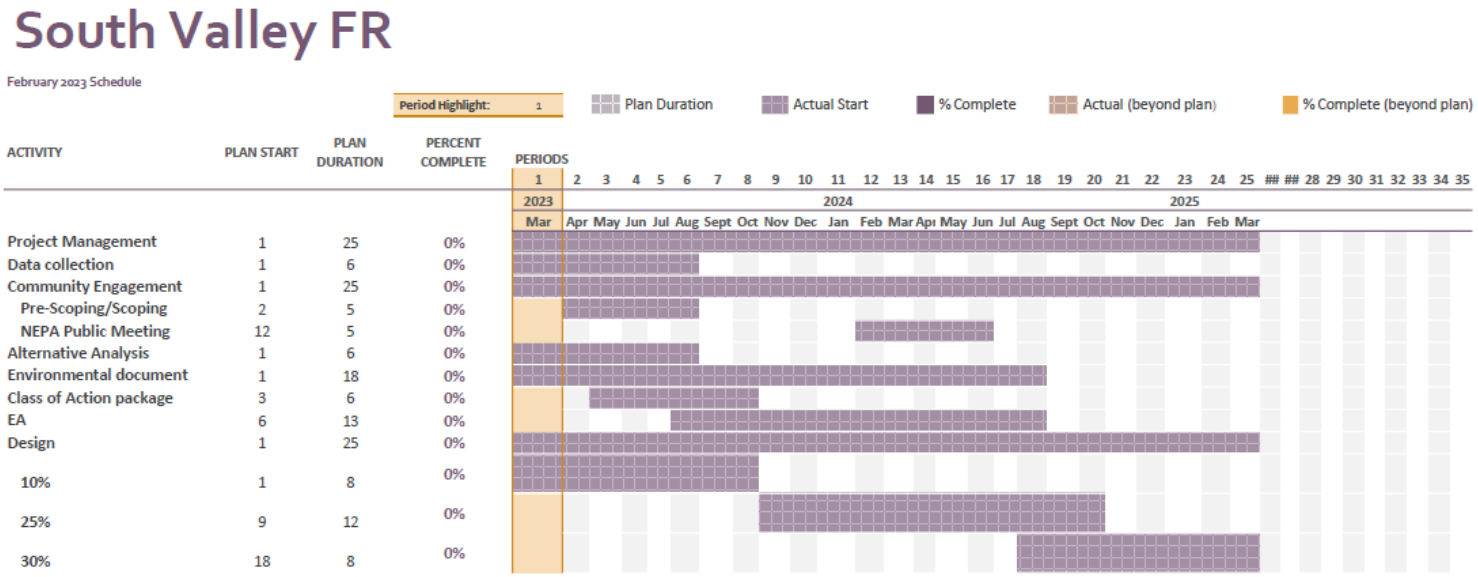
	Woodford	Campbell	Lee	Analyst	Total Hours	Cost
Unloaded rate	$131.50	$82.01	$56.05	$33.72		
Fully loaded rate	$418.28	$260.86	$178.29	$107.26		
Project management/client meetings	8	4	8	8	28	$6,674
Review of Input Data	8		48	48	104	$17,053
Model Testing	8		24	48	80	$12,774
Base and Build Year Scenarios	16		48	96	160	$25,547
Documentation	8	4	24	48	84	$13,817
Total hours	48	8	152	248	456	
Total labor costs	**$20,078**	**$2,087**	**$27,100**	**$26,600**		**$75,865**

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Exhibit C

PROJECT SCHEDULE

Schedule is assumed to be two years from start date.
Contract end date is anticipated June 2025



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Exhibit D

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the contractor to ensure that all clauses applicable to the contracted effort are adhered to by the contractor and its subcontractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > $100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K

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28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL
39	Notice to FTA and DOT	All Contracts over $25,000

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.
Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that

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may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The requirement excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Definitions:

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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General waivers for small purchases do not apply to Contractor's equipment purchases when Consultant's contract value exceeds $150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Contractors.
Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.
Flow down Requirements: The School Bus requirements flow down from UTA to first tier service contractors.
School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.
Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of

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equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

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(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.
Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.
(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional

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Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.
Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America

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requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.
Access to Records - The following access to records requirements apply to this Contract:
(1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to

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provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non-State Grantees	Yes[1]		Yes	Yes	Yes	Yes
a. Contracts below SAT ($250,000)	Yes[1]		Yes	Yes	Yes	Yes
b. Contracts above $250,000/ Capital Projects		Those imposed on nonstate Grantee pass thru to Contractor				

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.
Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $150,000.
Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.
Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including

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painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor,

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applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section
5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records

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upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

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(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)**Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.
(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part
5 40 U.S.C.
3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no

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construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001

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49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.
Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.
Flow down Requirements: These requirements flow down to contractors and sub-contractors over $100,000.

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only

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be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow down Requirements*:* The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.
Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual

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orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

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Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.
Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide be the decision.
Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AUTHORITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY

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apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right

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of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

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Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

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iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY: **https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxrfiAs9948ho/view**

5. DBE Contract Assurance (49 CFR 26.13)

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i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

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49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.
Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors. **Drug and Alcohol Testing**: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

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37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

EQUIPMENT

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

39. NOTIFICATION TO FTA and DOT

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor o must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a contractor or person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Mountainland MPO TIP Projects - Sorted by Sponsor

PIN	Sponsor	Map# | Project Information	Action	Fund	Approve $	Fiscal Years (Fed Oct1, State & County Jan1)						Funding Responsibility			
						<Prior	2022	2023	2024	2025	2026	MPO/Co.	Federal	State	Local
14702	UTA	Lehi SR92 Ped Crossing (Tiger Match)	New Trail Bridge	MAG-Exchange	1,839,052	888,502.74	950,549					1,714,548	0	0	124,504
14988	UTA	Springville-Sharp/Tintic RR Connection	Future Commuter Rail Connector	CM/AQ	4,728,300	900,000.00	3,828,300					0	4,408,194	0	320,106
14988	UTA	Springville-Sharp/Tintic RR Connection	Future Commuter Rail Connector	MAG-Exchange	500,000	0.00	500,000					0	466,150	0	33,850
16996	UTA	UTA Provo Rail Ped Bridge (Tiger Match)	New Pedestrian Overpass	CM/AQ	845,000	45,000.00	800,000					0	787,794	0	57,207
18986	UTA	Histroic Utah Southern Rail Trail - Via UPRR, Leh	Trail Feasibility Study	TAP-MAG	300,000	300,000.00	0					279,690	0	0	20,310
18998	UTA	Provo to Payson High Capacity Tranist Analysis	Transit Study	STP-Small Urban MAG	250,000	0.00	250,000					233,075	0	0	16,925
19018	UTA	Central Corridor Transit Implementation Analys	Implementation Study	County-TransTax	1,000,000	0.00	1,000,000					932,300	0	67,700	0
19076	UTA	UTA On-board Technology System	Transit technology	CM/AQ-PM2.5	321,785	0.00	321,785					300,000	0	0	21,785
19098	UTA	UTA Utah Valley Bus Stop Improvements Phase	Bus stop improvements	CM/AQ-PM2.5	364,261	0.00	0	364,261				339,601	0	0	24,660
20349	UTA	Provo 900 E UVX Station	New BRT Station	CM/AQ	2,400,000	0.00	0			2,400,000		0	2,237,520	0	162,480
20349	UTA	Provo 900 E UVX Station	New BRT Station	CM/AQ-PM2.5	1,893,315	0.00	0			1,893,315		0	1,765,138	0	128,177
20350	UTA	UTA Park and Ride Lot EM/SS Area	New Park and Ride Lot	CM/AQ	2,900,000	0.00	0				2,900,000	0	2,703,670	0	196,330
20350	UTA	UTA Park and Ride Lot EM/SS Area	New Park and Ride Lot	CM/AQ-PM2.5	900,000	0.00	0				900,000	0	839,070	0	60,930
20350	UTA	UTA Park and Ride Lot EM/SS Area	New Park and Ride Lot	STP-Small Urban MAG	885,478	0.00	0				885,478	0	825,531	0	59,947
NEW	UTA	FrontRunner South Environmental	Enviromental Study	MAG-Exchange	2,000,000	0.00	2,000,000					1,864,600	0	0	135,400

