

Regular Meeting of the
Board of Trustees of the Utah Transit Authority

Wednesday, July 31, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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|--|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of July 17, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report | Steve Meyer |
| 7. Financial Report – June 2019 | Bob Biles |
| 8. R2019-07-03 Resolution Adopting Board Policy 4.1 – Fares | Chair Carlton Christensen |
| 9. R2019-07-04 Resolution Approving the Midvalley Connector Bus Rapid Transit Project Locally Preferred Alternative | Chair Carlton Christensen |
| 10. R2019-07-05 Resolution Approving a Second Amendment of the Authority’s 2019 Budget (Capital Projects) | Chair Carlton Christensen |
| 11. R2019-07-06 Resolution Approving a Third Amendment of the Authority’s 2019 Budget (Operations Reallocation) | Chair Carlton Christensen |
| 12. R2019-07-07 Resolution Revising the Authority’s GRAMA Fee Schedule | Chair Carlton Christensen |
| 13. R2019-07-08 Resolution Approving the August 2019 Change Day Title VI Equity Analysis | Andrew Gray |

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| 14. | R2019-07-09 Resolution Authorizing Establishment of an Employer-Paid Defined Contribution 401a Retirement Plan | Kim Ulibarri |
| 15. | R2019-07-10 Resolution Approving the Execution of an Interlocal Agreement with the Utah Department of Transportation for Transfer of Tax Revenues to UTA | Matt Sibul |
| 16. | R2019-07-11 Resolution Authorizing Execution of Lease-Purchase Agreements for Transit Vehicles | Bob Biles |
| 17. | Contracts, Disbursements and Grants | |
| | a. Contract: Ogden-Weber BRT Design (Jacobs Engineering) | Mary DeLoretto |
| | b. Change Order: TIGER Phase 2 Amendment 9 - Green Bike Expansion (Granite) | Mary DeLoretto |
| | c. Revenue Contract: Educational Pass Agreement (Weber State University) | Monica Morton |
| | d. Disbursement: Light Rail Parts Inventory (Siemens) | Bob Biles |
| | e. Grant: Federal Transit Administration FY2019 Integrated Mobility Innovation (IMI) Development Grant | Steve Meyer |
| 18. | Discussion Items | |
| | a. 2020 Budget Transit Financial Plan, Budget Assumptions and Targets
<i>The board may make motions regarding their decisions on the Transit Financial Plan, budget assumptions or targets</i> | Bob Biles |
| | b. UTA Open Data Portal | Jonathan Yip |
| | c. GREENbike Program | Ben Bolte (GREENbike Founder & Director),
Mary DeLoretto |
| 19. | Other Business | Chair Carlton Christensen |
| | a. Next meeting: August 7, 2019 at 9:00 a.m. | |
| 20. | Closed Session | Chair Carlton Christensen |
| | a. Strategy session to Discuss Collective Bargaining | |
| 21. | Adjourn | Chair Carlton Christensen |

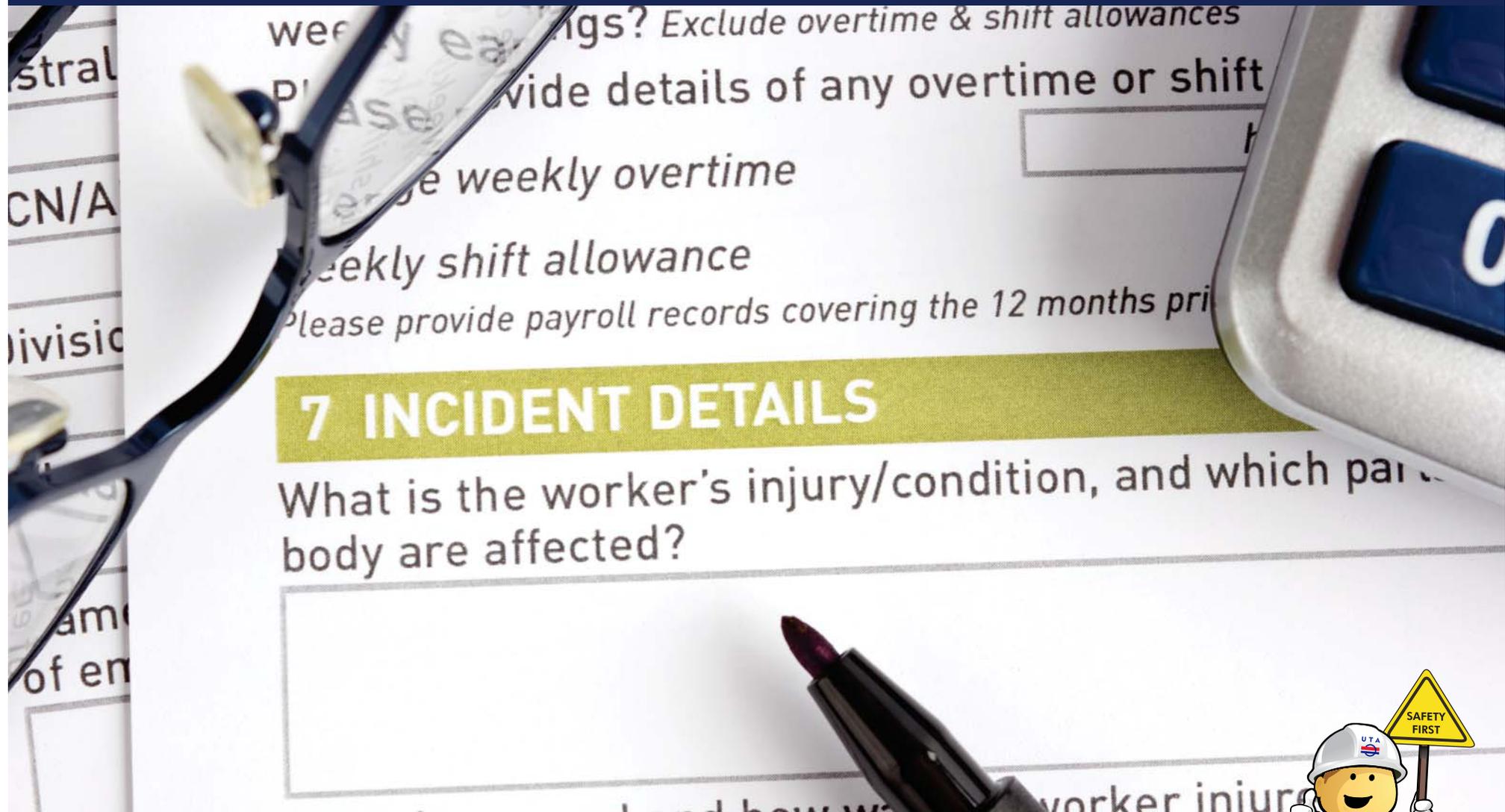
Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com.

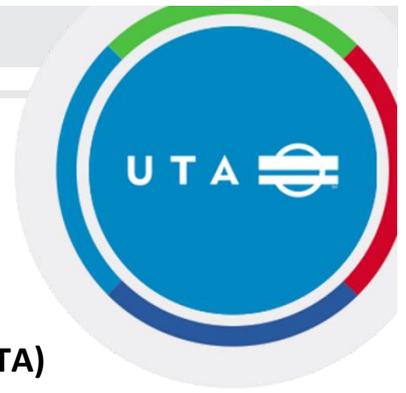
Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

**The Close Call reported today,
is the accident that does not happen tomorrow.**





**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
July 17, 2019**

Board Members Present:

Carlton Christensen, Chair

Beth Holbrook

Kent Millington

Also attending were members of UTA staff, as well as interested citizens and members of the media.

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Acting Manager of Safety & Security, for a brief safety message.

Public Comment Period. No public comment was given.

Approval of July 10, 2019 Board Meeting Minutes. A motion to approve the July 10, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report. Steve Meyer, UTA Interim Executive Director, was joined by Jeff LaMora, UTA Light Rail General Manager. Mr. LaMora spoke about UTA's performance in the American Public Transportation Association International Rail Rodeo and said the agency placed first in mechanical measuring, first in the operating course, first in the overall operator competition, and sixth in the overall team competition.

Mr. Meyer then spoke about UTA's announcement that it will be using Transit as its official trip planning app. Discussion ensued. A question on the ability to purchase fares within the app was posed by the board and answered by Mr. Meyer.

Quarterly Investment Report. Bob Biles, UTA Chief Financial Officer, summarized the quarterly activity associated with the agency's investment portfolio. Discussion ensued. A question on the liquidity of the Zions Bank portion was posed by the board and answered by Mr. Biles.

R2019-07-01 Resolution Authorizing Execution of Addendum 2 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2019-20 Frequent Transit Network Routes. Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, was joined by Laura Hanson, UTA Director of Planning. Ms. Bourdeaux mentioned approval of Addendum 2 by the Salt Lake City Council on July 16. Ms. Hanson then spoke about key considerations in the agreement, progress on the agreement to date, cost calculators, 2019 service increases, unfunded future service increases, and the overall Salt Lake City Transit Master Plan.

Discussion ensued. Questions on service to East High School, the possibility of service-related conversations with the Salt Lake City School District, and the number of additional operators and buses needed to implement the Salt Lake City service were posed by the board and answered by staff.

A motion to approve R2019-07-01 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2017-07-02 Resolution Authorizing Execution of a Memorandum of Understanding with the University of Utah and Delegating Authority to the Executive Director for Construction of the Union Building Bus Bays Project. Mr. Meyer explained the University of Utah's desire to relocate the existing campus transit hub to the Union Building. He said the work will be performed as a task order to a three-year on-call maintenance contract with Stacy and Witbeck. The total project costs are \$399,400 and are anticipated to be covered by a grant from the Federal Transit Administration (\$372,360) and funds from Salt Lake City (\$27,040). Mr. Meyer noted that delegation of authority to the executive director is necessary to meet a tight deadline required by the university, which is requesting the project be complete by the start of fall semester on August 19.

A motion to approve R2019-07-02 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Contracts, Disbursements, and Grants.

Contract: Point of the Mountain Transit Project (Parametrix). Michael DeMers, UTA Chief Service Development Officer, was joined by Patti Garver, UTA Program Manager – Environmental, Grants, and Project Controls. Mr. DeMers provided background on the project, which is for completion of an alternatives analysis study to evaluate potential alignment for rapid transit connections between Sandy and Lehi. The contract total is \$800,000. The contract is phased into six tasks. Funding has been secured for tasks 1-4 (\$550,000); however, funding for tasks 5-6 (\$250,000) has yet to be identified.

Discussion ensued. Questions on length of time for the study, public process associated with the study, scope of tasks 5-6, and ties to other studies related to development at the Point of the Mountain were posed by the board and answered by staff.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Pre-Procurement: Lawncare and Landscaping Services for Multiple Locations. Mr. Meyer was joined by Kevin Anderson, UTA Facilities Maintenance Manager. Mr. Meyer described the procurement, which is for providing lawncare and landscaping services at various UTA properties. Discussion ensued. Questions on current practices, the term of the contract, and locations included in the contract were posed by the board and answered by staff. Chair Christensen suggested considering contracting all lawncare and landscaping services in the future.

Pre-Procurement: New Roof Membrane on OK Manufacturing Building. Mr. Meyer was joined by Mr. Anderson. Mr. Meyer indicated the procurement is for replacement of the roof membrane on the OK Manufacturing building, which is owned by UTA. Discussion ensued. A question on the potential to add on to the building was posed by the board and answered by staff.

Discussion Items.

2019 Budget Amendment 2 – Capital Budget. Mr. Biles summarized the budget amendment, which includes projects funded by Salt Lake County 4th quarter sales tax revenue and the purchase of e-voucher software for mobility management. Discussion ensued. A question on e-vouchers was posed by the board and answered by Mr. Biles.

2019 Budget Amendment 3 – Operating Budget. Mr. Biles outlined the budget amendment, which includes a transfer of three headcounts from planning to customer

experience; incorporation of Salt Lake County 4th quarter tax revenues; allocations for Salt Lake City purchased service; and adjustments to parts for freight costs. Discussion ensued. A question on managing freight costs was posed by the board and answered by Mr. Biles.

UTA Transit Financial Plan (TFP). Mr. Meyer was joined by Mr. Biles. Mr. Meyer explained that the TFP is a financial planning tool that projects future costs based on what is currently defined. Mr. Biles spoke about the purpose of the TFP and how it is used to make adjustments to UTA's budgets. He then summarized TFP projections and key assumptions based on data from the 2019 UTA Budget Book. Discussion ensued. Questions on whether the use of a TFP is industry-wide, clarification of what is and is not included in the TFP, frequency of updates to the TFP, passenger revenue declines, preventative maintenance declines, and factoring for employee turnover and potential recessions were posed by the board and answered by staff.

Chair Christensen called for a brief recess at 10:27 a.m.

The meeting resumed at 10:38 a.m.

Service Choices Report Presentation. Ms. Bourdeaux was joined by Ms. Hanson; Alex Beim, UTA Strategic Planner III; and Jarrett Walker with Jarrett Walker & Associates. Ms. Bourdeaux and Ms. Hanson provided an overview of the service choices initiative. Mr. Walker then delivered an extensive presentation addressing key questions relative to the discussion; benefits of transit frequency to increased ridership; density, walkability, linearity, and proximity impacts on ridership; impacts of coverage on ridership; ridership vs. coverage goals in theoretical terms; community coverage priorities; and comparisons to other agencies. Mr. Walker outlined nine questions on service choices priorities and requested the board provide answers to them by the end of July.

Discussion ensued. Questions on coverage vs. span of service, comparisons of northern and southern service, metrics on boardings, impacts of higher ridership on revenue, and response to adjustments in other cities (including public inclination for tax increases) were posed by the board and answered by staff and Mr. Walker. Chair Christensen expressed discomfort with the dichotomy of either ridership or coverage solutions and said effective solutions would likely be more complex.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, July 31, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 12:02 p.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/546969.html> for entire content.

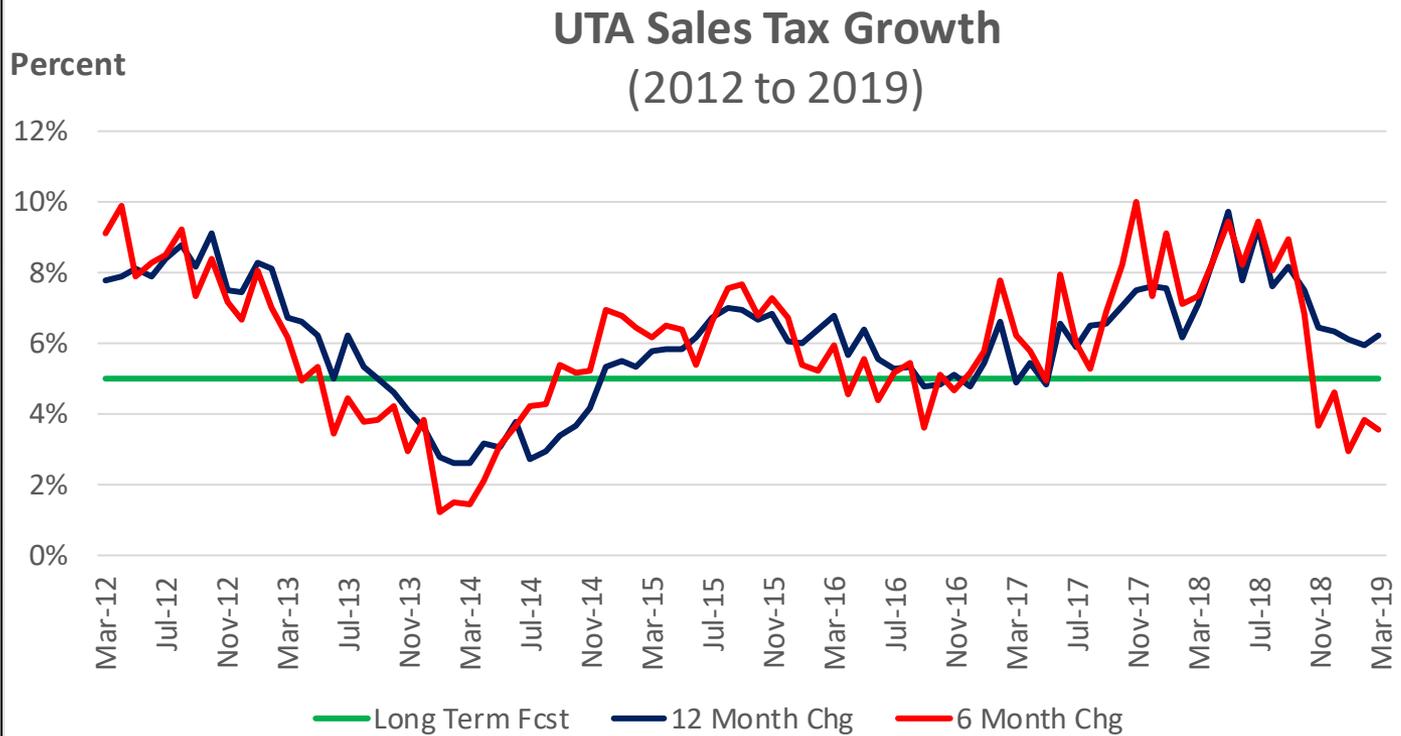
This document along with the digital recording constitute the official minutes of this meeting.

UNAPPROVED

UTA Board Dashboard

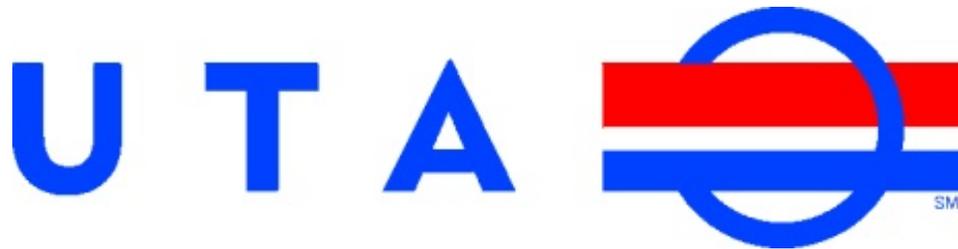
June 2019

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	June Actual	June Budget		%	YTD Actual	YTD Budget		%
Sales Tax (April '19 mm \$)	\$ 21.6	\$ 21.8	\$ (0.21)	-1.0%	\$ 90.3	\$ 91.2	\$ (0.93)	-1.0%
Fare Revenue (mm)	\$ 4.3	\$ 4.4	\$ (0.17)	-3.9%	\$ 26.5	\$ 26.7	\$ (0.20)	-0.7%
Operating Exp (mm)	\$ 20.7	\$ 23.6	\$ 2.90	12.3%	\$ 138.0	\$ 145.4	\$ 7.38	5.1%
Subsidy Per Rider (SPR)	\$ 5.14	\$ 5.40	\$ 0.26	4.8%	\$ 5.16	\$ 5.40	\$ 0.24	4.4%
UTA Diesel Price (\$/gal)	\$ 1.86	\$ 2.50	\$ 0.64	25.7%	\$ 2.03	\$ 2.50	\$ 0.47	18.7%
Operating Metrics	June Actual	Jun-18	F/ (UF)	%	YTD Actual	YTD 2018	F/ (UF)	%
Ridership (mm)	3.20	3.49	(0.3)	-8.4%	21.59	21.64	(0.1)	-0.2%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.80					



Utah Transit Authority
Financial Statement
(Unaudited)

June 30, 2019



KEY ITEM REPORT
(UNAUDITED)
As of June 30, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 140,988,046	\$ 142,589,155	\$ (1,601,109)	-1%
2 Passenger Revenue	26,507,127	26,703,959	(196,832)	-1%
3 Other Revenue	42,847,330	40,382,502	2,464,828	6%
4 Total Revenue	210,342,503	209,675,616	666,887	0%
5 Net Operating Expenses	(138,016,933)	(145,396,405)	7,379,472	5%
Net Operating Income (Loss)	72,325,570	64,279,211	8,046,359	13%
6 Debt Service	68,599,937	67,978,504	(621,433)	-1%
7 Other Non-Operating Expenses	2,173,563	3,017,490	843,927	28%
8 Sale of Assets	(912,493)	-	912,493	
9 Contribution to Capital Reserves	\$ 2,464,563	\$ (6,716,784)	\$ 9,181,347	
10 Bond Debt Service - Series 2016 UT COUNTY	1,010,455			
11 Amortization	(3,216,943)			
12 Depreciation	69,598,268			
13 Total Non-cash Items	\$ 67,391,780			

GOALS

RIDERSHIP

2018 Actual	June 2019	June 2018	Difference	2019 YTD	2018 YTD	Difference
14 44,200,955	3,195,439	3,488,424	-292,985	21,592,643	21,643,620	-50,976

OPERATING SUBSIDY PER RIDER -

	SPR
16 Net Operating Expense	\$ 138,016,933
17 Less: Passenger Revenue	(26,507,127)
18 Subtotal	111,509,806
19 Divided by: Ridership	÷ 21,592,643
20 Subsidy per Rider	<u>\$ 5.16</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2019

EXHIBIT 1-2

BALANCE SHEET

	6/30/2019	6/30/2018
CURRENT ASSETS		
1 Cash	\$ 13,808,305	\$ 7,185,846
2 Investments (Unrestricted)	90,292,799	83,345,163
3 Investments (Restricted)	85,440,706	132,238,186
4 Receivables	57,039,236	55,461,885
5 Receivables - Federal Grants	32,049,490	32,194,211
6 Inventories	35,924,718	35,761,033
7 Prepaid Expenses	1,862,636	598,752
8 TOTAL CURRENT ASSETS	\$ 316,417,890	\$ 346,785,076
9 Property, Plant & Equipment (Net)	3,037,881,624	3,033,010,287
10 Other Assets	147,627,187	144,858,822
11 TOTAL ASSETS	\$ 3,501,926,701	\$ 3,524,654,185
12 Current Liabilities	31,926,446	30,304,347
13 Other Liabilities	233,704,249	250,165,045
14 Net Pension Liability	131,548,114	100,876,554
15 Outstanding Debt	2,187,438,400	2,198,883,226
16 Equity	917,309,492	944,425,013
17 TOTAL LIABILITIES & EQUITY	\$ 3,501,926,701	\$ 3,524,654,185

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	29,835,984	37,016,992
19 2018 Bond Proceeds	38,839,239	60,214,901
20 Debt Service Interest Payable	1,650,908	585,035
21 Risk Contingency	-	7,614,188
22 Box Elder County ROW (sales tax)	7,317,320	6,593,331
23 Mountain Accord	-	149,705
24 Joint Insurance Trust	4,798,204	4,026,651
25 UT County Bond Proceeds	-	6,705,283
26 Davis County Escrow	1,213,081	
27 SL County Escrow (Streetcar Double Track)	1,059	
28 Amounts held in escrow	1,784,911	9,332,100
29 TOTAL RESTRICTED RESERVES	\$ 85,440,706	\$ 132,238,186
DESIGNATED GENERAL AND CAPITAL RESERVES		
30 General Reserves	\$ 24,872,548	
31 Service Sustainability Reserves	9,166,000	\$ 13,916,046
32 Fuel Reserve		1,915,000
33 Parts Reserve		3,000,000
34 Operating Reserve		25,976,619
35 Capital Reserve	10,700,000	
36 Debt Reduction Reserve	59,362,556	32,541,912
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 104,101,104	\$ 77,349,577
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 189,541,810	\$ 209,587,763

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of June 30, 2019

REVENUE & EXPENSES

	ACTUAL Jun-19	ACTUAL Jun-18	YTD 2019	YTD 2018
REVENUE				
1 Passenger Revenue	\$ 4,272,095	\$ 4,394,717	\$ 26,507,127	\$ 25,987,410
2 Advertising Revenue	204,167	200,000	1,225,000	1,200,000
3 Investment Revenue	522,865	412,670	3,088,273	2,244,465
4 Sales Tax	28,039,268	26,464,264	140,988,046	134,406,771
5 Other Revenue	1,093,008	171,325	6,293,063	1,242,491
6 Fed Operations/Preventative Maint.	7,091,871	4,633,066	32,240,994	30,510,813
7 TOTAL REVENUE	\$ 41,223,274	\$ 36,276,042	\$ 210,342,503	\$ 195,591,950
OPERATING EXPENSE				
8 Bus Service	\$ 7,424,382	\$ 8,007,740	\$ 49,455,069	\$ 46,451,291
9 Commuter Rail	1,769,283	1,844,598	11,634,990	11,593,411
10 Light Rail	2,359,080	2,663,150	18,344,337	17,656,742
11 Maintenance of Way	1,443,954	1,407,499	8,576,447	7,971,529
12 Paratransit Service	1,847,265	1,719,634	10,884,311	10,228,417
13 RideShare/Van Pool Services	243,851	198,282	1,458,016	1,226,993
14 Operations Support	3,437,888	3,516,474	23,282,154	22,270,656
15 Administration	2,171,696	2,534,561	14,381,609	14,496,819
16 TOTAL OPERATING EXPENSE	\$ 20,697,399	\$ 21,891,938	\$ 138,016,933	\$ 131,895,858
17 NET OPERATING INCOME (LOSS)	\$ 20,525,875	\$ 14,384,104	\$ 72,325,570	\$ 63,696,092
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 327,781	\$ 342,724	\$ 2,173,563	\$ 2,136,064
19 Bond Principal	2,964,655	1,716,111	16,860,003	18,498,332
20 Bond Interest	7,926,271	8,222,458	47,747,457	47,256,446
21 Bond Cost of Issuance/Fees	-	(29,562)	36,700	1,042,522
22 Lease Cost	637,613	514,895	3,955,777	3,355,798
23 Sale of Assets	(7,825)	7,846	(912,493)	(4,039,351)
24 TOTAL NON-OPERATING EXPENSE	\$ 11,848,495	\$ 10,774,472	\$ 69,861,007	\$ 68,249,811
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 8,677,380	\$ 3,609,632	\$ 2,464,563	\$ (4,553,719)
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB		\$ 53,816		\$ 230,518
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 169,339		\$ 1,010,455	
28 Bond Premium/Discount Amortization	(1,285,887)	(1,161,136)	(7,715,322)	(6,434,237)
29 Bond Refunding Cost Amortization	682,154	683,649	4,092,922	4,101,895
30 Future Revenue Cost Amortization	67,576	67,576	405,457	405,457
31 Depreciation	11,824,944	12,930,000	69,598,268	72,147,964
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,458,126	\$ 12,573,905	\$ 67,391,780	\$ 70,451,597

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jun-19	Jun-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,272,095	\$ 4,445,009	\$ (172,914)	-4%
2 Advertising Revenue	204,167	204,167	-	0%
3 Investment Revenue	522,865	715,167	(192,302)	-27%
4 Sales Tax	28,039,268	28,253,989	(214,721)	-1%
5 Other Revenue	1,093,008	295,417	797,591	270%
6 Fed Operations/Preventative Maint.	7,091,871	5,515,667	1,576,204	29%
7 TOTAL REVENUE	\$ 41,223,274	\$ 39,429,415	\$ 1,793,859	5%
OPERATING EXPENSE				
8 Bus Service	\$ 7,424,382	\$ 8,266,424	\$ 842,042	10%
9 Commuter Rail	1,769,283	2,008,673	239,390	12%
10 Light Rail	2,359,080	2,957,341	598,261	20%
11 Maintenance of Way	1,443,954	1,489,571	45,617	3%
12 Paratransit Service	1,847,265	1,903,825	56,560	3%
13 RideShare/Van Pool Services	243,851	268,420	24,569	9%
14 Operations Support	3,437,888	3,992,433	554,545	14%
15 Administration	2,171,696	2,709,357	537,661	20%
16 TOTAL OPERATING EXPENSE	\$ 20,697,399	\$ 23,596,044	\$ 2,898,645	12%
17 NET OPERATING INCOME (LOSS)	\$ 20,525,875	\$ 15,833,371	\$ 4,692,504	30%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 327,781	\$ 502,915	\$ 175,134	35%
19 Bond Principal	2,964,655	2,964,655	-	0%
20 Bond Interest	7,926,271	7,926,271	-	0%
21 Bond Cost of Issuance/Fees	-	-	-	
22 Lease Cost	637,613	660,147	22,534	3%
23 Sale of Assets	(7,825)	-	7,825	
24 TOTAL NON-OPERATING EXPENSE	\$ 11,848,495	\$ 12,053,988	\$ 205,493	2%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 8,677,380	\$ 3,779,383	\$ 4,897,997	-130%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	169,339			
28 Bond Premium/Discount Amortization	(1,285,887)			
29 Bond Refunding Cost Amortization	682,154			
30 Future Revenue Cost Amortization	67,576			
31 Depreciation	11,824,944			
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,458,126			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of June 30, 2019

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jun-19	Jun-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 26,507,127	\$ 26,703,959	\$ (196,832)	-1%
2 Advertising Revenue	1,225,000	1,225,002	(2)	0%
3 Investment Revenue	3,088,273	4,291,000	(1,202,727)	-28%
4 Sales Tax	140,988,046	142,589,155	(1,601,109)	-1%
5 Other Revenue	6,293,063	1,772,500	4,520,563	255%
6 Fed Operations/Preventative Maint.	32,240,994	33,094,000	(853,006)	-3%
7 TOTAL REVENUE	\$ 210,342,503	\$ 209,675,616	\$ 666,887	0%
OPERATING EXPENSE				
8 Bus Service	\$ 49,455,069	\$ 51,149,448	\$ 1,694,379	3%
9 Commuter Rail	11,634,990	12,173,725	538,735	4%
10 Light Rail	18,344,337	18,311,156	(33,181)	0%
11 Maintenance of Way	8,576,447	8,952,892	376,445	4%
12 Paratransit Service	10,884,311	11,422,782	538,471	5%
13 RideShare/Van Pool Services	1,458,016	1,610,520	152,504	9%
14 Operations Support	23,282,154	24,004,692	722,538	3%
15 Administration	14,381,609	17,771,190	3,389,581	19%
16 TOTAL OPERATING EXPENSE	\$ 138,016,933	\$ 145,396,405	\$ 7,379,472	5%
17 NET OPERATING INCOME (LOSS)	\$ 72,325,570	\$ 64,279,211	\$ 8,046,359	13%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,173,563	\$ 3,017,490	\$ 843,927	28%
19 Bond Principal	16,860,003	16,219,996	(640,007)	-4%
20 Bond Interest	47,747,457	47,747,457	0	0%
21 Bond Cost of Issuance/Fees	36,700	29,700	(7,000)	-24%
22 Lease Cost	3,955,777	3,981,351	25,574	1%
23 Sale of Assets	(912,493)	-	912,493	
24 TOTAL NON-OPERATING EXPENSE	\$ 69,861,007	\$ 70,995,994	\$ 1,134,987	2%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 2,464,563	\$ (6,716,784)	\$ 9,181,347	137%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 1,010,455			
28 Bond Premium/Discount Amortization	(7,715,322)			
29 Bond Refunding Cost Amortization	4,092,922			
30 Future Revenue Cost Amortization	405,457			
31 Depreciation	69,598,268			
32 NET OTHER EXPENSES (NON-CASH)	\$ 67,391,780			

CAPITAL PROJECTS
(UNAUDITED)
As of June 30, 2019

EXHIBIT 1-6

	2019 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 522,718	\$ 5,872,734	8.9%
2 INFORMATION TECHNOLOGY	662,088	8,533,718	7.8%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	549,545	2,863,935	19.2%
4 CAPITAL PROJECTS	11,161,460	90,517,360	12.3%
5 PROVO OREM BRT	1,498,360	10,591,896	14.1%
6 AIRPORT STATION RELOCATION	207,672	2,650,000	7.8%
7 STATE OF GOOD REPAIR	12,875,678	29,873,856	43.1%
8 TIGER	860,896	14,106,723	6.1%
9 TOTAL	<u>\$ 28,338,416</u>	<u>\$ 165,010,222</u>	17.2%
REVENUES			
10 GRANT	\$ 6,921,281	\$ 62,398,278	11.1%
11 STATE CONTRIBUTION	677,788	5,065,699	13.4%
12 LEASES (PAID TO DATE)	299,590	11,103,282	2.7%
13 BONDS	9,255,465	25,077,792	36.9%
14 LOCAL PARTNERS	2,092,442	17,013,733	12.3%
15 UTA FUNDING	9,091,849	44,351,438	20.5%
16 TOTAL	<u>\$ 28,338,416</u>	<u>\$ 165,010,222</u>	17.2%

As of June 30, 2019

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-19	Jun-18	2019	2018
UTA				
Fully Allocated Costs	20,697,398	21,891,938	138,016,932	131,895,858
Passenger Farebox Revenue	4,272,225	4,394,944	26,507,127	25,987,638
Passengers	3,195,439	3,488,424	21,592,643	21,643,620
Farebox Recovery Ratio	20.6%	20.1%	19.2%	19.7%
Actual Subsidy per Rider	\$5.14	\$5.02	\$5.16	\$4.89
BUS SERVICE				
Fully Allocated Costs	9,877,849	10,645,914	65,929,927	62,461,249
Passenger Farebox Revenue	1,668,345	1,601,594	11,069,110	10,225,127
Passengers	1,459,388	1,462,566	9,989,059	9,343,209
Farebox Recovery Ratio	16.9%	15.0%	16.8%	16.4%
Actual Subsidy per Rider	\$5.63	\$6.18	\$5.49	\$5.59
LIGHT RAIL SERVICE				
Fully Allocated Costs	5,437,427	5,862,563	38,181,448	36,662,037
Passenger Farebox Revenue	1,561,541	1,596,809	8,583,278	9,178,975
Passengers	1,190,437	1,439,486	8,097,390	8,830,820
Farebox Recovery Ratio	28.7%	27.2%	22.5%	25.0%
Actual Subsidy per Rider	\$3.26	\$2.96	\$3.66	\$3.11
COMMUTER RAIL SERVICE				
Fully Allocated Costs	2,964,987	3,089,805	19,374,468	19,065,724
Passenger Farebox Revenue	473,991	534,927	2,722,241	2,938,596
Passengers	389,313	413,566	2,520,023	2,426,542
Farebox Recovery Ratio	16.0%	17.3%	14.1%	15.4%
Actual Subsidy per Rider	\$6.40	\$6.18	\$6.61	\$6.65
PARATRANSIT				
Fully Allocated Costs	1,990,658	1,883,765	11,906,181	11,296,351
Passenger Farebox Revenue	327,396	348,431	2,191,195	1,710,348
Passengers	63,233	67,365	418,055	423,036
Farebox Recovery Ratio	16.4%	18.5%	18.4%	15.1%
Actual Subsidy per Rider	\$26.30	\$22.79	\$23.24	\$22.66
RIDESHARE				
Fully Allocated Costs	426,477	409,890	2,624,908	2,410,498
Passenger Farebox Revenue	240,952	313,183	1,941,302	1,934,592
Passengers	93,068	105,441	568,117	620,012
Farebox Recovery Ratio	56.5%	76.4%	74.0%	80.3%
Actual Subsidy per Rider	\$1.99	\$0.92	\$1.20	\$0.77

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-19	Jun-18	2019	2018
FULLY ALLOCATED COSTS				
Bus Service	\$9,877,849	\$10,645,914	\$65,929,927	\$62,461,249
Light Rail Service	\$5,437,427	\$5,862,563	\$38,181,448	\$36,662,037
Commuter Rail Service	\$2,964,987	\$3,089,805	\$19,374,468	\$19,065,724
Paratransit	\$1,990,658	\$1,883,765	\$11,906,181	\$11,296,351
Rideshare	\$426,477	\$409,890	\$2,624,908	\$2,410,498
UTA	\$20,697,398	\$21,891,938	\$138,016,932	\$131,895,858
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,668,345	\$1,601,594	\$11,069,110	\$10,225,127
Light Rail Service	\$1,561,541	\$1,596,809	\$8,583,278	\$9,178,975
Commuter Rail Service	\$473,991	\$534,927	\$2,722,241	\$2,938,596
Paratransit	\$327,396	\$348,431	\$2,191,195	\$1,710,348
Rideshare	\$240,952	\$313,183	\$1,941,302	\$1,934,592
UTA	\$4,272,225	\$4,394,944	\$26,507,127	\$25,987,638
PASSENGERS				
Bus Service	1,459,388	1,462,566	9,989,059	9,343,209
Light Rail Service	1,190,437	1,439,486	8,097,390	8,830,820
Commuter Rail Service	389,313	413,566	2,520,023	2,426,542
Paratransit	63,233	67,365	418,055	423,036
Rideshare	93,068	105,441	568,117	620,012
UTA	3,195,439	3,488,424	21,592,643	21,643,620
FAREBOX RECOVERY RATIO				
Bus Service	16.9%	15.0%	16.8%	16.4%
Light Rail Service	28.7%	27.2%	22.5%	25.0%
Commuter Rail Service	16.0%	17.3%	14.1%	15.4%
Paratransit	16.4%	18.5%	18.4%	15.1%
Rideshare	56.5%	76.4%	74.0%	80.3%
UTA	20.6%	20.1%	19.2%	19.7%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$5.63	\$6.18	\$5.49	\$5.59
Light Rail Service	\$3.26	\$2.96	\$3.66	\$3.11
Commuter Rail Service	\$6.40	\$6.18	\$6.61	\$6.65
Paratransit	\$26.30	\$22.79	\$23.24	\$22.66
Rideshare	\$1.99	\$0.92	\$1.20	\$0.77
UTA	\$5.14	\$5.02	\$5.16	\$4.89

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of June 30, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 32,049,490	\$ 32,049,490	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	51,388,997	51,388,997	-	-	-	-
3 Warranty Recovery	943,302	943,302	-	-	-	-
4 Product Sales and Development	404,040	364,534	5,186	30,300	1,025	2,995
5 Pass Sales	578,297	331,198	86,278	74,563	27,221	59,037
6 Property Management	123,935	45,194	31,672	17,225	-	29,844
7 Vanpool/Rideshare	53,975	31,133	4,516	5,201	13,087	38
8 Capital Development Agreements	1,317,119	394,414	-	-	-	922,705
9 Mobility Management	6,700	-	-	-	-	6,700
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	2,211,621	2,211,621	-	-	-	-
12 Total	\$ 89,088,726	\$ 87,771,133	\$ 127,652	\$ 127,289	\$ 41,333	\$ 1,021,319

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	90.2%	1.3%	7.5%	0.3%	0.7%	
17 Pass Sales	57.3%	14.9%	12.9%	4.7%	10.2%	
18 Property Management	36.5%	25.6%	13.9%	0.0%	24.1%	
19 Vanpool/Rideshare	57.7%	8.4%	9.6%	24.2%	0.1%	
20 Capital Development Agreements	29.9%	0.0%	0.0%	0.0%	70.1%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	98.5%	0.1%	0.1%	0.0%	1.1%	

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JUNE 1, 2019 THROUGH JUNE 30, 2019
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
ITEM#8d		SIEMENS MOBILITY, INC.	345674	6/5/2019	\$ 246,346.12
15-1383TB	DIESEL AND UNLEADED FUEL		346048	6/6/2019	210,160.60
		LEMUS-GARCIA RELEASE - SETTLEMENT	58064	6/6/2019	205,000.00
14-1063JH	TIMP FACILITY EXPANSION	BIG D CONSTRUCTION	346109	6/13/2019	688,195.02
15-1251TP	PROVO-OREM BRT	KIEWIT/CLYDE	346139	6/13/2019	2,310,000.00
15-1383TB	DIESEL AND UNLEADED FUEL	KELLERSTRASS OIL	881347	6/13/2019	301,621.78
R2018-05-09		ROCKY MOUNTAIN POWER	346341	6/20/2019	426,156.65
18-2931TP	DESIGN DEPOT DISTRICT	STANTEC ARCHITECTURE INC.	346346	6/20/2019	313,564.52
15-1383TB	DIESEL AND UNLEADED FUEL	KELLERSTRASS OIL	881404	6/21/2019	225,233.98
15-1383TB	DIESEL AND UNLEADED FUEL	KELLERSTRASS OIL	881450	6/27/2019	238,109.44
14-1109TH	ADA PARATRANSIT AND ROUTE DEVIATION	MV PUBLIC TRANSPORTATION	881459	6/27/2019	214,000.68

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING BOARD POLICY 4.1 - FARES
AND RESCINDING PREVIOUS BOARD POLICIES**

No. R2019-07-03

July 31, 2019

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;

WHEREAS, the Board of Trustees adopts policies to provide leadership and governance to the Authority;

WHEREAS, on July 17, 2019, the Local Advisory Council reviewed Board of Trustee Policy 4.1 – Fares attached as Exhibit A; and

WHEREAS, the Board of Trustees desires to adopt Board of Trustee Policy 4.1 – Fares attached as Exhibit A and rescind previous Board policies regarding fares.

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

1. That the Board of Trustee Policy 4.1 – Fares, attached as Exhibit A, is hereby adopted.

2. That the following Board of Trustee Policies are hereby rescinded: Executive Limitations Policy No. 2.1.2 – Fare Discounts, Executive Limitations Policy No. 2.4.2 – Review of Rates and Charges for Service, and Executive Limitations Policy No. 2.1.7 – Pilot Programs and Innovative Services.
3. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



Fares

Board of Trustees Policy No. 4.1

Application: Board of Trustees

I. Purpose: The purpose of this policy is to establish and maintain an effective fare system for the Authority.

II. Definitions:

“Charter Service” is transportation provided by the Authority at the request of a third party for the exclusive use of a bus or van for a negotiated price.

“Complimentary Passes” are free passes granting access to the Authority’s transportation services.

“Complimentary Service” is free transportation service provided by the Authority for which no fares or operation costs are collected.

“Sponsored Fare” means transportation fares paid for in part or in full by a third party for service that is not Charter Service.

“Sponsored Service” means transportation service paid in part or in full by a third party for service that is not Charter Service.

III. Policy:

A. The Board of Trustees will evaluate and establish the Authority’s base fare rates in compliance with federal and state requirements.

B. The Executive Director will present the following to the Board of Trustees for approval:

1. Special fare rates including pilot programs, promotions, bulk fare purchases, period pass fare products, specially priced programs and products, and pre-paid fare products
2. Discounts to base fare rates
3. Market segments or groups that are exempt from fare payment
4. Adoption of new fare media and modifications to existing fare media
5. Requests for Charter Service
6. Requests for Sponsored Fare
7. Requests for Sponsored Service
8. Requests for Complimentary Service

C. The Executive Director will provide notice to the Board of Trustees of the following:

1. The status of Education Pass negotiations with public colleges and universities

2. The status of negotiations for bulk pass purchases over \$200,000
3. Requests for complimentary passes that exceed \$5,000
4. Fare suspensions or reductions resulting from a declared emergency

D. The Board of Trustees may delegate approval authority under this Policy to a designee.

IV. Cross References: 49 U.S. Code §5307; 42 U.S. Code §12101 et seq.; 49 CFR Part 604; 49 U.S. Code §5323(d); FTA Circular 4703.1; Americans with Disabilities Act; Public Transit District Act; UTA Policy 4.2.1 – Emergency and Disaster Preparedness.

Revision/Review History:

Local Advisory Council Review	Board of Trustees Review	Resolution	Action

DRAFT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE MIDVALLEY CONNECTOR BUS RAPID
TRANSIT PROJECT LOCALLY PREFERRED ALTERNATIVE**

No. R2019-07-04

July 31, 2019

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;

WHEREAS, the demand for transit service is anticipated to increase as populations continue to grow in the City of Taylorsville, Murray City, West Valley City, and Salt Lake County;

WHEREAS, the City of Taylorsville, Murray City, West Valley City, Utah Department of Transportation, Salt Lake County, Salt Lake Community College, Wasatch Front Regional Council, and the Authority (the “Project Partners”) have jointly prepared an Environmental Study Report that evaluates a future bus rapid transit alignment connecting the Murray Central TRAX and FrontRunner stations to the Salt Lake Community College Redwood campus in Taylorsville and to the West Valley Central TRAX Station (“Midvalley Connector Bus Rapid Transit Project”);

WHEREAS, based on the Environmental Study Report and input from affected communities, a proposed Locally Preferred Alternative (“LPA”) for the Midvalley Connector Bus Rapid Transit Project has been adopted by the City of Taylorsville, Murray City, and West Valley City, as set forth in Exhibit A, and has been included in the Wasatch Front Regional Council’s adopted 2019-2050 Regional Transportation Plan;

WHEREAS, the Authority’s Board of Trustees has adopted Policy No. 3.3 – Capital Development Project Implementation (the “Policy”) that requires the Local Advisory Council to review and approve capital project plans, including locally preferred alternatives that have been approved by local partners and the affected Metropolitan Planning Organization, prior to approval by the Authority’s Board of Trustees;

WHEREAS, approval of the LPA by the Local Advisory Council and the Board of Trustees will allow the project partners to complete the Decision Document for the Midvalley Connector Bus Rapid Transit Project’s Environmental Study Report while continuing to work on developing the project funding plan; and

WHEREAS, the Local Advisory Council has reviewed the LPA for the Midvalley Connector Bus Rapid Transit Project and believes it is in the best interest of the Authority and the affected communities to approve the LPA for the Midvalley Connector Bus Rapid Transit Project and to forward it to the Board of Trustees for review.

WHEREAS, the Local Advisory Council has approved the LPA for the Midvalley Connector Bus Rapid Transit Project in Resolution AR2019-07-01 at the July 17, 2019 meeting of the Local Advisory Council and forwarded it to the Authority's Board of Trustees for recommendation and approval.

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

1. That the Board of Trustees hereby approves the LPA for the Midvalley Connector Bus Rapid Transit Project, attached hereto as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

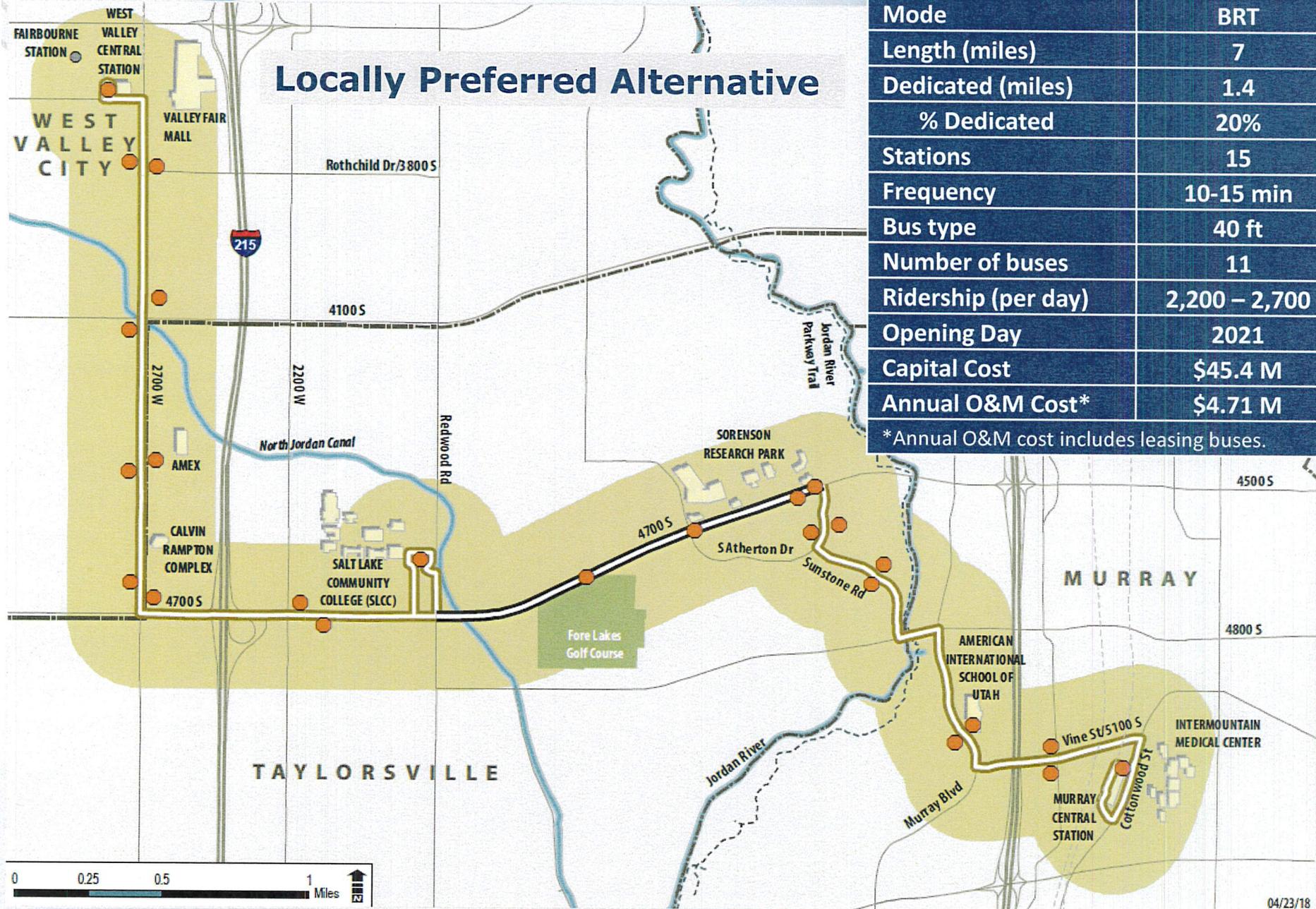
(Corporate Seal)

Approved As To Form:

Legal Counsel

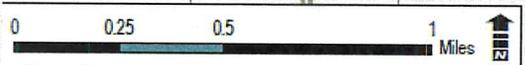
Exhibit A

Locally Preferred Alternative



Midvalley Connector	
Mode	BRT
Length (miles)	7
Dedicated (miles)	1.4
% Dedicated	20%
Stations	15
Frequency	10-15 min
Bus type	40 ft
Number of buses	11
Ridership (per day)	2,200 – 2,700
Opening Day	2021
Capital Cost	\$45.4 M
Annual O&M Cost*	\$4.71 M

*Annual O&M cost includes leasing buses.



CERTIFICATE OF PASSAGE

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

I, Cheryl Peacock Cottle, do hereby certify that I am the duly appointed, qualified and Acting City Recorder for the City of Taylorsville, State of Utah, and do hereby certify that the foregoing is a true and correct copy of Resolution No. 19-03 entitled:

“A RESOLUTION OF THE CITY OF TAYLORSVILLE DECLARING SUPPORT FOR THE LOCALLY PREFERRED ALTERNATIVE FOR THE MIDVALLEY CONNECTOR BUS RAPID TRANSIT PROJECT”

duly adopted by the City of Taylorsville, by the City Council thereof at a meeting duly called and held in Taylorsville, Utah, on the 16th day of January, 2019, at the hour of 6:30 p.m. of said day, and I certify that after its passage I caused to be filed a copy of the Resolution.

Dated this 17th day of January, 2019.

S E A L:




Cheryl Peacock Cottle, CMC
Taylorsville City Recorder

TAYLORSVILLE, UTAH
RESOLUTION NO. 19-03

**A RESOLUTION OF THE CITY OF TAYLORSVILLE DECLARING SUPPORT FOR
THE LOCALLY PREFERRED ALTERNATIVE FOR THE MIDVALLEY
CONNECTOR BUS RAPID TRANSIT PROJECT.**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on January 16, 2019, to discuss, among other things, declaring support for the locally preferred alternative for the Midvalley Connector Bus Rapid Transit Project; and

WHEREAS, the City of Taylorsville, Murray City, West Valley City, the Utah Transit Authority, the Utah Department of Transportation, Salt Lake County, Salt Lake Community College, and the Wasatch Front Regional Council have jointly prepared an Environmental Study Report (“ESR”), which evaluates the future Bus Rapid Transit alignment connecting the Murray Central TRAX and FrontRunner station to the Salt Lake Community College Redwood campus in Taylorsville and to the West Valley Central TRAX station; and

WHEREAS, the demand for transit service will increase as population continues to grow within Taylorsville, and the existing transit network lacks an efficient and direct connection to regional destinations including Taylorsville; and

WHEREAS, the City has considered various alignment alternatives as part of the ESR and hereby recommends the Locally Preferred Alternative for the Midvalley Connector Bus Rapid Transit ESR to be implemented as described below:

The Locally Preferred Alternative would begin at the Murray Central station, travel along Vine Street to Murray Boulevard, and traverse Taylorsville via Sunstone Road and Atherton Drive, along 4700 South to Salt Lake Community College. From Salt Lake Community College, the route would follow 4700 South west to 2700 West and then North along 2700 West to the West Valley Central station. For most of the route, the bus would travel in mixed-flow lanes - the bus would travel in the existing travel lanes with other vehicles. The Locally Preferred Alternative includes one section of the route with dedicated bus lanes—along 4500/4700 South from East Atherton Drive to Redwood Road.

Stations to be implemented as part of the Locally Preferred Alternative include:

- Murray Central
- Vine Street
- Murray Boulevard
- Sunstone Road
- South Atherton

- East Atherton
- West Atherton
- Fore Lakes
- Salt Lake Community College
- Golden Living
- 4700 South 2700 West
- American Express
- 2700 West 4100 South
- 2700 West 3800 South
- West Valley Central

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the City supports the Locally Preferred Alternative for the Midvalley Connector Bus Rapid Transit project connecting the Murray Central station to Salt Lake Community College and the West Valley Central station, as described above and shown in the figure attached hereto.

This Resolution, assigned Resolution No. 19-03, shall take effect upon passage and approval.

PASSED AND APPROVED by the Taylorsville City Council this 16 day of January, 2019.

TAYLORSVILLE CITY COUNCIL

By: 
Daniel J. Armstrong, Council Chair

SEAL

VOTING:

Meredith Harker	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ernest Burgess	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dan Armstrong	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Curt Cochran	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brad Christopherson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

PRESENTED to the Mayor of the City of Taylorsville for approval this 17 day of January, 2019.

APPROVED this 17 day of January, 2019.