From:	Hancock, David (Director Capital Development)
To:	Hancock, David (Director Capital Development)
Subject:	FW: FrontRunner South EIS
Date:	Thursday, March 2, 2023 11:23:15 AM
Attachments:	MAG TIP UTA Funding.xlsx

From: Shawn Eliot <seliot@mountainland.org>
Sent: Thursday, March 2, 2023 11:11 AM
To: Robertson, Janelle (Project Manager III) <jarobertson@rideuta.com>; Robert Allen <rallen@mountainland.org>
Subject: FrontRunner South EIS

This Message Is From an External Sender

This message came from outside your organization.

CAUTION: This email originated outside of UTA. Do not click links or open attachments unless you recognize the sender and know the contents are safe.

Janelle:
Attached is a copy of our TIP worksheet that shows the FrontRunner South EIS is currently funded at $2m with MAG exchange funds. As we work though the contract we can work out the details of getting you MAGs portion of the funding.

Thanks
Shawn

--
Shawn Eliot, MPA, AICP | Transportation Director
O: 801.229.3841 | C: 801.592.2006 | magutah.org
Our Address

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

March 2, 2023

Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Dear Board of Trustees:
Re: Utah Department of Transportation (UDOT) Support for South Valley Contract

I am writing this memo on behalf of UDOT, expressing support for UTA to execute a contract with AECOM for the advancement of the South Valley Project Environmental and Preliminary Design work.

The South Valley Project is the extension of the FrontRunner commuter rail line from the current Provo end of line station to Payson City. The project will also include stations in Springville, Spanish Fork, and Payson. UDOT is providing $5 million in state funds for UTA to conduct this work.

Please reach out to me if you have questions or concerns at brianja@utah.gov or 385-414-1092

Sincerely,

Brian Allen, P.E.
Transit Program Director
Utah Department of Transportation

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

- **Commercial Advertising Services**
- **Wash Station and Floor Soaps**

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:

- ***Commercial Advertising Services.*** This is a procurement for a revenue contract with a firm to provide Commercial Advertising Services. The selected vendor will be contracted to sell, produce, and install the third-party advertising on our buses and rail vehicles. This contract will be for a term of 5 years, plus three 1-year options. Per UTA policy this longer term has been approved by Bill Greene, our Chief Procurement Officer, as longer contract terms are customary in the advertising industry, and it is in the best interest of the Agency. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (SME-Steve Wright)

- ***Wash Station and Floor Soaps.*** This is a procurement to contract with a firm to provide UTA with the Wash Station Soaps and Floor Soaps necessary to maintain cleanliness of UTA's Bus and Rail vehicles and

maintenance shops. This contract will cover ten UTA maintenance and vehicle facilities from Ogden to Provo. Each facility will order the soap as needed and invoices will be charged to each facility's maintenance budget. This contract will be for a term of 5 years, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (SME- Jonathan Hayford)

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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

TITLE:

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

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter into a Special Event Agreement with The Church of Jesus Christ of Latter-Day Saints.

BACKGROUND:
The Church of Jesus Christ of Latter-Day Saints and Utah Transit Authority (UTA) are longstanding partners dedicated to providing transit solutions to and from Church events. Historically, the parties have partnered through a Special Event Agreement to provide transit access to Church events.