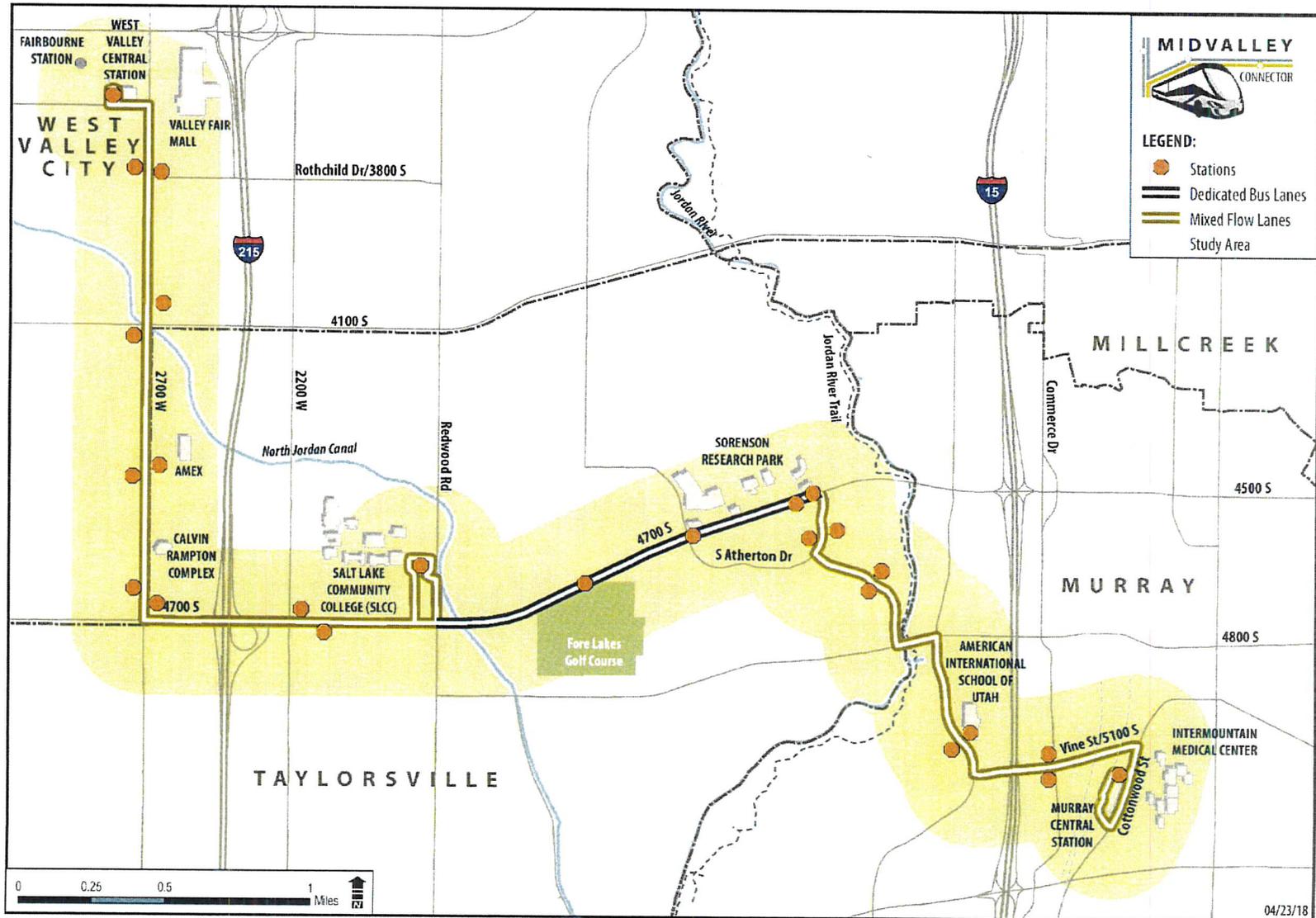
By: Kristie S. Overson
Mayor Kristie S. Overson

ATTEST:

Cheryl P. Cottle
Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this 17 day of Jan, 2019.

RECORDED this 17 day of January, 2019.



Midvalley Connector Bus Rapid Transit Locally Preferred Alternative

WEST VALLEY CITY, UTAH

RESOLUTION NO. 19-24

**A RESOLUTION DECLARING THE CITY'S
SUPPORT FOR THE LOCALLY PREFERRED
ALTERNATIVE FOR THE MIDVALLEY
CONNECTOR BUS RAPID TRANSIT PROJECT.**

WHEREAS, the demand for transit service will increase as population continues to grow within Taylorsville, Murray, and West Valley City and the existing transit network does not provide high-quality, timely transit service with a direct connection to regional destinations in Taylorsville, Murray, and West Valley City; and

WHEREAS, the City of Taylorsville, Murray City, West Valley City, the Utah Transit Authority, the Utah Department of Transportation, Salt Lake County, and the Wasatch Front Regional Council have jointly prepared an Environmental Study Report ("ESR") which evaluates the future Bus Rapid Transit alignment connecting the Murray Central TRAX and FrontRunner station to the Salt Lake Community College Redwood campus in Taylorsville to the West Valley Central TRAX station; and

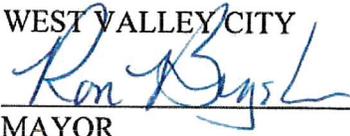
WHEREAS, the City has considered various alignment alternatives as part of the ESR and hereby recommends the Preferred Alternative for the Midvalley Connector Bus Rapid Transit ESR (the "Preferred Alternative") to be implemented as described in Exhibit A, which is attached hereto; and

WHEREAS, the City Council of West Valley City, Utah determines that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to support the Preferred Alternative;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City Council does hereby support the Preferred Alternative.

PASSED, APPROVED AND MADE EFFECTIVE this 12th day of March, 2019.

WEST VALLEY CITY


MAYOR

ATTEST:


CITY RECORDER



RESOLUTION NO. 19-16

A RESOLUTION DECLARING SUPPORT FOR THE LOCALLY
PREFERRED ALTERNATIVE FOR THE MIDVALLEY CONNECTOR
BUS RAPID TRANSIT PROJECT.

WHEREAS, the Murray City Municipal Council met in a regular meeting on [insert dates] to consider, among other things, declaring support for the *Locally Preferred Alternative* for the Midvalley Connector Bus Rapid Transit Project; and

WHEREAS, Murray City, the City of Taylorsville, West Valley City, the Utah Transit Authority, the Utah Department of Transportation, Salt Lake County, Salt Lake Community College, and the Wasatch Front Regional Council have jointly prepared an Environmental Study Report (“ESR”) which evaluates the future Bus Rapid Transit alignment connecting the Murray Central TRAX and FrontRunner station to the Salt Lake Community College Redwood campus in Taylorsville to the West Valley Central TRAX station; and

WHEREAS, the demand for transit service will increase as population continues to grow within Murray City and the existing transit network lacks an efficient and direct connection to regional destinations including Murray City.

WHEREAS, the City has considered various alignment alternatives as part of the ESR and hereby recommends the Locally Preferred Alternative for the Midvalley Connector Bus Rapid Transit ESR to be implemented as described below:

The Locally Preferred Alternative would begin at the Murray Central station, travel along Vine Street to Murray Boulevard, and traverse Taylorsville via Sunstone Road, Atherton Drive, along 4700 South to Salt Lake Community College. From Salt Lake Community College, the route would follow 4700 South west to 2700 West and then north along 2700 West to the West Valley Central station. For most of the route, the bus would travel in mixed-flow lanes, meaning the bus would travel in the existing travel lanes with other vehicles. The Locally Preferred Alternative includes one section of the route with dedicated bus lanes—along 4500/4700 South from East Atherton Drive to Redwood Road.

Stations to be implemented as part of the Locally Preferred Alternative include:

- Murray Central
- Vine Street
- Murray Boulevard
- Sunstone Road

- South Atherton
- East Atherton
- West Atherton
- Fore Lakes
- Salt Lake Community College
- Golden Living
- 4700 South 2700 West
- American Express
- 2700 West 4100 South
- 2700 West 3800 South
- West Valley Central

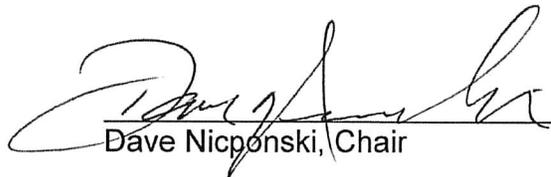
NOW, THEREFORE, BE IT RESOLVED by the Murray Municipal Council as follows:

That that the City's Locally Preferred Alternative for the Midvalley Connector Bus Rapid Transit project connects the Murray Central station, to Salt Lake Community College, to the West Valley Central station, as described above and shown in the figure attached.

This resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this 16th day of April, 2019.

MURRAY CITY MUNICIPAL COUNCIL

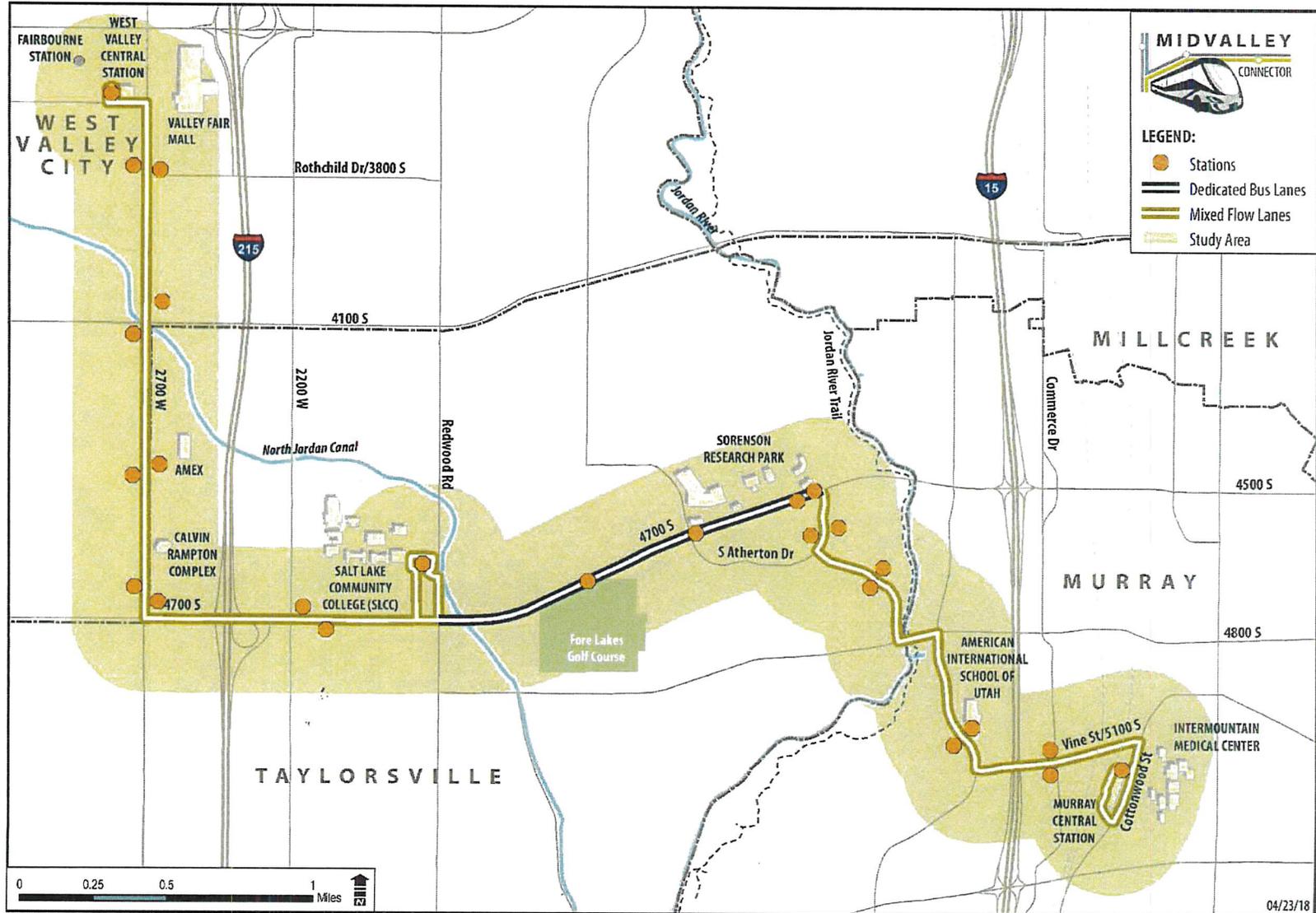

Dave Nicponski, Chair

ATTEST:


Jennifer Kennedy
City Recorder



Midvalley Connector Bus Rapid Transit Locally Preferred Alternative



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING A SECOND AMENDMENT
OF THE AUTHORITY'S 2019 BUDGET**

No. R2019-07-05

July 31, 2019

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;

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget;

WHEREAS, the Board of Trustees adopted the Authority's 2019 Budget on December 12, 2018 in Resolution No. R2018-12-01 and re-adopted the Authority's 2019 Budget on January 30, 2019 in Resolution No. R2019-01-05;

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds;

WHEREAS, the Board of Trustees, on June 19, 2019, adopted Resolution No. R2019-06-02 amending the Authority's 2019 budget;

WHEREAS, the Authority would like to designate a portion of Salt Lake County's 2019 fourth quarter-cent sales tax revenues to increase the amount budgeted for two state of good repair capital projects and four other capital projects;

WHEREAS, the Authority has been awarded grant funding for a capital project to develop E-voucher software beginning in 2019;

WHEREAS, these capital project changes necessitate an amendment of the Authority's 2019 Budget;

WHEREAS, the Local Advisory Council reviewed and recommended approval of the proposed Second Amendment of the Authority's 2019 Budget on July 17, 2019; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2019 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 of Trustees hereby adopts the Second Amendment of the Authority's 2019 Budget attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

Exhibit A
UTAH TRANSIT AUTHORITY
2019 Budget - Second Amendment - Capital
July 31, 2019

Funding Sources	2019 Amended Budget as of June 19, 2019	Budget Amendments		Budget After July 31 Budget Amendments
		Salt Lake County 4th Quarter	E-Voucher Software	
1 UTA Current Year Funding	\$ 23,113,000	\$ -	\$ 166,000	\$ 23,279,000
2 2018 UTA Carryover Funding	21,238,438	-	-	21,238,438
3 Sales Tax	-	6,000,000	-	6,000,000
4 Grants	62,398,278	-	84,000	62,482,278
5 Local Partner Contributions	17,013,733	-	-	17,013,733
6 State Contribution	5,065,699	-	-	5,065,699
7 2018 Bond Proceeds	25,077,792	-	-	25,077,792
8 Leasing	11,103,282	-	-	11,103,282
9 Total Funding Sources	165,010,222	6,000,000	250,000	171,260,222
Expense				
10 Provo-Orem TRIP	10,591,896	-	-	10,591,896
11 Airport Station Relocation	2,650,000	-	-	2,650,000
12 State of Good Repair	47,144,243	3,500,000	-	50,644,243
13 Other Capital Projects	104,624,083	2,500,000	250,000	107,374,083
14 Total Expense	\$ 165,010,222	\$ 6,000,000	\$ 250,000	\$ 171,260,222

2019 Budget Amendment #2

Project Detail Information

1. **TRAX Curve Replacement at S. Temple & Main Street (\$2,000,000 – SL County 4th Quarter funds)**: This project is replacing worn rail that is out of tolerance due to excessive rail wear around the curve. This track is in embedded concrete and the concrete will need to be removed and replaced in order to replace the rail.
2. **SD Rehab/Overhaul (\$1,500,000 – SL County 4th Quarter funds)**: This funding will help accelerate the rehab of the light rail vehicles by allowing purchase of long lead materials and equipment. It will also help with the allocation of needed additional resources.
3. **Depot District (\$1,000,000 – SL County 4th Quarter funds)**: UTA will be procuring equipment and furnishings that the contractor will be installing for the new Depot District Technology Center. The estimated value of equipment and furnishings is \$7,394,970. The current 2019 budget is allowing approximately half of this to be procured. The additional funding will be applied to procure more at this year's prices.
4. **Meadowbrook Expansion (\$300,000 – SL County 4th Quarter funds)**: The increased bus service to Salt Lake County will require additional buses, and additional garage capacity to park and service those buses. With this funding, UTA will hire a consultant to design the expansion of the Meadowbrook facility to handle an additional 24 buses. Additional funds will be programmed in 2020 and 2021 for project construction
5. **Operator Restrooms in Salt Lake County (\$200,000 – SL County 4th Quarter funds)**: Availability of restrooms for operators is a main constraint in bus service planning. UTA has identified the top locations where operator restroom facilities are a priority. These are typically at mid-route or end of line stops, or to accommodate service expansion. Sixteen desired operator restroom locations have been identified in Salt Lake County. UTA is proposing \$1M of funding over the next three years (with \$200K of that in 2019) to design and build between five and eight restrooms, depending on right-of-way considerations.

6. **Bus Stop Improvements & Signage in Salt Lake County (\$1,000,000 – SL County 4th Quarter funds):** UTA has developed a Bus Stop Master Plan that prioritizes the need to upgrade bus stops throughout our service area. Upgrades may include making the stop ADA compliant, adding amenities such as seats or shelters, and upgrading signage. Prioritization considers such factor as ridership, ADA compliance, safety, and whether it is in a Title 6 area. There are over 3700 bus stops in Salt Lake County with many of them needing some type of upgrade. We estimate we can upgrade between 80 to 90 bus stops with this year’s funding. Higher priority stops will be upgraded first. Additional funds will be programmed in future years to upgrade additional stops.

7. **E-Voucher Software (\$250,000 – Federal Grant and UTA Funds):** The UTA Coordinated Mobility Department recently received a federal grant to develop an electronic voucher (e-voucher) system to replace a manual voucher paper system. This solution will include a web-based application for providers to keep track of clients, drivers, payments, programs, and will include a mobile app. The mobile app for drivers and clients allows for origin and destination confirmation, payment processing, and client verification. This system will drastically decrease the administrative tasks, costs and risks associated with traditional voucher programs. The total amount of grant funding for this project is \$918K, with a local match of \$166K. The 2019 funding of \$250K is to start the project which will be completed in 2020.

Personnel Changes – Two positions are being added for on-going Positive Train Control monitoring work. These positions will be funded from budgeted and available project funds.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING A THIRD AMENDMENT
OF THE AUTHORITY'S 2019 BUDGET**

No. R2019-07-06

July 31, 2019

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;

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget;

WHEREAS, the Board of Trustees adopted the Authority's 2019 Budget on December 12, 2018 in Resolution No. R2018-12-01 and re-adopted the Authority's 2019 Budget on January 30, 2019 in Resolution No. R2019-01-05;

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds;

WHEREAS, the Board of Trustees, on June 19, 2019, adopted Resolution No. R2019-06-02 amending the Authority's 2019 Budget;

WHEREAS, the Board of Trustees will consider the second amendment to the Authority's 2019 Budget at the July 31, 2019 meeting of the Board of Trustees to increase the capital budget;

WHEREAS, reallocations of the 2019 Budget are necessary for transfer of personnel between the Planning and Customer Service departments, designation of Salt Lake County fourth quarter-cent sales tax revenues for capital rather than operations, reclassification of Salt Lake City purchased service to specific departments, and correction of parts freight expense in certain departments;

WHEREAS, these reallocation changes necessitate an amendment of the Authority's 2019 Budget;

WHEREAS, the Board of Trustees desires to amend the Authority's 2019 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 of Trustees hereby adopts the Third Amendment of the Authority's 2019 Budget attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

Exhibit A
UTAH TRANSIT AUTHORITY
2019 Budget - Third Amendment - Operating
July 31, 2019

		Budget Reallocations					
		2019 Amended	Planning and		Salt Lake City	Parts Freight	2019 Amended
		Budget as of	Customer	Salt Lake County	Purchased Service	Expense	Budget
<u>Revenue</u>		June 19, 2019	Experience	4th Quarter	(Aug-Dec '19)	Adjustment	July 31, 2019
		Reallocations	Reallocations				
1	Sales Tax	\$ 314,861,000	\$ -	\$ (6,000,000)	\$ -	\$ -	\$ 308,861,000
2	Federal Preventative Maintenance	66,188,000	-	-	-	-	66,188,000
3	Passenger Revenue	53,420,000	-	-	-	-	53,420,000
4	Advertising	2,467,000	-	-	-	-	2,467,000
5	Investment Income	8,582,000	-	-	-	-	8,582,000
6	Other Revenues	3,933,000	-	-	-	-	3,933,000
7	Salt Lake City	5,356,000	-	-	(1,887,351)	-	3,468,649
8	Salt Lake County (S-Line)	500,000	-	-	-	-	500,000
9	Utah County	1,670,000	-	-	-	-	1,670,000
10	Motor Vehicle Registration to UDOT	2,400,000	-	-	-	-	2,400,000
11	Total Revenue	459,377,000	-	(6,000,000)	(1,887,351)	-	451,489,649
<u>Operating Expense</u>							
12	Bus	102,107,000	-	-	2,406,617	58,900	104,572,517
13	Commuter Rail	29,064,000	-	-	-	104,782	29,168,782
14	Light Rail	49,906,000	-	-	-	142,000	50,048,000
15	Paratransit Service	22,918,000	-	-	160,277	7,000	23,085,277
16	Rideshare/Vanpool	3,541,000	-	-	-	-	3,541,000
17	Operations Support	48,097,000	-	-	460,676	19,000	48,576,676
18	General & Administrative	33,689,000	463,263	-	176,079	-	34,328,342
19	Salt Lake City service	4,950,000	-	-	(4,950,000)	-	-
20	Salt Lake County service	11,479,000	-	(6,000,000)	-	-	5,479,000
21	Total Operating Expense	305,751,000	463,263	(6,000,000)	(1,746,351)	331,682	298,799,594
<u>Non-Operating Expense</u>							
22	Planning/Real Estate/TOD/Major Program Development	6,151,000	(463,263)	-	-	-	5,687,737
23	Total Non-operating Expense	6,151,000	(463,263)	-	-	-	5,687,737
<u>Debt Service</u>							
24	Principal and Interest	121,819,000	-	-	(141,000)	-	121,678,000
25	Contribution to Early Debt Retirement Reserve	23,735,000	-	-	-	(331,682)	23,403,318
26	Contribution to Reserves	1,921,000	-	-	-	-	1,921,000
27	Total Debt Service and Reserves	147,475,000	-	-	(141,000)	(331,682)	147,002,318
28	Total Expense	\$ 459,377,000	\$ -	\$ (6,000,000)	\$ (1,887,351)	\$ -	\$ 451,489,649

2019 Budget Amendment #3

Detailed Operating Budget Reallocation Information

1. **Reallocation of Costs from Planning to Customer Experience (\$463,263).** Moves three existing personnel and associated operating costs from UTA Planning department to the new Customer Experience department. Planning department is shown as Non-Operating department and Customer Experience is shown as Administrative department, necessitating the move in summary amounts.

2. **Salt Lake County 4th Quarter (\$6,000,000).** Transfer of \$6,000,000 in sales tax from Salt Lake County 4th quarter budgeted for operating expense funding to funding for capital expenditures. See 2019 Capital Budget Amendment Detail Project Information for detail on capital projects being funded.

3. **Salt Lake City Purchased Services (Net \$1,887,351 reduction).** Adjustment of amount and transfer of budget from general budget line item to specific budget categories.
 - a. Reduce Salt Lake City Purchased Service revenues by \$1,887,351 for 2019 to reflect later than expected start of program in 2019.
 - b. Reduce Salt Lake City Purchased Services expenses by \$1,887,351 to reflect lower funding due to later start of 2019 services.
 - c. Allocate funding from the general Salt Lake Purchased Services line item to specific departments that will be incurring expenses for services provided. Impacted departments:
 - i. Salt Lake Business Unit – Addition of \$2,406,617
 - ii. Riverside Business Unit – Addition of \$160,277
 - iii. Operations Planning – Addition of \$86,403
 - iv. Customer Service – Addition of \$86,403
 - v. Training – Addition of \$287,870
 - vi. Recruiting – Addition of \$89,670
 - vii. Public Relations and Marketing – Addition of \$86,409

Salt Lake City purchased services requires an addition of 50 full time equivalents (FTE). The FTEs by department are shown in the chart below.

Department	FTE	Description
Salt Lake Central Operations	39	Operators
Salt Lake Central Operations	2	Operations Supervisors
Salt Lake Central Maintenance	1	Service Employee
Salt Lake Central Maintenance	<u>1</u>	Bus Vehicle Maintenance Supervisor
Total Salt Lake Central	<u>43</u>	
Paratransit Operations	3	Extra Board Operators
Paratransit Operations	1	Operations Supervisor
Paratransit Operations	<u>1</u>	Radio Controller
Total Paratransit	<u>5</u>	
Chief People Officer	1	Recruiter
Customer Service	<u>1</u>	Customer Communication and Social Media Specialist
Total	<u>50</u>	

4. **Parts Freight Expense (\$331,682).** Adjust freight expense budget for various units due to technical issue with budget system that led to understatement of budgeted amount. Net increase in budget expense of \$331,682 will reduce allocation from the 2019 budget to the UTA Early Debt Retirement Reserve.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY REVISING THE AUTHORITY'S GRAMA FEE SCHEDULE**

No. R2019-07-07

July 31, 2019

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;

WHEREAS, the Authority is subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE § 63G-2-101, *et seq.*; and

WHEREAS, the Board of Trustees, as the governing body of the Authority, is charged by the State of Utah under UTAH CODE § 63G-2-203(3)(c) with the responsibility to set reasonable fees to cover the Authority's actual cost of providing a record under GRAMA; and

WHEREAS, the Board of Trustees last adopted a GRAMA fee schedule on May 25, 2016 in Resolution R2016-05-02; and

WHEREAS, the Board of Trustees may amend the Authority's GRAMA fee schedule as long as the fees are reasonable and are calculated to cover the Authority's actual cost of providing a record; and

WHEREAS, upon review of the GRAMA fee schedule set by R2016-05-02, only the cost of providing video records has increased since adoption in 2016; and

WHEREAS, there is no need for any additional increases in the GRAMA fee schedule originally adopted in R2016-05-02; and

WHEREAS, the Board of Trustees desires to revise the GRAMA Fee Schedule 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 of Trustees hereby adopts the GRAMA Fee Schedule, attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

REQUEST FOR RECORDS Government Records Access & Management Act (GRAMA) Request

UTA FEE SCHEDULE

(Approved 7/31/2019)

1. **Reviewing a record to determine whether it is subject to disclosure:** No Charge. If the quantity of subject records is extraordinary, other fees may apply.
2. **Inspection of record:** No Charge to requesting person unless records must be produced from a proprietary secure electronic database.
3. **Copies for media:** The Authority may fulfill a record request for an employee or representative of the print or electronic media demonstrating proper credentials within 5 working days of the request. If the request is voluminous, extra time may be required. Standard copying fees will be charged.
4. **Impecunious:** The Authority to fulfill a record request for Persons without charge when the person making the request: 1) Files a sworn written affidavit with the Authority stating that the person is impecunious and cannot pay the fee or charge; 2) the person making the request is the real party in interest; and 3) that the request is not for a large or voluminous quantity of records; and 4) the request does not require more than 30 minutes of staff time to assemble records responsive to the request.
5. **Government Entity:** The Authority may waive the charging of a fee when the requesting person is another governmental entity or quasi-governmental entity with whom the Authority follows the practice, has a policy, or an agreement to waive similar fees on documents requested by the Authority.
6. **Records and associated fees*** (See Utah State Code §63G-2-203(2) et. Seq.):

Cost	Description
	Staff Time
1. Staff hourly rate	If research, manipulation, or preparation of information is required (such as redaction, pixilation, voice alterations), exceeding 15 minutes of time, an hourly charge is assessed. The hourly rate will depend upon the lowest hourly rate of the employee with proper security clearance required to perform the task.
2. Actual cost of reproduction plus staff time to produce	Oversized copy and/or graphics
3. \$25.00	Archived records retrieval, for retrieval of record(s) from a Records Retention Center or other storage location removed from the place of business of the department or division, which maintains the record(s).
	Police Records
4. \$15.00 – additional fees may apply. See staff time.	Transit Police Reports and copies of Citations: Transit Police Reports will only be provided to the subject of the record, or individuals or entities providing an <u>original notarized release</u> from the subject of the record specifically allowing UTA to provide the private information.
	Electronic Records
5. \$25.00 – additional fees may apply. See staff time.	Video
6. \$20.00 – additional fees may apply. See staff time.	Per USB or Thumb Drive, plus staff time to scan the records to electronic format if necessary.
	Physical Copies of Records
7. .50 per page	8 ½" x 11" black and white page of copy
8. \$1.00 per page	8 ½" x 11" color copy
9. \$1.00 per page	11" x 17" black and white page of copy
10. \$2.00 per page	11" x 17" color copy
11. \$1.00 per page	Faxing documents
	Other Items
12. Postage Rates	Standard U.S. Postage Rates will apply to all requests.
13. \$2.00	Per certification, if the record is required to be certified.

*If costs associated with the request are anticipated to exceed \$50.00, pre-payment for the requested documents will be required. If the pre-payment amount exceeds the actual cost of producing the records, a refund of the amount difference will be generated. Additionally, if a requestor has not properly paid for previously received materials, the Authority will hold the current request until the outstanding payment is full for the prior requests is received, pursuant to Utah State Code §63G-2-203(8) et. Seq.

*If a record has been previously provided to the requester, we are not required to fill requests for records that have already been provided, pursuant to Utah State Code §63G-2-201(1)(b)(i).

*If records are copied at a bonded copy center, the actual cost of copying the document will be charged rather than the published rate above. This option is only available for records classified as "public" that are not subject to Federal regulations mandating the records be maintained on the Authority premises at all times.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE AUGUST 2019 CHANGE DAY
TITLE VI EQUITY ANALYSIS**

R2019-07-08

July 31, 2019

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; and

WHEREAS, the Board of Trustees of the Authority (the "Board"), in keeping with the Federal Transit Administration's requirements for public transit agencies and the Civil Rights Act of 1964 has considered and reviewed the August 2019 Change Day Title VI Equity Analysis ("Title VI Equity Analysis") prepared by Authority staff; and

WHEREAS, the Board has desires to approve the Title VI Equity Analysis.

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

1. That the August 2019 Change Day Title VI Equity Analysis prepared by Authority staff, a copy of which is attached hereto as Exhibit A, is hereby approved by the Authority.
2. That the Board hereby ratifies any and all actions taken by the Authority's Interim Executive Director and staff in furtherance of and effectuating the intent of this Resolution.

3. That a copy of this Resolution shall be submitted to the Federal Transit Administration.
4. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



Title VI Service and Fare Equity Analysis

August 2019

Utah Transit Authority

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Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The Utah Transit Authority has committed to the Federal Transit Administration's (FTA) Title VI objectives set forth in Circular 4702.1B by ensuring that UTA's services are equitably offered and resources distributed without regard to race, color, or national origin.

The following analysis is of proposed changes to be implemented in August of 2019. These changes are being proposed to protect public funds and improve functionality of the system. Though the proposed changes are facially neutral, this analysis, in accordance with FTA requirements, will ensure that these changes will not have disproportionately negative impact on minority and low-income populations within UTA's service area. If these changes are found to be discriminatory, UTA will take all prescribed and prudent steps to ensure services are equitable and compliant with federal guidelines and requirements.

Summary of Proposed Changes

UTA is proposed to change 16 bus routes, one of which has a fares change. Seven routes are proposed to be discontinued, four would have alignments changed at greater than 25% of their current alignment, and it is proposed to add five new routes to the system.

Summary of Findings

In UTA's efforts to streamline the service it offers, the August 2019 Change Day proposal includes the discontinuation of many routes and the realignment of others in order to increase efficiency and frequency of service within the system. In so doing, there are areas of the system that will no longer have reasonable walk access to the system and some routes being discontinued serve areas with dense Title VI populations. The routes being discontinued serving Title VI populations have proposed replacements with greater frequency and/or will provide more direct routes. When looking at the system-wide impact of the proposed changes, and accounting for the proposed new routes, the demographics of those losing reasonable access are well below the system average and do not result in a disparate impact on minorities or disproportionate burden borne by low-income households.

UTA Policy and Definitions

UTA has developed corporate policy 1.1.28 Title VI Compliance Policy to define and evaluate the impacts of proposed major services changes on minority and low-income populations in conjunction with a public outreach process. In developing this policy, UTA solicited feedback through newspapers within the service area, published on UTA's website (rideuta.com), and Utah's government website in the public notices section (Utah.gov) which provides translation options. In conjunction with the Salt Lake County Office of Diversity Affairs, which maintains an email list of local entities and individuals with interest in diversity issues, UTA sent an email notification soliciting feedback in the development of this policy. Additional targeted outreach was done, which included mailing a letter and the policy or sending emails to community organizations that work with minority or low-income populations.

The following references to policy are from subsections of corporate policy 1.1.28 and were created to ensure that all equity analyses are performed using the same parameters and are in line with FTA Circular 4702.1B.

Definitions

- A. *"Disparate Impact"* refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
- B. *"Disproportionate Burden"* refers to a neutral policy or practice that disproportionately affects the low-income population more than non-low-income populations.
- C. *"Flex Route"* refers to a route that, upon request, can deviate from its fixed route to provide a curbside pick-up or drop-off of up to $\frac{3}{4}$ of a mile around the fixed route. Deviations from the fixed route cost an additional \$1.25.
- D. *"Low-income Population"* refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/ transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.
- E. *"Minority Person"* include the following:

1. American Indian or Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
 2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
 4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
 5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- F. *"Minority Population"* means any readily identifiable group of minority persons who live in geographic proximity.
- G. *"National Origin"* means the particular nation in which a person was born, or where the person's parents or ancestors were born.
- H. *"System Average"* The system average is the averages of minorities and low-income persons within the total populous of the geographic regions UTA serves. The present system averages are expressed below in tabular format using 2012-2016 5-year population estimates provided by the American Community Survey (ACS).

<i>Low-Income System Average:</i>	
Population:	2,275,313
Low-Income Population:	443,484
Percent Low-income:	19.5%

<i>Minority System Average:</i>	
Population:	2,310,052
Minority Population:	511,161
Percent Minority:	22.1%

Major Service Change

UTA will consider the following types of changes to be "major changes", which require public input and a Title VI equity analysis in compliance with FTA's Circular 4702.1B

- a) The Addition of Service;
- b) A proposed service level reduction in miles, hours, or trips of thirty three percent (33%) or more of any route;
- c) The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
- d) A proposed twenty-five (25%) or greater change in route alignment;

- e) A proposed fare change.

Evaluation and Analysis of Service and Fare Changes

1. UTA will analyze proposed major changes to service and any proposed fare changes in accordance with FTA's Circular C 4702.1B as amended.
2. UTA will evaluate the impacts of all major service changes cumulatively when there is more than one route being affected for a service change period
3. UTA will primarily utilize American Community Survey (ACS) Data, block group data and/or ridership data to evaluate and analyze any proposed major service and fare changes. This data will be analyzed with Geographic Information System (GIS) software.
4. UTA will rely on population data and use the smallest geographic area that reasonably has access to the stop or station effected by the proposed major service change. This will be translated into a one-quarter mile radius to a bus stop, one-half mile to a light rail station and three miles to a commuter rail station.

Disparate Impact and Disproportionate Burden

1. UTA will measure the burdens of service and fare changes on minority riders to determine when minority riders are bearing a disparate impact from the change between the existing service or fare and the proposed service or fare.
2. UTA will measure the burdens of service and fare changes on low-income riders to determine when low-income riders are bearing a disproportionate burden of the change between the existing service or fare and the proposed service or fare.
3. A threshold of 5% will be used to determine disparate impact on minority populations and disproportionate burden on low-income populations. This 5% is based on the margin of error from the US Census data that UTA uses to determine the populations in the service area. This means that if the burden of the service or fare change on minority or low-income populations is more than 5% worse than it is for the non-protected populations, then the change will be considered either a disparate impact or a disproportionate burden.

Finding a Disparate Impact

1. At the conclusion of UTA's Analysis, if UTA finds a disparate impact on the basis of race, color, or national origin, UTA shall seek to modify the proposed changes in a way that will mitigate the adverse effects that are disproportionately borne by minorities.

Modifications made to the proposed changes must be reanalyzed in order to determine whether the modifications actually removed the potential disparate impacts.

2. If UTA chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if UTA finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service or fare change, UTA may implement the change only if:
 - a. UTA has substantial legitimate justification for the proposed change; and
 - b. UTA can show that there are no alternatives that would have a less disparate impact on the minority riders but would still accomplish the transit provider's legitimate program goals. In order to show this, UTA must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative

Finding a Disproportionate Burden

If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected by the service changes.

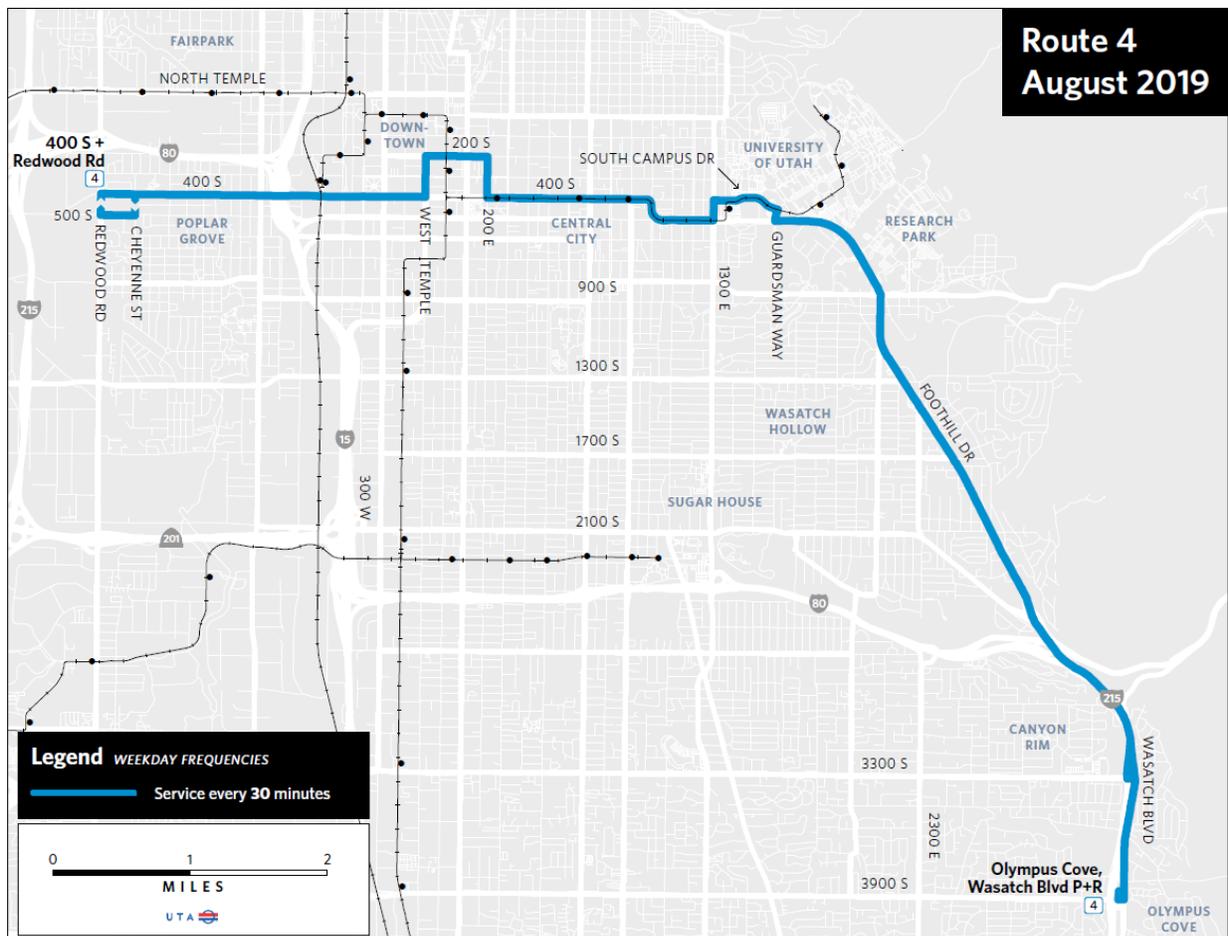
Proposed Changes

Salt Lake Business Unit

Route 4 – Addition of Route

UTA is proposing to add a new route, which would partially replace service currently provided by routes 228 and 516. The eastern terminal would be at 3900 South and Wasatch Boulevard. Route 4 would then travel north along Wasatch Blvd, Foothill Drive, 400 South, 200 South, and back to 400 south before ending at Redwood Road. The objective of this route would be to enhance east–west connectivity between the University of Utah, downtown Salt Lake, and the Poplar Grove. On the eastern end, route 4 is designed to connect with routes 33, 39, and 45. Route 4 will match the current span of service as route 516.

The addition of a new bus route meets UTA’s threshold for a major change.

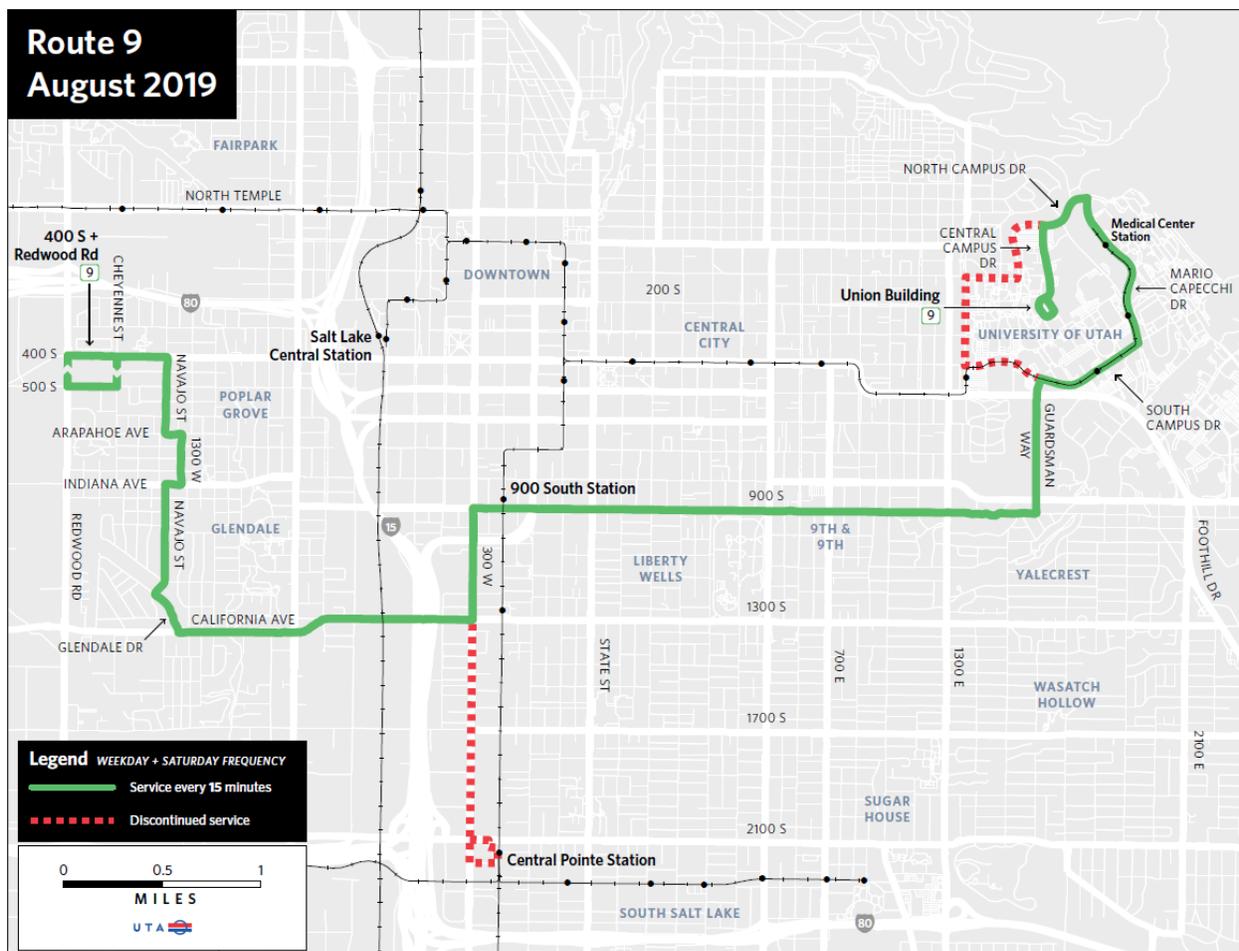


Route 9 – Change in Alignment

UTA is proposing to increase frequency on route 9, run earlier and later, and run on weekends. As we seek to make the route more efficient, it is proposed to eliminate service on much of 300 West leading to Central Pointe Station. As a result, weekday and Saturday headways would go from 30 minutes to 15 minutes from 6 am to 7 pm, as well as every 30 minutes from 5 am to 6 am and 7 pm to midnight. On Sundays, service would run every 30 min from 7 am to 7 pm.

Route 9 would replace the service that route 516 provides within the Glendale and Poplar Grove communities. The route's western end would be located at 400 south and Redwood Road. On the eastern end, the route would end adjacent to the Student Union Building after servicing the University of Utah campus and hospitals.

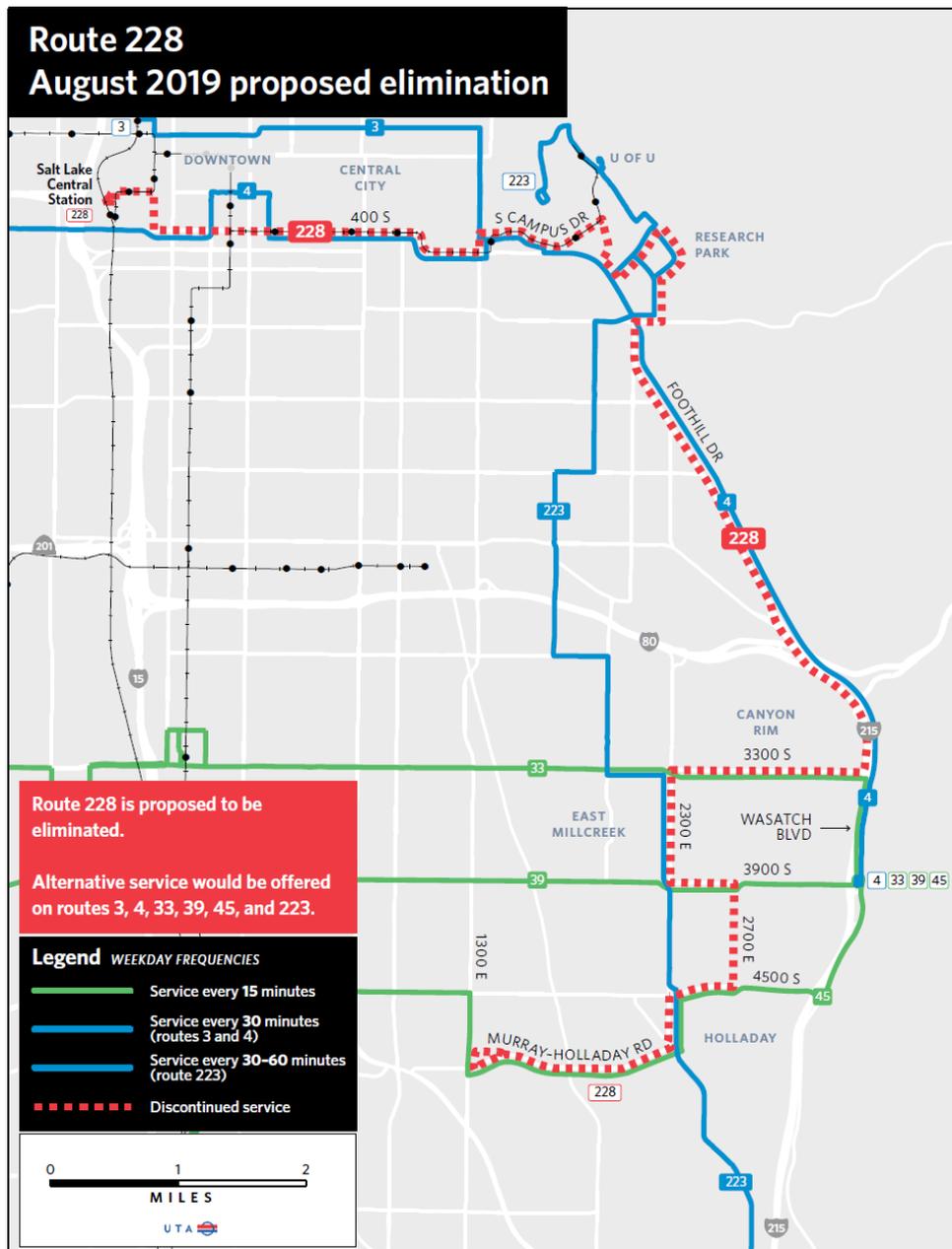
A change in alignment of 25% or greater meets UTA's threshold for a major change.



228 – Discontinuation of Route

It is proposed to eliminate route 228. Route 228 is highly duplicative of the new route 4 that will be implemented as part of this change. Route 4 will run a higher level of service than current route 228. Segments of route 228 not covered by route 4 will be replaced by routes 33, 39, 45 and 223. All of the portions of the 228 that serve populations protected by Title VI will continue to be served by other routes, many of which with more frequent service.

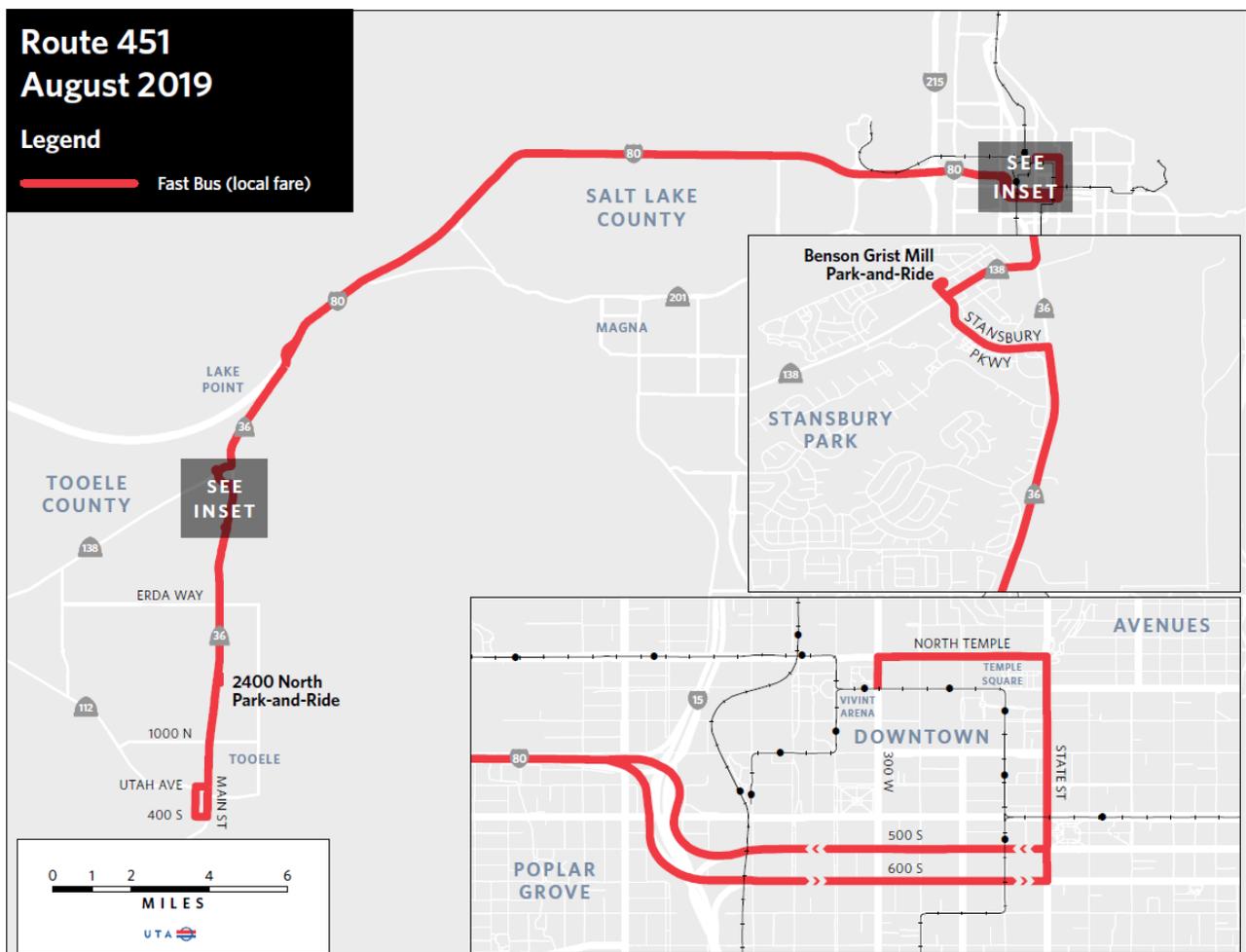
The elimination of a route meets UTA's threshold for a major change.



451 – Change in Fare

UTA has proposed to convert route 451 from an express line to a regular fare bus route. As a result, the route's fare would reduce from \$4.50 to \$2.50 for a one-way trip. Trip times during weekday rush hours would be adjusted to provide more options for commuters. Passengers traveling from Tooele would access Salt Lake International Airport, the International Center, or destinations along North Temple using a coordinated transfer with route 454 at Benson Grist Mill Park-and-Ride.

The fare change on this route would constitute a major change according to UTA policy.



F401 – Discontinuation of Route

UTA has proposed to discontinue route F401 and replace it with additional trips from Grantsville to Salt Lake City on route 454. The 454 travels much of the same route as F401 with the exception of offering deviations.

The elimination of a route meets UTA's threshold for a major change



453 – Discontinuation of Route

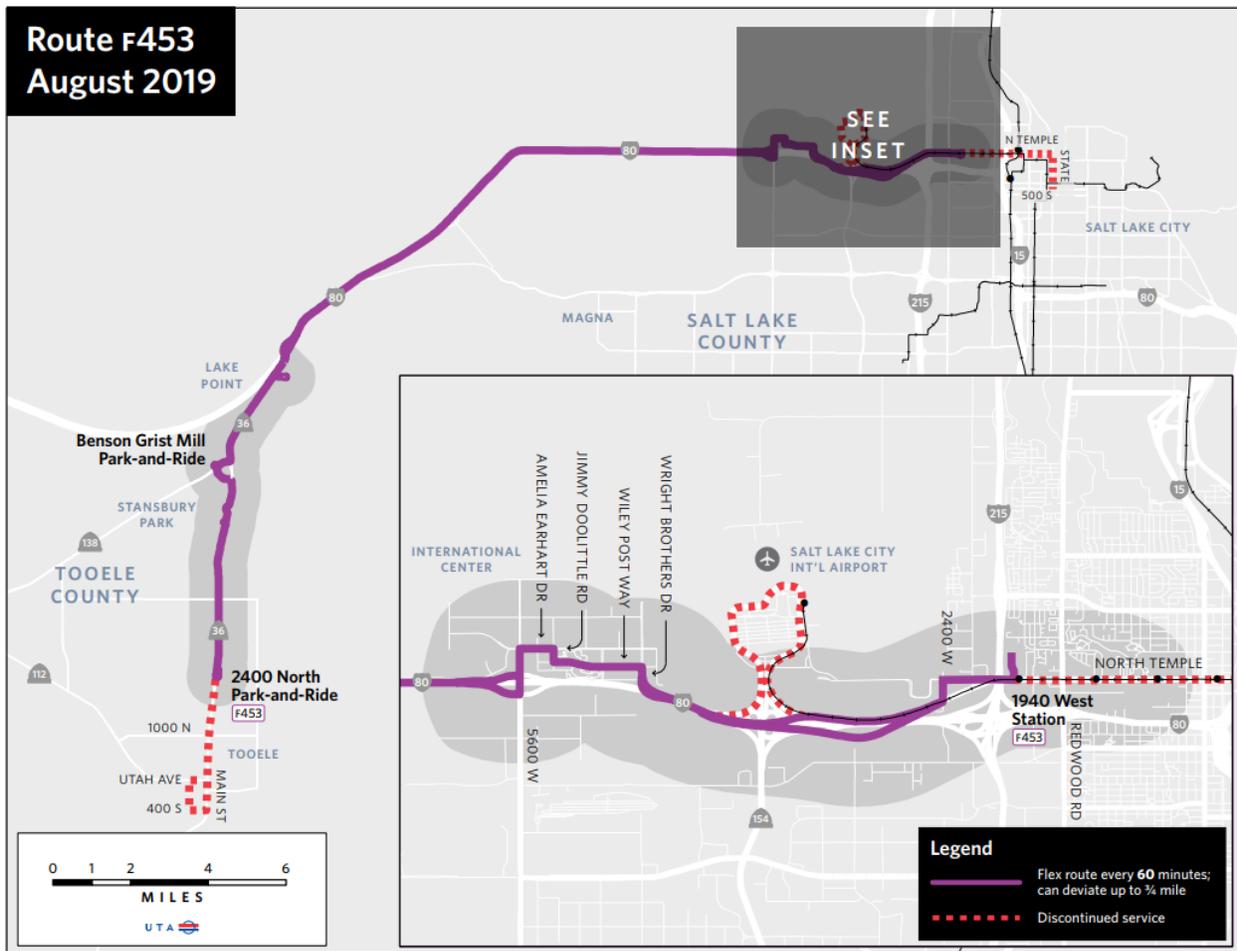
UTA would discontinue route 453 and replace it with route 451 service (at the regular local fare), additional trips on route 454, and midday service on the proposed new route F453. A map is shown below with an overlay of F453 with the discontinued portions depicted with a red dotted line.

The elimination of a route meets UTA's threshold for a major change

F453 – Addition of Route

The new proposed route F453, a midday Flex route between Tooele and Salt Lake City, would run every 60 minutes from the 2400 North Park-and-Ride in Tooele to Power Station on TRAX's Green Line. Service would be offered from approximately 8 am to 4 pm while routes 451 and 454 would not be operating.

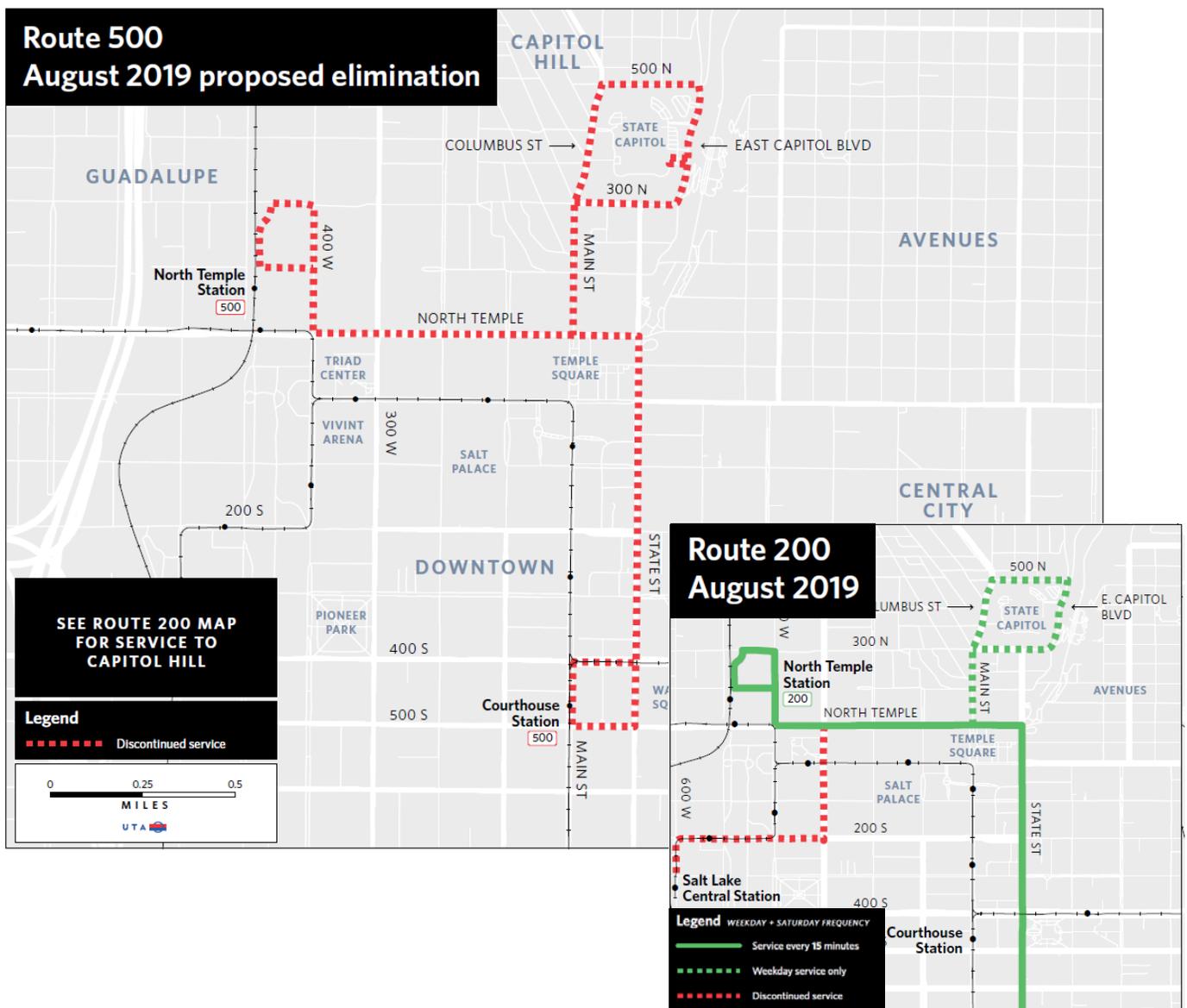
The addition of a new bus route meets UTA's threshold for a major change.



500 – Discontinuation of Route

UTA has proposed to discontinue route 500 and replace it with route 200. This route was designed to provide transportation to the State Capitol Building. Capitol Hill would receive 15-minute service Monday through Friday from route 200, which is more frequent than the 30 minute service currently offered, but in a more cost effective way. The only difference in alignment is a connection to the Courthouse TRAX Station.

The elimination of a route meets UTA's threshold for a major change



551 – Change in Alignment

It is proposed to adjust the routing along route 551 to eliminate service to airport terminals and provide additional connections to North Temple and Redwood Road. The airport will continue to be served by the Green TRAX line and route 454. Additional trips would be added on route 551, including during early weekday mornings and weekends, to meet the needs of sponsoring businesses.

A change in alignment of 25% or greater meets UTA’s threshold for a major change.

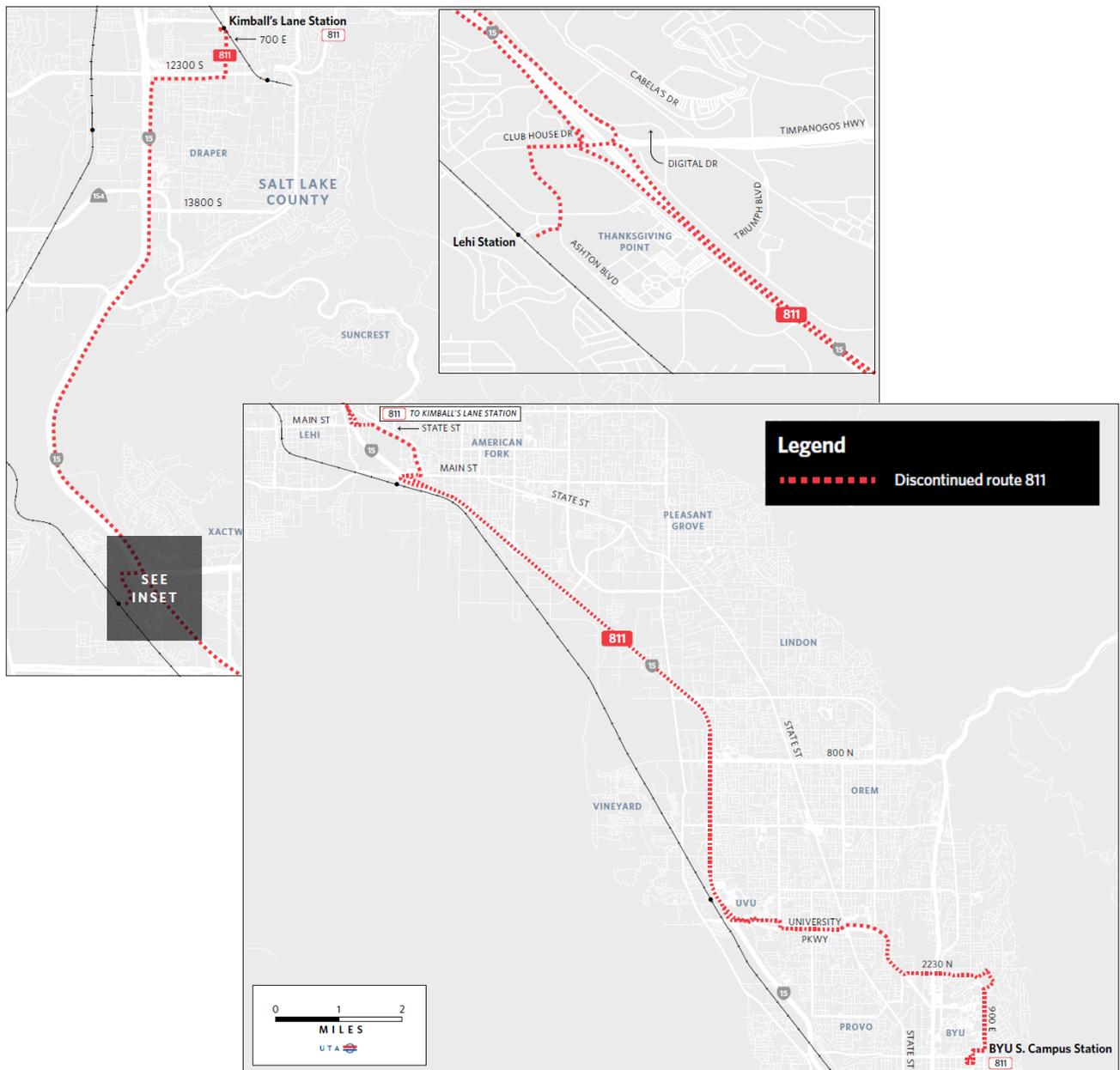


Utah County

811 – Discontinuation of Route

Due to low ridership and low return on investment for this route, it is proposed to discontinue route 811 and replace the service offered with the new route 871 and portions of routes 850 and UVX. This inter-county route was effective prior to the implementation of FrontRunner’s expansion south. Ridership has declined steadily since the opening of FrontRunner.

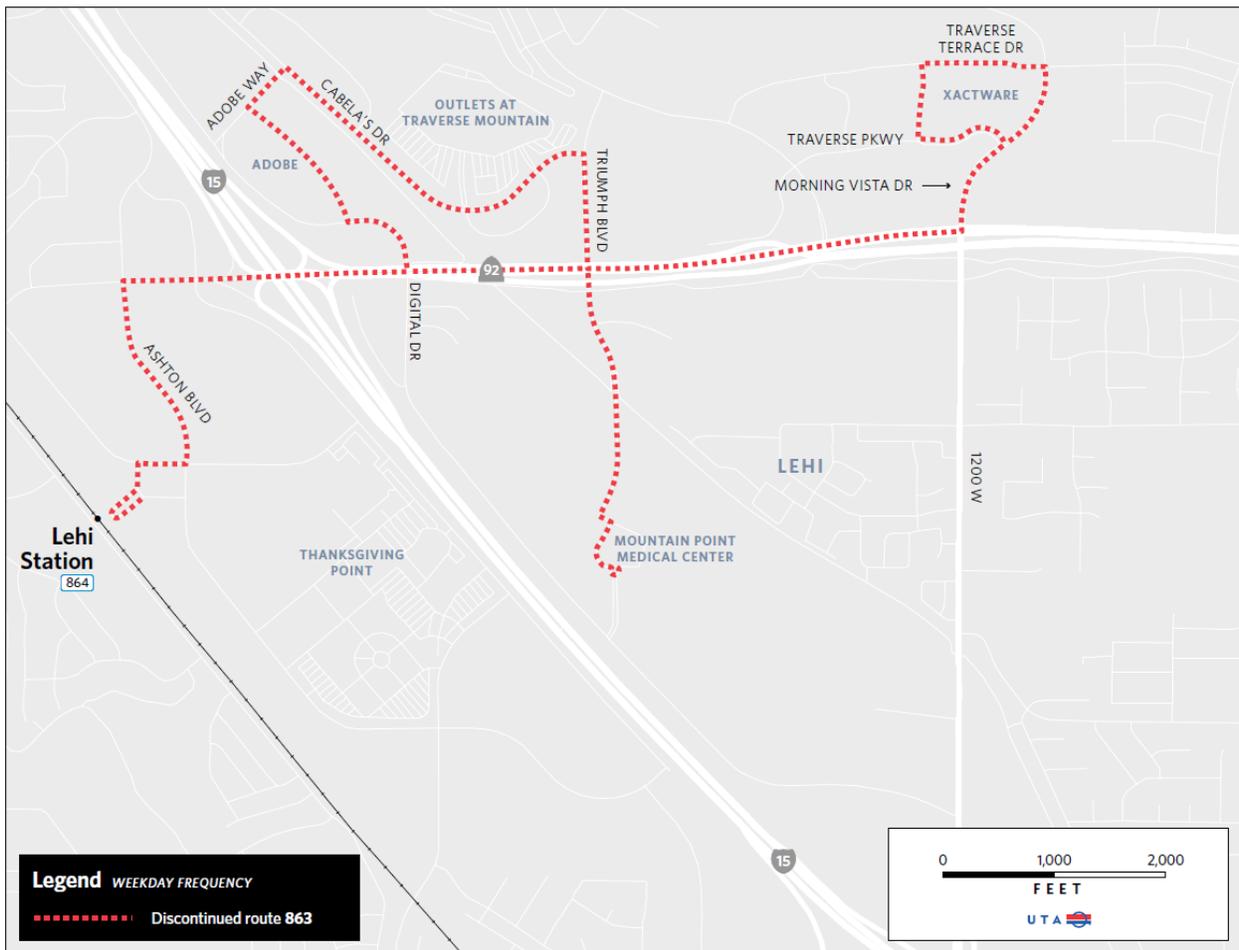
The elimination of a route meets UTA’s threshold for a major change.



Route 863 – Discontinuation of Route

UTA has proposed to discontinue route 863 and replace it with all day service on routes 864 and 871. All existing stops on route 863 will be served by one of these routes. The proposed rerouting of the 864 and 871 will be on the following pages. The new routing that will cover the major destinations currently served by the 863.

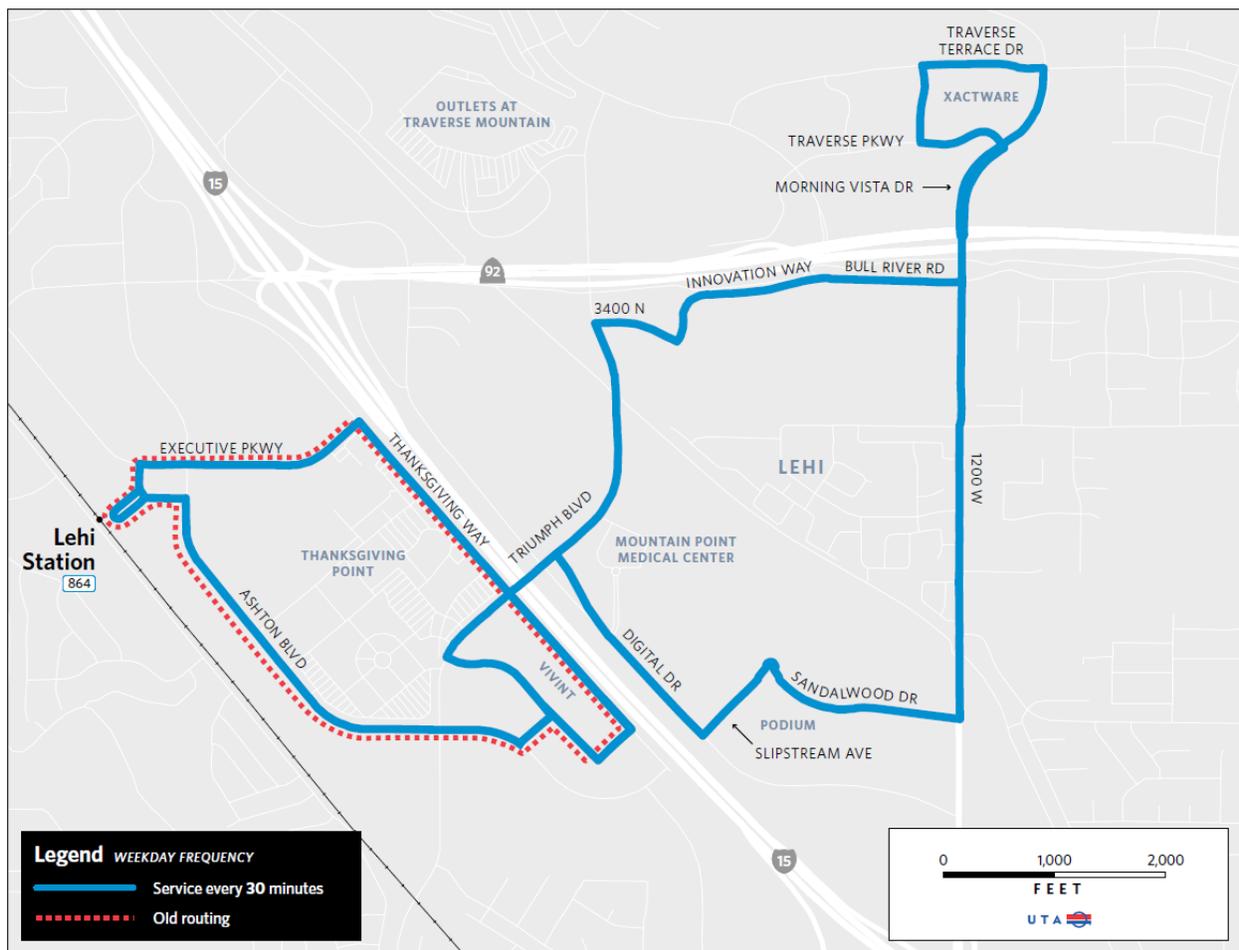
The elimination of a route meets UTA’s threshold for a major change.



Route 864 – Change in Alignment

It is proposed to change the alignment on route 864 to provide service to additional businesses in the northern Lehi area. This section of Northern Utah County has been expanding and had several large additions to the network of roads that makes the additional routing effective and provides more local service as well as connections to new and upcoming businesses.

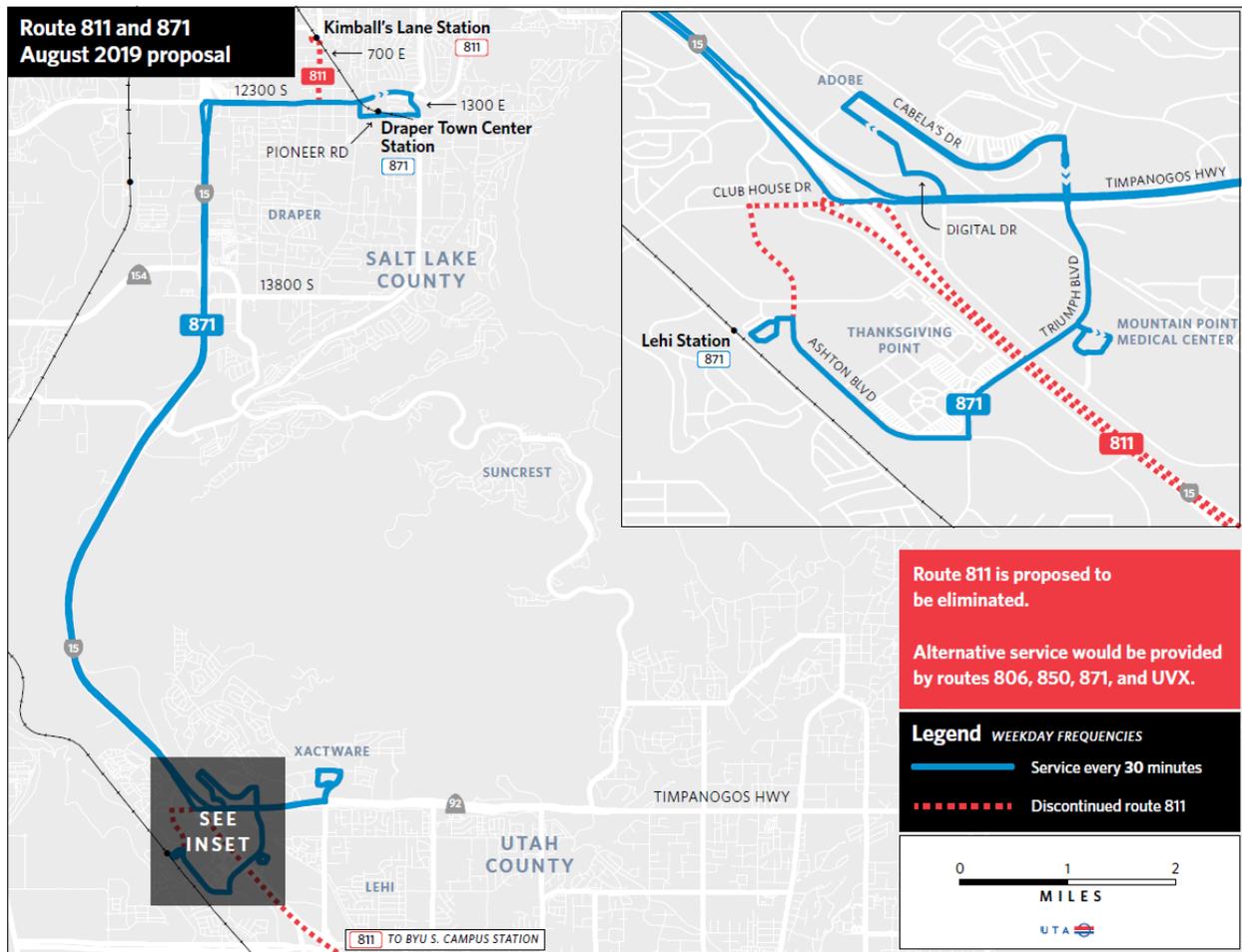
A change in alignment of 25% or greater meets UTA’s threshold for a major change.



Route 871 – Addition of Service

UTA has proposed to add a new route that would travel between Draper Town Center Station and Lehi Station. The 871 would provide service to Lehi businesses including Adobe, the Outlets at Traverse Mountain, and the Mountain Point Medical Center. Service would run every 30 minutes on weekdays and every 60 minutes on weekends.

The addition of a new bus route meets UTA’s threshold for a major change.

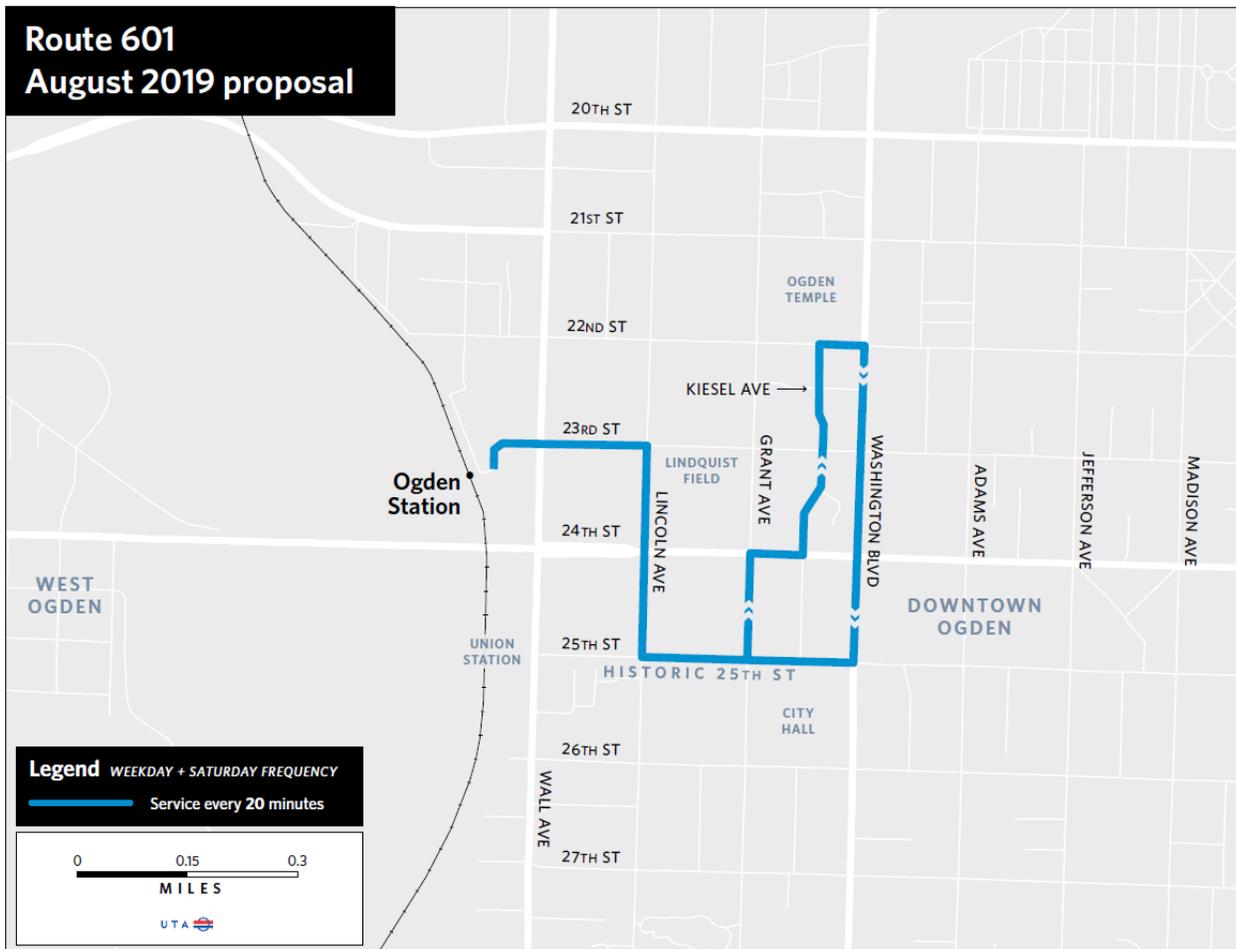


Weber & Davis Counties

Route 601 – Addition of Service

UTA proposes to introduce the new Downtown Ogden Trolley, provided by additional local funding. This route would connect riders to Ogden Station, Lindquist Field, 25th Street, and The Junction. Route 601 would run every 20 minutes from 6 am to 10 pm Monday–Saturday. It is proposed that this fare would be sponsored by Ogden City and Weber County and would be provided at no cost to the individual rider.

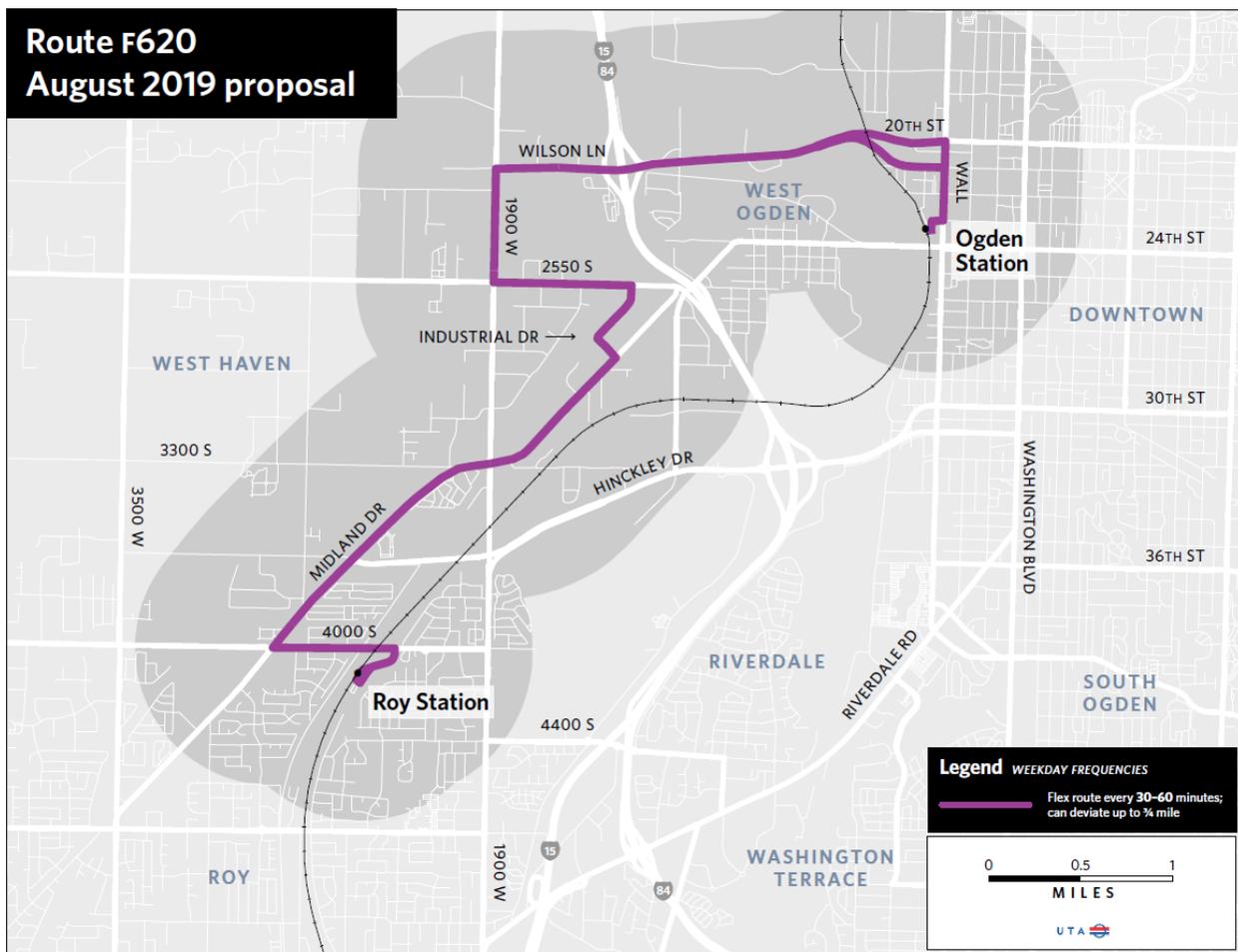
The addition of a new bus route meets UTA’s threshold for a major change.



Route F620 – Addition of Service

UTA proposes to add a new Flex route in Ogden and West Haven. Route F620 would run between Ogden and Roy stations via 1900 West, Industrial Drive, and Midland Drive. The F620 would run every 30 minutes on weekdays from 5:30 am to 9:30 am and from 2:30 pm to 6:30 pm. It would run weekday service every 60 minutes between 9:30 and 2 pm and from 6:30 pm to 8:30 pm.

The addition of a new bus route meets UTA's threshold for a major change.



Analysis of Proposed Changes

UTA has analyzed the potential impacts of any major service change as it relates to low-income and minority populations, and evaluated the potential for adverse impact on these groups. To this end, UTA has created the maps, tables and related data found in this section. The data in this section was compiled utilizing American Community Survey (ACS) 2012-2016 5-year estimates, which was dispersed into census blocks, in lieu of the larger block groups in order to use the smallest geographic area possible for the analysis. The distribution was dictated by population ratios from 2010 Census Data. Proposed service changes were analyzed based on the stops and stations serviced by the impacted route. Some stops locations are approximate and may be in a different location once land is acquired or permissions are granted for land use. All bus stop locations have had a one quarter mile walkability radius applied to them, which was based on the actual accessibility of the stop or station by road. Any census block that was overlapped by this radius had its population included as those impacted by the proposed changes. These aggregated numbers were compiled as a comparison group to the service area average to determine whether there would be a disparate impact on minority populations and/or a disproportionate burden borne by low-income populations.

Total low-income population was calculated using ACS household income data which excludes certain housing types where a “household” does not reflect those within the living quarters (e.g. prisons, college dormitories, etc.). For this reason, the total minority population and the total low-income population differed at varying degrees contingent upon the number of this household type within the impacted area.

The maps in this section show the route, individual stops, and census blocks with concentrations of low-income households or minority individuals above the system average shaded.

Analysis of Potential Impacts on Minority Populations

This section examines the populous being served by current service on the routes being impacted by the proposals. The tables below depict the current proportion of minorities on routes that would be impacted by the proposed changes and the proportion of minorities on the routes after all changes are made.

Minority Demographics Prior to Proposed Changes

Route	Proposed Change	Total Population	Minority Population	Minority Percent
9	Alignment Change	15,482	4,308	27.8%
228	Discontinuation	46,348	8,457	18.2%
451	Fare Change	15,720	2,218	14.1%
453	Discontinuation	23,603	5,816	24.6%
500	Discontinuation	11,251	2,431	21.6%
516	Discontinuation	27,432	14,916	54.4%
551	Alignment Change	0	0	0%
811	Discontinuation	19,602	3,999	20.4%
863	Discontinuation	2,222	199	9.0%
864	Alignment Change	638	82	12.9%
F401	Discontinuation	7,965	907	11.4%
F401	(3/4 Mile Buffer)	16,230	1,790	11.0%

Minority Demographics After Proposed Changes

Route	Proposed Change	Total Population	Minority Population	Minority Percent
4	New Route	31,733	11,196	35.3%
9	Alignment Change	27,607	13,578	49.2%
451	Fare Change	16,966	2,525	14.9%
551	Alignment Change	2,605	1,696	65.1%
601	New Route	2,500	951	38.0%
864	Alignment Change	2,255	237	10.5%
871	New Route	5,289	634	12.0%
F453	New Route	4,595	1,047	22.8%
F453	(3/4 Mile Buffer)	21,901	9,365	42.8%
F620	New Route	5,822	1,715	29.5%
F620	(3/4 Mile Buffer)	25,611	9,011	35.2%

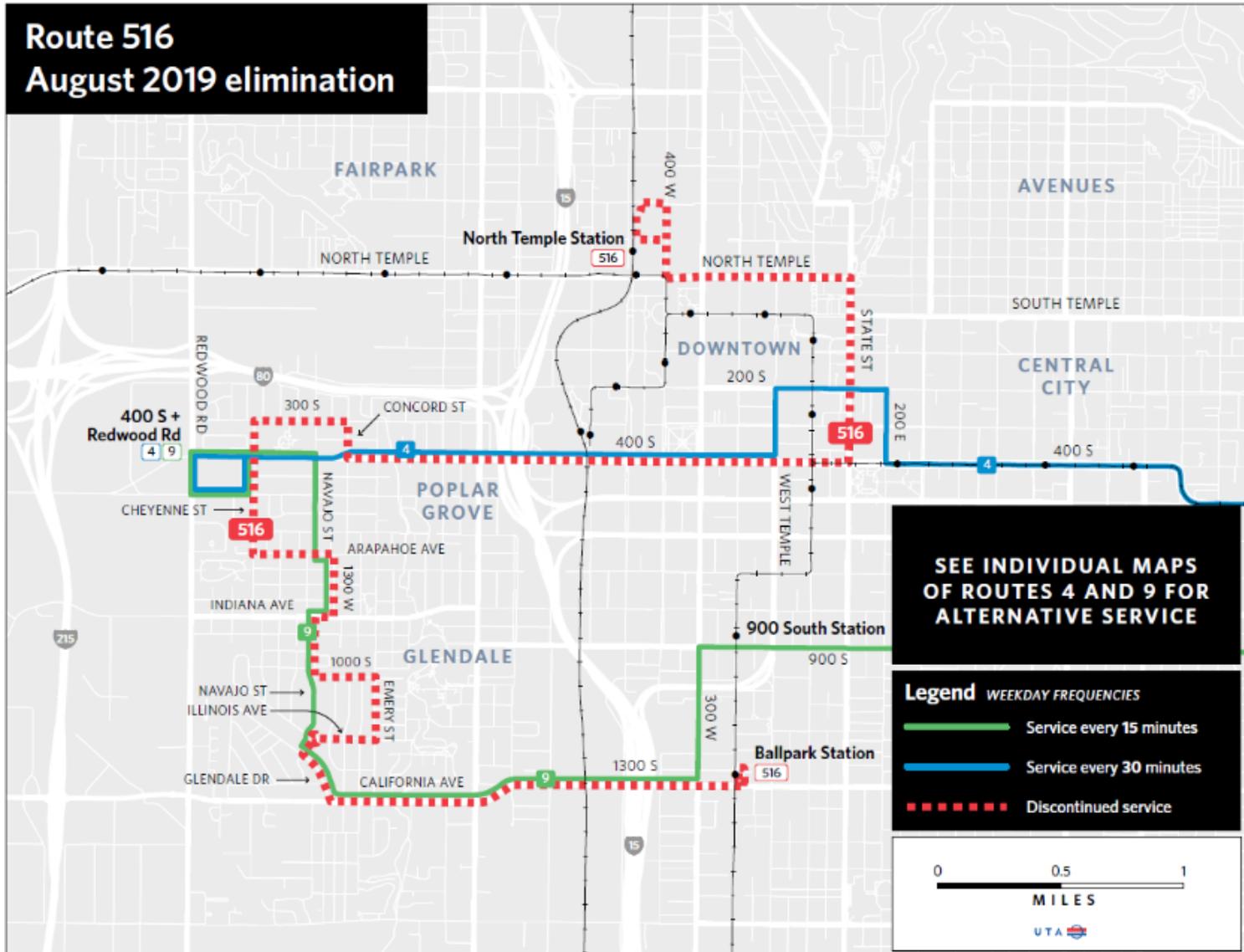
Potential Route Level Disparate Impacts

In reviewing the data presented, UTA identified the potential for a disparate impact on routes 9 and 516 in accordance with UTA's disparate impact policy. The impacted populace has a percentage of minorities living within its bounds in excess of 5% of the system average. It is of note that several of the new routes have a low percentage of minorities and, in most cases, they are in excess of -5% of the system average of 22.1%. UTA has not identified these as potential disparate impacts because the budgets to create these new routes were not funded by the discontinuation of other routes with high percentages of minorities and thus do not present an adverse impact by their creation. The discontinuation of the routes in the proposed changes were motivated by a system-wide push to streamline routes and make the system more efficient for riders and operations.

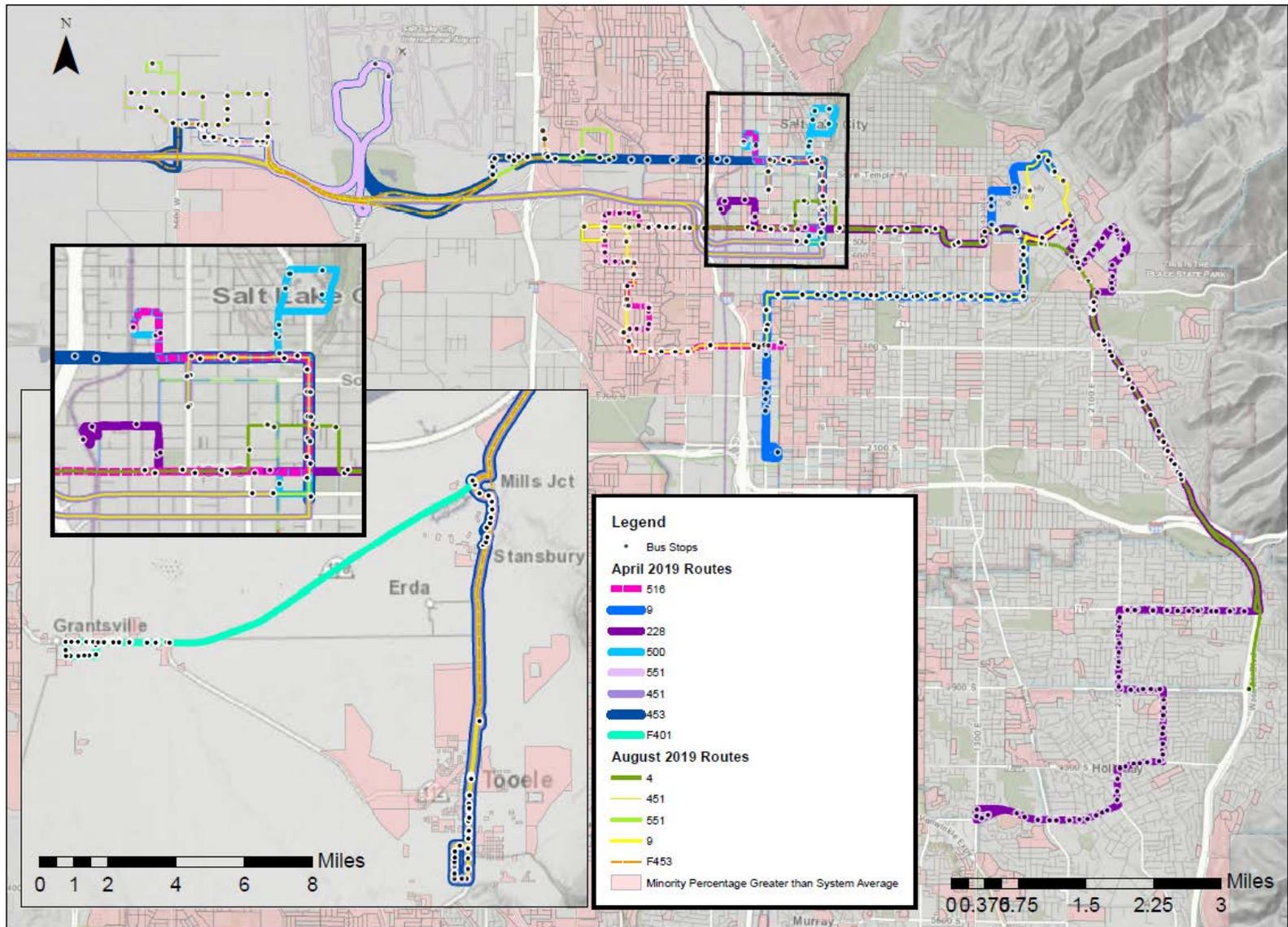
Since the route 9 is a realignment of current service, the new demographics are listed in the second table on the previous page. The original alignment had 4,308 minorities, comprising 27.8% of the total population or 5.7% greater than the system average. The new alignment's surrounding population has increased by 12,126 people, of which 9,270 are minorities. Overall, the percent and number of minorities within the area has increased after the proposed changes. For this reason, UTA does not find a disparate impact.

It is proposed to discontinue the 516, which serves the Poplar Grove and Glendale areas of Salt Lake with 30 minute frequency. These are majority minority areas and the demographics of the route is 54.4% minority. The proposal replaces the 516 with an extension to route 9, which presently does not provide service to these areas. Route 9 will follow a more efficient route and provide faster, more frequent service with 15 minute headways in lieu of 30 minute headways on current service. Additionally, it is proposed to create route 4 to replace the service being lost on 400 south that was once provided by route 516. Overall, there will be those in the area that will no longer have ¼ mile walk access to the new routes that would have had access to route 516, but will have more efficient service on the new routing in the area as shown on the following page. The demographics of those no longer within the quarter mile walk access would still be above the system average (35.7% minority, 34.5% low-income). After reanalyzing the impacts when accounting for the replacement routes, UTA has concluded that there is likely a net gain in the area with the quality and frequency of service gained and that the considered alternatives, such as leaving the current system in place, did not accomplish the established goal of streamlining service. UTA has decided to proceed with the proposed changes regardless of the potential disparate impact and disparate impact.

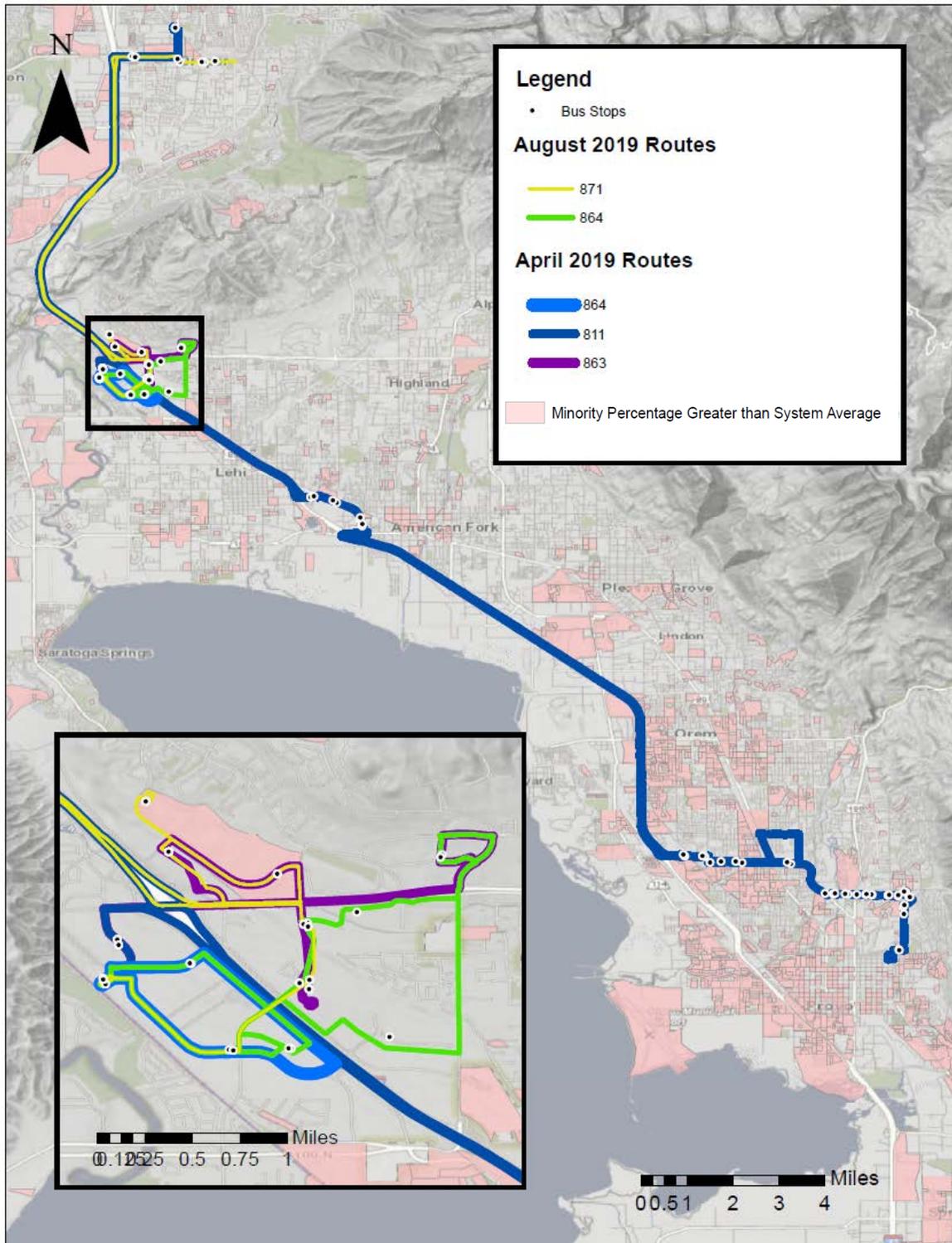
Route 516 Mitigating Routes



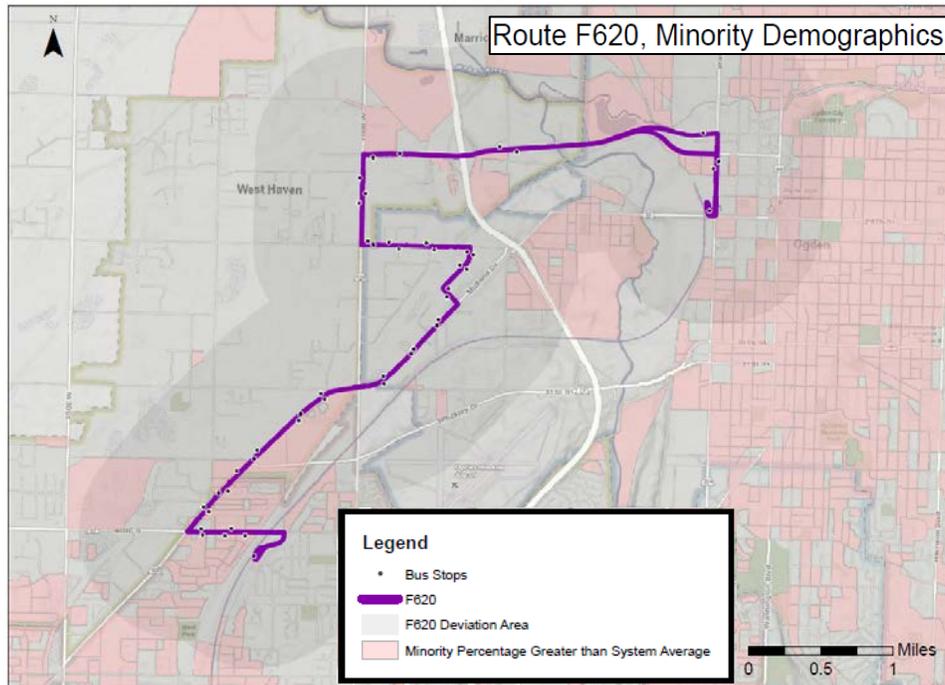
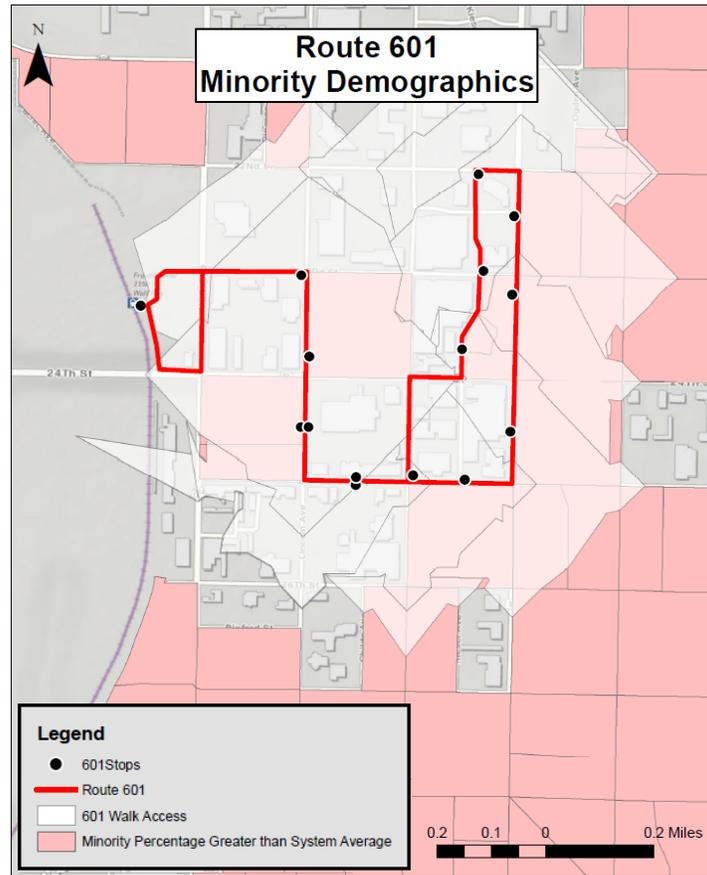
Map Showing Density of Minorities in Salt Lake and Tooele Counties



Map Showing Density of Minorities in Utah County



Map Showing Density of Minorities in Weber and Davis Counties



Analysis of Potential Impacts on Low-income Populations

This section examines the populace currently served on the routes being impacted by the proposals. The tables below depict the current proportion of minorities on routes that would be impacted by the proposed changes and the proportion of minorities on the routes after all changes are made.