DISCUSSION:
The Church and UTA propose to enter into a special event contract. This partnership will allow tickets to specific events, as listed in the contract, to be valid fare on UTA services on the day of the event. Ski and Paratransit Service are not included. The value of this agreement is $136,000. With agreement of both parties, the Church of Jesus Christ of Latter-Day Saints may add additional events not listed in the contract at the following price schedule based on tickets sold as reported by the Church:

Tickets Sold	Price per Event
15,000+	$6,750
5,001-15,000	$4,500
< 5,000	$2,250

CONTRACT SUMMARY:

Contractor Name:	The Church of Jesus Christ of Latter-Day Saints
Contract Number:	23-F0335
Base Contract Effective Dates:	04/01/2023 - 12/31/2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$136,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue

FISCAL IMPACT:

Total revenue of $136,000 over 9 months.

ATTACHMENTS:

Contract

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SPECIAL EVENTS AGREEMENT
Tickets for Transit

This Special Events Agreement-Tickets for Transit ("Agreement") is entered into on April 1, 2023, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host Events in 2023 at The Conference Center of The Church of Jesus Christ of Latter-day Saints, and The Salt Lake Tabernacle ("Venues"), and

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

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a lump sum payment for an anticipated number of tickets.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION I: DEFINITIONS

1) The term **"Base Service"** means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.

2) The term **"Effective Date"** shall mean April 1, 2023, unless the parties agree otherwise above.

   The term "Special Event" shall mean an even sponsored by the Church of Jesus Christ of Latter-day Saints and held at either the Conference Center or the Salt Lake Tabernacle.

3) The term **"Sponsor"** means the entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1) Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program (the "Program"), whereby the Sponsor procures transit passes for ticket holders to its Special Event(s) (the "Tickets for Transit Pass").

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2) Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders ("Authorized Users") attending the Event(s) at the Venue.

3) Payment.

   a) Sponsor shall pay to UTA the base purchase price of $136,000 for the Special Events and 272,700 authorized users as listed in Exhibit A: "Events."

   b) On or before May 1, 2023 UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

4) Accountability. No later than one week after the completion of each event, Sponsor shall provide a report to UTA showing the actual number of tickets distributed. If more tickets were actually issued than the anticipated number depicted in Paragraph 3 above, Sponsor shall pay UTA the amount of $.50 for each additional ticket issued. If fewer tickets were actually issued than the anticipated number depicted in Paragraph 3 above, UTA will refund Sponsor the amount of $.50 for each ticket not issued. Payment will be made by the responsible party within 30 days after the Sponsor's report to UTA of the actual number of tickets distributed.

5) Additional Special Events. UTA, in its sole discretion, may accept tickets as fares to other Special Events that are
not identified in Exhibit B. The rate at which the additional events will be billed are identified in Exhibit C - "Additional Events". The Sponsor shall notify UTA as early as possible regarding other Special Events not identified in Exhibit A to obtain UTA concurrence.

   a) UTA will invoice the Sponsor for the amount owed as described in Exhibit C and sponsor shall pay the invoiced amount within thirty days (30) of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

6) Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through December 31, 2023.

7) Pass Recognized as Fare Payment. An Authorized User's event ticket shall also serve as a transit pass when: (1) printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City

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Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the Sponsor-issued email displaying the attendee's ticket, a Sponsor-issued ticket, electronic ticket, or a mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Sponsor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators, so they are aware of them prior to the event.

8) Use of the UTA Logo.

a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

b. If and when Sponsor chooses to use the UTA Logo, the UTA Logo shall be used in a professional manner.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to utilize Sponsor's services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

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9) Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.

10) Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

11) Waiver and Release. The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. Sponsor's in-kind purchasing of fares does not create an agency, representative, or special relationship with any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized User will not be deemed an agent, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User.

12) Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law from participation in this Agreement and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from such negligent or wrongful acts or omissions. Except as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

13) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Sponsor may terminate all or part of this agreement in the event of a pandemic (as specified by the World Health Organization) precludes performance of all or part of the Event and pay UTA a pro-rated amount of its payment only for the portions of the Event that occurred.

11. Nondiscrimination. Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

14. Dispute Resolution. In the event there is a dispute arising under this Agreement it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares Director and her equivalent in Sponsor's organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor's Headquarters' Facilities. If resolution is not achieved as the Executive Director/Managing Director level, either Party may bring the issue to litigation in a court of competent jurisdiction within Salt Lake County, Utah.

15. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

16. Governing Law. This Agreement will be governed by Utah law.

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

SPONSOR

DocuSigned by:
By: Charles N. Andersen Date: 2/7/2023
9897DE5A1F1F4C9...

Name: Charles N. Andersen

Title: Managing Director, Headquarters Facilities

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Name:
Title

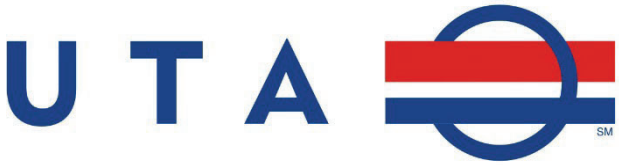
By: _____ Date: _____
Name:
Title:

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 2/7/2023
70E33A415BA44F6...
Michael Bell
Assistant Attorney General
Counsel for UTA

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Exhibit "A"
UTA Logo



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Exhibit "B"
Special Events

Event Name	**2023 Date(s)**	**Number of Events**	**Anticipated Authorized Ticket Holders**
General Conference	April 1st and 2nd	5	15,000 per session
Special YSA event	May 21	1	15,000 per event
22 Summer Pioneer Day Concert	July 21 and 22	2	15,000 per concert
General Conference	September 30th and October 1st	5	15,000 per session
Luz de Las Naciones	November 3rd and 4th	2	15,000 per concert
Tabernacle Choir Christmas Concert	December 14th-16th	3	15,000 per concert
Chorale Concert	March 17 and 18	2	2,100 per concert
Bells Concert 1	June 9th	1	2,100 per concert
Bells Concert 2	November 17-18	2	2,100 per concert
Savior of the World	November - December	24	800 per night
Total			**272,700**

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Exhibit "C"
Additional Special Events

Tickets Sold	Price per Event
15,001+	$6,750
5,001-15,000	$4,500
<5,000	$2,250

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Construction Kyle Stockley, Manager of Capital Vehicles Bill Fay, VP Sales, Gillig LLC

TITLE:

Gillig Supply Chain Discussion

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Information for discussion

BACKGROUND:
UTA has contracts with Gillig LLC to procure buses. Gillig and other vehicle producers have faced major inflation/market challenges in recent years. Representatives from Gillig would like to present on the realities of the current environment per request of the Executive Director.

DISCUSSION:
Gillig will be presenting on current market challenges the industry is facing. They have requested cost increases on two bus orders, which will be on the board agenda for consideration on 3/22/2023. This presentation is to provide the board with information prior to considering these cost increase requests.

ALTERNATIVES:
N/A

FISCAL IMPACT:
As stated above, current market challenges have led to cost increases for bus purchases.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Sheldon Shaw, Director, Safety & Security
PRESENTER(S):	Cody Steffensen, Video Security Technician

TITLE:

Video Security Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
Video Security is a vital program for UTA internal and external stakeholders. The Video Security Department is currently a two-man team which handles daily video requests averaging 360 requests per month. Videos are requested from more than 5,000 cameras on the UTA video system.

DISCUSSION:
Video Security staff will give an update on accomplishments made in 2022 and will discuss the projects and goals coming up in 2023, such as an overhaul of current bus, TRAX, and FrontRunner camera systems. Performing the overhaul projects will improve UTA's growing system of cameras that safeguard our fleet as well as enhance safety for patrons and employees.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/8/2023

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