Low-income Demographics Prior to Proposed Changes

Route	Proposed Change	Total Population	Low-income Population	Low-income Percent
9	Alignment Change	15,228	5,049	33.2%
228	Discontinuation	43,501	9,764	22.4%
451	Fare Change	15,740	3,087	19.6%
453	Discontinuation	23,540	5,459	23.2%
500	Discontinuation	10,827	2,756	25.5%
516	Discontinuation	26,689	11,331	42.5%
551	Alignment Change	0	0	0%
811	Discontinuation	16,818	6,574	39.1%
863	Discontinuation	2,222	352	15.8%
864	Alignment Change	638	88	13.8%
F401	Discontinuation	7,930	1,133	14.3%
F401	(3/4 Mile Buffer)	16,159	1,756	10.9%

Low-income Demographics After Proposed Changes

Route	Proposed Change	Total Population	Low-income Population	Low-income Percent
4	New Route	29,965	10,215	34.1%
9	Alignment Change	26,451	10,662	40.3%
451	Fare Change	16,971	3,413	20.1%
551	Alignment Change	2,442	1,215	49.8%
601	New Route	2,306	1,295	56.2%
864	Alignment Change	2,255	386	17.1%
871	New Route	5,254	666	12.7%
F453	New Route	4,454	609	13.7%
F453	(3/4 Mile Buffer)	21,646	5,876	27.1%
F620	New Route	5,841	1,387	23.7%
F620	(3/4 Mile Buffer)	23,940	8,302	34.7%

Potential Route Level Disproportionate Burdens

In reviewing the data presented, UTA has identified that routes 9, 500, 811 and 516 have the potential for a disproportionate burden borne by low-income populations due to the demographics of those impacted in accordance with UTA’s disproportionate burden policy. As with the assessment of disparate impact, several of the new routes have a low percentage of low-income populations benefitting from the addition. The previously noted reason they were not considered disparate impacts is applicable here as well.

In addressing routes 9 and 516, please see the analysis for disparate impact. The same conclusions are drawn when examining the potential disproportionate burdens. The proposed changes to route 9 also resulted in a net benefit to a larger number of low-income households. The 516 has substantial replacements available that provide a more efficient and frequent service through Glendale and Poplar Grove, which are majority minority areas.

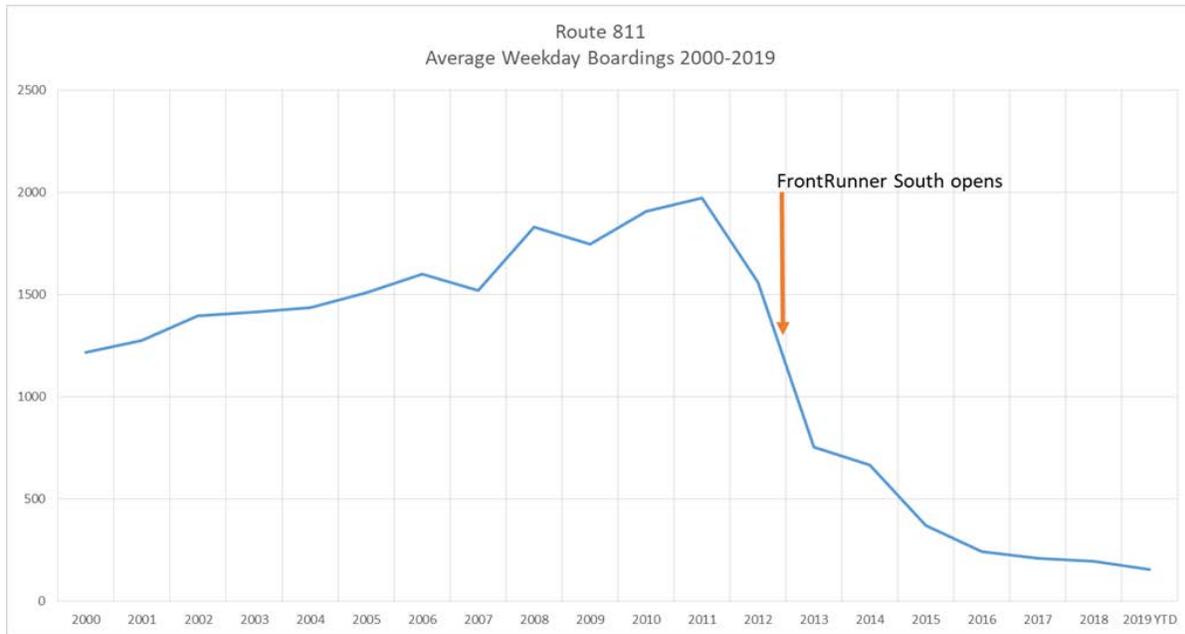
Route 500 was specifically implemented to provide service to the State Capitol Building. The proposal to eliminate the route includes some rerouting on the 200, which would increase the frequency to the capitol from 30 to 15 minutes. On weekdays, the 200 has been rerouted to cover the same route to the capitol and North Temple Station. The only difference in routing will be a detour from State Street to the Courthouse TRAX Station and back to State Street.



In considering the more frequent service that is provided to the same areas and the specificity of the route’s purpose in providing access to the State’s Capitol building, UTA did not find a disproportionate burden on the low-income population in the area.

When examining the elimination of route 811 and its potential adverse impacts on low-income populations, it is advantageous to note that this is a commuter route where much of the route is on the freeway. It had heavy ridership prior to the opening of FrontRunner South. After this,

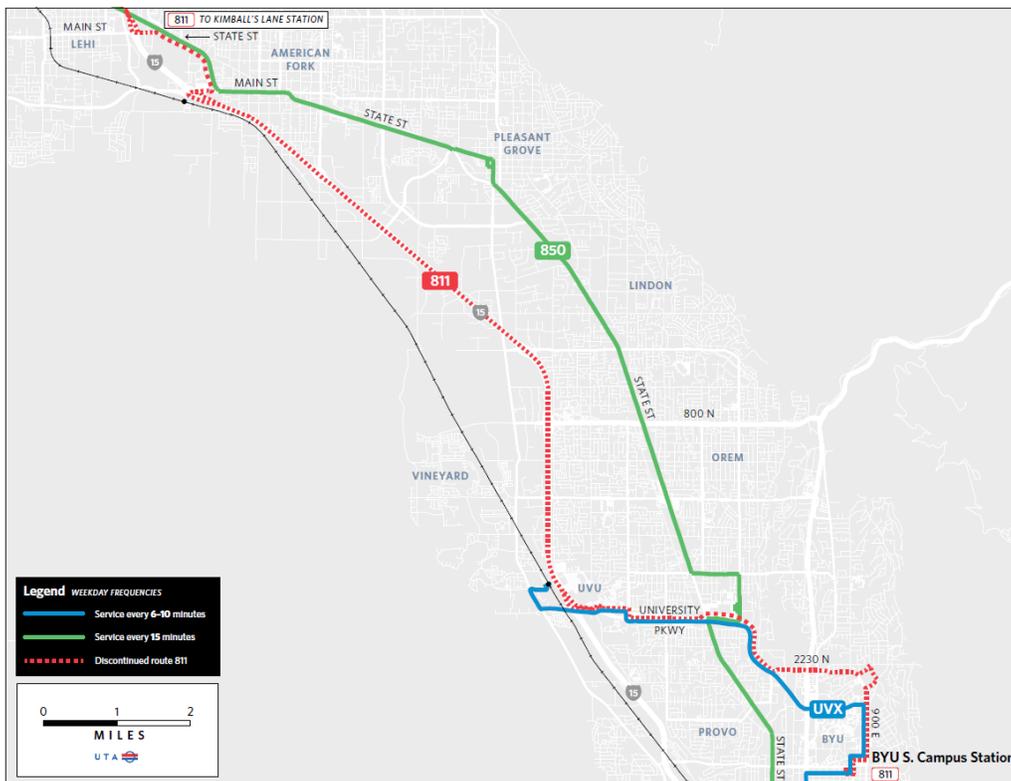
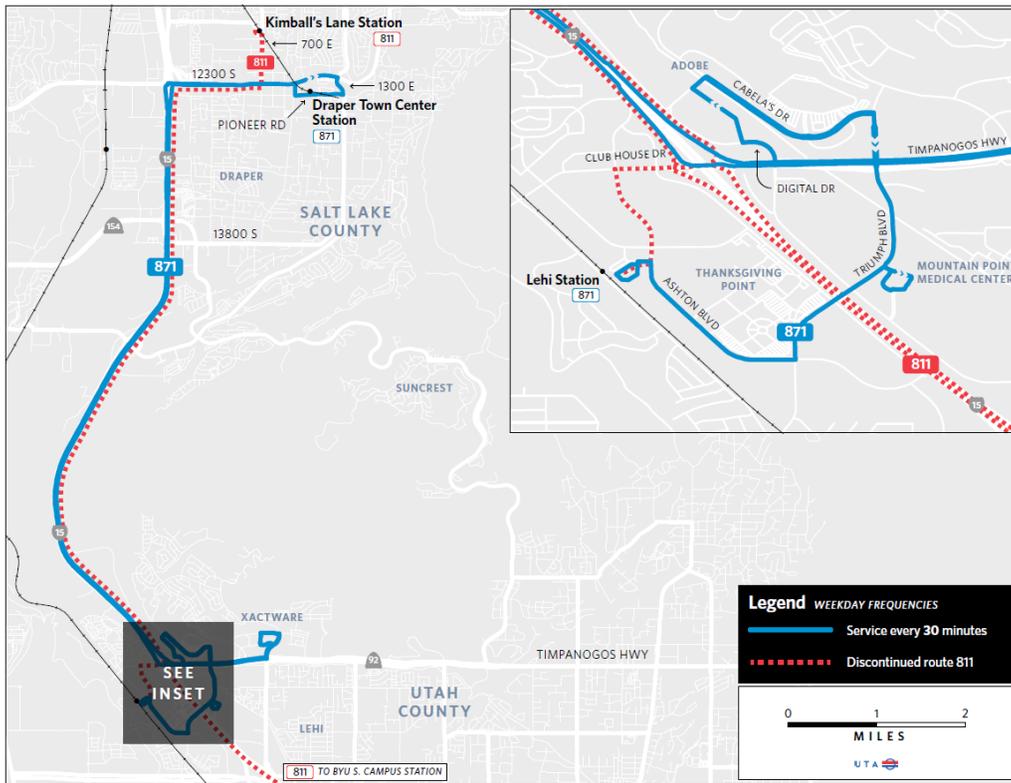
ridership dropped sharply and continues to do so, as shown in the ridership line graph below. UTA looked at average daily ridership for each month over the past 19 years which show an upward trend prior to FrontRunner South opening and then a substantial decrease that has continued to steadily move downward over time.



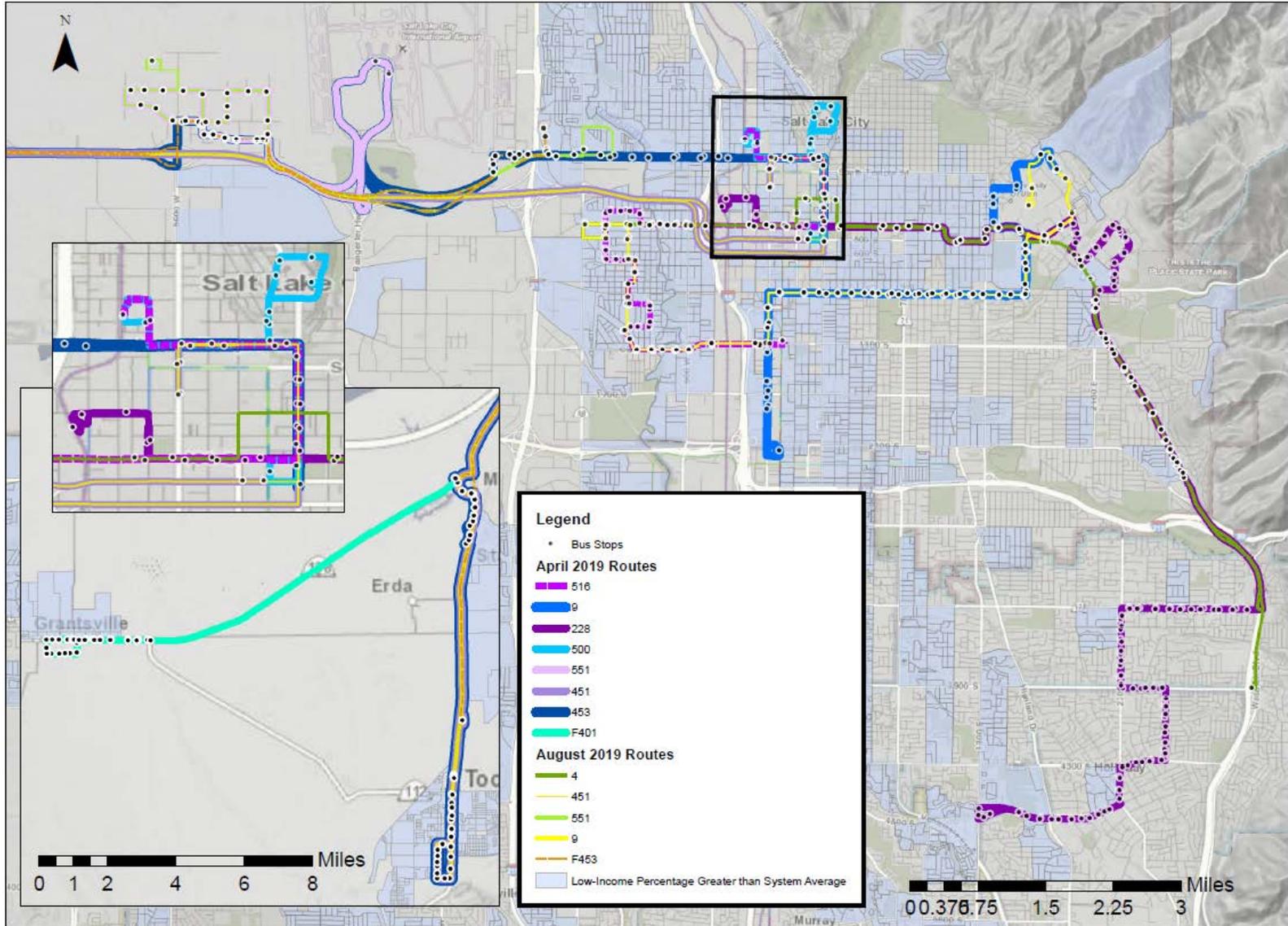
In consideration of the low ridership, FrontRunner eliminating much of the need for a commuter route, and other routes like the 850, UVX and 871, that provide better local service, it was determined that UTA would discontinue route 811. The maps on the following pages illustrates the routes replacing this service.

Ridership from on-board surveys conducted in 2015 and 2016 were also reviewed as an additional level of consideration since the 811 is a commuter route. Of those interviewed, 20.3% of the ridership was considered low-income. This is more in line with the system average and would not result in a disproportionate burden. In consideration of all of these factors, UTA does not find an adverse impact and feels there is a substantial, legitimate business reason to proceed with the change and ample alternatives even if there were.

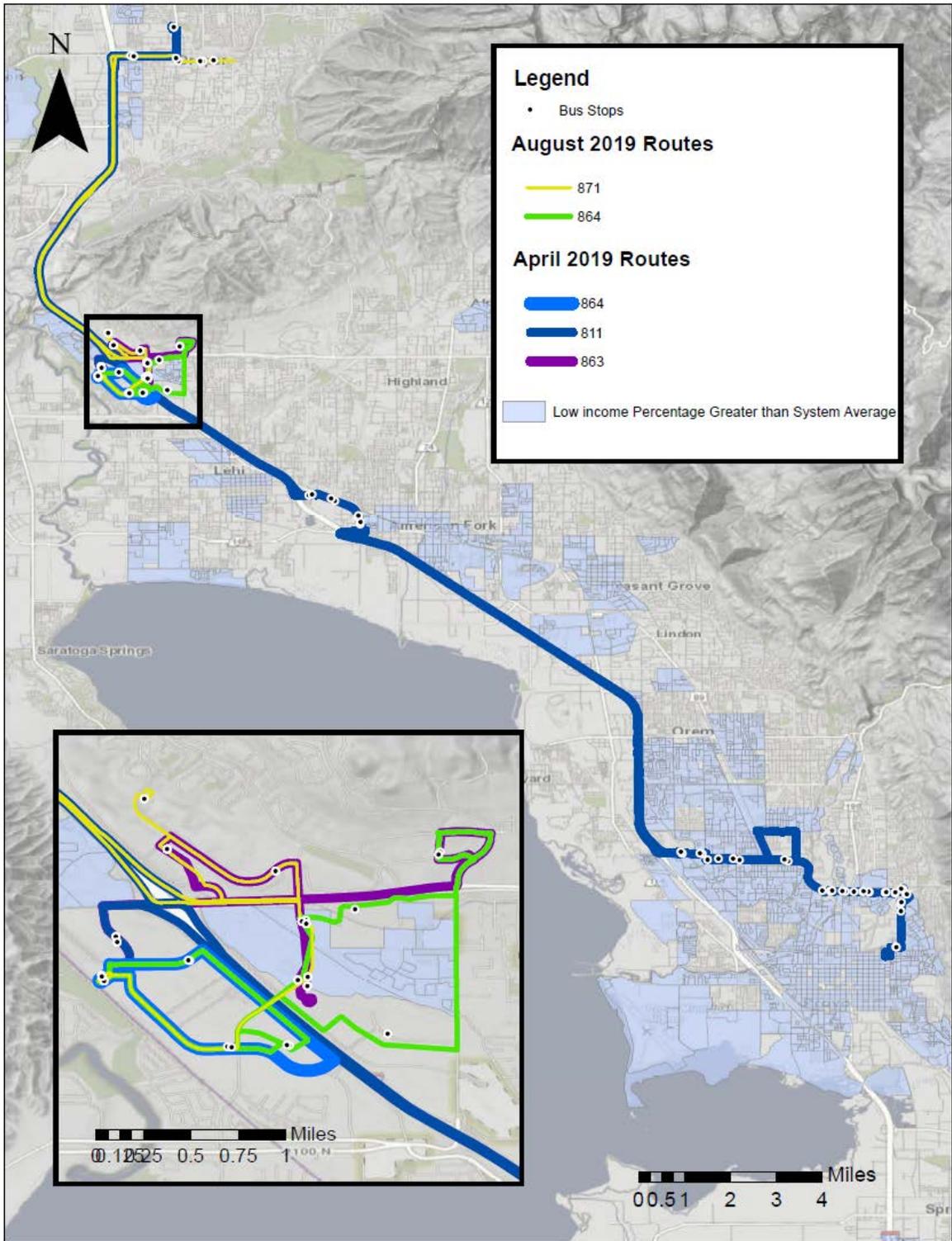
Route 811 Mitigating Routes



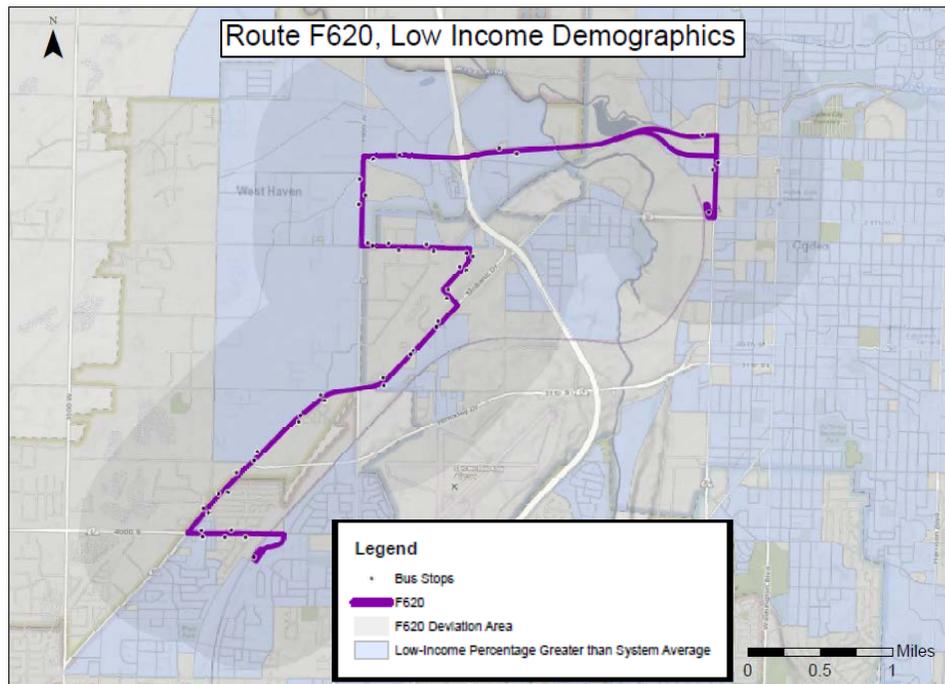
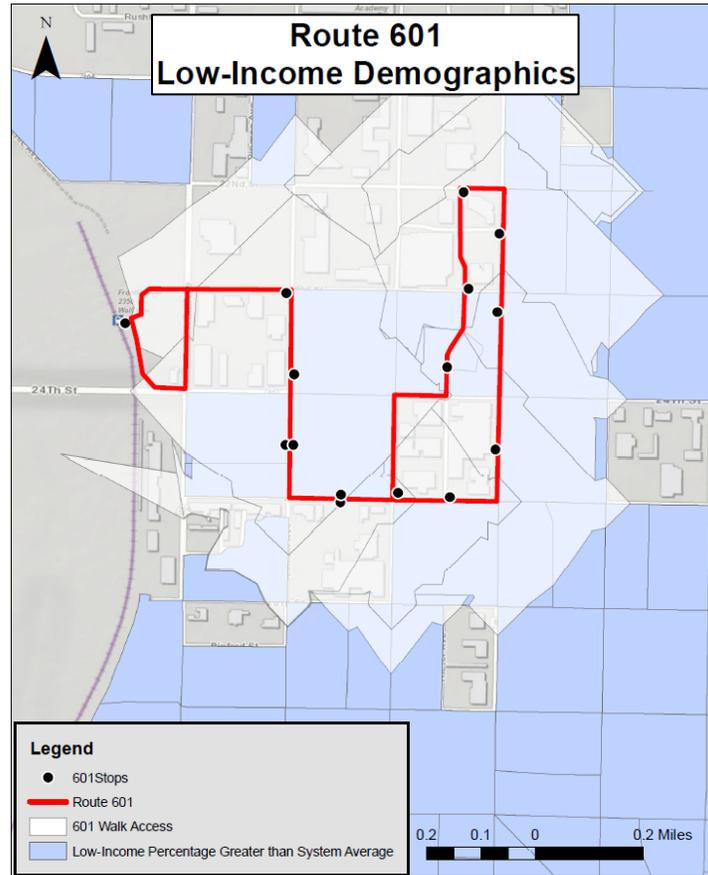
Map Showing Density of Low-Income in Salt Lake and Tooele Counties



Map Showing Density of Low-Income in Utah County



Map Showing Density of Low-Income in Weber and Davis Counties



System-Wide Impacts

UTA has stated in policy that it would measure the impacts of all major service changes cumulatively when there is more than one proposed major change for a service period change. In order to accomplish this, UTA took an aggregated total of all of the census blocks that fell within a quarter mile of all of the stops on the routes that had proposed changes. In order to measure impact, the figures presented are separated into populations as they currently stand and as they would be if all of the proposed changes were finalized. Special considerations were made to ensure that any census blocks overlapped by multiple routes were not counted twice. Below is a before and after breakdown using these parameters.

Change in System-Wide Minority Geographic Access to Transit Service

	Minority Persons	Total Population	Minority Percent
Pre-August Change	35,915	130,605	27.5%
August 2019 Proposal	35,490	107,350	33.1%
Difference	-425	-23,255	

Change in System-Wide Low-income Geographic Access to Transit Service

	Low-income Persons	Total Population	Low-income Percent
Pre-August Change	36,116	124,448	29.0%
August 2019 Proposal	32,549	102,067	31.9%
Difference	-3,567	-22,381	

As may be expected considering UTA's goal to streamline the system, the number of people within a quarter mile of the system has been reduced. Many routes were eliminated or realigned to have more direct routes, which will make the system more effective at getting people to their destinations with improved frequency and longer spans of service. However, it also eliminates some of the deviations from main roads that made the service more accessible to some neighborhoods. Despite this, it has been shown that people are willing to walk farther for more frequent, better service.

After a review the number of people that no longer fall within the quarter mile radius, it becomes evident that the people that would lose access on a system-wide level are well below the system average for both low-income and minority demographics. Only 1.8% of those that would lose access were minorities and only 15.9% were considered low-income. These numbers do not cause a system-wide concern for either a disparate impact borne by minority populations or a disproportionate burden on low-income populations.

Conclusion

Although there were some changes that had a potential route level adverse impact on low-income and minority populations, UTA has concluded that overall the changes being presented and analyzed are largely to the benefit of the communities served. When examining the overall impact of the changes, there were an estimated 23,255 people that were no longer within the quarter mile walk access that UTA has defined as those with reasonable access to a route.

Although there is a loss of walk access, the service that has taken the place of or new routes have created a more efficient and effective level of service. Additionally, the percentage of low-income and minority populations that have lost reasonable walk access to the impacted routes are 15.9% and 1.8% respectively. These low percentages are below the system average and would not indicate that any adverse impacts felt by the proposed changes are disproportionately borne by populations addressed by Title VI of the Civil Rights Act of 1964.

Appendix A – August 2019 Change Day Public Comment Report

Public Comment Report – August 2019 Change Day

Prepared by Andrea Packer, Communications Director & Public Hearing Officer

The August 2019 change day is one of the largest in UTA’s history. Changes were proposed to more than 40 routes throughout UTA’s service area. Proposed changes included several new routes and the realignment of routes. While some routes were proposed to be discontinued, they were replaced with new and realigned routes designed to increase frequency, expand service hours, and to provide more mid-day and weekend service. In addition, in partnership with Salt Lake City’s Funding our Future program, additional city resources are being applied to expand services on Routes 2, 9 and 21.

- **Utah County:** Changes proposed to Routes 806, 811, 850, 863, 864 (new route) and 871 (new route).
- **Salt Lake County:** Changes proposed to Routes 2, 2X, 3, 4 (new route), 6, 9, 11, 17, 21, 200, 213, 220, 223, 228, 313, 354,470, 500 (discontinued, replaced by Route 200), 516 (discontinued, replaced by Routes 4 and 9), 520 and 551.
- **Davis/Weber Counties:** Changes proposed to Routes 470, 601 (new route) and F620 (new route).
- **Tooele County:** Changes proposed to Routes F401 (discontinued, replaced by Route 454), 451, 453 (discontinued, replaced with Route 451), F453 (new route) and 454.

Public Outreach and Comment Period

UTA staff planned and implemented a very pro-active public outreach and comment effort to build awareness of the proposed changes among current riders and the public and to encourage meaningful and comment and feedback.

In accordance with UTA policy, a public comment period was held from March 13 – April 19, 2019. Multiple activities were conducted during this period to inform riders and the public and to obtain feedback.

Public Hearing Notices: Public hearing notices were published in the following locations. Information on the comment period and hearing was also published on UTA’s social media channels.

- UTA Website
- State of Utah Public Notice Website
- Salt Lake Tribune
- Deseret News
- Ogden Standard Examiner
- Provo Daily Herald

- Tooele Transcript Bulletin

Public Hearings/Open Houses: A total of 6 public hearings were held throughout UTA’s service area.

- April 2 from 4:30 – 6:30 p.m.: Taylorsville Library, 4870 S. 2700 W., Taylorsville
- April 3 from 4:30 – 6:30 p.m.: Utah Transit Authority, 669 W. 200 S., Salt Lake City
- April 4 from 4:30 – 7:30 p.m.: Tooele County Building, 47 S. Main Street, Tooele
- April 9 from 4:30 – 6:30 p.m.: Ogden Intermodal Hub, 2350 Wall Avenue, Ogden
- April 10 from 4:30 – 6:30 p.m.: Provo City Library, 550 N. University Avenue, Provo
- April 11 from 4:30 – 6:30 p.m.: Salt Lake Library, 210 E. 400 S., Salt Lake City
- Comments were accepted via UTA’s website, via email at hearingofficer@rideuta.com, through the mail and by phone.

Submitting Comments: Comments and feedback were accepted in multiple formats:

- At the public hearings
- Online via UTA website
- Telephone to UTA Customer Service
- Email
- U.S. Mail

Summary of Comments Received

UTA received a total of 316 comments regarding the proposed August 2019 changes. Twenty-nine percent of the comments were regarding the proposed changes in Tooele County, and 22 percent of comments were about Route 220. The comments were mixed, with comments both supporting proposed changes as well as comments expressing concern. Many comments were received about the service increases and expansion proposed for many routes. Examples of comments received include:

- **Tooele County:** comments about proposed trip times, concern about travel time in Tooele/Stansbury, and overcrowding on some trips.
- **Route 220:** comments included support for moving the route to 200 South as well as comments against moving the route. UTA also reached out to Salt Lake Regional Hospital.
- **UofU Hospital:** with the end of some routes moving out of the hospital loop, comments included concern about the increased walk time / distance from Mario Capecchi Drive.

In response to the comments received, UTA made a number of adjustments to the proposed changes and did additional outreach to educate riders about new alternatives. Examples include:

- **Tooele County:**
 - Preserved arrival time of the first Route 451 trip into downtown Salt Lake City
 - Removed low ridership stops on Route 453 to improve travel time
 - Implemented mid-day service on Route F453 to ease congestion
- **Route 200 and 516:**
 - Met with customers to educate them about alternate routes in the downtown area (Routes 6 and 11)

- **UofU Hospital:**

- Worked with the U to allow Routes 2, 6 and 11 to continue serving the hospital loop
- Expanded the layover location near the Union Building for Routes 9, 17 and 223

UTA staff briefed the Board of Trustees about the comment period and final proposals in their regular open meeting on July 10, 2019. Based on the feedback received and final analysis, the proposed service changes will be implemented on August 11, 2019.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING ESTABLISHMENT OF AN EMPLOYER-PAID DEFINED
CONTRIBUTION, 401(a) RETIREMENT PLAN**

2019-07-09

July 31, 2019

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

WHEREAS, under UTAH CODE § 17B-2a-808.2(4)(a), the Local Advisory Council of the Authority is empowered to set the compensation packages of the Trustees of the Authority;

WHEREAS, the Local Advisory Council of the Authority, at a March 20, 2019, meeting approved, in a motion and voice-vote, the establishment of an Employer-Paid Defined Contribution 401(a) Retirement Plan ("401(a) Plan") for the Trustees of the Authority;

WHEREAS, the Local Advisory Council, at that same meeting, set the contribution rate for the 401(a) Plan at 15.5% of the salary of each Trustee of the Authority;

WHEREAS, it is the Board's intent to make the 401(a) Plan an option available to the Executive Director and Chief Officer positions specified in Addendum A of the plan document, as an alternative to the Authority's current pension plan, including those serving in said positions in the future;

WHEREAS, the aforementioned positions are at-will positions susceptible to termination with little to no advance notice;

WHEREAS, the People Office of the Authority has engaged ICMA Retirement Corporation to administer the 401(a) Plan, a copy of which is attached as Exhibit A to this Resolution; and

WHEREAS, the Board of Trustees wishes to establish the 401(a) Plan and direct the Interim Executive Director, or his designee(s) to take all steps necessary to establish the 401(a) Plan for members of the Authority's Board of Trustees, Executive Director and Chief Officer positions.

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

1. That the Board hereby adopts and establishes the Employer-Paid Defined Contribution Retirement Plan described in the attached Exhibit A.

2. That the Board of Trustees hereby directs the Interim Executive Director, or his designee(s) to take all steps necessary to establish the 401(a) Plan for current or future members of the Authority's Board of Trustees as well as current or future employees serving in the Executive Director and Chief Officer positions specified in Addendum A of the plan document as an alternative to the Authority's current pension plan;
3. That this Resolution shall supersede and take precedence over any conflicting provisions of prior Resolutions;
4. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustee

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

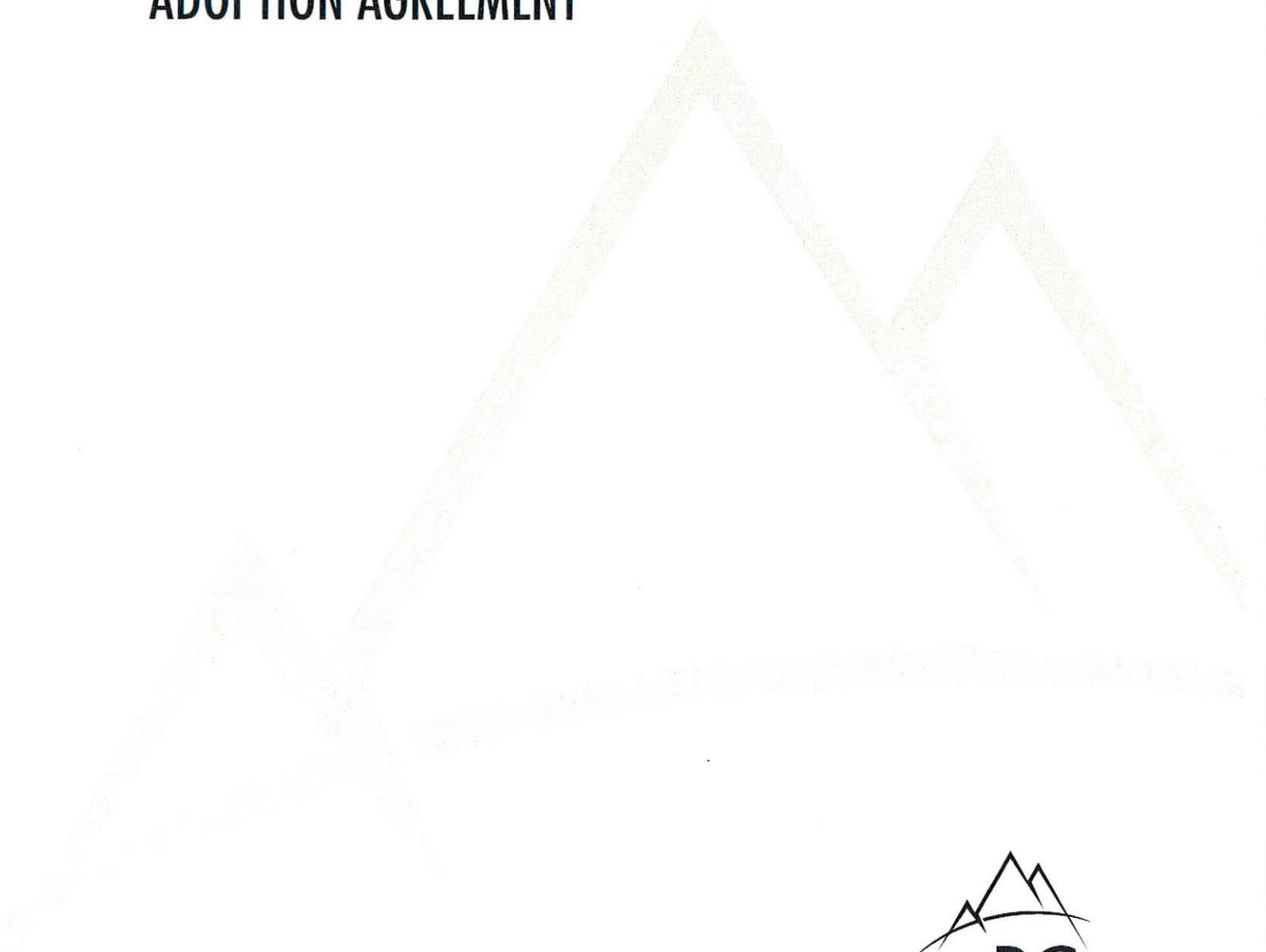
Approved As To Form:

Legal Counsel

Exhibit A

ICMA RETIREMENT CORPORATION

**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 10- 0 0 6 2

The Employer hereby establishes a Money Purchase Plan and Trust to be known as 401a Plan (MPP)
_____ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase
Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

N/A

I. Employer: Utah Transit Authority

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
01/01/2019

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on 01/01/2019 and each anniversary thereof.

IV. Normal Retirement Age shall be age 65 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See Addendums A & B

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 21 (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 15.5 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

On a Per-Pay-Period (PPP) Basis

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Through payroll deduction on a PPP (Per-Pay-Period) Basis.

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)
N/A

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
- Age 70½ (*“70½” is the default provision under the Plan if no selection is made.*)
- Alternate age (after Normal Retirement Age): _____
- Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes
- No (*“Yes” is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 31 day of July, 2019.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: Utah Transit Authority

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

By: Utah Transit Authority

Print Name: _____

Title: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

Addendum A

Eligibility Requirement per Section V Sub-Section 1

Eligible Positions

Member of Board of Trustees

Executive Director

Chief-Level Officers

Addendum B

Eligibility Requirement per Section V Sub-Section 1

Plan Selection

Eligible Participants must choose to participate in either the Defined Benefit or 401a Plan on or before their hire date. Participation in both plans is prohibited and once one plan is selected, that selection may not be reversed or changed.

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE UTAH TRANSIT AUTHORITY APPROVING THE EXECUTION
OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE
UTAH DEPARTMENT OF TRANSPORTATION
FOR TRANSFER OF TAX REVENUES TO THE AUTHORITY**

R2019-07-10

July 31, 2019

WHEREAS, the Utah Department of Transportation (“UDOT”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13- 101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, during the 2018 General Session, the State Legislature passed SB128, which amended UTAH CODE § 72-2-121, to provide for the annual transfer of twenty percent (20%) of the amount deposited into the County of the First Class Highway Projects Fund from UDOT to UTA to fund a system of public transit;

WHEREAS, UDOT and UTA have verified that the amount required under UTAH CODE § 72-2-121.3(4)(c) is available in the County of the First Class Highway Projects Fund, and that the transfer under UTAH CODE § 72-2-121(4)(e) has been made, as well that the payment under UTAH CODE § 72-2-121.3(4)(j)(i) has been made;

WHEREAS, Carlos Branceras, the Executive Director of UDOT has executed the interlocal cooperation agreement;

WHEREAS, UDOT now desires to enter into an interlocal cooperation agreement with the Authority, which is attached hereto as Exhibit A (the “Interlocal Agreement”) to formalize and effectuate the above-described transfer, as required by the statutory changes made by SB128;

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

1. The Board hereby approves the Interlocal Cooperation Agreement, attached as Exhibit A, between the Authority and the Utah Department of Transportation and authorizes the Interim Executive Director to execute the same.

Approved and adopted this 31st day of July, 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A
(Interlocal Cooperation Agreement)

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this ___ day of _____, 2019 by and between Utah Transit Authority ("UTA"), a public transit district organized pursuant to Title 17B, Chapter 2a, Part 8 of the Utah Code, Utah and the Utah Department of Transportation ("UDOT"), an agency of the State of Utah. UTA and the UDOT are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party."

W I T N E S S E T H:

WHEREAS, UTA and the UDOT are public agencies as defined by Title 11, Chapter 13 (the "Interlocal Act") of the Utah Code Annotated 1953, as amended (the "Code"), and are authorized by the Interlocal Act to cooperate on a mutually advantageous basis and as necessary to promote the general welfare of the State; and

WHEREAS, during the 2018 General Session, the Utah legislature passed SB 128. Utah Code Section 72-2-121(4)(k) (the "Statute") requires UDOT to annually transfer 20% of the amount deposited into the fund under Subsection (2)(b) to a public transit district in a county of the first class to fund a system for public transit after verifying that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and after the transfer under Subsection (4)(e), the payment under Subsection (4)(f), and the transfers under Subsections (4)(j)(i) and (ii) have been made.

WHEREAS, UDOT desires to transfer the money to UTA as required by the Statute.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Transfer from the Fund. UDOT and UTA agree as follows:

(a) After UDOT has verified the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and after the transfer under Subsection (4)(e), the payment under Subsection (4)(f), and the transfers under Subsections(4)(j)(i) and (ii) have been made, UDOT will transfer 20% of the amount deposited into the fund under Subsection (2)(b) quarterly within thirty days of the end of each calendar quarter to UTA (each such transfer hereinafter referred to as a "Fund Transfer").

(b) Once UDOT has completed the verification, UDOT hereby agrees to execute the Fund Transfer quarterly to UTA until the Statute is amended or repealed in a manner such that UTA is not the intended recipient of funding under the Statute.

(c) The initial Fund Transfer shall reflect amounts deposited on and after July 1, 2018.

2. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Code Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

3. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by the Executive Director of UDOT, and by a resolution of the governing board of UTA, all as required by Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;

(e) No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party; and

(f) As provided in Section 11-13-219 of the Interlocal Act, the Parties agree that UTA shall cause a notice of this Agreement to be published in the Deseret News and the Salt Lake Tribune, which are hereby designated by UTA as the official newspapers for all publications made under the Interlocal Act. Any person in interest may contest the legality of this Agreement for thirty (30) days after the publication of the notice of Agreement. After the thirty (30) days have passed, no one may contest the regularity, formality, or legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.

4. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the Executive Director of UDOT and by resolution of the governing board of UTA, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law,

pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each Party.

5. Counterparts. This Agreement may be executed in counterparts by the UDOT and UTA. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.

6. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. Effective Date. This Agreement shall take effect upon execution by the Parties.

8. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to UTA:

With a copy to:

If to UDOT::

Executive Director
Utah Department of Transportation
P.O. Box 141265
4501 South 2700 West
Salt Lake City, Utah 84114-1265

9. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the Fee Transfer, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

11. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

UTAH TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

Reviewed as to Proper Form and Compliance with Applicable Law:

By: 
Name: Michael L. Bell
Title: Assistant Attorney General
Counsel for UTA

UTAH DEPARTMENT OF TRANSPORTATION

By: 
Name: Carlos Bracer
Title: Executive Director

Approved as to Proper Form and Compliance with Applicable Law:


Assistant Attorney General
Utah Department of Transportation

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF LEASE-PURCHASE AGREEMENTS
FOR TRANSIT VEHICLES**

No. R2019-07-11

July 31, 2019

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;

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to manage the Authority's capital assets, which includes transit vehicles;

WHEREAS, the Board of Trustees of the Authority recognizes the need for new transit vehicles to provide new service and continue existing service.

WHEREAS, the Board of Trustees of the Authority desires to enter into a four (4) year lease-purchase agreement with Banc of America Public Capital Corp. for the lease-purchase of vanpool vehicles, attached as Exhibit A.

WHEREAS, the Board of Trustees of the Authority desires to enter into a five (5) year lease-purchase agreement with Banc of America Public Capital Corp. for the lease-purchase of paratransit vehicles, attached as Exhibit B.

WHEREAS, the Board of Trustees of the Authority wishes to enter into a twelve (12) year lease-purchase agreement with Banc of America Public Capital Corp. for the lease-purchase of bus vehicles, attached as Exhibit C.

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

1. That the Board of Trustees hereby authorizes the Executive Director and the Treasurer/Chief Financial Officer of the Authority to take all necessary steps to execute the four (4) year lease-purchase agreement attached as Exhibit A for new vanpool vehicles.
2. That the Board of Trustees hereby authorizes the Executive Director and the Treasurer/Chief Financial Officer of the Authority to take all necessary steps to execute the five (5) year lease-purchase agreement attached as Exhibit B for new paratransit vehicles.

3. That the Board of Trustees hereby authorizes the Executive Director and the Treasurer/Chief Financial Officer of the Authority to take all necessary steps to execute the twelve (12) year lease-purchase agreement attached as Exhibit C for new bus vehicles.
4. That the corporate seal be attached hereto.

Approved and adopted this 31st day of July 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

EQUIPMENT LEASE-PURCHASE AGREEMENT

(2019 – 4 Year)

This Equipment Lease-Purchase Agreement dated as of August 8, 2019, together with all amendments or supplements thereto (collectively, the “Lease”) by and between Banc of America Public Capital Corp, a corporation organized under the laws of State of Kansas (“Lessor”), and the Utah Transit Authority (the “Lessee”), a public transit district existing under the laws of the State of Utah:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISING CLAUSE; TITLE; SECURITY

Section 1.1 Agreement to Lease. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the Equipment (defined below), to have and to hold for the Term (defined below) of this Lease.

Section 1.2 Title. During the Term of this Lease, title to the Equipment will be transferred to, vested and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4 and further subject to Lessee’s right to exercise the Option provided in Article V hereof. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessee, who by this Lease appoints Lessor its irrevocable attorney in fact solely for the purpose of taking such action as is necessary to so transfer title to the Equipment to Lessor. Lessor at all times will have reasonable access to the Equipment during regular business hours for the purpose of inspection, alteration, and repair.

Section 1.3 Security. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in (i) the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment, (ii) any moneys and investments held from time to time in the Escrow Account and (iii) any and all proceeds of the foregoing. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected as provided in Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Equipment.

This Lease does not create any pledge of or lien on the revenues of the Lessee, including without limitation, the revenues pledged to any of its bonds, notes or other indebtedness and nothing in this Lease shall be construed to limit the ability of the Lessee

to issue bonds, notes or other indebtedness secured by its revenues or any of its assets other than a lien on the Equipment.

ARTICLE II

DEFINITIONS

In addition to the terms defined in Article I hereof, the terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Acquisition Amount” means \$1,960,000. The Acquisition Amount represented by the Lessee to be sufficient, together with other funds (if any) that are legally available, for the purpose to acquire and install the Equipment.

“Code” means the Internal Revenue Code of 1986 as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” shall mean the date when Lessee’s obligation to make payments commences hereunder and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Equipment” shall mean the property which Lessor is leasing to Lessee described generally in Appendix A attached hereto and as may be more fully described in each draw under the Escrow Agreement.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successor and assigns.

“Escrow Agreement” means an Escrow and Account Control Agreement (2019 – 4 Year) in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Taxability” has the meaning assigned in Section 6.1(h).

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V and attached Appendix B.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Taxable Rate” means 2.4378%.

“Tax Certificate” means the Tax Certificate to be executed by the Lessee in connection with this Lease, and attached thereto as Appendix E.

“Tax-Exempt Rental Payments” means Rental Payments related to this Lease, the interest portion of which is excludable from gross income for federal income tax purposes.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessee purchased the Equipment.

ARTICLE III

LEASE TERM

Section 3.1 Commencement. The Term of this Lease shall commence as of the Commencement Date.

Section 3.2 Duration of Lease; Nonappropriation; Nonsubstitution. The Term of this Lease will continue until midnight on the last day of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for successive additional periods of one year coextensive with Lessee’s fiscal year as set forth in Appendix B (the “Renewal Terms”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment (an “Event of Nonappropriation”) for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

If this Lease is terminated by Lessee due to an Event of Nonappropriation, the Lessee agrees not to purchase, lease or rent personal property to perform the same function or functions as those performed by the Equipment for a period of one hundred eighty (180) days succeeding such termination; provided, however, that these restrictions shall not be applicable if illegal or unenforceable under Utah law (as to which no opinion is expressed by Lessee or Lessee's counsel).

Section 3.3 Termination. This Lease will terminate upon the earliest to occur of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease wherein an Event of Nonappropriation has occurred resulting in a lack of funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) upon the payment of all rental payments and all other amounts due hereunder.

Section 3.4 Return of Equipment Upon Termination. Upon termination of this Lease pursuant to Section 3.3(a) or (c), Lessee shall return the Equipment, freight and insurance prepaid, at Lessee's expense to a location designated by the Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof. In the event that Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession and the Rental Payments through the earlier of (i) actual repossession by Lessors or (ii) 30 days from the date of termination of this Lease. Lessee's obligations under the provisions of this Section are subject to and payable solely from funds appropriated for such purpose.

Section 3.5 Delivery and Installation. Delivery and Installation specifics for the Equipment shall be performed in a reasonable and customary manner.

Section 3.6 Draw Down of Funds into Escrow Account. Upon closing of this Lease, the Lessor shall deposit \$1,960,000 into the Escrow Account.

Section 3.7 Acceptance Certificate. Upon delivery of all of the Equipment for use by the Lessee, the Lessee shall deliver the Acceptance Certificate in substantially the form of Appendix D hereto.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1 Amount. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms the Rental Payments on the dates and in the amounts set forth in Appendix B. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at Lessor's address set forth in Section 11.4 or to such other person or entity or at such other place as Lessor may from time to time designate by at least thirty (30) days advance written notice to Lessee.

Section 4.2 Portion of Rental Payments Attributable to Interest. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Appendix B.

Section 4.3 No Right to Withhold. Notwithstanding any dispute between Lessee, Lessor, or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction. The obligation of Lessee to pay Rental Payments hereunder during the Original Term and any Renewal Term is absolute and unconditional and shall not be abated for any reason, subject to the right of the Lessee to terminate this lease at the conclusion of the Original Term or any Renewal Term due to an Event of Nonappropriation.

Section 4.4 Rental Payments to Constitute a Current Obligation of the Lessee. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of the laws of the State of Utah or any section of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general credit of the Lessee or any revenues or assets of Lessee to the payment of the Rental Payments, or the interest thereon, and this Lease shall not obligate the Lessee to apply any other money to the Rental Payments or any interest thereon.

ARTICLE V

PURCHASE OF EQUIPMENT

Section 5.1 Option Purchase Price. Lessee shall have the option (the "Option") to purchase the Equipment from Lessor at a price equal to the Option Purchase Price (as set forth on Appendix B), plus accrued and unpaid interest (if any) and any rental payments due on the date of purchase.

Section 5.2 Manner of Exercise of Option. To exercise the Option, Lessee must deliver to Lessor written notice specifying the date on which the related Equipment is to be purchased, which notice must be delivered to Lessor at least thirty (30) days prior to the date of purchase specified therein. At the closing of the Option and upon payment of the Option Purchase Price, Lessor will deliver to Lessee all documents necessary to clear and release any related lien, encumbrance or security interest created by or arising through Lessor or this Lease

Section 5.3 Conditions of Exercise of Option. Lessee may purchase the Equipment pursuant to the Option only if Lessee is not in default in the payment of Rental Payments, in accordance with the provisions of this Lease (or has remedied any defaults).

Section 5.4 Termination Purchase. Upon the expiration of the Term of the Lease as stated in Section 3.3(d) and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased all of the Equipment (without the payment of additional sums and without any notice required by Section 5.2) and shall be vested with all rights and title to all of the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section 5.4, it shall deliver to Lessee the documents specified in Section 5.2.

ARTICLE VI

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE AND LESSOR

Section 6.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a public transit district, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. To the knowledge of the undersigned, there is no litigation or other proceeding challenging in any way Lessee's authority to execute this Lease and perform its obligations hereunder. To the knowledge of the undersigned, the execution and delivery of this Lease by Lessee and the performance of Lessee's obligations hereunder does not conflict with or constitute a breach of or default under, (with or without notice or lapse of time), any other instrument to which Lessee is a part.

(c) All procedures and requirements, including any public bidding requirements, required to be met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease have been met and all Rental Payments and other payment obligations will be paid out of funds legally available for such purpose.

(d) The letter attached to this Lease as Appendix C is a true opinion of Lessee's counsel.

(e) Lessee will use and service the Equipment in accordance with Vendor's written instructions, if any, provided to Lessee.

(f) During the Term of this Lease, the Lessee shall comply with the Tax Certificate, if any, and the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(g) Equipment related to Tax-Exempt Rental Payments shall be used solely by Lessee (except as otherwise permitted by the Code) and shall not be subject to any direct or indirect private business use or to make any loans.

(h) Lessee agrees that it will not take any action that would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes. Upon the occurrence of an Event of Taxability with respect to this Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the interest rate described herein shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving the interest component at the Taxable Rate. For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Lease becoming includible for federal income tax purposes in Lessor's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under this Lease has become includable in the gross income of Lessor for

federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

(i) With relation to Tax-Exempt Rental Payments, this Lease constitutes neither (i) a private activity bond, as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”) nor (ii) an arbitrage bond, as defined in Section 148 of the Code.

(j) For Tax-Exempt Rental Payments, the obligations of Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(k) With relation to Tax-Exempt Rental Payments, in compliance with Section 149(e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate (form attached as Appendix F).

(l) The Lessee covenants and certifies to and for the benefit of the Lessor that no use will be made of any of the proceeds of the issuance and sale of the Lease or any funds or accounts of the Lessee which may be deemed to be available proceeds of the Lease, pursuant to Section 148 of the Code, and applicable Treasury Regulations (promulgated or proposed) thereunder, which use, if it had been reasonably expected on the date of issuance of the Lease, would have caused the Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Lessee obligates itself to comply throughout the term of the Lease with the requirements of Section 148 of the Code and the Treasury Regulations proposed or promulgated thereunder as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Lessee further represents and covenants that, with the exception of two leases similar to this Lease entered into by Lessee and Lessor simultaneous with the execution of this Lease, no federal tax exempt bonds or other federal tax exempt evidences of indebtedness of the Lessee have been or will be issued, sold or delivered pursuant to a common plan of finance with this Lease within a period beginning 15 days prior to the pricing of the Lease and ending 15 days following the delivery of the Lease. Additional representations and covenants of the Lessee with respect to matters governed by the Code and Treasury Regulations relating to the Tax-Exempt Rental Payments, including without limitation Treasury Regulations Sections 1.148-1 through 1.148-11, Section 1.149 and Sections 1.150-1 and 1.150-2, will be set forth in the Tax Certificate attached hereto.

(m) With relation to Tax-Exempt Rental Payments, no portion of the proceeds of this Lease will be used to refund any other obligation.

(n) With relation to Tax-Exempt Rental Payments, except for capital expenditures (i) contemplated by the Declaration of Official Intent attached hereto

as Appendix G and (ii) paid after the date of the Declaration of Official Intent (or within 60 days prior to the date thereof), no proceeds of this Lease will be used to reimburse amounts expended prior to the closing date described herein.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations.

(q) The Lessee shall have available for the Lessor's inspection a copy of its audited financial statements within two hundred (200) days of its fiscal year end, unless due to circumstances reasonably outside of its control said statements cannot be completed within two hundred (200) days. In such event, unless reasonably agreed to otherwise by Lessor, audited financial statements shall be made available within two-hundred-twenty (220) days of its fiscal year end.

(r) Lessee has not directly or indirectly caused to be created any lien or encumbrance on the Equipment except the security interest granted in Section 1.3 of this Lease.

Section 6.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(i) During the Term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor or through Lessor, except upon the occurrence of the events described in Section 3.3 (a) and (c) of this Lease.

(ii) Lessee has ordered the Equipment and Lessor shall lease the same to Lessee as herein provided, Lessor's role being the facilitation of the financing of the Equipment for the Lessee. FOR PURPOSE OF THIS LEASE AND OF ANY PURCHASE OF THE EQUIPMENT EFFECTED UNDER THIS LEASE, LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT IN ANY RESPECT, AND ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL NOT BE

LIABLE TO LESSEE FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT IN THE EQUIPMENT, OR BY ANY USE OF THE EQUIPMENT, WHATSOEVER. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and authorizes Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within fifteen (15) days of the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 20 days (10 days in the case of a failure to comply with Section 10.2 hereof) after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(d) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order,

judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to an Event of Nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof and Section 10.2 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment or by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee’s expense, promptly return the Equipment to Lessor in the manner set forth in Section 3.4 hereof and Lessor may sell, lease or otherwise dispose of the Equipment;

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account;

(c) Terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) With or without terminating this Lease, declare all Rental Payments due during the Original Term or Renewal Term in effect on the date of the default to be immediately due and payable whereupon such Rental Payments shall be due and payable, but solely from legally available funds appropriated for such purpose.

Any amount realized upon a sale, lease or other disposition of the Equipment or from the exercise of any other remedies hereunder shall be applied as follows:

First: To pay all reasonable expenses of the repossession and/or disposition of the Equipment;

Second: To the payment of all principal (using for this purpose the Option Purchase Price) and interest (accrued to the date of payment) owing Lessor hereunder, and

Third: Any excess shall be returned to Lessee as an overpayment of rent hereunder.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 No Deficiency Judgment. Anything in this Lease to the contrary notwithstanding, the remedies of Lessor hereunder shall be limited to repossession and disposal of the Equipment and no judgment for any deficiency or any other amounts owing hereunder shall be entered against Lessee except with respect to the Rental Payments due during the Original Term or Renewal Term in effect on the date of the default, but then solely from legally available funds appropriated for such purpose.

Section 7.5 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

PAYMENT OF TAXES, FEES, PERMITS, AND UTILITY SERVICES

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 Permits. Lessee will obtain all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 Utilities. Lessee will pay all charges for fuel, water, steam, electricity, light, heat, power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

USE, REPAIRS, ALTERATIONS, AND LIENS

Section 9.1 Use; Personal Property. Lessee has not (or, as applicable, will not) install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure. Lessee shall comply with all license and copyright requirements of any software used in connection with the Equipment.

Section 9.2 Repairs. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 Alterations. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such miscellaneous equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease, restores the Equipment to its function and manner of operation in existence prior to the installation of such miscellaneous equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment which may be removed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 Liens. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

INDEMNIFICATION, INSURANCE, AND DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT

Section 10.1 Indemnification. Lessee shall, to the extent permitted by law, indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, to the extent caused by Lessee's negligence in the use, operation, ownership or possession of the Equipment, including claims for property damage, personal injury or wrongful death, and excluding any claims, liabilities, damages and expenses arising out of the negligent acts or omissions of Lessor. Lessee is a governmental entity under the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement may be construed as a waiver of any rights or defenses otherwise applicable to Lessee pursuant to the Act. Indemnification is limited to the amounts established in Section 63G-7-604 of the Act.

Section 10.2 Insurance. Lessee shall, at its sole discretion, either self-insure or maintain at all times during the Lease Term comprehensive general liability and property damage insurance with respect to the Lessee's operation or possession of the Equipment. The comprehensive general liability insurance limits shall be not less than the maximum limits for judgments provided for under the Governmental Immunity Act of Utah as set forth in Utah Code Ann. 63G-7-101 et seq, or any successor act, (such limits to be automatically increased as the related limits provided by State law are increased). In no event will the property insurance limits be less than the replacement cost with equipment of like kind and quality. Lessee shall furnish to Lessor a certificate of insurance or, if Lessee has self-insured, a letter or certificate regarding such self-insurance to be sent to P.O. Box 4431, Atlanta, GA 30302-4431.

Section 10.3 Damage to or Destruction of the Equipment. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent of insurance proceeds (including self-insurance) and legally available funds repair or replace (at the Lessee's sole discretion), the same at Lessee's cost within a reasonable time after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement or if sufficient amounts are not available, such proceeds will be paid to Lessor to the extent of the then remaining principal balance of the related Rental Payments

of this Lease plus accrued interest to the date of payment. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Assignment and Sublease by Lessee. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment or the title thereto such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 Assignment by Lessor. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) written notice of any such assignment, transfer or other disposition is given to Lessee at least ten (10) days prior thereto (except that any assignment of this Lease at the time of execution thereof may be made by written notice at the time of execution); and (2) prior to any such assignment, transfer or other disposition, the name, address and the Federal Tax I.D. number of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease. Lessor shall pay all costs of such transfer and shall be responsible for notice to Lessee and provision to Lessee of the name, address and Federal Tax I.D. number of the assignee. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or fails to satisfy any representations, covenant, warranty, or obligation under this Lease, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation on Lessee's behalf, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon at a rate of the interest rate then in effect on this Lease plus 5% or the maximum amount permitted by law, whichever is less, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 Addresses. All notices to be given under this Lease will be made in writing and mailed by registered or certified mail, return receipt requested, (a) if to Lessee, at the Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101, Attention: Treasurer, and if to Lessor, at Global Corporation and Commercial Banking Client Services, 555 California Street, 4th Floor, M/C CA5-705-04-01, San Francisco, California

94104, until either Lessee or Lessor gives written notice to the other specifying a different address.

Section 11.5 Manner of Payment. All payments by Lessee to Lessor hereunder will be made by check or fed wire transfer, or by other manner mutually acceptable to Lessor and Lessee.

Section 11.6 Nonwaiver. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 Severance Clause. Any provision in this Lease which is prohibited by law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 Amendments. This Lease may be amended only by a written document signed by Lessor and Lessee.

Section 11.10 Inurement. Subject to the restrictions in Sections 11.1 and 11.2 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 Governing Law. This Lease is governed by the laws of the State of Utah, without giving effect to any choice of laws rules.

Section 11.12 Prevailing Party. In the event an action or other proceeding is filed with respect to the rights and obligations of the parties to this Lease, any judgment rendered in such action or proceeding shall, to the extent permitted by law, include a sum for attorney's fees in favor of the prevailing party.

Section 11.13 Offset. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment.

Section 11.14 Interest. If any Rental Payment or other amount payable hereunder is not paid within 15 days of its due date, Lessee shall pay to Lessor, solely from and to the extent of legally available funds appropriated for such purpose, an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

Section 11.15 Nature of this Agreement. Lessor and Lessee agree that it is their intention that, (a) for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and (b) Lessor neither has nor will have any equity in the Equipment.

EXECUTED as of this August 8, 2019.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Steve Meyer
Title: Interim Executive Director

By: _____
Name: Robert K. Biles
Title: Treasurer and Chief Financial Officer

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

APPENDIX A

Description of Equipment: 52 Vanpool Van replacements
Closing Date: August 8, 2019
Commencement Date: August 8, 2019
Principal Amount: \$1,960,000
Interest Rate or Rates: 1.91%
Prepayment Options: The lease is subject to prepayment in whole or in part at the option of the Lessee on August 8, 2021 or on any date thereafter, at the price of 100% of the remaining principal balance of the lease, as shown on <u>Appendix B</u> hereto.
Acquisition Period: Twenty-four (24) months from Commencement Date.

APPENDIX B

Rental Payments
(4 Year Lease Term)

<u>Date</u>	<u>Total Payment</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Remaining Principal Balance</u>	<u>Purchase Option Price</u>
8/8/2019	\$ 0.00	\$ 0.00	\$ 0.00	\$1,960,000.00	N/A
9/8/2019	42,445.50	3,119.67	39,325.83	1,920,674.17	N/A
10/8/2019	42,445.50	3,057.07	39,388.43	1,881,285.74	N/A
11/8/2019	42,445.50	2,994.38	39,451.12	1,841,834.62	N/A
12/8/2019	42,445.50	2,931.59	39,513.91	1,802,320.71	N/A
1/8/2020	42,445.50	2,868.69	39,576.80	1,762,743.91	N/A
2/8/2020	42,445.50	2,805.70	39,639.80	1,723,104.11	N/A
3/8/2020	42,445.50	2,742.61	39,702.89	1,683,401.22	N/A
4/8/2020	42,445.50	2,679.41	39,766.09	1,643,635.13	N/A
5/8/2020	42,445.50	2,616.12	39,829.38	1,603,805.75	N/A
6/8/2020	42,445.50	2,552.72	39,892.77	1,563,912.98	N/A
7/8/2020	42,445.50	2,489.23	39,956.27	1,523,956.71	N/A
8/8/2020	42,445.50	2,425.63	40,019.87	1,483,936.84	N/A
9/8/2020	42,445.50	2,361.93	40,083.57	1,443,853.27	N/A
10/8/2020	42,445.50	2,298.13	40,147.37	1,403,705.91	N/A
11/8/2020	42,445.50	2,234.23	40,211.27	1,363,494.64	N/A
12/8/2020	42,445.50	2,170.23	40,275.27	1,323,219.37	N/A
1/8/2021	42,445.50	2,106.12	40,339.37	1,282,880.00	N/A
2/8/2021	42,445.50	2,041.92	40,403.58	1,242,476.42	N/A
3/8/2021	42,445.50	1,977.61	40,467.89	1,202,008.52	N/A
4/8/2021	42,445.50	1,913.20	40,532.30	1,161,476.22	N/A
5/8/2021	42,445.50	1,848.68	40,596.82	1,120,879.41	N/A
6/8/2021	42,445.50	1,784.07	40,661.43	1,080,217.98	N/A
7/8/2021	42,445.50	1,719.35	40,726.15	1,039,491.82	N/A
8/8/2021	42,445.50	1,654.52	40,790.97	998,700.85	\$998,700.85
9/8/2021	42,445.50	1,589.60	40,855.90	957,844.95	957,844.95
10/8/2021	42,445.50	1,524.57	40,920.93	916,924.02	916,924.02
11/8/2021	42,445.50	1,459.44	40,986.06	875,937.96	875,937.96
12/8/2021	42,445.50	1,394.20	41,051.30	834,886.66	834,886.66
1/8/2022	42,445.50	1,328.86	41,116.64	793,770.02	793,770.02
2/8/2022	42,445.50	1,263.42	41,182.08	752,587.94	752,587.94
3/8/2022	42,445.50	1,197.87	41,247.63	711,340.31	711,340.31
4/8/2022	42,445.50	1,132.22	41,313.28	670,027.03	670,027.03
5/8/2022	42,445.50	1,066.46	41,379.04	628,647.99	628,647.99
6/8/2022	42,445.50	1,000.60	41,444.90	587,203.09	587,203.09
7/8/2022	42,445.50	934.63	41,510.87	545,692.22	545,692.22
8/8/2022	42,445.50	868.56	41,576.94	504,115.29	504,115.29
9/8/2022	42,445.50	802.38	41,643.12	462,472.17	462,472.17
10/8/2022	42,445.50	736.10	41,709.40	420,762.77	420,762.77
11/8/2022	42,445.50	669.71	41,775.78	378,986.99	378,986.99
12/8/2022	42,445.50	603.22	41,842.28	337,144.71	337,144.71
1/8/2023	42,445.50	536.62	41,908.88	295,235.83	295,235.83

2/8/2023	\$42,445.50	\$469.92	\$41,975.58	\$253,260.25	\$253,260.25
3/8/2023	42,445.50	403.11	42,042.39	211,217.86	211,217.86
4/8/2023	42,445.50	336.19	42,109.31	169,108.55	169,108.55
5/8/2023	42,445.50	269.16	42,176.33	126,932.21	126,932.21
6/8/2023	42,445.50	202.03	42,243.46	84,688.75	84,688.75
7/8/2023	42,445.50	134.80	42,310.70	42,378.05	42,378.05
8/8/2023	42,445.50	67.45	42,378.05	0.00	0.00

APPENDIX C

OPINION OF LESSEE'S COUNSEL

[PLACE ON LETTERHEAD OF ATTORNEY GENERAL'S OFFICE]

Date: August 8, 2019

To: Banc of America Public Capital Corp
555 California Street, 4th Floor
M/C CA5-705-04-01
San Francisco, California 94104

As counsel for the Utah Transit Authority (the "Lessee"), our office has examined duly executed originals of the three Equipment Lease-Purchase Agreements (collectively, the "Lease"), each dated August 8, 2019, between the Lessee and Banc of America Public Capital Corp (the "Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public transit district legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

APPENDIX D

ACCEPTANCE CERTIFICATE

To: Banc of America Public Capital Corp

Reference is made to the Equipment Lease-Purchase Agreement (2019 - 4 Year) between the undersigned Utah Transit Authority (the "Lessee") and Banc of America Public Capital Corp (the "Lessor"), dated August 8, 2019 (the "Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. [The serial or vehicle identification number for each item of Equipment which is set forth on Appendix A to the Lease is correct.]

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

DATE: _____, 20__

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

Witness

APPENDIX E
TAX CERTIFICATE

APPENDIX F
FORM 8038-G

APPENDIX G

DECLARATION OF OFFICIAL INTENT

APPENDIX H
ESCROW AGREEMENT

Exhibit B

EQUIPMENT LEASE-PURCHASE AGREEMENT

(2019 – 5 Year)

This Equipment Lease-Purchase Agreement dated as of August 8, 2019, together with all amendments or supplements thereto (collectively, the “Lease”) by and between Banc of America Public Capital Corp, a corporation organized under the laws of State of Kansas (“Lessor”), and the Utah Transit Authority (the “Lessee”), a public transit district existing under the laws of the State of Utah:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISING CLAUSE; TITLE; SECURITY

Section 1.1 Agreement to Lease. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the Equipment (defined below), to have and to hold for the Term (defined below) of this Lease.

Section 1.2 Title. During the Term of this Lease, title to the Equipment will be transferred to, vested and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4 and further subject to Lessee’s right to exercise the Option provided in Article V hereof. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessee, who by this Lease appoints Lessor its irrevocable attorney in fact solely for the purpose of taking such action as is necessary to so transfer title to the Equipment to Lessor. Lessor at all times will have reasonable access to the Equipment during regular business hours for the purpose of inspection, alteration, and repair.

Section 1.3 Security. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in (i) the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment, (ii) any moneys and investments held from time to time in the Escrow Account and (iii) any and all proceeds of the foregoing. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected as provided in Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Equipment.

This Lease does not create any pledge of or lien on the revenues of the Lessee, including without limitation, the revenues pledged to any of its bonds, notes or other indebtedness and nothing in this Lease shall be construed to limit the ability of the Lessee

to issue bonds, notes or other indebtedness secured by its revenues or any of its assets other than a lien on the Equipment.

ARTICLE II

DEFINITIONS

In addition to the terms defined in Article I hereof, the terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Acquisition Amount” means \$2,730,000. The Acquisition Amount represented by the Lessee to be sufficient, together with other funds (if any) that are legally available, for the purpose to acquire and install the Equipment.

“Code” means the Internal Revenue Code of 1986 as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” shall mean the date when Lessee’s obligation to make payments commences hereunder and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Equipment” shall mean the property which Lessor is leasing to Lessee described generally in Appendix A attached hereto and as may be more fully described in each draw under the Escrow Agreement.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successor and assigns.

“Escrow Agreement” means an Escrow and Account Control Agreement (2019 – 5 Year) in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Taxability” has the meaning assigned in Section 6.1(h).

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V and attached Appendix B.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Taxable Rate” means 2.4378%.

“Tax Certificate” means the Tax Certificate to be executed by the Lessee in connection with this Lease, and attached thereto as Appendix E.

“Tax-Exempt Rental Payments” means Rental Payments related to this Lease, the interest portion of which is excludable from gross income for federal income tax purposes.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessee purchased the Equipment.

ARTICLE III

LEASE TERM

Section 3.1 Commencement. The Term of this Lease shall commence as of the Commencement Date.

Section 3.2 Duration of Lease; Nonappropriation; Nonsubstitution. The Term of this Lease will continue until midnight on the last day of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for successive additional periods of one year coextensive with Lessee’s fiscal year as set forth in Appendix B (the “Renewal Terms”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment (an “Event of Nonappropriation”) for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

If this Lease is terminated by Lessee due to an Event of Nonappropriation, the Lessee agrees not to purchase, lease or rent personal property to perform the same function or functions as those performed by the Equipment for a period of one hundred eighty (180) days succeeding such termination; provided, however, that these restrictions shall not be applicable if illegal or unenforceable under Utah law (as to which no opinion is expressed by Lessee or Lessee's counsel).

Section 3.3 Termination. This Lease will terminate upon the earliest to occur of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease wherein an Event of Nonappropriation has occurred resulting in a lack of funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) upon the payment of all rental payments and all other amounts due hereunder.

Section 3.4 Return of Equipment Upon Termination. Upon termination of this Lease pursuant to Section 3.3(a) or (c), Lessee shall return the Equipment, freight and insurance prepaid, at Lessee's expense to a location designated by the Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof. In the event that Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession and the Rental Payments through the earlier of (i) actual repossession by Lessors or (ii) 30 days from the date of termination of this Lease. Lessee's obligations under the provisions of this Section are subject to and payable solely from funds appropriated for such purpose.

Section 3.5 Delivery and Installation. Delivery and Installation specifics for the Equipment shall be performed in a reasonable and customary manner.

Section 3.6 Draw Down of Funds into Escrow Account. Upon closing of this Lease, the Lessor shall deposit \$2,730,000 into the Escrow Account.

Section 3.7 Acceptance Certificate. Upon delivery of all of the Equipment for use by the Lessee, the Lessee shall deliver the Acceptance Certificate in substantially the form of Appendix D hereto.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1 Amount. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms the Rental Payments on the dates and in the amounts set forth in Appendix B. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at Lessor's address set forth in Section 11.4 or to such other person or entity or at such other place as Lessor may from time to time designate by at least thirty (30) days advance written notice to Lessee.

Section 4.2 Portion of Rental Payments Attributable to Interest. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Appendix B.

Section 4.3 No Right to Withhold. Notwithstanding any dispute between Lessee, Lessor, or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction. The obligation of Lessee to pay Rental Payments hereunder during the Original Term and any Renewal Term is absolute and unconditional and shall not be abated for any reason, subject to the right of the Lessee to terminate this lease at the conclusion of the Original Term or any Renewal Term due to an Event of Nonappropriation.

Section 4.4 Rental Payments to Constitute a Current Obligation of the Lessee. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of the laws of the State of Utah or any section of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general credit of the Lessee or any revenues or assets of Lessee to the payment of the Rental Payments, or the interest thereon, and this Lease shall not obligate the Lessee to apply any other money to the Rental Payments or any interest thereon.

ARTICLE V

PURCHASE OF EQUIPMENT

Section 5.1 Option Purchase Price. Lessee shall have the option (the "Option") to purchase the Equipment from Lessor at a price equal to the Option Purchase Price (as set forth on Appendix B), plus accrued and unpaid interest (if any) and any rental payments due on the date of purchase.

Section 5.2 Manner of Exercise of Option. To exercise the Option, Lessee must deliver to Lessor written notice specifying the date on which the related Equipment is to be purchased, which notice must be delivered to Lessor at least thirty (30) days prior to the date of purchase specified therein. At the closing of the Option and upon payment of the Option Purchase Price, Lessor will deliver to Lessee all documents necessary to clear and release any related lien, encumbrance or security interest created by or arising through Lessor or this Lease

Section 5.3 Conditions of Exercise of Option. Lessee may purchase the Equipment pursuant to the Option only if Lessee is not in default in the payment of Rental Payments, in accordance with the provisions of this Lease (or has remedied any defaults).

Section 5.4 Termination Purchase. Upon the expiration of the Term of the Lease as stated in Section 3.3(d) and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased all of the Equipment (without the payment of additional sums and without any notice required by Section 5.2) and shall be vested with all rights and title to all of the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section 5.4, it shall deliver to Lessee the documents specified in Section 5.2.

ARTICLE VI

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE AND LESSOR

Section 6.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a public transit district, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. To the knowledge of the undersigned, there is no litigation or other proceeding challenging in any way Lessee's authority to execute this Lease and perform its obligations hereunder. To the knowledge of the undersigned, the execution and delivery of this Lease by Lessee and the performance of Lessee's obligations hereunder does not conflict with or constitute a breach of or default under, (with or without notice or lapse of time), any other instrument to which Lessee is a part.

(c) All procedures and requirements, including any public bidding requirements, required to be met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease have been met and all Rental Payments and other payment obligations will be paid out of funds legally available for such purpose.

(d) The letter attached to this Lease as Appendix C is a true opinion of Lessee's counsel.

(e) Lessee will use and service the Equipment in accordance with Vendor's written instructions, if any, provided to Lessee.

(f) During the Term of this Lease, the Lessee shall comply with the Tax Certificate, if any, and the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(g) Equipment related to Tax-Exempt Rental Payments shall be used solely by Lessee (except as otherwise permitted by the Code) and shall not be subject to any direct or indirect private business use or to make any loans.

(h) Lessee agrees that it will not take any action that would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes. Upon the occurrence of an Event of Taxability with respect to this Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the interest rate described herein shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving the interest component at the Taxable Rate. For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Lease becoming includible for federal income tax purposes in Lessor's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under this Lease has become includable in the gross income of Lessor for

federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

(i) With relation to Tax-Exempt Rental Payments, this Lease constitutes neither (i) a private activity bond, as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”) nor (ii) an arbitrage bond, as defined in Section 148 of the Code.

(j) For Tax-Exempt Rental Payments, the obligations of Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(k) With relation to Tax-Exempt Rental Payments, in compliance with Section 149(e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate (form attached as Appendix F).

(l) The Lessee covenants and certifies to and for the benefit of the Lessor that no use will be made of any of the proceeds of the issuance and sale of the Lease or any funds or accounts of the Lessee which may be deemed to be available proceeds of the Lease, pursuant to Section 148 of the Code, and applicable Treasury Regulations (promulgated or proposed) thereunder, which use, if it had been reasonably expected on the date of issuance of the Lease, would have caused the Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Lessee obligates itself to comply throughout the term of the Lease with the requirements of Section 148 of the Code and the Treasury Regulations proposed or promulgated thereunder as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Lessee further represents and covenants that, with the exception of two leases similar to this Lease entered into by Lessee and Lessor simultaneous with the execution of this Lease, no federal tax exempt bonds or other federal tax exempt evidences of indebtedness of the Lessee have been or will be issued, sold or delivered pursuant to a common plan of finance with this Lease within a period beginning 15 days prior to the pricing of the Lease and ending 15 days following the delivery of the Lease. Additional representations and covenants of the Lessee with respect to matters governed by the Code and Treasury Regulations relating to the Tax-Exempt Rental Payments, including without limitation Treasury Regulations Sections 1.148-1 through 1.148-11, Section 1.149 and Sections 1.150-1 and 1.150-2, will be set forth in the Tax Certificate attached hereto.

(m) With relation to Tax-Exempt Rental Payments, no portion of the proceeds of this Lease will be used to refund any other obligation.

(n) With relation to Tax-Exempt Rental Payments, except for capital expenditures (i) contemplated by the Declaration of Official Intent attached hereto

as Appendix G and (ii) paid after the date of the Declaration of Official Intent (or within 60 days prior to the date thereof), no proceeds of this Lease will be used to reimburse amounts expended prior to the closing date described herein.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations.

(q) The Lessee shall have available for the Lessor's inspection a copy of its audited financial statements within two hundred (200) days of its fiscal year end, unless due to circumstances reasonably outside of its control said statements cannot be completed within two hundred (200) days. In such event, unless reasonably agreed to otherwise by Lessor, audited financial statements shall be made available within two-hundred-twenty (220) days of its fiscal year end.

(r) Lessee has not directly or indirectly caused to be created any lien or encumbrance on the Equipment except the security interest granted in Section 1.3 of this Lease.

Section 6.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(i) During the Term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor or through Lessor, except upon the occurrence of the events described in Section 3.3 (a) and (c) of this Lease.

(ii) Lessee has ordered the Equipment and Lessor shall lease the same to Lessee as herein provided, Lessor's role being the facilitation of the financing of the Equipment for the Lessee. FOR PURPOSE OF THIS LEASE AND OF ANY PURCHASE OF THE EQUIPMENT EFFECTED UNDER THIS LEASE, LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT IN ANY RESPECT, AND ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL NOT BE

LIABLE TO LESSEE FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT IN THE EQUIPMENT, OR BY ANY USE OF THE EQUIPMENT, WHATSOEVER. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and authorizes Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within fifteen (15) days of the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 20 days (10 days in the case of a failure to comply with Section 10.2 hereof) after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(d) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order,

judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to an Event of Nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof and Section 10.2 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment or by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee’s expense, promptly return the Equipment to Lessor in the manner set forth in Section 3.4 hereof and Lessor may sell, lease or otherwise dispose of the Equipment;

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account;

(c) Terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) With or without terminating this Lease, declare all Rental Payments due during the Original Term or Renewal Term in effect on the date of the default to be immediately due and payable whereupon such Rental Payments shall be due and payable, but solely from legally available funds appropriated for such purpose.

Any amount realized upon a sale, lease or other disposition of the Equipment or from the exercise of any other remedies hereunder shall be applied as follows:

First: To pay all reasonable expenses of the repossession and/or disposition of the Equipment;

Second: To the payment of all principal (using for this purpose the Option Purchase Price) and interest (accrued to the date of payment) owing Lessor hereunder, and

Third: Any excess shall be returned to Lessee as an overpayment of rent hereunder.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 No Deficiency Judgment. Anything in this Lease to the contrary notwithstanding, the remedies of Lessor hereunder shall be limited to repossession and disposal of the Equipment and no judgment for any deficiency or any other amounts owing hereunder shall be entered against Lessee except with respect to the Rental Payments due during the Original Term or Renewal Term in effect on the date of the default, but then solely from legally available funds appropriated for such purpose.

Section 7.5 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

PAYMENT OF TAXES, FEES, PERMITS, AND UTILITY SERVICES

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 Permits. Lessee will obtain all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 Utilities. Lessee will pay all charges for fuel, water, steam, electricity, light, heat, power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

USE, REPAIRS, ALTERATIONS, AND LIENS

Section 9.1 Use; Personal Property. Lessee has not (or, as applicable, will not) install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure. Lessee shall comply with all license and copyright requirements of any software used in connection with the Equipment.

Section 9.2 Repairs. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 Alterations. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such miscellaneous equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease, restores the Equipment to its function and manner of operation in existence prior to the installation of such miscellaneous equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment which may be removed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 Liens. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

INDEMNIFICATION, INSURANCE, AND DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT

Section 10.1 Indemnification. Lessee shall, to the extent permitted by law, indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, to the extent caused by Lessee's negligence in the use, operation, ownership or possession of the Equipment, including claims for property damage, personal injury or wrongful death, and excluding any claims, liabilities, damages and expenses arising out of the negligent acts or omissions of Lessor. Lessee is a governmental entity under the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement may be construed as a waiver of any rights or defenses otherwise applicable to Lessee pursuant to the Act. Indemnification is limited to the amounts established in Section 63G-7-604 of the Act.

Section 10.2 Insurance. Lessee shall, at its sole discretion, either self-insure or maintain at all times during the Lease Term comprehensive general liability and property damage insurance with respect to the Lessee's operation or possession of the Equipment. The comprehensive general liability insurance limits shall be not less than the maximum limits for judgments provided for under the Governmental Immunity Act of Utah as set forth in Utah Code Ann. 63G-7-101 et seq, or any successor act, (such limits to be automatically increased as the related limits provided by State law are increased). In no event will the property insurance limits be less than the replacement cost with equipment of like kind and quality. Lessee shall furnish to Lessor a certificate of insurance or, if Lessee has self-insured, a letter or certificate regarding such self-insurance to be sent to P.O. Box 4431, Atlanta, GA 30302-4431.

Section 10.3 Damage to or Destruction of the Equipment. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent of insurance proceeds (including self-insurance) and legally available funds repair or replace (at the Lessee's sole discretion), the same at Lessee's cost within a reasonable time after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement or if sufficient amounts are not available, such proceeds will be paid to Lessor to the extent of the then remaining principal balance of the related Rental Payments

of this Lease plus accrued interest to the date of payment. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Assignment and Sublease by Lessee. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment or the title thereto such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 Assignment by Lessor. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) written notice of any such assignment, transfer or other disposition is given to Lessee at least ten (10) days prior thereto (except that any assignment of this Lease at the time of execution thereof may be made by written notice at the time of execution); and (2) prior to any such assignment, transfer or other disposition, the name, address and the Federal Tax I.D. number of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease. Lessor shall pay all costs of such transfer and shall be responsible for notice to Lessee and provision to Lessee of the name, address and Federal Tax I.D. number of the assignee. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or fails to satisfy any representations, covenant, warranty, or obligation under this Lease, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation on Lessee's behalf, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon at a rate of the interest rate then in effect on this Lease plus 5% or the maximum amount permitted by law, whichever is less, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 Addresses. All notices to be given under this Lease will be made in writing and mailed by registered or certified mail, return receipt requested, (a) if to Lessee, at the Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101, Attention: Treasurer, and if to Lessor, at Global Corporation and Commercial Banking Client Services, 555 California Street, 4th Floor, M/C CA5-705-04-01, San Francisco, California

94104, until either Lessee or Lessor gives written notice to the other specifying a different address.

Section 11.5 Manner of Payment. All payments by Lessee to Lessor hereunder will be made by check or fed wire transfer, or by other manner mutually acceptable to Lessor and Lessee.

Section 11.6 Nonwaiver. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 Severance Clause. Any provision in this Lease which is prohibited by law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 Amendments. This Lease may be amended only by a written document signed by Lessor and Lessee.

Section 11.10 Inurement. Subject to the restrictions in Sections 11.1 and 11.2 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 Governing Law. This Lease is governed by the laws of the State of Utah, without giving effect to any choice of laws rules.

Section 11.12 Prevailing Party. In the event an action or other proceeding is filed with respect to the rights and obligations of the parties to this Lease, any judgment rendered in such action or proceeding shall, to the extent permitted by law, include a sum for attorney's fees in favor of the prevailing party.

Section 11.13 Offset. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment.

Section 11.14 Interest. If any Rental Payment or other amount payable hereunder is not paid within 15 days of its due date, Lessee shall pay to Lessor, solely from and to the extent of legally available funds appropriated for such purpose, an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

Section 11.15 Nature of this Agreement. Lessor and Lessee agree that it is their intention that, (a) for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and (b) Lessor neither has nor will have any equity in the Equipment.

EXECUTED as of this August 8, 2019.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Steve Meyer
Title: Interim Executive Director

By: _____
Name: Robert K. Biles
Title: Treasurer and Chief Financial Officer

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

APPENDIX A

Description of Equipment: 30 Paratransit replacements
Closing Date: August 8, 2019
Commencement Date: August 8, 2019
Principal Amount: \$2,730,000
Interest Rate or Rates: 1.91%
Prepayment Options: The lease is subject to prepayment in whole or in part at the option of the Lessee on February 8, 2022 or on any date thereafter, at the price of 100% of the remaining principal balance of the lease, as shown on <u>Appendix B</u> hereto.
Acquisition Period: Twenty-four (24) months from Commencement Date.

APPENDIX B

Rental Payments
(5 Year Lease Term)

<u>Date</u>	<u>Total Payment</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Remaining Principal Balance</u>	<u>Purchase Option Price</u>
8/8/2019	\$ 0.00	\$ 0.00	\$ 0.00	\$2,730,000.00	N/A
9/8/2019	47,743.37	4,345.24	43,398.13	2,686,601.87	N/A
10/8/2019	47,743.37	4,276.17	43,467.20	2,643,134.67	N/A
11/8/2019	47,743.37	4,206.98	43,536.39	2,599,598.28	N/A
12/8/2019	47,743.37	4,137.69	43,605.68	2,555,992.60	N/A
1/8/2020	47,743.37	4,068.28	43,675.09	2,512,317.51	N/A
2/8/2020	47,743.37	3,998.76	43,744.61	2,468,572.90	N/A
3/8/2020	47,743.37	3,929.14	43,814.23	2,424,758.67	N/A
4/8/2020	47,743.37	3,859.40	43,883.97	2,380,874.70	N/A
5/8/2020	47,743.37	3,789.55	43,953.82	2,336,920.89	N/A
6/8/2020	47,743.37	3,719.59	44,023.78	2,292,897.11	N/A
7/8/2020	47,743.37	3,649.52	44,093.85	2,248,803.26	N/A
8/8/2020	47,743.37	3,579.34	44,164.03	2,204,639.23	N/A
9/8/2020	47,743.37	3,509.04	44,234.33	2,160,404.90	N/A
10/8/2020	47,743.37	3,438.64	44,304.73	2,116,100.17	N/A
11/8/2020	47,743.37	3,368.12	44,375.25	2,071,724.92	N/A
12/8/2020	47,743.37	3,297.49	44,445.88	2,027,279.04	N/A
1/8/2021	47,743.37	3,226.75	44,516.62	1,982,762.42	N/A
2/8/2021	47,743.37	3,155.89	44,587.48	1,938,174.94	N/A
3/8/2021	47,743.37	3,084.92	44,658.45	1,893,516.49	N/A
4/8/2021	47,743.37	3,013.84	44,729.53	1,848,786.96	N/A
5/8/2021	47,743.37	2,942.65	44,800.72	1,803,986.24	N/A
6/8/2021	47,743.37	2,871.34	44,872.03	1,759,114.21	N/A
7/8/2021	47,743.37	2,799.92	44,943.45	1,714,170.76	N/A
8/8/2021	47,743.37	2,728.38	45,014.99	1,669,155.77	N/A
9/8/2021	47,743.37	2,656.73	45,086.64	1,624,069.14	N/A
10/8/2021	47,743.37	2,584.97	45,158.40	1,578,910.74	N/A
11/8/2021	47,743.37	2,513.10	45,230.27	1,533,680.46	N/A
12/8/2021	47,743.37	2,441.10	45,302.27	1,488,378.20	N/A
1/8/2022	47,743.37	2,369.00	45,374.37	1,443,003.83	N/A
2/8/2022	47,743.37	2,296.78	45,446.59	1,397,557.23	\$1,397,557.23
3/8/2022	47,743.37	2,224.44	45,518.93	1,352,038.30	1,352,038.30
4/8/2022	47,743.37	2,151.99	45,591.38	1,306,446.93	1,306,446.93
5/8/2022	47,743.37	2,079.42	45,663.95	1,260,782.98	1,260,782.98
6/8/2022	47,743.37	2,006.74	45,736.63	1,215,046.35	1,215,046.35
7/8/2022	47,743.37	1,933.95	45,809.42	1,169,236.93	1,169,236.93
8/8/2022	47,743.37	1,861.03	45,882.34	1,123,354.59	1,123,354.59
9/8/2022	47,743.37	1,788.00	45,955.37	1,077,399.22	1,077,399.22
10/8/2022	47,743.37	1,714.86	46,028.51	1,031,370.71	1,031,370.71
11/8/2022	47,743.37	1,641.60	46,101.77	985,268.94	985,268.94
12/8/2022	47,743.37	1,568.22	46,175.15	939,093.78	939,093.78

1/8/2023	\$47,743.37	\$1,494.72	\$46,248.65	\$892,845.13	\$892,845.13
2/8/2023	47,743.37	1,421.11	46,322.26	846,522.87	846,522.87
3/8/2023	47,743.37	1,347.38	46,395.99	800,126.88	800,126.88
4/8/2023	47,743.37	1,273.53	46,469.84	753,657.05	753,657.05
5/8/2023	47,743.37	1,199.57	46,543.80	707,113.24	707,113.24
6/8/2023	47,743.37	1,125.49	46,617.88	660,495.36	660,495.36
7/8/2023	47,743.37	1,051.29	46,692.08	613,803.28	613,803.28
8/8/2023	47,743.37	976.97	46,766.40	567,036.88	567,036.88
9/8/2023	47,743.37	902.53	46,840.84	520,196.04	520,196.04
10/8/2023	47,743.37	827.98	46,915.39	473,280.65	473,280.65
11/8/2023	47,743.37	753.30	46,990.07	426,290.58	426,290.58
12/8/2023	47,743.37	678.51	47,064.86	379,225.72	379,225.72
1/8/2024	47,743.37	603.60	47,139.77	332,085.95	332,085.95
2/8/2024	47,743.37	528.57	47,214.80	284,871.15	284,871.15
3/8/2024	47,743.37	453.42	47,289.95	237,581.20	237,581.20
4/8/2024	47,743.37	378.15	47,365.22	190,215.98	190,215.98
5/8/2024	47,743.37	302.76	47,440.61	142,775.37	142,775.37
6/8/2024	47,743.37	227.25	47,516.12	95,259.25	95,259.25
7/8/2024	47,743.37	151.62	47,591.75	47,667.50	47,667.50
8/8/2024	47,743.37	75.87	47,667.50	0.00	0.00

APPENDIX C

OPINION OF LESSEE'S COUNSEL

[PLACE ON LETTERHEAD OF ATTORNEY GENERAL'S OFFICE]

Date: August 8, 2019

To: Banc of America Public Capital Corp
555 California Street, 4th Floor
M/C CA5-705-04-01
San Francisco, California 94104

As counsel for the Utah Transit Authority (the "Lessee"), our office has examined duly executed originals of the three Equipment Lease-Purchase Agreements (collectively, the "Lease"), each dated August 8, 2019, between the Lessee and Banc of America Public Capital Corp (the "Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public transit district legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

APPENDIX D

ACCEPTANCE CERTIFICATE

To: Banc of America Public Capital Corp

Reference is made to the Equipment Lease-Purchase Agreement (2019 - 5 Year) between the undersigned Utah Transit Authority (the "Lessee") and Banc of America Public Capital Corp (the "Lessor"), dated August 8, 2019 (the "Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. [The serial or vehicle identification number for each item of Equipment which is set forth on Appendix A to the Lease is correct.]

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

DATE: _____, 20__

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

Witness

APPENDIX E
TAX CERTIFICATE

APPENDIX F
FORM 8038-G

APPENDIX G

DECLARATION OF OFFICIAL INTENT

APPENDIX H
ESCROW AGREEMENT

Exhibit C

EQUIPMENT LEASE-PURCHASE AGREEMENT

(2019 – 12 Year)

This Equipment Lease-Purchase Agreement dated as of August 8, 2019, together with all amendments or supplements thereto (collectively, the “Lease”) by and between Banc of America Public Capital Corp, a corporation organized under the laws of State of Kansas (“Lessor”), and the Utah Transit Authority (the “Lessee”), a public transit district existing under the laws of the State of Utah:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISING CLAUSE; TITLE; SECURITY

Section 1.1 Agreement to Lease. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the Equipment (defined below), to have and to hold for the Term (defined below) of this Lease.

Section 1.2 Title. During the Term of this Lease, title to the Equipment will be transferred to, vested and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4 and further subject to Lessee’s right to exercise the Option provided in Article V hereof. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessee, who by this Lease appoints Lessor its irrevocable attorney in fact solely for the purpose of taking such action as is necessary to so transfer title to the Equipment to Lessor. Lessor at all times will have reasonable access to the Equipment during regular business hours for the purpose of inspection, alteration, and repair.

Section 1.3 Security. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in (i) the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment, (ii) any moneys and investments held from time to time in the Escrow Account and (iii) any and all proceeds of the foregoing. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected as provided in Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Equipment.

This Lease does not create any pledge of or lien on the revenues of the Lessee, including without limitation, the revenues pledged to any of its bonds, notes or other indebtedness and nothing in this Lease shall be construed to limit the ability of the Lessee

to issue bonds, notes or other indebtedness secured by its revenues or any of its assets other than a lien on the Equipment.

ARTICLE II

DEFINITIONS

In addition to the terms defined in Article I hereof, the terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Acquisition Amount” means \$5,190,000. The Acquisition Amount represented by the Lessee to be sufficient, together with other funds (if any) that are legally available, for the purpose to acquire and install the Equipment.

“Code” means the Internal Revenue Code of 1986 as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” shall mean the date when Lessee’s obligation to make payments commences hereunder and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Equipment” shall mean the property which Lessor is leasing to Lessee described generally in Appendix A attached hereto and as may be more fully described in each draw under the Escrow Agreement.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successor and assigns.

“Escrow Agreement” means an Escrow and Account Control Agreement (2019 – 12 Year) in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Taxability” has the meaning assigned in Section 6.1(h).

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V and attached Appendix B.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Taxable Rate” means 2.8334%.

“Tax Certificate” means the Tax Certificate to be executed by the Lessee in connection with this Lease, and attached thereto as Appendix E.

“Tax-Exempt Rental Payments” means Rental Payments related to this Lease, the interest portion of which is excludable from gross income for federal income tax purposes.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessee purchased the Equipment.

ARTICLE III

LEASE TERM

Section 3.1 Commencement. The Term of this Lease shall commence as of the Commencement Date.

Section 3.2 Duration of Lease; Nonappropriation; Nonsubstitution. The Term of this Lease will continue until midnight on the last day of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for successive additional periods of one year coextensive with Lessee’s fiscal year as set forth in Appendix B (the “Renewal Terms”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment (an “Event of Nonappropriation”) for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

If this Lease is terminated by Lessee due to an Event of Nonappropriation, the Lessee agrees not to purchase, lease or rent personal property to perform the same function or functions as those performed by the Equipment for a period of one hundred eighty (180) days succeeding such termination; provided, however, that these restrictions shall not be applicable if illegal or unenforceable under Utah law (as to which no opinion is expressed by Lessee or Lessee's counsel).

Section 3.3 Termination. This Lease will terminate upon the earliest to occur of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease wherein an Event of Nonappropriation has occurred resulting in a lack of funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) upon the payment of all rental payments and all other amounts due hereunder.

Section 3.4 Return of Equipment Upon Termination. Upon termination of this Lease pursuant to Section 3.3(a) or (c), Lessee shall return the Equipment, freight and insurance prepaid, at Lessee's expense to a location designated by the Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof. In the event that Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession and the Rental Payments through the earlier of (i) actual repossession by Lessors or (ii) 30 days from the date of termination of this Lease. Lessee's obligations under the provisions of this Section are subject to and payable solely from funds appropriated for such purpose.

Section 3.5 Delivery and Installation. Delivery and Installation specifics for the Equipment shall be performed in a reasonable and customary manner.

Section 3.6 Draw Down of Funds into Escrow Account. Upon closing of this Lease, the Lessor shall deposit \$5,190,000 into the Escrow Account.

Section 3.7 Acceptance Certificate. Upon delivery of all of the Equipment for use by the Lessee, the Lessee shall deliver the Acceptance Certificate in substantially the form of Appendix D hereto.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1 Amount. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms the Rental Payments on the dates and in the amounts set forth in Appendix B. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at Lessor's address set forth in Section 11.4 or to such other person or entity or at such other place as Lessor may from time to time designate by at least thirty (30) days advance written notice to Lessee.

Section 4.2 Portion of Rental Payments Attributable to Interest. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Appendix B.

Section 4.3 No Right to Withhold. Notwithstanding any dispute between Lessee, Lessor, or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction. The obligation of Lessee to pay Rental Payments hereunder during the Original Term and any Renewal Term is absolute and unconditional and shall not be abated for any reason, subject to the right of the Lessee to terminate this lease at the conclusion of the Original Term or any Renewal Term due to an Event of Nonappropriation.

Section 4.4 Rental Payments to Constitute a Current Obligation of the Lessee. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of the laws of the State of Utah or any section of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general credit of the Lessee or any revenues or assets of Lessee to the payment of the Rental Payments, or the interest thereon, and this Lease shall not obligate the Lessee to apply any other money to the Rental Payments or any interest thereon.

ARTICLE V

PURCHASE OF EQUIPMENT

Section 5.1 Option Purchase Price. Lessee shall have the option (the "Option") to purchase the Equipment from Lessor at a price equal to the Option Purchase Price (as set forth on Appendix B), plus accrued and unpaid interest (if any) and any rental payments due on the date of purchase.

Section 5.2 Manner of Exercise of Option. To exercise the Option, Lessee must deliver to Lessor written notice specifying the date on which the related Equipment is to be purchased, which notice must be delivered to Lessor at least thirty (30) days prior to the date of purchase specified therein. At the closing of the Option and upon payment of the Option Purchase Price, Lessor will deliver to Lessee all documents necessary to clear and release any related lien, encumbrance or security interest created by or arising through Lessor or this Lease

Section 5.3 Conditions of Exercise of Option. Lessee may purchase the Equipment pursuant to the Option only if Lessee is not in default in the payment of Rental Payments, in accordance with the provisions of this Lease (or has remedied any defaults).

Section 5.4 Termination Purchase. Upon the expiration of the Term of the Lease as stated in Section 3.3(d) and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased all of the Equipment (without the payment of additional sums and without any notice required by Section 5.2) and shall be vested with all rights and title to all of the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section 5.4, it shall deliver to Lessee the documents specified in Section 5.2.

ARTICLE VI

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE AND LESSOR

Section 6.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a public transit district, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. To the knowledge of the undersigned, there is no litigation or other proceeding challenging in any way Lessee's authority to execute this Lease and perform its obligations hereunder. To the knowledge of the undersigned, the execution and delivery of this Lease by Lessee and the performance of Lessee's obligations hereunder does not conflict with or constitute a breach of or default under, (with or without notice or lapse of time), any other instrument to which Lessee is a part.

(c) All procedures and requirements, including any public bidding requirements, required to be met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease have been met and all Rental Payments and other payment obligations will be paid out of funds legally available for such purpose.

(d) The letter attached to this Lease as Appendix C is a true opinion of Lessee's counsel.

(e) Lessee will use and service the Equipment in accordance with Vendor's written instructions, if any, provided to Lessee.

(f) During the Term of this Lease, the Lessee shall comply with the Tax Certificate, if any, and the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(g) Equipment related to Tax-Exempt Rental Payments shall be used solely by Lessee (except as otherwise permitted by the Code) and shall not be subject to any direct or indirect private business use or to make any loans.

(h) Lessee agrees that it will not take any action that would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes. Upon the occurrence of an Event of Taxability with respect to this Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the interest rate described herein shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving the interest component at the Taxable Rate. For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Lease becoming includible for federal income tax purposes in Lessor's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under this Lease has become includable in the gross income of Lessor for

federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

(i) With relation to Tax-Exempt Rental Payments, this Lease constitutes neither (i) a private activity bond, as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”) nor (ii) an arbitrage bond, as defined in Section 148 of the Code.

(j) For Tax-Exempt Rental Payments, the obligations of Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(k) With relation to Tax-Exempt Rental Payments, in compliance with Section 149(e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate (form attached as Appendix F).

(l) The Lessee covenants and certifies to and for the benefit of the Lessor that no use will be made of any of the proceeds of the issuance and sale of the Lease or any funds or accounts of the Lessee which may be deemed to be available proceeds of the Lease, pursuant to Section 148 of the Code, and applicable Treasury Regulations (promulgated or proposed) thereunder, which use, if it had been reasonably expected on the date of issuance of the Lease, would have caused the Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Lessee obligates itself to comply throughout the term of the Lease with the requirements of Section 148 of the Code and the Treasury Regulations proposed or promulgated thereunder as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Lessee further represents and covenants that, with the exception of two leases similar to this Lease entered into by Lessee and Lessor simultaneous with the execution of this Lease, no federal tax exempt bonds or other federal tax exempt evidences of indebtedness of the Lessee have been or will be issued, sold or delivered pursuant to a common plan of finance with this Lease within a period beginning 15 days prior to the pricing of the Lease and ending 15 days following the delivery of the Lease. Additional representations and covenants of the Lessee with respect to matters governed by the Code and Treasury Regulations relating to the Tax-Exempt Rental Payments, including without limitation Treasury Regulations Sections 1.148-1 through 1.148-11, Section 1.149 and Sections 1.150-1 and 1.150-2, will be set forth in the Tax Certificate attached hereto.

(m) With relation to Tax-Exempt Rental Payments, no portion of the proceeds of this Lease will be used to refund any other obligation.

(n) With relation to Tax-Exempt Rental Payments, except for capital expenditures (i) contemplated by the Declaration of Official Intent attached hereto

as Appendix G and (ii) paid after the date of the Declaration of Official Intent (or within 60 days prior to the date thereof), no proceeds of this Lease will be used to reimburse amounts expended prior to the closing date described herein.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations.

(q) The Lessee shall have available for the Lessor's inspection a copy of its audited financial statements within two hundred (200) days of its fiscal year end, unless due to circumstances reasonably outside of its control said statements cannot be completed within two hundred (200) days. In such event, unless reasonably agreed to otherwise by Lessor, audited financial statements shall be made available within two-hundred-twenty (220) days of its fiscal year end.

(r) Lessee has not directly or indirectly caused to be created any lien or encumbrance on the Equipment except the security interest granted in Section 1.3 of this Lease.

Section 6.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(i) During the Term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor or through Lessor, except upon the occurrence of the events described in Section 3.3 (a) and (c) of this Lease.

(ii) Lessee has ordered the Equipment and Lessor shall lease the same to Lessee as herein provided, Lessor's role being the facilitation of the financing of the Equipment for the Lessee. FOR PURPOSE OF THIS LEASE AND OF ANY PURCHASE OF THE EQUIPMENT EFFECTED UNDER THIS LEASE, LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT IN ANY RESPECT, AND ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL NOT BE

LIABLE TO LESSEE FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT IN THE EQUIPMENT, OR BY ANY USE OF THE EQUIPMENT, WHATSOEVER. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and authorizes Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within fifteen (15) days of the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 20 days (10 days in the case of a failure to comply with Section 10.2 hereof) after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(d) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order,

judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to an Event of Nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof and Section 10.2 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment or by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee’s expense, promptly return the Equipment to Lessor in the manner set forth in Section 3.4 hereof and Lessor may sell, lease or otherwise dispose of the Equipment;

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account;

(c) Terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) With or without terminating this Lease, declare all Rental Payments due during the Original Term or Renewal Term in effect on the date of the default to be immediately due and payable whereupon such Rental Payments shall be due and payable, but solely from legally available funds appropriated for such purpose.

Any amount realized upon a sale, lease or other disposition of the Equipment or from the exercise of any other remedies hereunder shall be applied as follows:

First: To pay all reasonable expenses of the repossession and/or disposition of the Equipment;

Second: To the payment of all principal (using for this purpose the Option Purchase Price) and interest (accrued to the date of payment) owing Lessor hereunder, and

Third: Any excess shall be returned to Lessee as an overpayment of rent hereunder.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 No Deficiency Judgment. Anything in this Lease to the contrary notwithstanding, the remedies of Lessor hereunder shall be limited to repossession and disposal of the Equipment and no judgment for any deficiency or any other amounts owing hereunder shall be entered against Lessee except with respect to the Rental Payments due during the Original Term or Renewal Term in effect on the date of the default, but then solely from legally available funds appropriated for such purpose.

Section 7.5 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

PAYMENT OF TAXES, FEES, PERMITS, AND UTILITY SERVICES

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 Permits. Lessee will obtain all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 Utilities. Lessee will pay all charges for fuel, water, steam, electricity, light, heat, power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

USE, REPAIRS, ALTERATIONS, AND LIENS

Section 9.1 Use; Personal Property. Lessee has not (or, as applicable, will not) install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure. Lessee shall comply with all license and copyright requirements of any software used in connection with the Equipment.

Section 9.2 Repairs. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 Alterations. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such miscellaneous equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease, restores the Equipment to its function and manner of operation in existence prior to the installation of such miscellaneous equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment which may be removed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 Liens. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

INDEMNIFICATION, INSURANCE, AND DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT

Section 10.1 Indemnification. Lessee shall, to the extent permitted by law, indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, to the extent caused by Lessee's negligence in the use, operation, ownership or possession of the Equipment, including claims for property damage, personal injury or wrongful death, and excluding any claims, liabilities, damages and expenses arising out of the negligent acts or omissions of Lessor. Lessee is a governmental entity under the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement may be construed as a waiver of any rights or defenses otherwise applicable to Lessee pursuant to the Act. Indemnification is limited to the amounts established in Section 63G-7-604 of the Act.

Section 10.2 Insurance. Lessee shall, at its sole discretion, either self-insure or maintain at all times during the Lease Term comprehensive general liability and property damage insurance with respect to the Lessee's operation or possession of the Equipment. The comprehensive general liability insurance limits shall be not less than the maximum limits for judgments provided for under the Governmental Immunity Act of Utah as set forth in Utah Code Ann. 63G-7-101 et seq, or any successor act, (such limits to be automatically increased as the related limits provided by State law are increased). In no event will the property insurance limits be less than the replacement cost with equipment of like kind and quality. Lessee shall furnish to Lessor a certificate of insurance or, if Lessee has self-insured, a letter or certificate regarding such self-insurance to be sent to P.O. Box 4431, Atlanta, GA 30302-4431.

Section 10.3 Damage to or Destruction of the Equipment. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent of insurance proceeds (including self-insurance) and legally available funds repair or replace (at the Lessee's sole discretion), the same at Lessee's cost within a reasonable time after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement or if sufficient amounts are not available, such proceeds will be paid to Lessor to the extent of the then remaining principal balance of the related Rental Payments

of this Lease plus accrued interest to the date of payment. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Assignment and Sublease by Lessee. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment or the title thereto such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 Assignment by Lessor. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) written notice of any such assignment, transfer or other disposition is given to Lessee at least ten (10) days prior thereto (except that any assignment of this Lease at the time of execution thereof may be made by written notice at the time of execution); and (2) prior to any such assignment, transfer or other disposition, the name, address and the Federal Tax I.D. number of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease. Lessor shall pay all costs of such transfer and shall be responsible for notice to Lessee and provision to Lessee of the name, address and Federal Tax I.D. number of the assignee. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or fails to satisfy any representations, covenant, warranty, or obligation under this Lease, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation on Lessee's behalf, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon at a rate of the interest rate then in effect on this Lease plus 5% or the maximum amount permitted by law, whichever is less, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 Addresses. All notices to be given under this Lease will be made in writing and mailed by registered or certified mail, return receipt requested, (a) if to Lessee, at the Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101, Attention: Treasurer, and if to Lessor, at Global Corporation and Commercial Banking Client Services, 555 California Street, 4th Floor, M/C CA5-705-04-01, San Francisco, California

94104, until either Lessee or Lessor gives written notice to the other specifying a different address.

Section 11.5 Manner of Payment. All payments by Lessee to Lessor hereunder will be made by check or fed wire transfer, or by other manner mutually acceptable to Lessor and Lessee.

Section 11.6 Nonwaiver. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 Severance Clause. Any provision in this Lease which is prohibited by law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 Amendments. This Lease may be amended only by a written document signed by Lessor and Lessee.

Section 11.10 Inurement. Subject to the restrictions in Sections 11.1 and 11.2 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 Governing Law. This Lease is governed by the laws of the State of Utah, without giving effect to any choice of laws rules.

Section 11.12 Prevailing Party. In the event an action or other proceeding is filed with respect to the rights and obligations of the parties to this Lease, any judgment rendered in such action or proceeding shall, to the extent permitted by law, include a sum for attorney's fees in favor of the prevailing party.

Section 11.13 Offset. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment.

Section 11.14 Interest. If any Rental Payment or other amount payable hereunder is not paid within 15 days of its due date, Lessee shall pay to Lessor, solely from and to the extent of legally available funds appropriated for such purpose, an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

Section 11.15 Nature of this Agreement. Lessor and Lessee agree that it is their intention that, (a) for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and (b) Lessor neither has nor will have any equity in the Equipment.

EXECUTED as of this August 8, 2019.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Steve Meyer
Title: Interim Executive Director

By: _____
Name: Robert K. Biles
Title: Treasurer and Chief Financial Officer

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

APPENDIX A

Description of Equipment: 10 Replacement Buses
Closing Date: August 8, 2019
Commencement Date: August 8, 2019
Principal Amount: \$5,190,000
Interest Rate or Rates: 2.22%
Prepayment Options: The lease is subject to prepayment in whole or in part at the option of the Lessee on August 8, 2025 or on any date thereafter, at the price of 100% of the remaining principal balance of the lease, as shown on <u>Appendix B</u> hereto.
Acquisition Period: Twenty-four (24) months from Commencement Date.

APPENDIX B

Rental Payments
(12 Year Lease Term)

<u>Date</u>	<u>Total Payment</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Remaining Principal Balance</u>	<u>Purchase Option Price</u>
8/8/2019	\$ 0.00	\$ 0.00	\$ 0.00	\$5,190,000.00	N/A
9/8/2019	41,088.45	9,601.50	31,486.95	5,158,513.05	N/A
10/8/2019	41,088.45	9,543.25	31,545.20	5,126,967.85	N/A
11/8/2019	41,088.45	9,484.89	31,603.56	5,095,364.29	N/A
12/8/2019	41,088.45	9,426.42	31,662.03	5,063,702.26	N/A
1/8/2020	41,088.45	9,367.85	31,720.60	5,031,981.66	N/A
2/8/2020	41,088.45	9,309.17	31,779.28	5,000,202.38	N/A
3/8/2020	41,088.45	9,250.37	31,838.08	4,968,364.30	N/A
4/8/2020	41,088.45	9,191.47	31,896.98	4,936,467.32	N/A
5/8/2020	41,088.45	9,132.46	31,955.99	4,904,511.34	N/A
6/8/2020	41,088.45	9,073.35	32,015.10	4,872,496.23	N/A
7/8/2020	41,088.45	9,014.12	32,074.33	4,840,421.90	N/A
8/8/2020	41,088.45	8,954.78	32,133.67	4,808,288.23	N/A
9/8/2020	41,088.45	8,895.33	32,193.12	4,776,095.11	N/A
10/8/2020	41,088.45	8,835.78	32,252.67	4,743,842.44	N/A
11/8/2020	41,088.45	8,776.11	32,312.34	4,711,530.10	N/A
12/8/2020	41,088.45	8,716.33	32,372.12	4,679,157.98	N/A
1/8/2021	41,088.45	8,656.44	32,432.01	4,646,725.97	N/A
2/8/2021	41,088.45	8,596.44	32,492.01	4,614,233.96	N/A
3/8/2021	41,088.45	8,536.33	32,552.12	4,581,681.84	N/A
4/8/2021	41,088.45	8,476.11	32,612.34	4,549,069.50	N/A
5/8/2021	41,088.45	8,415.78	32,672.67	4,516,396.83	N/A
6/8/2021	41,088.45	8,355.33	32,733.12	4,483,663.72	N/A
7/8/2021	41,088.45	8,294.78	32,793.67	4,450,870.04	N/A
8/8/2021	41,088.45	8,234.11	32,854.34	4,418,015.70	N/A
9/8/2021	41,088.45	8,173.33	32,915.12	4,385,100.58	N/A
10/8/2021	41,088.45	8,112.44	32,976.01	4,352,124.57	N/A
11/8/2021	41,088.45	8,051.43	33,037.02	4,319,087.55	N/A
12/8/2021	41,088.45	7,990.31	33,098.14	4,285,989.41	N/A
1/8/2022	41,088.45	7,929.08	33,159.37	4,252,830.04	N/A
2/8/2022	41,088.45	7,867.74	33,220.71	4,219,609.32	N/A
3/8/2022	41,088.45	7,806.28	33,282.17	4,186,327.15	N/A
4/8/2022	41,088.45	7,744.70	33,343.75	4,152,983.40	N/A
5/8/2022	41,088.45	7,683.02	33,405.43	4,119,577.97	N/A
6/8/2022	41,088.45	7,621.22	33,467.23	4,086,110.74	N/A
7/8/2022	41,088.45	7,559.30	33,529.15	4,052,581.60	N/A
8/8/2022	41,088.45	7,497.28	33,591.17	4,018,990.42	N/A
9/8/2022	41,088.45	7,435.13	33,653.32	3,985,337.10	N/A
10/8/2022	41,088.45	7,372.87	33,715.58	3,951,621.53	N/A
11/8/2022	41,088.45	7,310.50	33,777.95	3,917,843.58	N/A
12/8/2022	41,088.45	7,248.01	33,840.44	3,884,003.14	N/A

1/8/2023	\$41,088.45	\$7,185.41	\$33,903.04	\$3,850,100.09	N/A
2/8/2023	41,088.45	7,122.68	33,965.77	3,816,134.33	N/A
3/8/2023	41,088.45	7,059.85	34,028.60	3,782,105.72	N/A
4/8/2023	41,088.45	6,996.90	34,091.55	3,748,014.17	N/A
5/8/2023	41,088.45	6,933.83	34,154.62	3,713,859.54	N/A
6/8/2023	41,088.45	6,870.64	34,217.81	3,679,641.73	N/A
7/8/2023	41,088.45	6,807.34	34,281.11	3,645,360.62	N/A
8/8/2023	41,088.45	6,743.92	34,344.53	3,611,016.09	N/A
9/8/2023	41,088.45	6,680.38	34,408.07	3,576,608.02	N/A
10/8/2023	41,088.45	6,616.72	34,471.73	3,542,136.29	N/A
11/8/2023	41,088.45	6,552.95	34,535.50	3,507,600.79	N/A
12/8/2023	41,088.45	6,489.06	34,599.39	3,473,001.40	N/A
1/8/2024	41,088.45	6,425.05	34,663.40	3,438,338.01	N/A
2/8/2024	41,088.45	6,360.92	34,727.53	3,403,610.48	N/A
3/8/2024	41,088.45	6,296.68	34,791.77	3,368,818.71	N/A
4/8/2024	41,088.45	6,232.31	34,856.14	3,333,962.58	N/A
5/8/2024	41,088.45	6,167.83	34,920.62	3,299,041.96	N/A
6/8/2024	41,088.45	6,103.23	34,985.22	3,264,056.73	N/A
7/8/2024	41,088.45	6,038.50	35,049.95	3,229,006.79	N/A
8/8/2024	41,088.45	5,973.66	35,114.79	3,193,892.00	N/A
9/8/2024	41,088.45	5,908.70	35,179.75	3,158,712.25	N/A
10/8/2024	41,088.45	5,843.62	35,244.83	3,123,467.42	N/A
11/8/2024	41,088.45	5,778.41	35,310.04	3,088,157.38	N/A
12/8/2024	41,088.45	5,713.09	35,375.36	3,052,782.02	N/A
1/8/2025	41,088.45	5,647.65	35,440.80	3,017,341.22	N/A
2/8/2025	41,088.45	5,582.08	35,506.37	2,981,834.85	N/A
3/8/2025	41,088.45	5,516.39	35,572.06	2,946,262.79	N/A
4/8/2025	41,088.45	5,450.59	35,637.86	2,910,624.93	N/A
5/8/2025	41,088.45	5,384.66	35,703.79	2,874,921.14	N/A
6/8/2025	41,088.45	5,318.60	35,769.85	2,839,151.29	N/A
7/8/2025	41,088.45	5,252.43	35,836.02	2,803,315.27	N/A
8/8/2025	41,088.45	5,186.13	35,902.32	2,767,412.95	\$2,767,412.95
9/8/2025	41,088.45	5,119.71	35,968.74	2,731,444.22	2,731,444.22
10/8/2025	41,088.45	5,053.17	36,035.28	2,695,408.94	2,695,408.94
11/8/2025	41,088.45	4,986.51	36,101.94	2,659,306.99	2,659,306.99
12/8/2025	41,088.45	4,919.72	36,168.73	2,623,138.26	2,623,138.26
1/8/2026	41,088.45	4,852.81	36,235.64	2,586,902.62	2,586,902.62
2/8/2026	41,088.45	4,785.77	36,302.68	2,550,599.94	2,550,599.94
3/8/2026	41,088.45	4,718.61	36,369.84	2,514,230.10	2,514,230.10
4/8/2026	41,088.45	4,651.33	36,437.12	2,477,792.97	2,477,792.97
5/8/2026	41,088.45	4,583.92	36,504.53	2,441,288.44	2,441,288.44
6/8/2026	41,088.45	4,516.38	36,572.07	2,404,716.37	2,404,716.37
7/8/2026	41,088.45	4,448.73	36,639.72	2,368,076.65	2,368,076.65
8/8/2026	41,088.45	4,380.94	36,707.51	2,331,369.14	2,331,369.14
9/8/2026	41,088.45	4,313.03	36,775.42	2,294,593.72	2,294,593.72
10/8/2026	41,088.45	4,245.00	36,843.45	2,257,750.27	2,257,750.27
11/8/2026	41,088.45	4,176.84	36,911.61	2,220,838.66	2,220,838.66
12/8/2026	41,088.45	4,108.55	36,979.90	2,183,858.76	2,183,858.76
1/8/2027	41,088.45	4,040.14	37,048.31	2,146,810.45	2,146,810.45
2/8/2027	41,088.45	3,971.60	37,116.85	2,109,693.59	2,109,693.59

3/8/2027	\$41,088.45	\$3,902.93	\$37,185.52	\$2,072,508.08	\$2,072,508.08
4/8/2027	41,088.45	3,834.14	37,254.31	2,035,253.77	2,035,253.77
5/8/2027	41,088.45	3,765.22	37,323.23	1,997,930.54	1,997,930.54
6/8/2027	41,088.45	3,696.17	37,392.28	1,960,538.26	1,960,538.26
7/8/2027	41,088.45	3,627.00	37,461.45	1,923,076.80	1,923,076.80
8/8/2027	41,088.45	3,557.69	37,530.76	1,885,546.05	1,885,546.05
9/8/2027	41,088.45	3,488.26	37,600.19	1,847,945.86	1,847,945.86
10/8/2027	41,088.45	3,418.70	37,669.75	1,810,276.10	1,810,276.10
11/8/2027	41,088.45	3,349.01	37,739.44	1,772,536.67	1,772,536.67
12/8/2027	41,088.45	3,279.19	37,809.26	1,734,727.41	1,734,727.41
1/8/2028	41,088.45	3,209.25	37,879.20	1,696,848.20	1,696,848.20
2/8/2028	41,088.45	3,139.17	37,949.28	1,658,898.92	1,658,898.92
3/8/2028	41,088.45	3,068.96	38,019.49	1,620,879.44	1,620,879.44
4/8/2028	41,088.45	2,998.63	38,089.82	1,582,789.61	1,582,789.61
5/8/2028	41,088.45	2,928.16	38,160.29	1,544,629.32	1,544,629.32
6/8/2028	41,088.45	2,857.56	38,230.89	1,506,398.44	1,506,398.44
7/8/2028	41,088.45	2,786.84	38,301.61	1,468,096.82	1,468,096.82
8/8/2028	41,088.45	2,715.98	38,372.47	1,429,724.35	1,429,724.35
9/8/2028	41,088.45	2,644.99	38,443.46	1,391,280.89	1,391,280.89
10/8/2028	41,088.45	2,573.87	38,514.58	1,352,766.31	1,352,766.31
11/8/2028	41,088.45	2,502.62	38,585.83	1,314,180.48	1,314,180.48
12/8/2028	41,088.45	2,431.23	38,657.22	1,275,523.26	1,275,523.26
1/8/2029	41,088.45	2,359.72	38,728.73	1,236,794.53	1,236,794.53
2/8/2029	41,088.45	2,288.07	38,800.38	1,197,994.15	1,197,994.15
3/8/2029	41,088.45	2,216.29	38,872.16	1,159,121.99	1,159,121.99
4/8/2029	41,088.45	2,144.38	38,944.07	1,120,177.92	1,120,177.92
5/8/2029	41,088.45	2,072.33	39,016.12	1,081,161.79	1,081,161.79
6/8/2029	41,088.45	2,000.15	39,088.30	1,042,073.49	1,042,073.49
7/8/2029	41,088.45	1,927.84	39,160.61	1,002,912.88	1,002,912.88
8/8/2029	41,088.45	1,855.39	39,233.06	963,679.82	963,679.82
9/8/2029	41,088.45	1,782.81	39,305.64	924,374.18	924,374.18
10/8/2029	41,088.45	1,710.09	39,378.36	884,995.82	884,995.82
11/8/2029	41,088.45	1,637.24	39,451.21	845,544.61	845,544.61
12/8/2029	41,088.45	1,564.26	39,524.19	806,020.42	806,020.42
1/8/2030	41,088.45	1,491.14	39,597.31	766,423.11	766,423.11
2/8/2030	41,088.45	1,417.88	39,670.57	726,752.54	726,752.54
3/8/2030	41,088.45	1,344.49	39,743.96	687,008.58	687,008.58
4/8/2030	41,088.45	1,270.97	39,817.48	647,191.10	647,191.10
5/8/2030	41,088.45	1,197.30	39,891.15	607,299.95	607,299.95
6/8/2030	41,088.45	1,123.50	39,964.95	567,335.00	567,335.00
7/8/2030	41,088.45	1,049.57	40,038.88	527,296.12	527,296.12
8/8/2030	41,088.45	975.50	40,112.95	487,183.17	487,183.17
9/8/2030	41,088.45	901.29	40,187.16	446,996.01	446,996.01
10/8/2030	41,088.45	826.94	40,261.51	406,734.50	406,734.50
11/8/2030	41,088.45	752.46	40,335.99	366,398.51	366,398.51
12/8/2030	41,088.45	677.84	40,410.61	325,987.90	325,987.90
1/8/2031	41,088.45	603.08	40,485.37	285,502.53	285,502.53
2/8/2031	41,088.45	528.18	40,560.27	244,942.26	244,942.26
3/8/2031	41,088.45	453.14	40,635.31	204,306.95	204,306.95
4/8/2031	41,088.45	377.97	40,710.48	163,596.47	163,596.47

5/8/2031	\$41,088.45	\$302.65	\$40,785.80	\$122,810.67	\$122,810.67
6/8/2031	41,088.45	227.20	40,861.25	81,949.42	81,949.42
7/8/2031	41,088.45	151.61	40,936.84	41,012.58	41,012.58
8/8/2031	41,088.45	75.87	41,012.58	0.00	0.00

APPENDIX C

OPINION OF LESSEE'S COUNSEL

[PLACE ON LETTERHEAD OF ATTORNEY GENERAL'S OFFICE]

Date: August 8, 2019

To: Banc of America Public Capital Corp
555 California Street, 4th Floor
M/C CA5-705-04-01
San Francisco, California 94104

As counsel for the Utah Transit Authority (the "Lessee"), our office has examined duly executed originals of the three Equipment Lease-Purchase Agreements (collectively, the "Lease"), each dated August 8, 2019, between the Lessee and Banc of America Public Capital Corp (the "Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public transit district legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

APPENDIX D

ACCEPTANCE CERTIFICATE

To: Banc of America Public Capital Corp

Reference is made to the Equipment Lease-Purchase Agreement (2019 - 12 Year) between the undersigned Utah Transit Authority (the "Lessee") and Banc of America Public Capital Corp (the "Lessor"), dated August 8, 2019 (the "Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. [The serial or vehicle identification number for each item of Equipment which is set forth on Appendix A to the Lease is correct.]

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

DATE: _____, 20__

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

Witness

APPENDIX E
TAX CERTIFICATE

APPENDIX F
FORM 8038-G

APPENDIX G

DECLARATION OF OFFICIAL INTENT

APPENDIX H
ESCROW AGREEMENT



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 18-02925

Contract Section

Procurement

Board Review Date * 07/31/2019

Document Type * Contract

Requisition # Original
6943

Please upload the contract or requisition here

Requisition 6943 Ogden BRT 18-02925BM \$7.5 million.pdf	70.05KB
18-02925 Ogden Weber BRT Final Design Contract Final with All Docs with page numbers Jacobs signed.pdf	3.89MB

Contract Title * Ogden WSU BRT Design

Contractor Name * Jacobs Engineering, Inc.

Description / Purpose * This is a contract for the final design of the Ogden Weber Bus Rapid Transit (BRT) project. Jacobs Engineering is the contractor for these design services. The total cost of the project will be \$6,693,519.00 and the contract completion date is by December 31, 2022.

The Designer shall work with the Utah Transit Authority (UTA), the Utah Department of Transportation (UDOT), the City of Ogden, Weber State University and other outside agencies to accomplish the design, permitting, and construction of the Ogden Bus Rapid Transit (BRT) project. The Designer shall provide the necessary Professional Engineers, architects, and other staff and professional and technical skills, materials, supplies, and other services other than those specifically provided by UTA required to successfully complete the Scope of Work. The Designer's resources will be provided in order to accomplish the design and detail; prepare drawings, specifications, bid item lists, schedules, budgets, and cost estimates for bidding; and complete construction support services for the Ogden BRT project. The Designer shall supply sufficient staff to assure simultaneous production of the design drawings and bid documents for all aspects of the Ogden BRT project. The Ogden BRT project will be described in detail in the Final Environmental Assessment (EA) and it is incumbent upon the Designer to ensure that the completed design complies with all requirements of the EA.

** This is an Architecture and Engineering request for qualifications (RFQ) and pricing was only received from the highest rated firm for the negotiation of a contract.

Contract Administrator * Motes, Brian

Project Manager * Robertson, Janelle L

Base Contract Effective Dates * Beginning
7/18/2019

* Ending
12/31/2022

Contract Type * A&E/Design

Procurement Method * RFQU (Qualification)

Number of Responding Firms 3

\$ Value of Next Lowest Bidder 0

Base Contract Term (Months) * 41

Contract Options (Months) * 0

Option to Renew? * Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value

\$ 0.00

Qty

Unit Price \$

Amendment Amount

\$ 0.00

Annual/One-Time Value

New/total Contract Value *

\$ 6,693,519.00

\$ 6,693,519.00

Attachment

Is the amount an estimate? * Yes No

Is the amount a one-time purchase or annual recurring purchase? *

One-time Recurring

Account Code *

40-
3185.6812

Capital Project Code

MSP185

Funding Source *

Federal/
Local

Budgeted? *

Yes
 No

Budget amount *

\$ 7,500,000.00

Will this contract require support from another department? *

Yes No

Is the other department(s) aware of this contract and the required support? *

Yes No N/A

Has the Qualified Health Insurance Certificate been verified? *

Yes No N/A

Approval Section

1)Legal/Compliance Review * Bell, Mike

2)Accounting Approval Needed? * Yes No

2)Accounting Review * Steele, Bryan

3)Risk Approval Needed? * Yes No

3)Risk Review * Pitcher, David C

4)IT Approval Needed? * Yes No

5)Add Additional Approval? * Yes No

6)Manager/Program Manager * Robertson, Janelle L

7)Dir, Sr. Mgr, or RGM * Turner, Grey (acting)

8)Chief * DeMers, Michael James

9)Executive Director * Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

PROFESSIONAL SERVICES AGREEMENT

Ogden-WSU BRT Final Design

This Professional Services Agreement is entered into and made effective as of the ___ day of ____ 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and JACOBS ENGINEERING GROUP, INC., with a place of business at 4246 South Riverboat Road, Suite 210, Taylorsville, Utah 84123. (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for the Ogden-WSU BRT Final Design Services.
- B. On January 18, 2019, UTA issued Request for Statement of Qualification Package Number 18-02925 (“RFQ”) encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQ.
- C. Upon evaluation of the Statement of Qualifications submitted in response to the RFQ, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. 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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

ARTICLE 1.0

Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term “Change Order” shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Consultant’s Project Manager” shall mean Jason Phillips, or his successor as appointed or designated in writing by Consultant.

- 1.4 The term “Consultant’s Statement of Qualification” shall mean Ogden-WSU BRT Final Design dated January 18, 2019.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean Janelle Robertson, or her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0
Description of Services

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. 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.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using the standard of care, skill and judgment which can reasonably be expected from similarly situated transit industry professionals providing similar professional services at the time said Work is performed.
- 2.3 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- 2.6 UTA will provide to Consultant that data, which in UTA’s discretion, would be useful to Consultant on this project. . Consultant may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by UTA.
- 2.7 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that UTA's actual costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. However, these disclaimers do not excuse Contractor from performing to the professional industry standard described above

including keeping abreast of relevant information and trends within the industry.

- 2.8 The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to UTA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.
- 2.9 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant. However, these disclaimers do not excuse Contractor from performing to the professional industry standard described above including keeping abreast of relevant subsurface condition information.

ARTICLE 3.0

Day-to-Day Management of the Work

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

ARTICLE 4.0

Progress of the Work

- 4.1 Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and mutually agreed upon completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- 4.2 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

ARTICLE 5.0
Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial 3.5- year period expiring December 31, 2022. UTA may, at its sole election and in its sole discretion, extend the initial term for up to 2 additional one-year option periods, for a total Contract period not to exceed 5.5 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).
- 5.2 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.
- 5.3 Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, acts of terror, or other events beyond the control of Consultant. In any such event, UTA has the discretion to either terminate for convenience or provide Consultant with a reasonable and appropriate equitable adjustment.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.

- 6.2 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.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0
Contract Changes

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

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

- 7.2 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.
- 7.3 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 law or other requirement set forth in this Contract; or (ii) other conditions exist 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.

7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. 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 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

8.1 Consultant shall submit invoices to UTA’s Project Manager for processing and payment. UTA will take ownership of all deliverables upon payment being completed. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice. Such documentation shall show that scheduled tasks have been accomplished and scheduled deliverables have been provided. Payments may not be based on mere expenditure dollars, hours or materials; actual task accomplishment must be demonstrated. UTA shall own any deliverables provided under the contract once a progress payment has been made.

UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld.

UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract.

Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Ownership of Materials

9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the

completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.
- 9.3 UTA agrees to indemnify Consultant and Consultant's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, which are a direct result of UTA's unauthorized reuse, change or alteration of Consultant's work product.

ARTICLE 10.0

Subcontracts

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Statement of Qualification) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 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.

ARTICLE 11.0

Key Personnel

- 11.1 Consultant shall provide the key personnel as indicated in Consultant's Statement of Qualification (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

ARTICLE 12.0

Suspension of Work

- 12.1 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.
- 12.2 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.
- 12.3 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.

- 12.4 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.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. 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.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this 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.

- 13.3 If UTA terminates this 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 Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

ARTICLE 15.0
Findings Confidential

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors 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. This Article 15 shall expire three (3) years after completion of the Work.
- 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 Consultant by a third party who is not under a confidentiality obligation;
 - 3. Information developed by or in the custody of Consultant before entering into this Contract;
 - 4. Information developed by Consultant through its work with other clients; and
 - 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages asserted by third parties for personal injury (including death) and/or property damage, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees, to the proportionate extent resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has 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.

16.2 Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

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

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000.

B. Professional Liability insurance with the following limits and coverages:

Limits:

\$2,000,000 each claim

\$4,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Retroactive date prior to date
4. Extended reporting period of 36 months or continuously renewed for 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits of \$2,000,000 combined single limit.

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or

such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits of \$1,000,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the limits of liability requested in Section 16.2 above. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure or has procured for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA 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.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0

Health Insurance

- 17.1 Insurance Coverage for Employees. If the Contract Price is \$1,500,000 or more, Contractor shall, prior to the effective date of the Agreement, 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 the Contract.
- 17.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$750,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

ARTICLE 18.0
Other Indemnities

- 18.1 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 intellectual property 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.
- 18.2 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 subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors 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 subcontractor, 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.

ARTICLE 19.0
Independent Contractor

- 19.1 Consultant 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. Consultant is responsible to provide and pay the cost of all its employees' benefits.

ARTICLE 20.0
Prohibited Interest

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

ARTICLE 21.0
Dispute Resolution

- 21.1 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.

- 21.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Sr. Supply Chain Manager/Consultant's Operation Manager [SECOND LEVEL]	Five calendar days
UTA's VP of Finance/Consultant's Legal Counsel [THIRD LEVEL]	Five calendar days

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

- 21.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

ARTICLE 22

Successors and Assignees

- 22.1 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.

ARTICLE 23.0

Nonwaiver

- 23.1 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.

ARTICLE 24.0

Notices or Demands

- 24.1 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: Brian Motes
669 West 200 South

with a required copy to:
Utah Transit Authority
ATTN: General Counsel
669 West 200 South

If to Consultant:
Troy Sieglitz
101 N. 1st Avenue, Suite 2600
Phoenix, AZ 85003

- 24.2 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.
- 24.3 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

ARTICLE 25.0
Contract Administrator

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

ARTICLE 26.0
General Provisions

- 26.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 26.2 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.
- 26.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 26.4 The parties enter in to 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.
- 26.5 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.

- 26.6 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.
- 26.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 26.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 26.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.
- 26.10 To the maximum extent permitted by law, Consultant and Consultant's affiliated corporations, officers, employees, and subcontractors shall not be liable for UTA's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

ARTICLE 27.0

Incorporated Documents

- 27.1 UTA's RFQ 18-02925 including all federal clauses and other attachments, and Consultant's Statement of Qualification, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B and C.

ARTICLE 28.0

Insurance Coverage Requirements for Consultant Employees

- 28.1 The following requirements apply 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:
- A. 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.
 - B. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

UTAH TRANSIT AUTHORITY:

By _____

Name: W. Steve Meyer

Title Interim Executive Director

By _____

Name: Michael DeMers

Title: Chief Service Development
Officer

Jacobs Engineering Group, Inc.

By Kevin Heffernan

Name Kevin Heffernan

Title Vice President

By _____

Name _____

Title _____

Fed ID# 95-4081636

Approved as to Form and Content

Michael Bell
Assistant Attorney
General and UTA Counsel

Reviewed & Recommended

Janelle Robertson
UTA Project Manager

UTA CONTRACT NO. 18-02925

Exhibit A

Scope of Work

This Scope of Work is for design of the Ogden BRT project as described above. Design elements required will include: dedicated BRT running way, roadway, pavement design, drainage, utility relocations, landscaping and irrigation, lighting, striping, signals, station and canopies, structures, right of way, traffic signals, specifications, and engineers estimate.

The Utah Transit Authority will procure a Construction Manager/General Contractor (CM/GC) Contractor (Contractor) for the Ogden BRT project. The first phase of the Contractor's work will be pre-construction services. The Designer must be able to develop a strong, collaborative working relationship with the Contractor, UDOT and UTA. The Designer, UDOT, UTA, and Contractor will work together to develop a design that meets the goals of the Ogden BRT and incorporates Value Engineering (VE) and constructability ideas to allow the Contractor to arrive at a lump sum for the Ogden BRT, with a minimum of cost-associated risk.

The Ogden BRT project will require the design and construction of an extensive list of civil works items. The Designer shall use UTA's Preliminary Drawings (*see* the UTA website: <https://www.rideuta.com/About-UTA/Active-Projects/Ogden-BRT>) and UTA's BRT Design Criteria and UDOT's BRT Standards (currently being developed) as the basis for this design effort. The Designer shall provide studies, designs, specifications, bid document coordination, and construction support services for construction of all elements required for the Ogden BRT project.

Key open questions and associated assumptions to be completed during the scoping phase of Final Design:

- The selected consultant will need to explore the station configuration between 24th and 25th Street on Washington Boulevard in more detail. It appears possible to add a center station for south bound buses on this section of the project. If the Center station is not feasible the consultant will design a side station. The consultant will develop option and recommend a preferred midblock pedestrian treatment.
 - Our team will further design a center station configuration for the south bound and present this design to UDOT for general feedback and acceptance
 - It is assumed the north bound bus will be a side station and the location has been identified with minor adjustments
 - It is assumed the decision regarding stations will occur as part of our regular stakeholder meetings with UTA, UDOT and Ogden City.
- Connecting to Commuter rail is a key element of the project. The consultant will work with UTA Operations staff to develop concepts to reconfigure the existing Commuter Rail station to allow better access for buses to 23rd Street.
 - assume 2 existing canopies will be reconstructed for level boarding
 - assume configuration discussions will occur in team meetings with UTA operations
 - design and/or drawings of concepts to change the configuration of union station is not included in the scope of work, but can be added as additional work
- Signal at 25th street: the consultant will work in cooperation with UTA and the other project stakeholders to determine if the signal on Harrison and 26th Street should be relocated to 25th Street.
 - Include relocating signal from 26th Street to 25th Street in the scope
- Campus entrance: The project stakeholders agree the basic concept for the entrance to the campus at approximately 37th and Harrison, however additional work needs to be completed to minimize negative impacts to pedestrians and traffic movements. Design scope includes addressing:
 - parking lot configuration at public safety building
 - BRT crossing of Dixon Parkway
 - Bike lane connectivity/termination along Harrison Blvd
 - North WSU bus turnaround in vicinity of roundabout
- Crossing of South Campus drive: In the previous study several options were developed for a new crossing of South Campus Drive. The selected consultant will further develop two options for consideration.
 - Dozens of options already considered at this intersection – Designer will review them to be efficient when developing two additional options
 - Consider WSU master plan and phasing into solutions
- Dee Event Center access road: The consultant will work with UTA and Weber State to determine the final configuration of the Dee Event Center Access road. The consultant will develop at least 3 options for review. All plans will include a turnaround for shuttle buses UTA will be operating to connect the Dee Event Center to the main campus.
 - Develop three options
 - Work with UTA operations staff to evaluate lane configuration where BRT route exits transit center and crosses/intersects with travel lanes of access road
- Intermodal center on campus: The consultant will develop two additional concepts for the Dee Event Center Transit Center. The concepts will include 6 to 8 bus bays, car share, bike share, bike repair area and covered passenger waiting areas. Design scope includes addressing:
 - Operations of other overlapping bus routes
 - Connection to Dee Event Center Access Road

- South WSU bus turnaround at Dee event center transit hub
- Transit hub to include restroom and lounge (two-seater and breakroom) for drivers; include connection for service utilities
- Signal design work: The consultant will develop a plan to include transit signal priority throughout the corridor.
 - Assume system implemented on UVX will be implemented on this project
- Ogden City has developed conceptual design drawings for the 25th street between Washington Blvd and Jefferson Avenue. The consultant will incorporate those drawings and working into the project for bidding.
- Determine need turn pocket length for left turns on 32nd and 36th Streets
- Determine best neighborhood traffic routing options for the closure of left turns to 33rd, 34th and 35th Streets
- The selected consultant will verify all traffic modeling assumptions from the previous work.
- Determine how the bike lane being built as part of the project should be terminated at 37th Street.

DESIGN MILESTONES AND NOTICE TO PROCEED

The following Design Milestones have been identified for this project. The intent of each milestone is to secure acknowledgement of the design prior to advancing to the next level. It is a balance between providing enough information to obtain valuable review comments but not take any one design element too far in event a review comment will redirect the effort. As the design advances, opportunity to change decreases without design cost impacts. Considering this, UTA, UDOT and the Design Team shall review design changes on a case-by-case basis.

In a collaborative approach with UDOT, UTA and UTA's contractor, an over-the-shoulder approach shall be employed throughout the design process. In addition to the over-the-shoulder reviews, the Designer will submit plans throughout for three formal milestone reviews prior to releasing the plans for construction. The milestone reviews and the level of completion of the plans, specifications, and quantities and cost estimate support are described below. Each

description is a guideline only and may be adjusted through mutual agreement between UTA and the Designer.

Geometric Design Package Review – The purpose of this package is to establish the horizontal and vertical alignments to be advanced in the design process. Information and feedback from UTA, UDOT, Ogden City and WSU will be incorporated into the design and presented in this package for review, including, alignments, profiles, lane configuration and widths, shoulders, bike lanes, sidewalk, shared use paths and station locations. Design criteria will be established, and design exceptions will be identified and submitted to obtain approval. The Designer will also evaluate the project cost estimate developed during the environmental stage.

CM/GC RFP Package – Assume UTA will use the preliminary plans produced during the environmental stage of the project to procure a CM/GC contractor.

60% Review – Comments from Geometry Review have been incorporated. Plan view line work for all disciplines is generally complete and is presented on bordered sheets. Profile line work is provided in areas of full reconstruction for roadway, and other major roadway elements as well as drainage and other major utilities. Typical sections are complete and side-slope details have been completed to an advanced level. Plans for drainage, landscape, signals, utilities, etc. have been completed to an advanced level. A quantities summary, and some specifications will also be provided. The consultant will also provide potholing services to locate key utilities. An estimated 250 location are needed.

90% Review – Comments from 60% have been incorporated, all sheets are complete to the extent possible. All 60% comments have been documented in a log and a response has been provided. This response log will be provided with the 90% review sets. Quantities and specifications will also be provided.

100% Package – Sealed construction documents. 90% comments will be discussed with the individual reviewers and consensus achieved. The resulting design changes will be advanced into the 100% package.

Services During Construction – Designer will provide support to UTA and UTA's Contractor with Requests For Information (RFI), submittals, and duties as assigned. Designer will also be available to produce As-Built plans as phases of construction are completed.

All plans will be delivered in an electronic format, 11 x 17, signed and sealed as required by statute. Plans will be completed in Micro station format with all drawing files compiled in a well-organized manner on a flash drive. Additionally, the entire plan package will be converted to .pdf format. Milestone review packages will be produced and distributed in PDF format, electronic files will also be available for review.

UTA will issue a Notice To Proceed (NTP) to the successful Designer to begin efforts for the first portion of the work. Following Milestone reviews (i.e. 60% Review, 90% Review, 100% Package) UTA will work with the Designer to confirm the original design scope and estimate still represent

the current status and scope of work. If funding is not available, or for other reasons, UTA may choose not to proceed with subsequent stages of design for the Ogden BRT.

The following Scope of Work lists tasks necessary for the Designer to complete this Contract.

Scoping.01.0 ADMINISTRATION

Administration tasks required by this Contract include scheduling, reporting, budgeting, coordinating, and other tasks necessary to manage the design effort and keep UTA informed of the status of work.

SCOPING.01.1: MANAGEMENT OF THE DESIGN EFFORT

The Designer shall produce and submit monthly Design Progress Report to UTA in conjunction with project invoicing. This report must state the labor hours expended per task, the completion percentage of the tasks based on the Contract amount, the overall completion percentage of the design work, and the percentage completion of all drawings. The report must also contain a listing of the issues that require resolution to maintain the Ogden BRT project schedule and budget, the parties that are responsible, and the time frame required to come to resolution. The Designer shall provide the management, coordination, and direction to its subcontractors to supply the required services on time and within budget. The Designer shall provide information for periodic progress reports to be prepared by UTA. Designer will develop and maintain a project decision log to track and document UTA, stakeholder, and contractor decisions.

Deliverables:

- Monthly Design Progress Report
- Decision log – updated and reviewed at team meetings

Assumption

s:

- Monthly progress reports are submitted as a part of monthly invoices
- Progress reports will include status updates on the tasks defined in this scope of work

SCOPING.01.2: SCHEDULE

The Utah Transit Authority has prepared an overall Ogden BRT project schedule. UTA will maintain this schedule document. However, the Designer shall provide input into this schedule as follows:

The Designer shall prepare a schedule showing appropriate milestones for all services in this Appendix I and II - Scope of Work and its Proposal, including, design, submittals, preparation of specifications and bid documents, coordination with other Designers, and technical inspection of construction;

Prepare cash flow forecast for all design activities, based on the above-described schedule, and fixed price for various work elements;

Identify long lead-time items and assist UTA and the Contractor in developing the necessary decisions and documents for early procurement of these items to keep the Ogden BRT project on or ahead of schedule;

Provide recommendations on constructability and material availability review; Participate in the evaluation of Value Engineering recommendations; and

Revise the scheduling of the proposed design work, as relevant, when requested by UTA, to reflect current conditions of the Ogden BRT project.

Deliverables:

- Design Milestone Schedule (All Services)
- Design Activity Cash Flow Forecast (All Services)
- Long Lead-Time Item Listing

Assumptions:

- Constructability and material availability are scoped under Design.20.0 (below)
- Value engineering activities are scoped under Design.22.0 (below)
- Cash flow forecast will be submitted within the first month and updated at the project midpoint (estimate to complete information is available upon request)
- Design Milestone Schedule will be produced in MS Project. Up to two revisions to the Design Milestone Schedule are assumed
- Assume scoping period is 16 weeks after NTP (geometry package will be developed within this period)
- Assume 60% design period has a duration of 12 weeks
- Assume 90% design period has a duration of 12 weeks
- Assume 100% design period has a duration of 12 weeks

SCOPING.01.3: COORDINATION WITH THE CONTRACTOR

The construction of all elements of the Ogden BRT project will be completed under the CM/GC contract. The Designer shall coordinate its engineering and design efforts with the Contractor and work with the Contractor to identify long lead-time items. The Contractor may identify various elements that may require less than 100% design. In this event, and upon UTA approval, the Designer shall progress design only as far as requested by the Contractor, thus reducing the cost of the engineering and design.

Deliverables:

- None in scoping phase
- Design coordination to occur in regular Task Force meetings– discipline specific with Contractor Involvement. Hold Task Force meetings weekly through 90% phase, Bi-weekly through 100%
- Decision log updates for input provided by contractor during design phase at Task Force meeting

Assumptions:

- No Contractor coordination until after Scoping phase is complete See Design 01.3
- Assume Task Force Meetings are held in Salt Lake (one hour meeting with one hour of travel)
- Coordination efforts will not be limited to Task Force or other regularly scheduled meetings. However, the estimated hours and level of effort for this task is assumed, hours for extensive coordination efforts occurring beyond the estimated levels will be identified as additional work.

SCOPING.01.4: COORDINATION WITH THE UDOT, OGDEN CITY, WEBER STATE AND OTHER OGDEN BRT PROJECT STAKEHOLDERS

Ogden BRT project will impact Utah Department of Transportation (UDOT) structures and roads, Ogden City structures and roads, Weber State structures and roads, and other Ogden BRT project stakeholder facilities. The Designer shall be responsible to design relocations, modifications, or adjustments to any of these facilities impacted by the Ogden BRT project.

The Designer shall

maintain close, in some cases daily, coordination with all Ogden BRT project stakeholders to verify the Designer’s engineering and design meets stakeholder standards and requirements.

Deliverables:

- Meeting agendas and meeting minutes.
- Decision log updates for input provided by stakeholders on finalized decisions

Assumptions:

- Review the entire corridor at the kickoff meeting, discuss and understand the issues for each stakeholder

- Hold Stakeholder meetings weekly through the first eight weeks, then bi-weekly for the second eight weeks of the scoping period and through the 60% design period. Hold one hour conference calls/web meetings bi-weekly in the “off week”.
- Hold monthly Stakeholder meetings during the 90% and 100% design periods.
- Stakeholder meetings will be held at the Ogden Transit Center, on the same day for all stakeholders; assume a 5-hour meeting including travel.
- Design criteria and standards are addressed in Scoping.09.0

SCOPING.01.5: PUBLIC COMMUNICATIONS

The Designer shall support UTA’s and UDOT’s public communication and outreach program by providing regular and timely updates of appropriate engineering- and design-related information.

Deliverables:

- None

Assumptions:

- Assumes UTA and UDOT public communication and outreach staff attends and participates in regular reoccurring Project Stakeholder meetings identified in Scoping.01.4

Scoping.02.0 Quality Control

It is the Designer’s responsibility to provide a quality set of construction documents. The object of Quality Control (QC) is to assure that all project elements are engineered and designed in accordance with established engineering criteria and to reduce construction change orders due to design errors and omissions.

The Designer shall develop and submit to UTA and UDOT for approval a QC Plan that provides for systematic, consistent, and authoritative QC of the work produced by the Designer. The QC

Plan must be submitted within two weeks after receipt of Notice to Proceed (NTP). The QC Plan must be at least as rigorous as all elements of UTA's and UDOT's Design Quality plans. These plans are in Appendix I and

II. The QC Plan will be used by the Designer and its subcontractors during all phases of this Scope of Work under this Contract, including design changes work during construction. Following UTA's approval of the Designer's QC Plan, the Designer shall execute the QC Plan and demonstrate that the Ogden BRT project plans and specifications have gone through a rigorous review and coordination effort. Specifically, the Designer shall complete the following:

Designate a staff individual as QC Manager with principal duties of monitoring QC Plan conformance and notifying the Designer's Project Manager (PM) if and when failures to conform to the QC Plan are discovered;

Include in the QC Plan a sample of all forms that the Designer will deliver to UTA and UDOT to document that it is implementing the QC Plan. Those forms shall have an appropriate space where a senior member of the Designer can initial and date when an action has been completed;

Verify that personnel performing the work are qualified for their tasks. Anyone unfamiliar with the identified criteria or codes must be identified and trained. The training must be documented;

Identify the interfaces between different design groups and design disciplines and identify their responsibilities for design performance and QC;

Participate in any audits of QC activities. Audit findings must be reviewed with the personnel having responsibility in the area being audited as well as those who produced the work;

Provide documentation of internal audits; and

Provide access for regular UTA and UDOT audits of Quality Control activities.

Deliverables:

- QC Plan for approval
- QC documentation at four milestone submittals (geometry, 60%, 90%, 100%) per approved QC plan (assume cover sheets, checklists, QC activity summary)
- Documentation of required training

Assumptions:

- UTA will respond to submitted QC Plan within two weeks of submittal
- Approval of QC Plan within four weeks of initial submittal
- Individual QC discipline and firm efforts are estimated in individual task items and correspond to “QC” roles on project
- This task covers development of QC plan and QA audits throughout project
- QC for individual design tasks are included within those tasks

Scoping.03.0 Surveying and Mapping (and Traffic)

SCOPING.03.1: SURVEYING AND MAPPING

The Designer shall alert and coordinate with UTA on portions of the design, if any, that may be outside of the mapped corridor. The existing survey for the corridor is based on aerial photography, 1' contours with 0.16' accuracy.

Designer will supplement existing survey as necessary to advance design and check work internally. Survey and mapping will be performed in English units. As part of the conceptual design work UTA did additional survey work on the Weber State Campus, this info will be provided to the consultants.

Designer will perform the following ground survey, mapping and related activities:

- Provide project and intersection controls; Verify and define survey control for the project (per UDOT Standards)
- Provide survey control report with diagram showing permanent control points. Locate control points outside of proposed roadway prism.
- Provide Quality Control Audit Sheet.

Deliverables:

- ☐ Project and intersection survey control
- ☐ Project survey control report
- ☐ Quality Control Audit Sheet
- ☐ Georeferenced MicroStation seed file created based upon verified survey control

Assumptions:

- ☐ Field mapping, to verify provided survey data, will consist of various spot checks being mapped to verify provided data is acceptable for use. If discrepancies are found, UTA will be notified and will determine if additional work is required.
- ☐ Initial mapping areas include individual stations, WSU campus area, McKay Dee Hospital, and validation of UTA provided survey data. Following this initial stage, assume additional survey requests are limited to 10 site visits with eight hours of field time.
- ☐ The following items are not included in the surveying scope of work:
 - Record of survey
 - Property staking
 - Construction Staking
 - As-built survey
 - Establishing control
- The Record of survey is excluded at this time as this work will not occur until after all the properties are acquired, which may occur after this contract is complete. The record of survey work can be added to this contract, or a separate contract with the Designer's surveyor (Psomas), at a future date when the r/w acquisition is complete, and the timing and limits of the work can be defined.

SCOPING.03.2: TRAFFIC ANALYSIS (VISSIM)

The designer will use the VISSIM model developed for Harrison Blvd during the environmental stage, adding modeling for downtown and across campus to create a VISSIM model of the project corridor.

Designer will perform the following activities:

- 1) Data Collection
 - a) List study intersections
 - b) Coordinate efforts of sub, L2
 - c) Adjust to 2019 – in school conditions
 - d) Balance existing volumes on entire corridor
- 2) Existing VISSIM model development AM and PM
 - a) Validate existing Harrison model with spot checks and travel times

- b) Adjust Harrison model to 2019
- c) Create downtown and campus VISSIM model
- d) Calibrate downtown and campus VISSIM model to corridor travel times
- 3) Create opening year and design year VISSIM models AM and PM
 - a) Develop model based on 30% plans, include TSP and transit vehicles
 - b) MOEs to include bus and regular travel times and intersection LOS
 - c) Refine model as needed to assist design team with 60% design
- 4) Documentation
 - a) Memos to include:
 - i) Traffic volumes
 - ii) Calibration
 - iii) TSP assumptions

Deliverables:

- Memos to include:
 - Traffic volumes
 - Calibration
 - TSP assumptions

Assumptions:

- Existing Harrison model is calibrated and available in AM and PM for existing, opening year, and design year.
- Ridership forecasts exist for entire corridor, by station location, OY and DY
- Traffic forecasts exist for entire corridor for OY and DY, AM and PM

SCOPING.03.3: TRAFFIC ANALYSIS (BRT OPERATIONS)

The Designer will complete an operational analysis and determine/confirm BRT travel time estimates and number of busses required to operate the system.

Designer will perform the following activities:

- 1) Develop BRT travel time estimate
 - a) Field work, coordination with traffic analysis, set up runtime model, sensitivity testing/scenario testing, documentation
- 2) Develop Corridor Service Plan (BRT and Background bus)
 - a) Service plan development, mapping, validation of background bus statistics
- 3) Corridor Service Plan report

Deliverables:

- Corridor Service Plan report

Scoping.04.0 CONDUCT SCOPING MEETING

The objective of this task is to review, investigate, and document infrastructure conditions and geometrics of the roadway and at the intersections, and to confirm design strategies and approaches for each stakeholder segment. Additional traffic analysis results will be presented.

Designer will utilize existing design criteria for the roadway (UTA, UDOT, AASHTO). Designer will establish the horizontal and vertical alignments based on mapping, existing project design, and existing R/W maps. Geometric review will be based on approved design criteria and design exceptions. Office findings will be summarized and then reviewed in the field. The purpose of this review is to identify any substandard locations, which may be contributing to safety, drainage, or other problems, and to identify corrective action measures that can be implemented with the project.

Designer will conduct a scoping meeting to present the findings in a summary memo identifying the needs of the corridor with respect to roadway improvements and more specifically the proposed bus running way.

Deliverables:

- Scoping document package:
 - Plan sheets, figures, scroll plot, etc.
 - Design Criteria
 - Update Cost Estimate
- Analysis results for Key Open Questions issues listed in RFQ
- Summary of existing conduit/fiber within BRT corridor
- Scoping memo summarizing meeting outcome

Assumptions:

- Resolution to Key Open Questions listed in the RFQ and in the introduction of this scope document will be confirmed in Scoping Meeting
- Field Review results will be included in Scoping document package
- Meeting results will be incorporated into the design prior to producing the geometric design review package
- Assumed 4 hour meeting with 2 hours travel time, any additional hours are for meeting prep and/or notes/minutes
- Part of the intent of this meeting is to make decisions and give direction to

design team to reduce potential for change and re-work later in the design process.

Scoping.05.0 Develop Alignment

Designer will establish the horizontal and vertical alignment for the running way along the Ogden BRT corridor and each of the intersections and side roads affected by the project. Designer will determine length of need along each intersecting side road affected by the project. Impacts along the intersecting side roads will be kept to a minimum.

Deliverables:

- Established alignments and supporting design incorporated into Scoping Meeting documents
- Project Geometry Review Package

Assumptions:

- Final responses to Key Open Questions confirmed in Scoping Meeting
- Betterments may be identified during the scoping stage that will be added to the project. Final design efforts for these betterments are not included in this scope of work but may be added through a contract modification.
- Evaluate and confirm or update preliminary design elements, including:
 - Ogden City Segment:
 - 23rd Street Segment: assume street, drainage, curb, gutter and sidewalk modifications are limited to and will not extend beyond the BRT station area
 - Washington Blvd Segment: assume street, drainage, curb, gutter and sidewalk modifications are limited to and will not extend beyond the BRT station area
 - 25th Side Stations: assume street, drainage, curb, gutter and sidewalk modifications are limited to and will not extend beyond the BRT station area
 - 25th Street Segment
 - Limits and design are based upon the preliminary plans provided by Ogden City (Washington to Jefferson Ave)

- Set curb lines to create an area for bike lanes, park strip and sidewalk and plazas.
- modifications to the storm drain system include adding storm drain where it currently does not exist within these reconstruction limits
- Assume most if not all the parking will be removed along this segment of the project.
- Assume no right-of-way will be required for the proposed improvements along this segment of the project.
- Exclusions:
 - Relocation or design of utility transmission lines
 - Public involvement or outreach to property owners
 - design to modify any of the Bigelow hotel conflicts
- Harrison Segment:
 - Limits of busway horizontal and vertical alignments are between 31st Street and 37th Street
 - Widening of Harrison is limited to station areas at 32nd and 36th Streets as presented in the preliminary plans
 - Assume side stations at 25th, 28th and 30th
 - Assume new pavement along Harrison Blvd is limited to the concrete bus pads at stations and widening areas. New pavement will tie into and match the existing pavement, existing pavement will remain in place as much as practicable.
- WSU Segment:
 - North Entrance Segment – Harrison Blvd to South side of University Circle
 - Quad Segment – South side of University Circle to South side of Browning Center
 - Wildcat Village Segment – South Side of Browning Center to County Ice Sheet Area
 - Dee Events Center and Hospital Segment – County Ice Sheet area to end of route (McKay Dee Hospital)
 - Design work is split out by segment and by intersections within segments; 4 Signalized Intersection – Dixon Parkway, Village Dr, and Country Hills Dr., and One-Way operation at the Quad.

Scoping.06.0 Develop Plans

The objective of this task is to develop the design for the corridor including intersections and side streets.

Designer will perform the following for this project:

- Develop vertical profiles where applicable.
- Develop typical sections.
- Develop plans. This will include roadway plan sheets showing topography features, horizontal and vertical design elements.
- Develop station locations and layouts.
- Develop striping layout to show the lane configuration on the geometry review plans

Deliverables:

- Plans for Scoping Meeting
- Geometry review Package

Assumptions:

- Design plans for Scoping Meeting, including, Typical Sections, Roadway and Roadway Profiles plots, design will generally be as shown in UTA provided preliminary plans, and as modified by
 - Resolution of Key Issues
 - Coordination with Ogden-WSU BRT project stakeholders.
- Plan sheets for individual disciplines (drainage, utilities, signals, lighting, traffic control, construction phasing, etc..) will not be produced for the scoping meeting, geometry review package or CM/GC RFP.
- Geometry Review drawings will be updated with Scoping meeting results
- Assume Summary Sheets will not be created

Scoping.07.0 Right-of-Way

Given the alignment, profiles, typical sections, and design shown in the Scoping plan, the Designer shall define the Project's footprint and the extent proposed construction and permanent structures will encroach on and occupy any private property and public lands. The Designer shall assist UTA in acquiring the necessary ROW by providing the necessary information to determine the limits of the project footprint.

The Designer shall develop a database of property acquisitions. This database will contain ownership and parcel information, acquisition type and size, and other pertinent information. This database will be maintained as needed.

Beyond the various ROW tasks defined above, the Designer shall provide additional support to UTA in its acquisition of ROW required to implement the Project, including, as may be necessary, the preparation of court exhibits for condemnation proceedings and the giving of testimony related to the certification of property needs.

Deliverables:

- Defined existing ROW footprint
- Summary of affected parcels
- ROW database
- Right of Way instruments for acquisition and temporary construction easements (TCE)

Assumptions:

- Summary of affected parcels includes adjacent parcels to correctly place properties in order to create legal descriptions.
- Assume 45 parcels require TCE's along Harrison Blvd for sidewalk, driveway and side station construction (27 on east side; 18 on west side).
- In addition to the 45 parcels, assume 15 parcels require acquisition and TCE's along Harrison Blvd. Preparation of ROW instruments follow UDOT format and requirements for these parcels.
- Assume four parcels require acquisition and TCE's to complete construction for the new signal at Harrison and 25th Street. Assume no TCE's are required to remove the signal at 26th Street.
- Assume TCE's will be set after the 60% review and will include input from the Contractor
- Assume three properties will need support for condemnation proceedings

Scoping.08.0 Permits

No permits are anticipated during the scoping phase

Assumptions:

- No permitting work in Scoping phase except obtaining access permits from UDOT, Ogden City, WSU or McKay Dee Hospital to perform design and data collection work (survey, utilities, geotechnical, etc.)

Scoping.09.0 Design Criteria

The Project will require the design and construction of an extensive list of civil works items. The Designer shall use UTA's preliminary drawings (*see* the UTA website) and UTA's BRT Design Criteria and UDOT's BRT Standards (currently being developed) as the basis for this engineering and design effort.

Before proceeding with the engineering and design, the Designer shall prepare a Project Design Criteria document that defines the criteria for all of the geometric and typical section elements of the project including the BRT running way, general purpose lanes, shoulders, etc. The Designer shall submit the Project Design Criteria to UTA and UDOT, Ogden City, McKay-Dee Hospital and WSU for their review and approval. Throughout the design, the Project Design Criteria shall be updated to reflect design changes and refinements.

Where design elements affect other agency facilities, such as UDOT structures or utilities, the Designer shall verify that the engineering and design complies with the owning agency design criteria.

Deliverables:

- Initial Project Design Criteria (PDC) document
- Design Exception (DE) Form
- Deviation from Standards Documentation

Assumptions:

- Formats of PDC, DE, and Deviation documents will be based on UTA and/or UDOT forms and modified as needed and applicable for each owner (UTA, UDOT, Ogden

City, Weber State, McKay-Dee Hospital).

Scoping.10.0 Geotechnical (AECOM)

The Designer shall conduct geotechnical investigations with sufficient field and laboratory work (including, borings, coring, test pits, soil tests, subsurface investigations, and laboratory testing) as UTA determines are required for the proper engineering and design of the Project. The Designer shall develop geotechnical recommendations and design requirements for proposed BRT running way, roadway, cut and fill sections, stations, retaining walls, storm water retention pond sites, and other areas sensitive to subsurface conditions.

10.1 Geotechnical Investigations

The AECOM team will identify locations for subsurface explorations, based on frequency and depth of explorations guidelines provided in the AASHTO LRFD Bridge Design Specifications for cut and fill areas and retaining structures. A safe work plan will be developed, blue stakes of Utah will be contacted and

traffic control devices will be used to facilitate exploration of subsurface conditions and collection of soil samples. Laboratory testing will be performed on selected soil samples.

Tasks:

- ☐ Select locations for subsurface explorations
- ☐ Prepare a site specific safe work plan for the subsurface explorations
- ☐ Communicate with Blue Stakes of Utah
- ☐ Coordinate with drilling contractor
- ☐ Perform subsurface explorations
- ☐ Perform lab tests on selected soil samples

10.2 Draft Geotechnical Report

The AECOM Team will prepare and submit a draft geotechnical report. The report will include:

- ☐ A description of the project alignment.
- ☐ Geological background based on a review of maps and literature.
- ☐ A summary of subsurface explorations and encountered conditions.
- ☐ Depth to groundwater, if encountered.
- ☐ A summary of laboratory test data.
- ☐ Seismic hazards including potential for liquefaction and lateral spread
- ☐ Earthwork and structural fill recommendations.
- ☐ Excavation considerations.
- ☐ Conventional spread foundation bearing capacity.
- ☐ Anticipated settlement estimations.
- ☐ Anticipated lateral earth pressures for design of retaining walls.
- ☐ Concrete mix design criteria for sulfate exposure.
- ☐ A plan showing the locations of explorations.
- ☐ Logs of subsurface explorations that include a summary of subsurface conditions encountered, including: soil classification, depth where groundwater is encountered, penetration resistance, and selected laboratory test results.

Tasks:

- ☐ Collect and review geotechnical data from maps, literature, subsurface conditions, and laboratory tests
- ☐ Prepare draft geotechnical report
- ☐ Submit draft report for review by UTA and UDOT personnel .

Deliverables:

- Draft Geotechnical Design Report.
- Final Geotechnical Design Report.
- Soil Data Sheets for Structures (i.e. retaining walls).
- Geotechnical specific Special Provision Specifications, as needed.

Assumptions:

- AASHTO requirements will be used to develop subsurface exploration frequency and depth.
- Subsurface explorations are planned to be performed:
 - For up to 25 new BRT Stations
 - excludes future stations in 23Rd at Lincoln and on 25th at Jackson; excludes platforms revisions at Ogden Transit Center
 - Along 4,700 feet of roadway widenings
 - To be used for retaining walls and pavement design.
 - Along 6,900 feet of new roadway
 - To be used for pavement design.
 - At two locations within existing mixed use areas (parking/drive area)
 - Length of explorations for walls is based on information presented in the concept plans (assumed 2200'). If additional wall limits are determined to

be required, additional exploration will be added through a contract modification

- Subsurface explorations up to 30 feet deep will be needed for retaining walls up to 12 feet tall.
- Subsurface explorations up to 20 feet deep will be needed for existing and planned bus and BRT stations.
- Subsurface explorations up to 60 feet deep will be needed to determine groundwater levels and if encountered will be used for liquefaction assessment.
- All borings can be drilled during daytime hours. Additional costs will be needed for night work labor, drilling subcontractors, and light plant rentals.
- Costs associated with bonding for right-of-way access permits are not included; it is assumed that bonding will be waived by UDOT Region 1 and Ogden City Permitting offices.
- Previously performed investigation data and logs can be used in design, but AECOM is not responsible for information provided by others.
- Access to UDOT pavement design software will be provided to AECOM personnel for design of roadway and busway pavement using subgrade information collected from subsurface explorations. If access is not provided to AECOM personnel, UDOT personnel will need to perform pavement design calculations.
- Temporary sheeting, shoring and bracing is excluded.
- Drawings will conform to UTA's CADD standards for drawings.

Scoping.11.0 Earthwork and Grading

The Designer shall calculate, engineer, and design all earthwork and grading. This design must include all details and calculations.

Deliverables:

- Retaining wall locations and types (cut or fill) identified
- Initial earthwork quantities

Assumptions:

- It is assumed in the Ogden Segment (23rd Street, Washington, and 25th Street) does not require any retaining walls

Scoping.12.0 Structural Design

It is intended that the design incorporate the most advantageous configuration of structure components in terms of cost, aesthetics, alignment, environmental impacts, and constructability.

This may include evaluation of alternative structural concepts and materials and the selection of a preferred choice for the given site condition.

During the scoping stage structural design will be limited to evaluation of the underground storm drain storage tank to determine its location and structural capacity; initial discussion and development of concepts and strategies for retaining walls and protecting utilities.

Deliverables:

- Evaluation of structural capacity of underground storm-drain storage tank

Assumptions:

- Design modifications to the storage tank are not included in the scope

Scoping.13.0 Drainage

Prepare hydraulic plans, including evaluating existing cross drains and other existing storm drainage facilities within the limits of the project.

Tasks will include the following:

- ☐ Field review to define extent of hydraulic plans.
- ☐ Runoff contributions from adjacent properties will be considered in the final design.
- ☐ Coordinate general drainage design concepts and constraints with UDOT, the Ogden City, and Weber State.
- ☐ Hydraulic analysis/design will include:
 - Storm drain system recommendations based on calculations and analysis of existing facilities.
 - The BRT running way, due to its proposed configuration, may require special storm drain system considerations.
 - System recommendations may include upgrades to existing facilities, number and location of proposed facilities.

The Designer will establish drainage design criteria based upon applicable owners' standards (UTA, UDOT, Ogden City, Weber State, McKay-Dee Hospital) for analysis, design and drainage infrastructure improvements.

Deliverables:

- Preliminary layout of storm drain facilities
- Drainage Design Criteria

Assumptions:

- Segment drainage assumptions:
 - WSU - new storm drain system
 - Harrison – modifications, relocations to the existing storm drain facilities is limited to the widened areas. Design or modifications to drainage outfalls outside the limits of the widening area is excluded.
 - Ogden City – modifications, relocations to the existing storm drain facilities are limited to side station areas and on 25th between Washington and Jefferson Ave. Hydrology analysis is excluded.
- Assume no storm drain improvements will be needed outside of the current limits of the project as defined by the plans provided with the environmental document and on 25th street between Washington Ave and Jefferson Ave.
- Assume no design or analysis will be necessary for the modifications of the underground detention between Grant and Kiesel Ave.

Scoping.14.0 Utilities

As much of the project is being built in a historic area there are concerns with impacts to existing aging utilities. Prior experience in working in these types of environments is helpful. As-built plans for utilities within the corridor have been provided by utility companies and provided to Designer by UTA. UTA does not ensure the accuracy of these plans. The Designer shall verify these identified utilities and all other utilities that exist within and adjacent to the Ogden BRT project. The Designer shall meet with all associated utility owners and obtain information regarding the location and size of the existing and planned facilities, identify a formal contact person with each

owner, and obtain additional as-builts and records to create composite utility plans showing all existing utility lines and facilities.

To check and verify accuracy of the prepared existing utility plans, the Designer shall conduct field surveys, including, necessary potholing, electronic equipment techniques, topographic surveying, and visual inspection.

The Designer shall identify any utilities conflicting with any proposed Ogden BRT project construction. The Designer shall determine with the utility owner the appropriate method (permanent and/or temporary relocation, strengthening for support and protection in place, and abandonment and salvage) to resolve the conflict. The Utah Transit Authority or appropriate jurisdiction will have final approval over the resolution.

Deliverables:

- CADD utility reference file (UMS)
- Hydraulics summary report (UMS)
- Report summarizing field investigation with highlights of unusual findings (UMS)

Assumptions:

- UMS utility research will stem from previous records investigation work performed by the Client. Reasonable efforts will be made to obtain supplemental utility records to produce the deliverables within the project schedule. The timely cooperation of utility owners may be necessary to develop the utility inventory map for facilities within the project area.
- All field work will be completed while the project corridor is clear of snow and ice.
- Sufficient project survey control exists along the project corridor for RTK GPS survey operations; consequently, labor for establishing survey control is currently not included within this scope of work and the associated cost estimate
- Confined space entry will not be required for this effort.
- Aerial Clearance measurements will not be required for the Phase 1 effort. The

locations of aerial wires, however, will be noted for clearance observations by others or during Phase 2 operations

- Vertical (depth and elevation) QL A observations will be tied to project control to an average accuracy of +/- 0.1 feet
- all field work will be completed during regular working hours (8:00 AM to 5:00 PM) and without start/stop time restrictions
- Field crews will use paint to mark out the utility alignments
- UTA will obtain all necessary right-of-entries, security clearances, etc. (including private land access) to allow field personnel to work outside the public right-of-way
- Phase 2 estimate is based upon up to 220 excavations located in the asphalt/concrete pavement requiring concrete/asphalt coring, flowable fill and Utilibond to repair the concrete/asphalt plug. The remaining 30 excavations are assumed to be located in the dirt
- Vacuum excavations which fail to expose the target utility after attaining a reasonable depth (6-7') will still be considered a completed excavation
- A maximum of 35 days of traffic control will be required for Phase 2 operations (test holes), Each excavation is accessible to the vac truck and crew
- Phase 1 (utility designating) estimate assumes 181,046 lineal feet of utilities and a maximum of 15 days of traffic control
- It is assumed that no transmission lines will require relocation as part of the design, only distribution lines.
- It is assumed in the Ogden Segment (23rd, Washington Blvd, and 25th Street) will not require the design for relocation of utility transmission lines, public or private but can be included as additional scope of work.
- Use Lidar and Ground Penetrating Radar to locate and establish the limits of the underground stormwater detention facility (along 23rd between Grant and Kiesel Ave).

Scoping.15.0 Stations and Platforms (PIVOT)

Stations and platforms have been conceptually located and sized. The Designer shall develop conceptual layouts of station platforms. This is to verify proper coordination with alignment and roadway/BRT running way features. Platform and canopy sizes will be validated using ridership projections and an evaluation of functional clearances for circulation and amenity layout. Architect shall design the layouts for typical stations which will include both center and side station configurations.

Canopy and platform designs will be developed using feedback and direction from UTA and project stakeholders. Lessons learned and feedback from the UVX stations in Provo/Orem will be used to influence the design of the stations. Architect will lead a goal setting session to identify the desired design character and elements for the stations.

A consistent corridor theme will be determined as part of the Scoping Phase. Up to two concepts will be developed. One concept will be based on the “historic” UTA light rail station canopies. The other concept will be designed based on feedback and stakeholder input. The designs will emphasize simple, inexpensive, visually attractive stations that comply with the requirements of the latest regulations resulting from the Americans with Disabilities Act of 1990 (ADA). Station and canopy design shall incorporate standard UTA components where possible.

Design work shall include the

following: Architectural services;

Architectural presentation services involving rendered digital drawings, 3-dimensional diagrams, visual simulations, and/or models of proposed stations or improvements as required to illustrate design concepts;

Architectural and station plan reviews and reports developed during design;

Station element design, including the following:

- 1) Typical station platforms – center and side configurations;
- 2) Shelters and Canopies concept designs;
- 3) Conceptual identification and/or layout of station amenities and equipment that may include; light poles, benches, railings, bollards, trash receptacles, wind screens, bicycle storage, Ticket Vending Machine (TVM), card readers, call box locations, security cameras, passenger information displays, directional signage;
- 4) Station and shelter lighting concepts;

Deliverables:

- Program memo summarizing the goals and required design character and elements for the stations
- Typical platform plans
- Graphic drawings illustrating the canopy and station design concepts
- Design process summary and documentation of decisions

Assumptions:

- Station size and locations will be confirmed and adjusted in coordination with other design disciplines and ridership data.
- Platform plans will be repetitive and applicable to multiple locations.
- Canopies will be designed as a scalable kit of parts that can be used at Center Stations and/or Side Stations.
- One canopy concept will be approved prior to proceeding with the 60% deliverable of the Design Phase listed below. Minor variations may be evaluated at up to 2 locations.
- Photovoltaic (PV) will not be utilized to power stations.
- Photo-realistic renderings will be provided for up to 3 locations.
- Review meetings will occur both in person and via online (goto/webex/skype) meeting. Up to 8 individual trips are assumed during the Scoping Phase.
- Architectural drawings shall be prepared in REVIT. All submittals will be made electronically in PDF format.

Scoping.16.0 Staging Plans and Maintenance of Traffic

None in Scoping phase

Scoping.16.1: Traffic Signal Simulation

See Scoping Task 3.0 for a description of the scope and the deliverables and assumptions for this task.

Scoping.17.0 Environmental Commitments

The EA will identify environmental commitments such as hazardous materials and wetland locations. The Designer shall include in the design any environmental commitments or mitigations required by the EA or environmental or developmental permits.

Deliverables:

- Review environmental commitments and document conformance

Assumptions:

- Mitigation Measures are listed in the FONSI for the Ogden/Weber State University Transit Project, Appendix D.
- Temporary impacts associated with construction activities and equipment could occur and will be addressed with standard construction specifications.
- Station lighting will be designed to minimize light pollution while improving safety
- Erosion control plan is included in drainage design
- Effort associated with any Environmental Re-Evaluation is not included in this scope of work but may be added through a contract modification

Scoping.18. Landscaping and Irrigation

The Designer shall coordinate with the local jurisdiction to provide planting and irrigation plans for landscaped areas, station platforms, and adjacent property restoration. Includes BRT/pedestrian corridor lighting design

Deliverables:

- Urban design concept for campus Quad area
- Urban design concept for Ogden City

Assumptions:

- BRT pedestrian lighting corridor is limited to WSU area and WSU standard light poles and luminaires will be utilized
- Assume no new corridor or pedestrian lighting along Harrison Blvd, 23rd, Washington, or 25th (station lighting is included with station design, lighting at signalized intersections is included with signal work). Relocation of existing lighting features is included.
- Assume landscaping along Harrison Blvd and at stations along 23rd, Washington, 25th is based upon “replacement in kind”, restoring to match existing.
- Ogden City will provide urban design concepts
- Strategies to bid and callout the landscaping work will be developed when the contractor has joined the team

Scoping.19.0 Noise and Vibration

The EA states: “The proposed action would have no noise and vibration impacts”.

Deliverables:

- None

Assumptions:

- Temporary noise and vibration impacts associated with construction activities and equipment could occur and will be addressed with standard construction specifications. Local noise regulations will apply.

Scoping.20.0 Design and Constructability Review

The Designer shall verify that the design meets all design specifications and standards. Such assurance must begin with the Designer performing design and constructability reviews. In addition to the Designer's reviews, UTA and UDOT will coordinate design reviews at the Geometry, 60%, 90%, and 100% design milestones, or as needed as determined by UTA and UDOT. These reviews are to be attended by UTA, UDOT, the Designer, the Contractor, and major stakeholders. The purpose of these reviews is to verify the basis of design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, verify adequate coordination between design disciplines, assess ADA compliance, assess operational safety, and coordinate between contract packages. The Designer shall document all comments received and actions taken including justifications for not including suggested revisions.

Deliverables:

- Documentation of Constructability Review (CR) for preliminary design and geometry review package.

Assumptions:

- Assume constructability review by design team to be completed by design staff

Scoping.21.0 Construction Drawings and Specifications

None in Scoping phase

Scoping.22.0 Value Engineering

None in Scoping phase

Scoping.23.0 Cost Estimating

The Designer will evaluate and update the cost estimate developed during the preliminary/environmental stage of the project for the scoping meeting.

Deliverables:

- Updated Conceptual Cost Estimate for Scoping Meeting

Assumptions:

- Estimate format will correspond with FTA SCC codes
- UTA will provide the cost estimates developed during the preliminary design stage
- Cost estimates will be updated using historical bid information
- UTA will perform the role of the ICE and develop estimates based on quantities provided by the design team. The design team will not be involved with pricing or developing cost estimates.

Scoping.24.0 Design Services during Construction (Optional Task)

None in Scoping phase

Scoping.25.0 As-Built Drawings (Optional Task)

None in Scoping phase.

Design.01.0 ADMINISTRATION

Scope, deliverables and assumptions for Administration tasks during the Design Stage are an extension of the Scoping Stage and are not repeated here. See Scoping.01.0

Design.02.0 Quality Control

It is the Designer's responsibility to provide a quality set of construction documents. The object of Quality Control (QC) is to assure that all project elements are engineered and designed in accordance with established engineering criteria and to reduce construction change orders due to design errors and omissions.

The previously submitted QC Plan will be used by the Designer and its subcontractors during all phases of this Scope of Work under this Contract, including design changes work during construction. The Designer shall execute the QC Plan and demonstrate that the Ogden BRT project plans and specifications have gone through a rigorous review and coordination effort. Specifically, the Designer shall complete the following:

Verify that personnel performing the work are qualified for their tasks. Anyone unfamiliar with the identified criteria or codes must be identified and trained. The training must be documented;

Participate in any audits of QC activities. Audit findings must be reviewed with the personnel having responsibility in the area being audited as well as those who produced the work;

Provide documentation of internal audits; and

Provide access for regular UTA and UDOT audits of Quality Control activities.

Deliverables:

- QC documentation at milestone submittals per approved QC plan
- Documentation of required training

Assumptions:

- Individual QC discipline efforts are estimated in individual task items and correspond to “QC” roles on project

Design.03.0 Surveying and Mapping

Scope, deliverables and assumptions for Surveying and Mapping (and Traffic) tasks during the Design Stage are an extension of the Scoping Stage and are not repeated here. See Scoping Surveying and Mapping (and Traffic) 03.0

Design.04.0 CONDUCT SCOPING MEETING

Not included - Scoping Meeting Task completed in Scoping Phase

Design.05.0 Develop Alignment

Update and refine horizontal and vertical alignments and design elements based on reviewer comments, continued coordination with Stakeholders, UTA and the Contractor to support design completion

Deliverables:

- Update and finalize design for busway, roadway, signing and striping, signals, typical sections, modeling, intersections, ADA connectivity, bike lane

configurations, alignments and supporting design incorporated into Design plan set

Assumptions:

- No unresolved Key Open Questions after Scoping phase. Re-work or additional analysis/design of listed or new Key Open Questions may require more hours than have been estimated that can be added through a contract modification.
- It is assumed along 23rd Street that modifications will be made for the addition of BRT stations but will not continue for the length of the corridor.
- Schedule and design effort may need to be revised through a contract modification if major design changes suggested during Value Engineering are to be incorporated into the final design.

Design.06.0 Develop Plans

The objective of this task is to develop the design for the corridor including intersections and side streets.

Designer will develop plan sheets for the following disciplines:

- ☐ Title, Index, Electronic Seals
- ☐ Cross Reference, and General Notes
- ☐ Horizontal Control
- ☐ Survey Control
- ☐ Typical Sections
- ☐ Detail Sheets
- ☐ Roadway, Roadway Profiles
- ☐ Grading Details
- ☐ Removals
- ☐ Drainage, Drainage Profiles
- ☐ Signing, Striping
- ☐ Sign Details
- ☐ Lighting
- ☐ Traffic Signals, Signal Schedules
- ☐ ATMS
- ☐ Existing Utilities, Test Hole Locations

- ☐ Utility Design and Details
- ☐ Landscaping, Irrigation
- Architectural – Stations, Platforms
- Structures – Stations
- ☐ Plumbing, Electrical, UTA Communication
- Structures – Retaining Walls, Misc. Structures

Confirm Right of Way requirements based on the footprint obtained from the preliminary plans.

Deliverables:

- Milestone meeting plan sets (at 60%, 90%, 100% design stages)

Assumptions:

- All Key Open Issues resolved prior to development of 60% plan set
- Timely and complete constructability comments received from contractor during 60% and 90% plan reviews
- Assume Summary Sheets will not be created
- Assume 100% construction drawings will be released in one RFC package

Design.07.0 Right-of-Way

Scope, deliverables and assumptions for Surveying and Mapping (and Traffic) tasks during the Design Stage are an extension of the Scoping Stage and are not repeated here. See Scoping.07.0 Right of Way

Design.08.0 Permits

The Designer shall, as requested by UTA, assist in the preparation of permit applications for the following:

Resource agency permits; Building permits; Land use permits; Electrical permits; Noise variances;

Construction water permits, including NPDES/UPDES, local City/County permits; Plumbing permits; Disposal permits; Permits for temporary construction office and staging areas; and Erosion control permits.

The Designer shall be responsible for obtaining any access permits from UDOT necessary to perform the Designer's work. Any safety training for staff necessary to obtain access is the responsibility of the Designer.

Deliverables:

- Attachments and figures

Assumptions:

- Design team assists contractor in permit preparation but is not leading preparation or overseeing submittal and approval.
- Plan Sheets and details created as a part of the project construction documents will be used as attachments for the permits. Custom details/exhibits for permits are excluded.
- Assume efforts for this task are minimal and incidental to other work. If efforts exceed this assumption additional hours to complete this work can be added can be added through a contract modification.

Design.09.0 Design Criteria

The Designer shall confirm design compliance with the previously submitted Project Design Criteria or update the document that defines the criteria for all of the geometric and typical section elements of the project including the BRT running way, general purpose lanes, shoulders, etc. The Designer shall submit any updates of the Project Design Criteria to UTA and UDOT for their review and approval. Throughout the design, the Project Design Criteria shall be updated to reflect design changes and refinements.

Where design elements affect other agency facilities, such as UDOT structures or utilities, the Designer shall verify that the engineering and design complies with the owning agency design criteria.

Deliverables:

- Update and finalize Project Design Criteria (PDC) document
- Update and finalize Design Exception (DE) Forms
- Update and finalize Deviation From Standards Documentation

Assumptions:

- Formats of PDC, DE, and Deviation documents will be based on UTA and/or UDOT forms and modified as needed and applicable for each owner (UTA, UDOT, Ogden City, Weber State, McKay-Dee Hospital)
- Work after scoping phase consists of updates to reflect design changes and refinements.
- Assume Design Exceptions and Deviations are evaluated and determined if acceptable by geometry review.

Design.10.0 Geotechnical (AECOM)

The scope described in this section is in addition to the Scope, Deliverables and Assumptions described in Scoping.10.0 Geotechnical. Additional Tasks, assumptions and deliverables are described below:

10.3 Geotechnical Engineering Design

AECOM geotechnical engineering personnel will perform analyses to prepare geotechnical recommendations that will be included in plan sheets and in project specifications. UDOT standard specifications will be used unless need for special provisions are identified. Special provision

sections could include excavation and backfilling, ground improvement measures, and geotechnical instrumentation.

Specific geotechnical designs might include:

- ☐ Cantilever retaining walls
- ☐ Portions of MSE Walls
- ☐ Passenger Platforms

Tasks:

- ☐ Review project requirements for seismic hazards and coordinate with designers to develop plan sheets with recommended geotechnical information
- ☐ Coordinate with structural engineers to develop layout, details, and design of retaining walls
- ☐ Coordinate with engineers to implement geotechnical recommendations in platform design

10.4 Final Geotechnical Report

After receiving comments from UTA and UDOT personnel regarding the draft geotechnical report, the team will address comments and prepare a final geotechnical report for publication.

Tasks:

- ☐ Respond to comments from draft geotechnical report
- ☐ Incorporate resolutions to comments into final report
- ☐ Finalize the geotechnical report and issue electronic copies to project team members.

Deliverables:

- Final geotechnical report
- Special Provisions

Assumptions:

- Apply UDOT Standards

Design.11.0 Earthwork and Grading

The Designer shall calculate, engineer, and design all earthwork and grading. This design must include all details and calculations.

Earthwork and grading details and calculations, including retaining wall types and construction details, will be coordinated with the selected contractor. Retaining wall systems will be selected by the contractor and supporting design information (line and grade) provided by the designer to meet owner and wall manufacturer design requirements.

Deliverables:

- Finalize retaining wall locations, heights, and types (cut or fill)
- Final earthwork quantities

Assumptions:

- Designer to coordinate with contractor to determine wall type (Cast-in-Place, MSE, Soil Nail, etc.)
- Contractor to coordinate with wall manufacturer for design of proprietary wall systems.

Design.12.0 Structural Design

It is intended that the design incorporate the most advantageous configuration of structure components in terms of cost, aesthetics, alignment, environmental impacts, and constructability.

This may include evaluation of alternative structural concepts and materials and the selection of a preferred choice for the given site condition.

The Designer shall prepare structural designs for all Ogden BRT project structures, including, bridges, retaining walls, culverts and drainage structures, station structures, foundations, and other

facilities. The design of structures associated with any roadway elements shall meet or exceed UDOT standards, or the standards of the appropriate jurisdictional owner of the roadway.

The Designer shall coordinate structural designs as appropriate with input provided by Ogden BRT project architects, designers, geotechnical engineers, systems engineers, and applicable jurisdictions.

Unknown structural design requirements will likely arise once final design elements are established. The Designer shall be responsible for the design of these miscellaneous facilities.

Deliverables:

- Initial retaining wall line and grade (wall top and bottom) – for coordination between roadway and structure designers
- Station structural design
- Small concrete structures

Assumptions:

- It is assumed in the Ogden Segment (23rd Street, Washington, and 25th Street) does not require any retaining walls

Design.13.0 Drainage

Prepare hydraulic plans, including evaluating the size and capacity of existing cross drains and other existing storm drainage facilities within the limits of the project.

Tasks will include the following:

- ☐ Field review to define extent of hydraulic plans.
- ☐ Runoff contributions from adjacent properties will be considered in the final design.
- ☐ Coordinate general drainage design concepts and constraints with UDOT, the Ogden city, and

Weber State.

- ☐ Hydraulic analysis/design will include:
 - Storm drain system recommendations based on calculations and analysis of existing facilities.
 - The BRT running way, due to its proposed configuration, may require special storm drain system considerations.
 - System recommendations may include upgrades to existing facilities, number and location of proposed facilities.
- ☐ Prepare initial hydraulic plans based on hydraulic analysis, showing approximate storm drainage system, showing general size and placement of hydraulic structures.
- ☐ Distribute initial hydraulic plans to appropriate personnel for comment and site visits.
- ☐ Coordinate appropriate Storm water Pollution Prevention Plan procedures and develop plans after drainage plans are approved.
- ☐ Includes Erosion Control (in 90% and 100% submittals only)

The Designer shall engineer and design drainage concepts and analyses using applicable owners' standards (UTA, UDOT, Ogden City, APWA, Weber State, McKay-Dee Hospital) and governing agency requirements. Verify that the final hydraulic design conforms to standards set by UTA, UDOT, Local, and Federal agencies and the governing environmental document. Drainage design must include calculations, plans, details, and quantities. The Designer shall also design temporary drainage during construction as requested by the Contractor as additional scope of work.

Deliverables:

- Final drainage design
- Erosion control design

Assumptions:

- It is assumed that no storm drain improvements will be needed outside of the current limits of the project as defined by the plans provided with the environmental document.
- Assume no hydrology analysis at side stations
- It is assumed in the Ogden Segment that no design will be necessary for the modifications of the underground detention between Grant and Kiesel Ave.
- Temporary drainage design work is excluded from this task but included in the Design.24.0 Design Support During Construction task.
- Assume drainage report consists of output tables generated from project software model.

Design.14.0 Utilities (Psomas, WCEC)

As much of the project is being built in a historic area there are concerns with impacts to existing aging utilities. Prior experience in working in these types of environments is helpful. As-built plans for utilities within the corridor have been provided by utility companies and provided to Designer by UTA. UTA does not ensure the accuracy of these plans. The Designer shall verify these identified utilities and all other utilities that exist within and adjacent to the Ogden BRT project. The Designer shall meet with associated utility owners and obtain information regarding the location and size of the existing and planned facilities, identify a formal contact person with each owner, and obtain additional as-builts and records to create composite utility plans showing existing utility lines and facilities. The Designer shall create these utility plans meeting CADD standards and identifying each utility by owner, type, and location.

To check and verify accuracy of the prepared existing utility plans, the Designer shall conduct field surveys, including, necessary potholing, electronic equipment techniques, topographic surveying, and visual inspection.

The Designer shall identify utilities conflicting with proposed Ogden BRT project construction. The Designer shall determine with the utility owner the appropriate method (permanent and/or temporary relocation, strengthening for support and protection in place, and abandonment and salvage) to resolve the conflict. The Utah Transit Authority will have final approval over the resolution. The Designer shall develop designs of the agreed relocations or other work including calculations, plans, details, and quantities and coordinate this effort with the utility owner. Where UTA and a utility owner have agreed, the utility owner will design the relocation and the Designer

shall review such third-party design work to verify its conformance with the Ogden BRT project design. The Designer shall assist UTA in the preparation of utility agreements with impacted utility owners.

Deliverables:

- Composite Utility Sheets
- Utility conflict matrix (60%, 90% and 100%)
- Construction drawing utility sheets for "wet" utilities (60%, 90%, 100%)
- Drawings/figures showing BRT improvements, conflicts and relocation information for "dry" utilities

Assumptions:

- Assume Utility Owner develops and provides design for "dry"/ private utilities
- Assume Design team provides construction drawings for "wet"/ public utilities
- Design for relocation or upgrade of utility transmission lines along 23rd Street, Washington Blvd and 25th Street is excluded..

Design.15.0 Stations and Platforms (PIVOT)

Stations and platforms have been conceptually located and sized. The Designer shall engineer and design layouts of station sites. This is to verify proper coordination with alignment and roadway/BRT running way features. Platform and canopy sizes will be validated using ridership projections and an evaluation of functional clearances for circulation and amenity layout. Architect shall design the layouts for the individual station sites which will include both center and side station configurations. The Architect will complete the architectural design, plans, details, and quantities of the stations, in collaboration with Structural, Electrical, and Civil Engineers.

A single canopy and platform design, selected prior to initiation of the 60% deliverable, will be refined with feedback and direction from UTA and project stakeholders. The designs will emphasize simple, inexpensive, visually attractive stations that comply with the requirements of the latest regulations resulting from the Americans with Disabilities Act of 1990 (ADA). Station and canopy design shall incorporate standard UTA components where possible.

Additional site design and canopy integration evaluation will be performed at the station locations listed in the "key open questions" of RFQ. Design work and process will be integrated with other disciplines and may include a workshop format to develop initial design concepts.

- ☐ Evaluate Washington Boulevard Station locations (up to 2 options)

- ☐ Evaluate Commuter Rail and BRT station configurations (up to 3 options)
- ☐ Evaluate Intermodal Center at Dee Event Center (up to 2 options)

The design work shall include the following:

Architectural and urban design adjacent to the stations;

Architectural presentation services involving rendered digital drawings, 3-dimensional diagrams, visual simulations, and/or models of proposed stations or improvements as required to illustrate design concepts;

Architectural and station plan reviews and reports developed during design; Station element design, including the following:

- 1) Platforms, including ramps, connecting crosswalks, and extensions for bicycle parking facilities;
- 2) Signage, including Real-time bus arrival (“Next Bus”), Passenger Information, Travel Direction, Station Rules, and other wayfinding signage as identified by UTA including multi-lingual signage where necessary;
- 3) Shelters and Canopies
- 4) Station furniture, including, light poles, trees, tree grates, benches, guard rails, bollards, trash receptacles, wind screens, and bicycle storage;
- 5) Station and station vicinity paving, including, paving patterns and materials, expansion joints, and edge details;
- 6) Station and shelter lighting;
- 7) Platform and canopy snow melt;
- 8) Service water connections; and
- 9) Coordination with the system subcontractor to provide communication services, Ticket Vending Machine (TVM), card readers, call box locations, security cameras, passenger information displays, directional signage and platform grounding; and

Assistance to UTA in gaining permits and approvals from state and local jurisdictions.

Deliverables:

- 30% Deliverable: Including design workshops and studies to complete the design to approximately 30% level of design. The following work at a minimum shall be completed prior to the 30% Design submittal:

- Architectural:
 - Spreadsheet summary of proposed platform and canopy sizes for each location
 - Prototype Station Plans (one for center station, one for side station) including:
 - Canopy footprint
 - Equipment locations
 - Signage
 - Benches
 - Trash receptacles
 - Windscreens
 - Boarding and alighting locations
 - Canopy Design Concept (up to two concepts may be prepared for the 30% deliverable)
 - Station design process summary
 - Site specific concept designs for up to 3 locations
 - CMGC evaluation criteria memo

- 60% Deliverable: This package will incorporate comments provided by UTA from the formal review of the 30%. A single canopy design will be selected by the beginning of the 60% phase. The following work, at a minimum shall be completed prior to the 60% Design Document submittal. This work will be coordinated with the civil plans.
 - Architectural Drawings for the following:
 - Site Plans as needed for site specific station design
 - Platform Plans
 - Canopy elevations, sections, and typical details
 - Platform Paving Plans indicating preliminary materials and patterns
 - Typical site details
 - Structural Engineering:
 - Primary structural frame
 - Footings and foundations supporting the structural frame
 - Electrical Engineering:
 - Power distribution from the main power connection point (assumed to be a power pole within 0.5 miles of the platform) to a main connection point on/near the platform
 - Heat trace on the roof and gutter system (a.k.a. “snow melt system”)
 - Lighting design necessary to illuminate the platform and canopy
 - Telecom infrastructure for ITS coordinated ticket machines, tap on/off and signage
 - Closed circuit television surveillance system design
 - Connecting the localized telecom infrastructure to the system-wide infrastructure
 - Power/Comm pedestal design and locations
 - Mechanical Engineering:

- Design a connection for a potable water hose-bib. Connection is assumed to be located near the edge of the station platform with a hose-bib on the platform
 - Connection of rain-conductors to the at-grade storm drainage system
 - Integration of snow-melt in the platforms
 - Outline specifications
 - Design drawings to support the RFP for CMGC selection and station construction team selection criteria
- 90% Deliverable: This package will incorporate comments provided by UTA from the formal review of the 60%. They shall reflect that design activities are at near complete status with a complete set of drawings, details, cross references, call-outs and construction notes.
 - Refinements of 60% drawings
 - Site Specific details
 - Shelter Specific details
 - Specifications
- 100% Deliverable: This package will incorporate comments provided by UTA from the formal review of the 90% Final Design Documents.
 - Refinements of 90% drawings and specifications
 - Structural calculations
 - Electrical one-line diagrams of required station power elements and indication of ultimate power source
 - Electrical one-line diagram of system telecom distribution

Assumptions:

- Station size and locations will be confirmed and adjusted in coordination with other design disciplines and ridership data.
- Platform plans will be repetitive and applicable to multiple locations. Sitespecific plans will not be provided for each station location. It is anticipated that site specific station designs will be necessary at a maximum of 8 platforms.
- Canopies will be designed as a scalable kit of parts that can be used at Center Stations and/or Side Stations.
- One canopy concept will be approved prior to proceeding with the 60% deliverable. Minor variations may be evaluated at up to 2 locations.
- Canopy designs will be proto-typed by the architectural team prior to beginning engineering. Concepts shall be approved by the Management Team prior to moving past 30% design of engineered systems.
- Photovoltaic (PV) will not be utilized to power stations.
- Each station will be individually powered and will include a stand-alone power and comm pedestal.
- Communication and power systems configurations, connections, and equipment design will be provided by other disciplines.

- Photo-realistic renderings will be provided for up to 5 locations and will be updated to reflect the current level of design at the end of each deliverable.
- Review meetings will occur both in person and via goto meeting. Up to 18 individual trips are assumed during the Design Phase.
- Architectural drawings shall be prepared in REVIT and exported to CAD for the final deliverable. All submittals will be made electronically in PDF format.
- Cost estimates will be provided by others. Architect will assist with evaluation and review of estimates and quantities.

Design.16.0 Staging Plans and Maintenance of Traffic

The Designer shall work with the UDOT and the Contractor to develop conditions and requirements for staging area plans, maintenance of traffic plans, construction phasing plans, access plans for businesses and residences, temporary signage plans, and truck routing plans. The Designer shall attend coordination meetings held with local authorities and public meetings with UTA's community relations staff to describe proposed construction phasing and traffic detour plans.

Deliverables:

- Maintenance of traffic requirements included in special provisions
- Updates to Decision Log

Assumptions:

- Contractor to develop and submit for review and approval staging area, construction phasing and Traffic Control plans
- Assume no CADD work for Traffic Control layout, drawings or plans.
- Hours and costs for this task are incidental to discussions and meetings associated with other tasks and are not isolated as a separate item of work

Design.17.0 Environmental Commitments

Scope, deliverables and assumptions for Environmental Commitments tasks during the Design Stage are an extension of the Scoping Stage and are not repeated here. See Scoping.17.0 Environmental Commitments.

Design.18.0 Landscaping and Irrigation

The Designer shall coordinate with the local jurisdiction to provide planting and irrigation plans for landscaped areas, station platforms, and adjacent property restoration. Includes BRT/pedestrian corridor lighting design Landscaping design must include the following:

A recommended plant list based on climate, environment, native plants, and soil conditions and research of the availability of the recommended plants;

The wetland and visual mitigation items listed in the EA and as required by environmental or development permits;

Water service needs for the irrigation system and electrical service needs for those irrigation systems; and

Plans and specifications for the protection of plants that are designated to remain in place during construction.

Deliverables:

- 60% Plan Submittal – includes plans and estimates for planting, inert ground covers and irrigation improvements. This level will show plant locations and quantities and detailed irrigation elements.
- 90% Plan Submittal – includes plans, specifications and estimates for planting, inert ground covers and irrigation improvements. This level will show plant locations, quantities, water calculations and construction notes. The irrigation plans will show lateral lines, valves, spray heads, emitters and construction notes.

100% Plan Submittal – includes final plans, specifications and estimates for planting, inert ground covers and irrigation improvements. This level will show information necessary for bidding and construction of the landscape improvements.

Assumptions:

- Assume no analysis or design for lighting. Assume WSU will provide standard pole, luminaire and light spacing.
- Assume power sources for lighting on WSU are near the BRT corridor, readily available and do not require complicated design and detailing.
- Corridor and pedestrian lighting design along Harrison Blvd, 23rd, Washington, and 25th is excluded, but relocation of existing lighting features is included.
- Private residential landscaping areas will be noted as “replace in kind”. There will not be specific designs or technical plans prepared for these locations.

Design.19.0 Noise and Vibration

Scope, deliverables and assumptions for Noise and Vibration tasks during the Design Stage are an extension of the Scoping Stage and are not repeated here. See Scoping.19.0 Noise and Vibration

Deliverables:

- Specifications for noise and vibration related construction activities

Assumptions:

- Temporary noise and vibration impacts associated with construction activities and equipment could occur and will be addressed with standard construction specifications. Local noise regulations will apply.
- Hours and costs for writing specifications for this task are incidental to discussions and meetings associated with other tasks and are not isolated as a separate item of work

Design.20.0 Design and Constructability Review

The Designer shall verify that the design meets all design specifications and standards. Such assurance must begin with the Designer performing design and constructability reviews. In

addition to the Designer's reviews, UTA and UDOT will coordinate design reviews at the 60%, 90%, and 100% design milestones, or as needed as determined by UTA and UDOT. These reviews are to be attended by UTA, UDOT, the Designer, the Contractor, and major stakeholders. The purpose of these reviews is to verify the basis of design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, verify adequate coordination between design disciplines, assess ADA compliance, assess operational safety, and coordinate between contract packages. The Designer shall document all comments received and actions taken including justifications for not including suggested revisions.

Deliverables:

- Documentation of internal design and constructability reviews per Task Design.02.0, Quality Control.
- Complete review packages for each of the 60%, 90% and 100% submittals, including
 - Construction Plans
 - Design Calculations
 - Construction Specifications – 90% and 100% submittals only
 - Current PDC, Design Exception, and Deviation from Standards documents
- Comment tracking and response document for each submittal

Assumptions:

- Assume one all day meeting for each milestone review to discuss submitted comments
- Comments are submitted by reviewers on time, in advance of the review meetings

Design.21.0 Construction Drawings and Specifications

The Designer shall complete a set of issued for construction drawings and construction specifications covering all anticipated design, materials, and workmanship. In addition to the

technical specifications, the Designer shall draft, as required by UDOT and UTA, special provisions of UDOT and UTA's general conditions.

Deliverables:

- Issued for Construction Drawings
- Issued for Construction Specification
- Index of Drawings and Specifications Issued For Construction

Assumptions:

- Full electronic drawing (CADD) files provided in MicroStation format
- Complete signed, sealed construction drawing, and specification package provided in PDF format
- No printed copies of construction drawings and specifications will be produced

Design.22.0 Value Engineering

The Designer shall evaluate the Contractor's, UDOT's, and UTA's VE proposals in a timely manner. The Designer shall identify the most effective alternatives that meet Project objectives and make recommendations to UTA. The Designer shall keep cost constraints in the foreground and verify that system interfaces are properly addressed.

Deliverables:

- A report containing recommendations for each Contractor, UDOT, and/or UTA VE proposal.

Assumptions:

- Schedule and design effort may need to be revised through a contract modification if major design changes suggested during Value Engineering are to be incorporated into the final design. Major VE changes provided near 60% may be incorporated without additional work. However, VE changes incorporated closer to the 90% submittal will likely require additional time and effort to complete.

Design.23.0 Cost Estimating

The Designer shall prepare material and product quantities, at the completion of the 60%, 90%, and 100% design stages.

Deliverables:

- Estimated quantities for 60%, 90%, and 100% packages

Assumptions:

- The Designer will not prepare cost estimates
- UTA will provide the cost estimates developed during the preliminary design stage
- Cost estimates will be prepared by the Contractor and ICE using quantities developed by the Designer

Design.24.0 Design Services during Construction

The Designer shall provide support services during the construction period. All work will be performed under the supervision of UTA's staff. The Designer's tasks during the construction period will include, but not necessarily be limited to, the following activities:

Attend meetings as requested;

Assist the UDOT/UTA resident engineer in the interpretation of the construction documents,

including the following:

- 1) Provide responses to Contractor-generated Requests for Information (RFI), design clarifications, corrections, revisions, supplemental drawings, specifications, updates, and decisions as required and requested by the UTA resident engineer within the time allotted by the resident engineer so as not to delay construction or procurement, and in no case in more than five working days of said request from the resident engineer;
- 2) Prepare design changes and designs as requested by UTA during the course of construction in a timely fashion so as not to delay construction
- 3) Assist in the review of product submittals and shop drawings; and

Assist UTA with the timely preparation of documents for CM/GC contract change orders or force account work so as not to delay the CM/GC contract;

Assist in the evaluation of Contractor proposed Value Engineering proposals

Deliverables:

- Response to RFI's
- Design Changes

Assumptions:

- Assume 1,500 hours for the design team to complete this task (see cost estimate for distribution of hours to team members)
- The amount of RFI's and design changes are unknown, if the assumed hours are inadequate additional hours can be added via a contract modification.

Design.25.0 As-Built Drawings

As elements of the Ogden BRT project are completed, make the updated plans and associated details available to the Contractor, which has the prime responsibility to record the actual constructed condition. The updated plans are to contain any field design changes, clarifications, and additions to the issued for construction drawings. The Designer shall review the Contractor-provided as-built drawings for conformance to design intent

Deliverables:

- As-built plans

Assumptions:

- Assume a total of 400 hours for the design team for as-built documents
- The amount of RFI's and changes that need to be incorporated in the as-built plans is unknown, if the assumed hours are inadequate additional hours will be added via a contract modification
- Assume no CADD revisions

Exhibit B
FEDERAL CLAUSES FOR A AND E CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

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 Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; 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; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

BUY AMERICA CERTIFICATION [Applicable Only to Contracts valued at more than \$150,000]

Contractor 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. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents 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.

CARGO PREFERENCE [Applicable Only to Contracts Involving Equipment, Materials or Commodities Transported by Ocean Vessels]

Contractor shall: (i) use privately owned US-Flag commercial vessels to ship at least 50% 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 the Contract, to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (ii) furnish, within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through Contractor in the case of a subcontractor's bill-of-lading.); and (iii) include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, 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 the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor 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.

CLEAN AIR [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

DEBARMENT AND SUSPENSION [Applicable Only to Contracts valued at more than \$25,000]

Contractor 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 Government wide 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, Contractor shall verify that its principals, affiliates, and subcontractors 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 award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Contractor 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 Contractor 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. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is _____. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work

related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

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 the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub recipients of federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, 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 the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

LOBBYING [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 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 any 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 USC 1352. 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 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

UTA and 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 the Contract and shall not be subject to any obligations or liabilities to UTA, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Contractor shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA 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. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer

software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) 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 below. 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.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Contractor agrees 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 Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. 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.

(4) 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.

(5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

RECYCLED PRODUCTS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between

their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor's organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Duties and obligations imposed by the Contract 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.

SEISMIC SAFETY [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

TERMINATION

Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

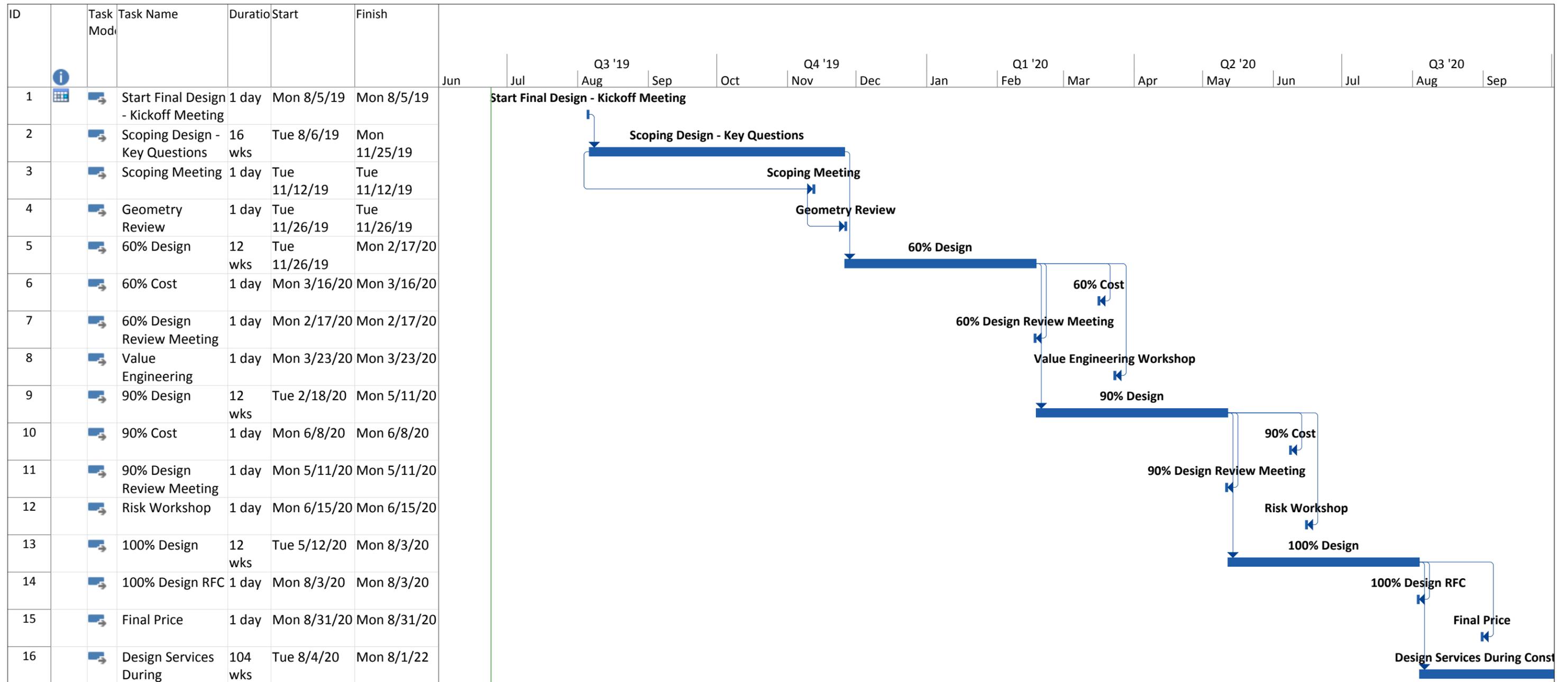
UTA may terminate this contract in whole or in part, for UTA's convenience or because of the failure of Contractor to fulfill the contract obligations. UTA shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

Accept Terms of Clauses *Karin Hoffman* Date *7/2/19*

Company Name *Jacobs Engineering Group Inc*

Federal I.D. No. *95-4081636*

Exhibit C
Design Schedule



Project: DesignSchedule-OgdenBRT rev start 2091
Date: Mon 6/24/19

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Progress	
Summary		Inactive Milestone		Manual Summary		Manual Progress	
Project Summary		Inactive Summary		Start-only			

Exhibit D

Final Design Cost Estimate

Ogden-Weber BRT Project
Jacobs Team - Price Proposal Summary

Firm	Totals
Jacobs	\$2,011,289
AECOM	\$1,685,080
WCEC	\$899,137
PIVOT	\$567,288
Psomas	\$744,368
UMS	\$547,305
*Pierline	\$164,469
*CTG	\$43,108
*L2	\$31,475
Jacobs Team Total	\$6,693,519
*DBE % (min 2.5%)	3.57%

**Ogden-Weber BRT Project
Estimated Task Costs - Firm Summary**

DESIGN TASK (Cost Summary)	Jacobs Task Cost	AECOM Task Cost	WCEC Task Cost	PIVOT Task Cost	Psomas Task Cost	UMS Task Cost	Pierline Task Cost	CTG Task Cost	L2 Task Cost	Task Cost Totals
Task 1.0 Administration	\$449,200	\$212,420	\$194,538	\$49,429	\$123,670					\$1,029,257
Task 2.0 Quality Control	\$3,835	\$5,431	\$22,435	\$2,768						\$34,469
Task 3.0 Survey and Mapping (Traffic)	\$30,363	\$194,308	\$18,313		\$73,934			\$41,484	\$31,475	\$389,878
Task 4.0 Conduct Scoping Meeting	\$12,319	\$12,828	\$12,702							\$37,849
Task 5.0 Develop Alignment	\$224,690	\$167,977	\$97,768							\$490,434
Task 6.0 Develop Plans	\$346,759	\$324,082	\$207,373							\$878,215
Task 7.0 Right-of-Way	\$13,888	\$8,444	\$19,923		\$166,832					\$209,087
Task 8.0 Permits	\$0	\$0	\$0							\$0
Task 9.0 Design Criteria	\$26,516	\$20,408	\$4,516							\$51,440
Task 10.0 Geotechnical	\$1,562	\$191,308	\$1,297							\$194,168
Task 11.0 Earthwork and Grading	\$34,514	\$25,340	\$20,838							\$80,692
Task 12.0 Structural Design	\$12,285	\$7,230	\$2,342				\$164,469			\$186,326
Task 13.0 Drainage	\$157,397	\$82,694	\$41,934							\$282,025
Task 14.0 Utilities	\$27,709	\$20,856	\$53,867		\$257,948	\$219,548				\$579,928
Task 15.0 Stations and Platforms	\$0	\$5,504	\$1,297	\$389,331						\$396,132
Task 16.0 Staging Plans and Maintenance of Traffic	\$0	\$0	\$0							\$0
Task 17.0 Environmental Commitments	\$9,018	\$3,358	\$5,405							\$17,782
Task 18.0 Landscaping and Irrigation	\$228,127	\$0	\$649							\$228,776
Task 19.0 Noise and Vibration	\$0	\$0	\$0							\$0
Task 20.0 Design and Constructability Review	\$14,843	\$23,377	\$649							\$38,869
Task 21.0 Construction Drawings and Specifications	\$35,844	\$44,740	\$13,442							\$94,026
Task 22.0 Value Engineering	\$0	\$0	\$0							\$0
Task 23.0 Cost Estimating	\$49,098	\$49,699	\$46,162							\$144,959
Task 24.0 Design Services during Construction	\$66,460	\$45,071	\$27,157	\$28,828	\$30,676					\$198,192
Task 25.0 As-Built Drawings	\$18,331	\$5,889	\$5,459	\$7,869	\$4,504					\$42,052
Subtotal Labor	\$1,762,758	\$1,450,965	\$798,069	\$478,225	\$657,564	\$219,548		\$41,484		
ODC - Travel, Printing, Ect.	\$37,000	\$60,000	\$5,300	\$41,388	\$7,896	\$301,411		\$1,624		
Fixed Fee (12%)	\$211,531	\$174,116	\$95,768	\$47,675	\$78,908	\$26,346				
Grand Total	\$2,011,289	\$1,685,080	\$899,137	\$567,288	\$744,368	\$547,305	\$164,469	\$43,108	\$31,475	\$6,693,519

**Ogden-Weber BRT Project
Estimated Hours - Firm Summary**

DESIGN TASK (Hour Summary)	Jacobs Task Hours	AECOM Task Hours	WCEC Task Hours	PIVOT Task Hours	Psomas Task Hours	UMS Task Hours	Pierline Task Hours	CTG Task Hours	L2 Task Hours	Team Task Hour Totals
Task 1.0 Administration	2911	1345	1250		732					6238
Task 2.0 Quality Control	20	32	144							196
Task 3.0 Survey and Mapping (Traffic)	194	1586	160		641			472	-	3053
Task 4.0 Conduct Scoping Meeting	72	80	88							240
Task 5.0 Develop Alignment	2241	1291	745							4277
Task 6.0 Develop Plans	3515	2700	2101							8316
Task 7.0 Right-of-Way	108	68	173		1483					1832
Task 8.0 Permits	0	0	0							0
Task 9.0 Design Criteria	219	150	32							401
Task 10.0 Geotechnical	12	1564	8							1584
Task 11.0 Earthwork and Grading	378	210	205							793
Task 12.0 Structural Design	100	58	16				1384			1558
Task 13.0 Drainage	1564	624	439							2627
Task 14.0 Utilities	194	156	576		2752	2920				6598
Task 15.0 Stations and Platforms	0	44	8	4972						5024
Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0							0
Task 17.0 Environmental Commitments	48	20	32							100
Task 18.0 Landscaping and Irrigation	2056	0	4							2060
Task 19.0 Noise and Vibration	0	0	0							0
Task 20.0 Design and Constructability Review	96	152	4							252
Task 21.0 Construction Drawings and Specifications	268	296	90							654
Task 22.0 Value Engineering	0	0	0							0
Task 23.0 Cost Estimating	451	370	440							1261
Task 24.0 Design Services during Construction	500	300	250	300	200					1550
Task 25.0 As-Built Drawings	150	50	50	100	50					400
Subtotal Hours	15097	11096	6815	5372	5858	2920	1384	472	-	49014
									Total Hours:	49,014

Jacobs Final Design	PM	Design Manager	SEGMENT LEAD	ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	Roadway EIT	Roadway EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	Signal Design Engineer	Electrical Engineer	Senior Planner	Planner	Senior LA	LA	LA QC	LA CADD Tech	admin support	Total Hours	Task Raw Labor	Task with Full Burden	
Design Task 3.0 Survey and Mapping (and Traffic Analysis)	20	32	16	4	6	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	90	\$	15,755.72	
Review survey/extopo data and develop supplemental survey request		4	2	2	6					6														20	\$	1,325.81	
Review ExUtil Data and develop supplemental mapping request		4	2	2						6														14	\$	1,012.01	
Field Visit/ Review																								0	\$	-	
Establish georeferenced seed file																								0	\$	-	
Projectwise folder structure and workspace setup																								0	\$	-	
TSP Design Coordination	12	12																						24	\$	2,471.41	
Coordinate with UTA operations	8	12	12																					32	\$	2,846.62	
RFQ open questions (Traffic Analysis Coordination)																								0	\$	-	
Evaluate Washington Ave Station location																								0	\$	-	
Determine turn pocket lengths																								0	\$	-	
Determine neighborhood traffic routing options																								0	\$	-	
Verify traffic modeling and travel time																								0	\$	-	
Design Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
N/A																									0	\$	-
Design Task 5.0 Develop Alignment	0	0	183	308	90	260	216	206	100	0	0	0	0	0	288	0	0	0	0	0	0	0	0	1651	\$	166,737.64	
RFQ open questions									100															100	\$	7,404.00	
Evaluate signal at 25th Street																								0	\$	-	
Evaluate Campus Entrance at 37th and Harrison																								0	\$	-	
Evaluate BRT crossing South Campus Drive																								0	\$	-	
Evaluate Dee Event Center Access Road (3 options)																								0	\$	-	
Evaluate Intermodal Center at Dee Event Center (2 options)																								0	\$	-	
Determine bike lane configuration on Harrison at 37th St																								0	\$	-	
Evaluate Preliminary Design																								0	\$	-	
Busway Design																								0	\$	-	
Update busway templates/ Typical Sections			2	2			16																	20	\$	760.01	
Update Busway horizontal and vertical alignments																								0	\$	-	
60% Busway Alignment Updates			2	6			24																	32	\$	1,247.76	
Busway Modeling																								0	\$	-	
60% Busway Modeling			2	6			24																	32	\$	1,247.76	
90% Busway Modeling			2	6			16																	24	\$	994.24	
100% Busway Modeling			2	2			8																	12	\$	506.49	
North Entrance Segment																								0	\$	-	
Forward-Compatible Concept for North Gateway																								0	\$	-	
Coordinate Harrison Blvd Intersection Design																								0	\$	-	
60% Harrison Blvd Intersection Design Coordination			2	4			4																	10	\$	496.84	
90% Harrison Blvd Intersection Design Coordination			2	4			4																	10	\$	496.84	
100% Harrison Blvd Intersection Design Coordination			1	2			2																	5	\$	248.42	
Design Dixon Parkway Intersection																								0	\$	-	
Update Dixon Pkwy template/ Typical Section			2	2			2																	6	\$	316.35	
Update horizontal and vertical alignments			2	4			2																	8	\$	433.46	
Update Dixon Pkwy intersection design																								0	\$	-	
60% Intersection Design			2	6			16																	24	\$	994.24	
90% Intersection Design			2	4			8																	14	\$	623.60	
100% Intersection Design			2	2			4																	8	\$	379.73	
Dixon Parkway Signal Design																								0	\$	-	
60% Signal Design															40									40	\$	2,277.60	
90% Signal Design															40									40	\$	2,277.60	
100% Signal Design															16									16	\$	911.04	
Update ADA Connectivity Design			2	2			8																	12	\$	506.49	
Update Striping Plan																								0	\$	-	
60% Striping Design Updates			2	4			8																	14	\$	635.84	
90% Striping Design Updates			2	2			6																	10	\$	452.29	
100% Striping Design Updates							4																	4	\$	132.88	
Update Signing Plan																								0	\$	-	
60% Signing Design Updates			2	4			12																	18	\$	768.72	
90% Signing Design Updates			2	2			8																	12	\$	518.73	
100% Signing Design Updates			1	2			4																	7	\$	317.92	
Public Safety Building Parking Design			2	8	32																			42	\$	2,277.92	
University Circle Design/ Intersection																								0	\$	-	
Update University Circle template/ Typical Section			2	2			6																	10	\$	444.07	
Update horizontal and vertical alignments			2	2			6																	10	\$	444.07	
Update University Circle intersection design																								0	\$	-	
60% Intersection Design			2	6			16																	24	\$	996.80	
90% Intersection Design			2	4			8																	14	\$	624.88	
100% Intersection Design			2	2			4																	8	\$	380.37	
Update ADA Connectivity Design			2	2			4																	8	\$	380.37	
Update Striping Plan																								0	\$	-	
60% Striping Design Updates			4	6			12																	22	\$	1,021.69	
90% Striping Design Updates			2	2			8																	12	\$	518.73	
100% Striping Design Updates							2																	2	\$	66.44	
Update Signing Plan																								0	\$	-	
60% Signing Design Updates			4	8			12																	24	\$	1,138.81	
90% Signing Design Updates			2	4			8																	14	\$	635.84	
100% Signing Design Updates																											

Jacobs Final Design	PM	Design Manager	SEGMENT LEAD	ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	Roadway EIT	Roadway EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	Signal Design Engineer	Electrical Engineer	Senior Planner	Planner	Senior LA	LA	LA QC	LA CADD Tech	admin support	Total Hours	Task Raw Labor	Task with Full Burden	
Busway Modeling slope evaluation and updates			2	6		24			2															34	\$ 1,432.56	\$ 2,948.21	
Sidewalk/pathway grading			2	6		16			2															26	\$ 1,166.80	\$ 2,401.27	
Update wall locations and wall types			2	6		12			2															22	\$ 1,033.92	\$ 2,127.81	
Dee Event Center/Hospital Segment																								0	\$ -	\$ -	
Busway Modeling slope evaluation and updates																								0	\$ -	\$ -	
Sidewalk/pathway grading																								0	\$ -	\$ -	
Update wall locations and wall types																								0	\$ -	\$ -	
Design Task 12.0 Structural Design	0	4	12	24	24	0	0	0	0	16	8	0	2	0	0	0	0	0	0	0	0	0	0	90	\$ -	\$ 11,102.70	
Retaining wall layout		4	8	16	24																			52	\$ 3,119.45	\$ 6,419.84	
Coordinate small structures			4	8						16	8		2											38	\$ 2,275.45	\$ 4,682.87	
Design Task 13.0 Drainage	0	0	0	0	0	0	0	0	0	400	200	360	88	0	0	0	0	0	0	0	0	0	0	1048	\$ -	\$ 107,523.91	
Develop drainage design criteria																								0	\$ -	\$ -	
Evaluate existing drainage																								0	\$ -	\$ -	
Update Drainage Layout																								0	\$ -	\$ -	
60% Updates										24		40	4											68	\$ 3,025.68	\$ 6,226.85	
90% Updates										24		32	4											60	\$ 2,775.84	\$ 5,712.68	
100% Updates										8		8	2											18	\$ 888.00	\$ 1,827.50	
Update hydrologic analysis																								0	\$ -	\$ -	
60% Updates										16		24	4											44	\$ 2,025.84	\$ 4,169.18	
90% Updates										20		16	4											40	\$ 2,026.08	\$ 4,169.67	
100% Updates										4		4	2											10	\$ 513.00	\$ 1,055.75	
Develop preliminary water quality and flood control features																								0	\$ -	\$ -	
60% Updates										32	16		4											52	\$ 3,070.56	\$ 6,319.21	
90% Updates										20	20		4											44	\$ 2,518.80	\$ 5,183.69	
100% Updates										4	4		2											10	\$ 586.56	\$ 1,207.14	
Preliminary irrigation layout																								0	\$ -	\$ -	
60% Updates										16	24		4											44	\$ 2,467.20	\$ 5,077.50	
90% Updates										16	20		4											40	\$ 2,268.72	\$ 4,669.03	
100% Updates										4	4		2											10	\$ 586.56	\$ 1,207.14	
Develop Storage Facility Design																								0	\$ -	\$ -	
60% Updates										32	16		4											52	\$ 3,070.56	\$ 6,319.21	
90% Updates										20	20		4											44	\$ 2,518.80	\$ 5,183.69	
100% Updates										4	4		2											10	\$ 586.56	\$ 1,207.14	
Design Inlet Placement/ Spread																								0	\$ -	\$ -	
60% Updates										8		32	4											44	\$ 1,775.52	\$ 3,654.02	
90% Updates										20		16	4											40	\$ 2,026.08	\$ 4,169.67	
100% Updates										4		4	2											10	\$ 513.00	\$ 1,055.75	
Update Culvert Design										16	32		4											52	\$ 2,864.16	\$ 5,894.44	
Design Energy Dissipation										16		24	2											42	\$ 1,887.84	\$ 3,885.17	
Design vertical storm drain profiles										16		40	4											60	\$ 2,525.52	\$ 5,197.52	
60% Updates										24		40	4											68	\$ 3,025.68	\$ 6,226.85	
90% Updates										24		32	4											60	\$ 2,775.84	\$ 5,712.68	
100% Updates										8		8	2											18	\$ 888.00	\$ 1,827.50	
Evaluate utility conflicts (put utils on profiles)										16	40		4											60	\$ 3,261.12	\$ 6,711.38	
Design Erosion Control										4		40	4											48	\$ 1,775.28	\$ 3,653.53	
Design Task 14.0 Utilities	12	24	24	8	16	0	0	0	0	8	12	0	0	0	0	0	0	0	0	0	0	0	0	104	\$ -	\$ 15,752.40	
review existing utility data																									0	\$ -	\$ -
evaluate conflicts and relocations	4	8	8	8	16					8	12													64	\$ 4,151.99	\$ 8,544.79	
identify betterments	8	16	16																					40	\$ 3,502.24	\$ 7,207.61	
Design Task 15.0 Stations and Platforms	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	\$ -	\$ -
RFQ open questions																									0	\$ -	\$ -
Evaluate Intermodal Center at Dee Event Center (2 options) See task 2																									0	\$ -	\$ -
finalize station location and platform																									0	\$ -	\$ -
Quad station																									0	\$ -	\$ -
Wildcat Village																									0	\$ -	\$ -
Dee Event Center																									0	\$ -	\$ -
McKay Dee Hospital Station																									0	\$ -	\$ -
Design Task 16.0 Staging Plans and Maintenance of Traffic	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	\$ -	\$ -
Design Maintenance of Traffic Plan Plan																									0	\$ -	\$ -
Design Task 17.0 Environmental Commitments	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$ -	\$ 4,509.08	
review environmental commitments and document conformance	8	8	8																						24	\$ 2,191.00	\$ 4,509.08
Design Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	120	285	86	24	366	20	264	0	1173	\$ -	\$ 129,449.39	
project research & setup																									0	\$ -	\$ -
develop urban design concept																									0	\$ -	\$ -
confirm urban design concept																									0	\$ -	\$ -
update urban design on WSU campus																	120	40	8	120		80		368	\$ 19,104.00	\$ 39,316.03	
update landscaping plan																	120		8	120	10	120		378	\$ 20,164.30	\$ 41,498.13	
update irrigation plan																	24	40	8	80	10	64		226	\$ 11,949.50	\$ 24,592.07	
aesthetics input on wall designs																	6	6		16		</					

Jacobs Final Design	PM	Design Manager	SEGMENT LEAD	ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	Roadway EIT	Roadway EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	Signal Design Engineer	Electrical Engineer	Senior Planner	Planner	Senior LA	LA	LA QC	LA CADD Tech	admin support	Total Hours	Task Raw Labor	Task with Full Burden	
Earthwork Quantities/Costs				4			8																	12	\$ 487.75	\$ 1,003.80	
Striping Quantities/Costs				2	4	8																		14	\$ 592.08	\$ 1,218.49	
Signing Quantities/Costs				2	4	8																		14	\$ 592.08	\$ 1,218.49	
Walls Quantities/Costs				2	6			6																14	\$ 622.02	\$ 1,280.11	
Lighting Quantities/ Costs				2	4			4																10	\$ 453.72	\$ 933.75	
Signals Quantities/ Costs																8								8	\$ 479.84	\$ 987.51	
Lighting Quantities/ Costs																8								8	\$ 479.84	\$ 987.51	
Drainage Quantities/ Costs										8		24	4					12	32	4	12	8		36	\$ 1,525.68	\$ 3,139.85	
Landscape and Urban Design Quantities/ Costs			2																					70	\$ 3,767.37	\$ 7,753.25	
Utility Quantities/ Costs																								0	\$ -	\$ -	
Erosion Control Quantities/ Costs										8		12	4											24	\$ 1,150.92	\$ 2,368.59	
prepare cost summary	3	12							8															23	\$ 2,074.00	\$ 4,268.28	
Design Task 24.0 Design Services during Construction	64	48	40	60	40	40	0	0	32	20	40	40	0	0	0	16	40	0	0	20	0	0	0	500	\$	\$ 66,460.22	
RFI review	64	48	40	60	40	40			32	20	40	40				16	40			20				500	\$ 32,293.59	\$ 66,460.22	
																								0	\$ -	\$ -	
																								0	\$ -	\$ -	
Design Task 25.0 As-Built Drawings	10	20	0	40	20	0	0	0	0	20	0	40	0	0	0	0	0	0	0	0	0	0	0	150	\$	\$ 18,331.12	
na	10	20		40	20					20		40												150	\$ 8,907.25	\$ 18,331.12	
																								0	\$ -	\$ -	
																								0	\$ -	\$ -	
Totals	807	1,000	965	1,140	803	932	782	1,004	412	918	698	964	202	0	360	252	872	308	184	1,220	103	1,080	123	15,097	\$ 856,539.44	\$ 1,762,758.16	
																									Fixed Fee	12%	\$ 211,530.98

hrs/week	16	19	19	22	15	18	15	19	8	18	13	19	4	0	7	5	17	6	4	23	2	21			Direct Costs	\$ 37,000.00	
																										Total Costs	\$ 2,011,289.14

AECOM Final Design		Principal	PM/ Segment Lead	Roadway Lead	Roadway Engineer	Roadway EIT	Quality Manager	Drainage Lead	Drainage Engineer	Senior Traffic Engineer	Traffic Engineer	ITS Lead	Traffic Signal Lead	Signal Engineer	Transit Lead	Transit EIT	Geotechnical Lead	Geotechnical Engineer	Construction Engineer	Project Controls	Admin	Cost Estimator	Total Hours	Task Raw Labor	Task with Full Burden
	Erosion Control Quantities						2	9	9													9	29	\$ 1,797.35	\$ 4,188.18
	prepare cost summary																						0	\$ -	\$ -
	Scoping/Design Task 24.0 Design Services during Construction	0	40	60	40	40	20	20	0	0	0	0	20	0	60	0	0	0	0	0	0	0	300	\$ -	\$ 45,071.19
	RFI Review		40	60	40	40	20	20					20		60								300	\$ 19,342.20	\$ 45,071.19
																							0	\$ -	\$ -
	Scoping/Design Task 25.0 As-Built Drawings	0	0	10	6	24	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	50	\$ -	\$ 5,888.56
				10	6	24									10								50	\$ 2,527.06	\$ 5,888.56
																							0	\$ -	\$ -
																							0	\$ -	\$ -
																							0	\$ -	\$ -
	Totals	0	529	1031	1162	1487	256	764	806	438	418	142	314	286	823	860	689	920	0	60	0	111	11096	\$ 622,678.18	\$ 1,450,964.70

Fixed Fee 12% \$ 174,115.76

Direct Costs \$ 60,000.00
Total Costs \$ 1,685,080.46

	Brent Schvaneveldt	Ryan Nuesmeyer	Gar Horton	Dave Lehman	Chad Larson	Staff	Dan Young	Cathy Romero	Andrew Beene	Staff	Dallas Wall	Rod Moore	Staff	Sam Sorensen	Staff	Paul Peterson	Lori Brainard			
WCEC Final Design	QC/QA Manager	Signal Lead	WCEC PM & SEGMENT LEAD	TRANSIT & ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	JR. CADD TECHNICIAN	UTILITY ENGINEER	UTILITY EIT	SIGNAL ENGINEER	ADMIN SUPPORT	Total Hours	Task Raw Labor	Task with Full Burden
Scoping Task 1.0 Administration	8	94	246	74	16	0	0	16	0	0	0	0	0	16	0	16	38	524		\$ 81,753.14
Management of design		4	32															0	\$ -	\$ -
project setup/invoicing			32														32	36	\$ 2,835.96	\$ 6,216.42
setup and update schedule			16															64	\$ 3,847.04	\$ 8,432.71
review and update risk register	4	4	16	4														16	\$ 1,265.92	\$ 2,774.90
coordination with Stakeholders (weekly meetings)		16	52															28	\$ 2,129.00	\$ 4,666.77
kickoff meeting		6	10	6													2	68	\$ 5,330.72	\$ 11,684.94
Task Force Meetings (weekly)		32	48	32														24	\$ 1,724.14	\$ 3,779.31
Internal design team meetings (weekly)	4	24	32	24	16			16						16		16	2	114	\$ 8,417.24	\$ 18,450.59
assist developing UTA contractor selection criteria		8	8	8														150	\$ 9,978.84	\$ 21,873.62
																		24	\$ 1,767.28	\$ 3,873.88
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Scoping Task 2.0 Quality Control	56	8	2	4	4	0	4	4	4	0	4	0	0	4	0	4	2	100		\$ 15,254.92
Develop QC plan	40	8	2	4	4		4	4	4		4			4		4	2	84	\$ 5,775.68	\$ 12,660.29
Quality Assurance Review/ Audit	16																	16	\$ 1,183.68	\$ 2,594.63
																		0	\$ -	\$ -
Scoping Task 3.0 Survey and Mapping (and Traffic Analy	4	16	2	4	8	0	0	8	0	0	0	32	0	8	0	4	2	88		\$ 10,940.80
Review survey/extopo data and develop supplemental	4		2	4	8			8				16		8		4	2	56	\$ 3,084.36	\$ 6,760.92
Review ExUtil Data and develop supplemental mapping request																		0	\$ -	\$ -
Field Visit/ Review																		0	\$ -	\$ -
Establish georeferenced seed file												8						8	\$ 345.20	\$ 756.68
Projectwise folder structure and workspace setup												8						8	\$ 345.20	\$ 756.68
Initiate TSP discussion and technology for bus detection		16																16	\$ 1,216.48	\$ 2,666.52
Perform operations analysis																		0	\$ -	\$ -
RFQ open questions (Traffic Analysis Coordination)																		0	\$ -	\$ -
Evaluate Washington Ave Station location																		0	\$ -	\$ -
Determine turn pocket lengths																		0	\$ -	\$ -
Determine neighborhood traffic routing options																		0	\$ -	\$ -
Verify traffic modeling and travel time																		0	\$ -	\$ -
																		0	\$ -	\$ -
ScopingTask 4.0 Conduct Scoping Meeting	0	10	22	14	14	0	0	14	0	0	0	0	0	14	0	0	0	88		\$ 12,702.33
Prepare for and document scoping meeting		4	16	8	8			8						8				52	\$ 3,452.28	\$ 7,567.40
Attend Scoping Meeting		6	6	6	6			6						6				36	\$ 2,342.58	\$ 5,134.94
																		0	\$ -	\$ -
Scoping Task 5.0 Develop Alignment	4	6	2	4	12	16	1	2	8	0	1	16	0	8	0	6	0	86		\$ 9,923.58
RFQ open questions	4																	4	\$ 295.92	\$ 648.66
Evaluate signal at 25th Street		4																4	\$ 304.12	\$ 666.63
Determine 25th Street Improvements with Ogden City																		0	\$ -	\$ -
Evaluate Washington Ave Station location		2	2	4	12	16	1	2	8		1	16		8		6		78	\$ 3,927.14	\$ 8,608.29
Evaluate Dee Event Center Access Road (3 options)																		0	\$ -	\$ -
Evaluate Intermodal Center at Dee Event Center (2 options)																		0	\$ -	\$ -
Determine bike lane configuration on Harrison at 37th St																		0	\$ -	\$ -
Evaluate Preliminary Design																		0	\$ -	\$ -
23rd Street Segment																		0	\$ -	\$ -
Lincoln Ave Design/ Intersection																		0	\$ -	\$ -
Develop busway templates/ Typical Sections																		0	\$ -	\$ -
Forward-Compatible Concept for Future Lincoln Stop																		0	\$ -	\$ -
Develop Busway horizontal and vertical alignments																		0	\$ -	\$ -
																		0	\$ -	\$ -
Coordinate Wall Ave Intersection Design																		0	\$ -	\$ -
Design Lincoln Ave Signalized Intersection																		0	\$ -	\$ -
Review ADA Connectivity to adjacent facilities																		0	\$ -	\$ -
Develop Striping Plan																		0	\$ -	\$ -
Develop Signing Plan																		0	\$ -	\$ -
Review Parking Impacts along 23rd Street																		0	\$ -	\$ -
Kiesel Ave Design/ Intersection																		0	\$ -	\$ -
Develop busway templates/ Typical Sections																		0	\$ -	\$ -
Develop horizontal and vertical alignments																		0	\$ -	\$ -
Develop Kiesel Ave intersection design																		0	\$ -	\$ -
Review ADA Connectivity to adjacent facilities																		0	\$ -	\$ -
Develop Striping Plan																		0	\$ -	\$ -
Develop Signing Plan																		0	\$ -	\$ -
Review Parking Impacts at Kiesel Ave																		0	\$ -	\$ -
Washington Blvd Segment																		0	\$ -	\$ -
Busway Design																		0	\$ -	\$ -
Develop busway templates/ Typical Sections																		0	\$ -	\$ -

WCEC Final Design	QC/QA Manager	Signal Lead	WCEC PM & SEGMENT LEAD	TRANSIT & ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	JR. CADD TECHNICIAN	UTILITY ENGINEER	UTILITY EIT	SIGNAL ENGINEER	ADMIN SUPPORT	Total Hours	Task Raw Labor	Task with Full Burden
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Scoping Task 9.0 Design Criteria	2	0	4	8	16	0	2	0	0	0	0	0	0	0	0	0	0	32	\$ -	\$ 4,515.70
Coordinate project-wide criteria	2																	2	\$ 147.96	\$ 324.33
23rd Street Segment																		0	\$ -	\$ -
Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/23rd Street criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Initiate design exception process																		0	\$ -	\$ -
Washington Segment																		0	\$ -	\$ -
Establish busway design criteria			1	2	4													7	\$ 441.04	\$ 966.76
Establish cross-street/Washington St criteria			1	2	4													7	\$ 441.04	\$ 966.76
Identify substandard design elements			1	2	4		1											8	\$ 515.02	\$ 1,128.92
Initiate design exception process			1	2	4		1											8	\$ 515.02	\$ 1,128.92
25th Street Segment																		0	\$ -	\$ -
Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/25th Street criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Initiate design exception process																		0	\$ -	\$ -
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Scoping Task 10.0 Geotechnical	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 648.66
develop boring plan based upon retaining wall locations																		0	\$ -	\$ -
provide alignment, profile and cross section information for pavement design and embankment analysis																		0	\$ -	\$ -
Verify project wide Geotechnical QC	4																	4	\$ 295.92	\$ 648.66
Scoping Task 11.0 Earthwork and Grading	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 648.66
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
																		0	\$ -	\$ -
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Scoping Task 12.0 Structural Design	4	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	12	\$ -	\$ 1,693.80
initial retaining wall layout																		0	\$ -	\$ -
identify small structures								8										8	\$ 476.80	\$ 1,045.15
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
Scoping Task 13.0 Drainage	8	0	1	0	0	0	0	2	4	12	2	0	0	4	8	0	0	41	\$ -	\$ 4,414.34
Develop drainage design criteria																		0	\$ -	\$ -
Evaluate existing drainage			1					2	4	12	2			4	8			33	\$ 1,422.00	\$ 3,117.02
Preliminary Drainage Layout																		0	\$ -	\$ -
Perform hydrologic analysis																		0	\$ -	\$ -
Develop preliminary water quality and flood control features																		0	\$ -	\$ -
Preliminary irrigation layout																		0	\$ -	\$ -
Develop Storage Facility Design																		0	\$ -	\$ -
Design Inlet Placement/ Spread																		0	\$ -	\$ -
Culvert Design																		0	\$ -	\$ -
Design Energy Dissipation																		0	\$ -	\$ -
Design vertical storm drain profiles																		0	\$ -	\$ -
Evaluate utility conflicts																		0	\$ -	\$ -
Design Erosion Control																		0	\$ -	\$ -
Project Wide QC Verification	8																	8	\$ 591.84	\$ 1,297.31
Scoping Task 14.0 Utilities	0	0	6	0	0	0	0	0	0	0	0	0	44	26	44	0	0	120	\$ -	\$ 11,217.43
Map existing utility information																		0	\$ -	\$ -
23rd Street Segment			2										12	6	12			32	\$ 1,367.36	\$ 2,997.25
Washington			2										8	4	8			22	\$ 964.32	\$ 2,113.79
25th Street Segment			2										24	16	24			66	\$ 2,785.76	\$ 6,106.39
																		0	\$ -	\$ -
Scoping Task 15.0 Stations and Platforms	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 648.66
RFQ open questions																		0	\$ -	\$ -
Evaluate Intermodal Center at Dee Event Center (2 options) See task 2																		0	\$ -	\$ -
finalize station location and platform																		0	\$ -	\$ -
Quad station																		0	\$ -	\$ -
Wildcat Village																		0	\$ -	\$ -
Dee Event Center																		0	\$ -	\$ -
McKay Dee Hospital Station																		0	\$ -	\$ -
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
																		0	\$ -	\$ -

WCEC Final Design	QC/QA Manager	Signal Lead	WCEC PM & SEGMENT LEAD	TRANSIT & ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	JR. CADD TECHNICIAN	UTILITY ENGINEER	UTILITY EIT	SIGNAL ENGINEER	ADMIN SUPPORT	Total Hours	Task Raw Labor	Task with Full Burden	
Scoping Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 17.0 Environmental Commitments	4	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$ -	\$ 2,036.10
review environmental commitments and document coordination	4		8																12	\$ 928.88	\$ 2,036.10
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 18.0 Landscaping and Irrigation	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 648.66
Project Wide QC Verification	4																		4	\$ 295.92	\$ 648.66
develop urban design concept																			0	\$ -	\$ -
confirm urban design concept																			0	\$ -	\$ -
develop initial urban design on WSU campus																			0	\$ -	\$ -
develop initial landscaping plan																			0	\$ -	\$ -
develop initial irrigation plan																			0	\$ -	\$ -
aesthetics input on wall designs																			0	\$ -	\$ -
BRT/Ped Corridor Lighting																			0	\$ -	\$ -
Scoping Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 20.0 Design and 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	\$ -	\$ -
Scoping Task 21.0 Construction Drawings and Specifications	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
na																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 22.0 Value Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
na																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 23.0 Cost Estimating	4	2	2	4	12	16	2	4	8	0	0	0	0	8	12	4	0	0	78	\$ -	\$ 8,624.77
Quantities and Cost Estimate		2	2	4	12	16	2	4	8					8	12	4			74	\$ 3,638.74	\$ 7,976.12
Project Wide QC Verification	4																		4	\$ 295.92	\$ 648.66
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 24.0 Design Services during Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
na																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Scoping Task 25.0 As-Built Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Scoping Subtotal	122	138	300	120	106	32	13	58	24	12	7	84	44	88	64	40	46	1298			
Design Task 1.0 Administration	4	119	356	81	30	0	0	30	0	0	0	0	0	30	0	22	54	726	\$ -	\$ 112,784.91	
Management of design																			0	\$ -	\$ -
60% Submittal Management		8	36																44	\$ 3,456.56	\$ 7,576.78
90% Submittal Management		4	36																40	\$ 3,152.44	\$ 6,910.15
100% Submittal Management		2	24																26	\$ 2,050.94	\$ 4,495.66
project setup/invoicing			36														48		84	\$ 4,821.12	\$ 10,567.90
Update schedule		4	12	4															20	\$ 1,516.60	\$ 3,324.39
review and update risk register	4	2	8	2															16	\$ 1,212.46	\$ 2,657.71
coordination with Stakeholders																			0	\$ -	\$ -
60% Submittal Stakeholder Coordination (weekly)		12	30																42	\$ 3,285.96	\$ 7,202.82
90% Submittal Stakeholder Coordination (weekly)		6	12																18	\$ 1,405.62	\$ 3,081.12
100% Submittal Stakeholder Coordination (bi-weekly)		6	12																18	\$ 1,405.62	\$ 3,081.12
kickoff meeting																			0	\$ -	\$ -
Task Force Meetings (weekly)																			0	\$ -	\$ -
60% Task Force Meetings (weekly)		18	36	18															72	\$ 5,400.54	\$ 11,837.98
90% Task Force Meetings (weekly)		18	36	18															72	\$ 5,400.54	\$ 11,837.98
100% Task Force Meetings (bi-weekly)		9	18	9															36	\$ 2,700.27	\$ 5,918.99
Internal design team meetings																			0	\$ -	\$ -
60% Internal Meetings (weekly)		12	24	12	12			12						12		12	4		100	\$ 6,514.20	\$ 14,279.13

WCEC Final Design	QC/QA Manager	Signal Lead	WCEC PM & SEGMENT LEAD	TRANSIT & ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	JR. CADD TECHNICIAN	UTILITY ENGINEER	UTILITY EIT	SIGNAL ENGINEER	ADMIN SUPPORT	Total Hours	Task Raw Labor	Task with Full Burden
90% Internal Meetings (weekly)		12	24	12	12			12						12		6	2	92	\$ 6,074.40	\$ 13,315.08
100% Internal Meetings (bi-weekly)		6	12	6	6			6						6		4		46	\$ 3,055.70	\$ 6,698.09
assist developing UTA contractor selection criteria																		0	\$ -	\$ -
																		0	\$ -	\$ -
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 2.0 Quality Control	40	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	\$ -	\$ 7,180.29
Develop QC plan																		0	\$ -	\$ -
Quality Assurance Review/ Audit	40		4															44	\$ 3,275.68	\$ 7,180.29
																		0	\$ -	\$ -
Design Task 3.0 Survey and Mapping (and Traffic Analysis)	0	0	4	4	4	0	0	4	0	0	0	8	8	16	24	0	0	72	\$ -	\$ 7,372.66
Review survey/extopo data and develop supplemental survey request																		0	\$ -	\$ -
Review ExUtil Data and develop supplemental mapping request			4	4	4			4				8	8	16	24			72	\$ 3,363.44	\$ 7,372.66
Field Visit/ Review																		0	\$ -	\$ -
Establish georeferenced seed file																		0	\$ -	\$ -
Projectwise folder structure and workspace setup																		0	\$ -	\$ -
TSP Design Coordination																		0	\$ -	\$ -
Coordinate with UTA operations																		0	\$ -	\$ -
RFQ open questions (Traffic Analysis Coordination)																		0	\$ -	\$ -
Evaluate Washington Ave Station location																		0	\$ -	\$ -
Determine turn pocket lengths																		0	\$ -	\$ -
Determine neighborhood traffic routing options																		0	\$ -	\$ -
Verify traffic modeling and travel time																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
N/A																		0	\$ -	\$ -
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 5.0 Develop Alignment	4	4	37	88	424	0	18	0	0	0	0	0	0	0	0	84	0	659	\$ -	\$ 87,843.96
RFQ open questions	4																	4	\$ 295.92	\$ 648.66
Evaluate signal at 25th Street																		0	\$ -	\$ -
Evaluate Campus Entrance at 37th and Harrison																		0	\$ -	\$ -
Evaluate BRT crossing South Campus Drive																		0	\$ -	\$ -
Evaluate Dee Event Center Access Road (3 options)																		0	\$ -	\$ -
Evaluate Intermodal Center at Dee Event Center (2 options)																		0	\$ -	\$ -
Determine bike lane configuration on Harrison at 37th St																		0	\$ -	\$ -
Evaluate Preliminary Design																		0	\$ -	\$ -
23rd Street Segment - 60% / 90% / 100%																		0	\$ -	\$ -
Lincoln Ave Intersection Design							2											2	\$ 147.96	\$ 324.33
Develop busway templates/ Typical Sections																		0	\$ -	\$ -
Develop Busway horizontal and vertical alignments																		0	\$ -	\$ -
Develop intersection design			1	4	16											4		25	\$ 1,502.16	\$ 3,292.73
Prepare traffic signal design		4	1													16		21	\$ 1,336.84	\$ 2,930.35
Develop Striping Plan			1	2	12											4		19	\$ 1,140.24	\$ 2,499.41
Develop Signing Plan			1	2	8											4		15	\$ 909.84	\$ 1,994.37
Design Parking Modifications																		0	\$ -	\$ -
Keisel Ave Intersection							4											4	\$ 295.92	\$ 648.66
Develop busway templates/ Typical Sections			1	4	12													17	\$ 1,033.36	\$ 2,265.13
Develop Busway horizontal and vertical alignments			1	2	16													19	\$ 1,132.24	\$ 2,481.87
Develop intersection design			1	4	20													25	\$ 1,494.16	\$ 3,275.20
Review ADA Connectivity to adjacent facilities			1	2	8													11	\$ 671.44	\$ 1,471.80
Develop Striping Plan			1	2	12													15	\$ 901.84	\$ 1,976.83
Develop Signing Plan			1	2	8													11	\$ 671.44	\$ 1,471.80
Design Parking Modifications			1	2	12													15	\$ 901.84	\$ 1,976.83
Washington Blvd Segment 60% / 90% / 100%							4											4	\$ 295.92	\$ 648.66
Develop busway templates/ Typical Sections			2	4	16													22	\$ 1,342.88	\$ 2,943.59
Develop Busway horizontal and vertical alignments			2	4	20											24		50	\$ 3,003.68	\$ 6,584.07
Develop intersection design			2	4	30											16		52	\$ 3,102.88	\$ 6,801.51
Review ADA Connectivity to adjacent facilities			2	4	8											8		22	\$ 1,358.88	\$ 2,978.66
Develop Striping Plan			2	4	20											4		30	\$ 1,811.68	\$ 3,971.20
Develop Signing Plan			1	2	12											4		19	\$ 1,140.24	\$ 2,499.41
Design Parking Modifications			1	4	16													21	\$ 1,263.76	\$ 2,770.16
25th Street Segment																		0	\$ -	\$ -
Jefferson Blvd Design/Intersection							4											4	\$ 295.92	\$ 648.66
Develop Template/ Typical Section			1	4	20													25	\$ 1,494.16	\$ 3,275.20
Develop horizontal and vertical alignments			1	2	16													19	\$ 1,132.24	\$ 2,481.87
Develop intersection design			1	4	20													25	\$ 1,494.16	\$ 3,275.20
Review ADA Connectivity to adjacent facilities			1	2	8													11	\$ 671.44	\$ 1,471.80
Develop Striping Plan			1	2	6													9	\$ 556.24	\$ 1,219.28

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90% Updates													16			10		26	\$ 1,253.60	\$ 2,747.89
100% Sheets													4			4		8	\$ 402.80	\$ 882.94
Signals																		0	\$ -	\$ -
60% Production		8	1										40			24		73	\$ 3,761.76	\$ 8,245.78
90% Updates		4											20			16		40	\$ 2,079.72	\$ 4,558.75
100% Sheets		2											10			8		20	\$ 1,039.86	\$ 2,279.37
Drainage																		0	\$ -	\$ -
60% Production			1					8	24	24		24						81	\$ 3,574.16	\$ 7,834.56
90% Updates								4	16	10		10						40	\$ 1,790.66	\$ 3,925.13
100% Sheets								2	8	4		4						18	\$ 818.68	\$ 1,794.55
Drainage Profiles																		0	\$ -	\$ -
60% Production			1					8	16	24		32						81	\$ 3,526.48	\$ 7,730.04
90% Updates								4	8	10		24						46	\$ 2,001.88	\$ 4,388.12
100% Sheets								2	2	4		8						16	\$ 696.62	\$ 1,526.99
Erosion Control																		0	\$ -	\$ -
60% Production			1										24					25	\$ 1,065.52	\$ 2,335.62
90% Updates													10					10	\$ 411.00	\$ 900.91
100% Sheets													4					4	\$ 164.40	\$ 360.36
Wall Sheets																		0	\$ -	\$ -
60% Updates																		0	\$ -	\$ -
90% Updates																		0	\$ -	\$ -
100% Sheets																		0	\$ -	\$ -
Landscape and Irrigation																		0	\$ -	\$ -
60% Production																		0	\$ -	\$ -
90% Updates																		0	\$ -	\$ -
100% Sheets																		0	\$ -	\$ -
Summary Sheets																		0	\$ -	\$ -
60% Production																		0	\$ -	\$ -
90% Updates																		0	\$ -	\$ -
100% Sheets																		0	\$ -	\$ -
Maintenance of Traffic																		0	\$ -	\$ -
60% Production			1	8	12	24							24					69	\$ 3,086.80	\$ 6,766.27
90% Updates				4	6	16							16					42	\$ 1,802.24	\$ 3,950.51
100% Sheets				2	4	8							8					22	\$ 958.72	\$ 2,101.51
Utility																		0	\$ -	\$ -
60% Production			1										80	16	40			137	\$ 5,544.24	\$ 12,152.97
90% Updates													60	8	16			84	\$ 3,420.56	\$ 7,497.87
100% Sheets													8	4	6			18	\$ 739.08	\$ 1,620.06
Structures																		0	\$ -	\$ -
60% Updates																		0	\$ -	\$ -
90% Updates																		0	\$ -	\$ -
100% Sheets																		0	\$ -	\$ -
Project Wide QC Verification	12																	12	\$ 887.76	\$ 1,945.97
Design Task 7.0 Right-of-Way	2	0	2	16	40	0	2	4	8	0	1	40	32	8	0	6	0	161	\$ 18,265.80	\$ 18,265.80
establish existing right of way limits and ownership																		0	\$ -	\$ -
evaluate initial right of way impacts	2		2	16	40	2	2	4	8		1	40	32	8		6		161	\$ 8,332.94	\$ 18,265.80
																		0	\$ -	\$ -
Design Task 8.0 Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Assist in permit preparation																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 9.0 Design Criteria	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Coordinate project-wide criteria																		0	\$ -	\$ -
North Entrance Segment																		0	\$ -	\$ -
Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/WSU criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Prepare and submit design exception																		0	\$ -	\$ -
Quad Segment																		0	\$ -	\$ -
Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/WSU criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Prepare and submit design exception																		0	\$ -	\$ -
Wildcat Village Segment																		0	\$ -	\$ -
Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/WSU criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Prepare and submit design exception																		0	\$ -	\$ -
Dee Event Center/Hospital Segment																		0	\$ -	\$ -

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Establish busway design criteria																		0	\$ -	\$ -
Establish cross-street/WSU criteria																		0	\$ -	\$ -
Establish hospital design criteria																		0	\$ -	\$ -
Identify substandard design elements																		0	\$ -	\$ -
Prepare and submit design exception																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 10.0 Geotechnical	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 648.66	\$ 648.66
develop boring plan based upon retaining wall locations																		0	\$ -	\$ -
provide alignment, profile and cross section information for pavement design and embankment analysis																		0	\$ -	\$ -
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
Design Task 11.0 Earthwork and Grading	4	0	7	14	54	116	6	0	0	0	0	0	0	0	0	0	0	201	\$ 20,189.81	\$ 20,189.81
23rd Street Segment																		0	\$ -	\$ -
Busway Modeling slope evaluation and updates			1	2	8	16	2											29	\$ 1,355.40	\$ 2,971.04
Sidewalk/pathway grading			1	2	8	16												27	\$ 1,207.44	\$ 2,646.71
Determine wall locations and wall types																		0	\$ -	\$ -
																		0	\$ -	\$ -
Washington Segment																		0	\$ -	\$ -
Busway Modeling slope evaluation and updates			1	2	8	16	2											29	\$ 1,355.40	\$ 2,971.04
Urban Design Grading/ impacts			1	2	8	18												29	\$ 1,274.44	\$ 2,793.57
Sidewalk/pathway grading			1	2	6	18												27	\$ 1,159.24	\$ 2,541.05
Determine wall locations and wall types																		0	\$ -	\$ -
																		0	\$ -	\$ -
25th Street Segment																		0	\$ -	\$ -
Busway Modeling slope evaluation and updates			1	2	8	16	2											29	\$ 1,355.40	\$ 2,971.04
Sidewalk/pathway grading			1	2	8	16												27	\$ 1,207.44	\$ 2,646.71
Determine wall locations and wall types																		0	\$ -	\$ -
																		0	\$ -	\$ -
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
																		0	\$ -	\$ -
																		0	\$ -	\$ -
Design Task 12.0 Structural Design	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 648.66	\$ 648.66
initial retaining wall layout																		0	\$ -	\$ -
identify small structures																		0	\$ -	\$ -
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
Design Task 13.0 Drainage	4	0	10	0	0	0	0	34	120	220	10	0	0	0	0	0	0	398	\$ 37,519.41	\$ 37,519.41
Develop drainage design criteria																		0	\$ -	\$ -
Evaluate existing drainage			2					8	24	40	2							76	\$ 3,301.64	\$ 7,237.19
Preliminary Drainage Layout			2					8	24	40	2							76	\$ 3,301.64	\$ 7,237.19
Perform hydrologic analysis																		0	\$ -	\$ -
Develop preliminary water quality and flood control features																		0	\$ -	\$ -
Preliminary irrigation layout																		0	\$ -	\$ -
Develop Storage Facility Design																		0	\$ -	\$ -
Design Inlet Placement/ Spread																		0	\$ -	\$ -
Culvert Design																		0	\$ -	\$ -
Design Energy Dissipation																		0	\$ -	\$ -
Design vertical storm drain profiles			2					8	32	60	2							104	\$ 4,364.52	\$ 9,567.03
Evaluate utility conflicts (put utils on profiles)			2					8	32	60	2							104	\$ 4,364.52	\$ 9,567.03
Design Erosion Control			2					2	8	20	2							34	\$ 1,488.28	\$ 3,262.31
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
Design Task 14.0 Utilities	4	0	16	0	0	0	0	0	0	0	0	0	96	136	204	0	0	456	\$ 42,649.66	\$ 42,649.66
review existing utility data			4										40	60	60			164	\$ 7,109.68	\$ 15,584.42
evalaute potential conflicts and relocations			6										40	60	120			226	\$ 9,277.92	\$ 20,337.20
identify potential betterments			6										16	16	24			62	\$ 2,773.44	\$ 6,079.38
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
																		0	\$ -	\$ -
Design Task 15.0 Stations and Platforms	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 648.66	\$ 648.66
RFQ open questions																		0	\$ -	\$ -
Evaluate Intermodal Center at Dee Event Center (2 options) See task 2																		0	\$ -	\$ -
finalize station location and platform																		0	\$ -	\$ -
Quad station																		0	\$ -	\$ -
Wildcat Village																		0	\$ -	\$ -
Dee Event Center																		0	\$ -	\$ -
McKay Dee Hospital Station																		0	\$ -	\$ -
Project Wide QC Verification	4																	4	\$ 295.92	\$ 648.66
																		0	\$ -	\$ -
																		0	\$ -	\$ -

WCEC Final Design	QC/QA Manager	Signal Lead	WCEC PM & SEGMENT LEAD	TRANSIT & ROADWAY LEAD	ROADWAY ENGINEER	ROADWAY EIT	ROADWAY QC	DRAINAGE LEAD	DRAINAGE ENGINEER	DRAINAGE EIT	DRAINAGE QC	CADD TECHNICIAN	JR. CADD TECHNICIAN	UTILITY ENGINEER	UTILITY EIT	SIGNAL ENGINEER	ADMIN SUPPORT	Total Hours	Task Raw Labor	Task with Full Burden	
Design Task 16.0 Staging Plans and Maintenance of Traf	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Design Task 17.0 Environmental Commitments	4	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$ -	\$ 3,369.37
review environmental commitments and document conformance		8	8																16	\$ 1,241.20	\$ 2,720.71
Project Wide QC Verification	4																		4	\$ 295.92	\$ 648.66
																			0	\$ -	\$ -
Design Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
project research & setup																			0	\$ -	\$ -
develop urban design concept																			0	\$ -	\$ -
confirm urban design concept																			0	\$ -	\$ -
develop initial urban design on WSU campus																			0	\$ -	\$ -
develop initial landscaping plan																			0	\$ -	\$ -
develop initial irrigation plan																			0	\$ -	\$ -
aesthetics input on wall designs																			0	\$ -	\$ -
																			0	\$ -	\$ -
Design Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Design Task 20.0 Design and Constructability Review	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 648.66
complete constructability review of preliminary design																			0	\$ -	\$ -
complete constructability review of CMGC RFP (30%)																			0	\$ -	\$ -
Project Wide QC Verification	4																		4	\$ 295.92	\$ 648.66
																			0	\$ -	\$ -
Design Task 21.0 Construction Drawings and Specificatio	2	16	24	16	16	0	0	8	0	0	0	0	0	8	0	0	0	0	90	\$ -	\$ 13,442.31
Specification and Final Deliverable Package		16	24	16	16			8						8					88	\$ 5,984.48	\$ 13,117.98
Project Wide QC Verification	2																		2	\$ 147.96	\$ 324.33
																			0	\$ -	\$ -
Design Task 22.0 Value Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
na																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Design Task 23.0 Cost Estimating	4	4	10	20	24	40	8	10	20	36	4	50	68	16	24	24	0	362	\$ -	\$ 37,537.17	
Review cost estimate from preliminary stage	4																		4	\$ 295.92	\$ 648.66
Removal Quantities/ Costs			1	2	4	8		2				8	8						33	\$ 1,502.24	\$ 3,292.91
Roadway Quantities/ Costs			1	4	4	8	2					8	8						35	\$ 1,662.52	\$ 3,644.24
Earthwork Quantities/ Costs			1	4	4	8	2					8	8						35	\$ 1,662.52	\$ 3,644.24
Striping Quantities/ Costs			1	2	4	8	2					4	8						29	\$ 1,358.40	\$ 2,977.61
Signing Quantities/ Costs			1	2	4	4						4	8						23	\$ 1,076.44	\$ 2,359.56
Walls Quantities/ Costs			1	4	4	4	2					4	8						27	\$ 1,355.92	\$ 2,972.18
Lighting Quantities/ Costs												2	4			8			14	\$ 727.50	\$ 1,594.68
Signals Quantities/ Costs		4	1	2								2	4			8			21	\$ 1,242.26	\$ 2,723.03
Drainage Quantities/ Costs			1					4	12	24	2	2	4						49	\$ 2,109.50	\$ 4,624.02
Landscape and Urban Design Quantities/ Costs																			0	\$ -	\$ -
Utility Quantities/ Costs			1										8	16	24	8			57	\$ 2,525.84	\$ 5,536.64
Erosion Control Quantities/ Costs			1					4	8	12	2	8							35	\$ 1,605.56	\$ 3,519.39
prepare cost summary																			0	\$ -	\$ -
Design Task 24.0 Design Services during Construction	0	8	44	34	32	0	0	34	0	0	0	26	26	34	0	12	0	250	\$ -	\$ 27,156.99	
Estimated Hours		8	40	30	30			30				10	10	30		12		200	\$ 12,389.14	\$ 27,156.99	
																			0	\$ -	\$ -
Design Task 25.0 As-Built Drawings	0	0	4	4	2	0	0	4	0	0	0	16	16	4	0	0	0	50	\$ -	\$ 5,458.96	
Estimated Hours			4	4	2			4				16	16	4				50	\$ 2,490.40	\$ 5,458.96	
Design Subtotal	100	173	545	323	894	486	34	160	222	332	15	492	909	284	314	230	54	5517			
																			0	\$ -	\$ -
																			0	\$ -	\$ -
																			0	\$ -	\$ -
Totals	222	311	841	439	998	518	47	214	246	344	22	560	937	368	378	270	100	6815	\$ 364,082.39	\$ 798,068.60	

Fixed Fee 12% \$ 95,768.23

Direct Costs \$ 5,300.00

Total Costs \$ 899,136.83

**Ogden-Weber BRT Project
PIVOT Cost Estimate**

PIVOT	Scoping (30%)	60% Review	90% Review	100% Package RFC	Services During Construction	Task Total
Task 1.0 Administration	\$24,410	\$11,513	\$7,675	\$5,830	\$0	\$49,429
Task 2.0 Quality Control	\$2,768	\$0	\$0	\$0	\$0	\$2,768
Task 3.0 Survey and Mapping	\$0	\$0	\$0	\$0	\$0	\$0
Task 4.0 Conduct Scoping Meeting	\$0	\$0	\$0	\$0	\$0	\$0
Task 5.0 Develop Alignment	\$0	\$0	\$0	\$0	\$0	\$0
Task 6.0 Develop Plans	\$0	\$0	\$0	\$0	\$0	\$0
Task 7.0 Right-of-Way	\$0	\$0	\$0	\$0	\$0	\$0
Task 8.0 Permits	\$0	\$0	\$0	\$0	\$0	\$0
Task 9.0 Design Criteria	\$0	\$0	\$0	\$0	\$0	\$0
Task 10.0 Geotechnical	\$0	\$0	\$0	\$0	\$0	\$0
Task 11.0 Earthwork and Grading	\$0	\$0	\$0	\$0	\$0	\$0
Task 12.0 Structural Design	\$0	\$0	\$0	\$0	\$0	\$0
Task 13.0 Drainage	\$0	\$0	\$0	\$0	\$0	\$0
Task 14.0 Utilities	\$0	\$0	\$0	\$0	\$0	\$0
Task 15.0 Stations and Platforms	\$113,313	\$100,093	\$100,093	\$75,831	\$0	\$389,331
Task 16.0 Staging Plans and Maintenance of Traffic	\$0	\$0	\$0	\$0	\$0	\$0
Task 17.0 Environmental Commitments	\$0	\$0	\$0	\$0	\$0	\$0
Task 18.0 Landscaping and Irrigation	\$0	\$0	\$0	\$0	\$0	\$0
Task 19.0 Noise and Vibration	\$0	\$0	\$0	\$0	\$0	\$0
Task 20.0 Design and Constructability Review	\$0	\$0	\$0	\$0	\$0	\$0
Task 21.0 Construction Drawings and Specifications	\$0	\$0	\$0	\$0	\$0	\$0
Task 22.0 Value Engineering	\$0	\$0	\$0	\$0	\$0	\$0
Task 23.0 Cost Estimating	\$0	\$0	\$0	\$0	\$0	\$0
Task 24.0 Design Services during Construction	\$0	\$0	\$0	\$0	\$28,829	\$28,829
Task 25.0 As-Built Drawings	\$0	\$0	\$0	\$0	\$7,869	\$7,869
Subtotal Labor	\$140,491	\$111,606	\$107,769	\$81,661	\$36,698	\$478,225
ODC - Travel, Printing, Ect. **	\$12,200	\$9,696	\$4,898	\$4,898	\$9,696	\$41,388
Fixed Fee	\$14,049	\$11,161	\$10,777	\$8,166	\$3,670	\$47,823
Grand Total	\$166,740	\$132,463	\$123,444	\$94,726	\$50,064	\$567,436

Ogden-Weber BRT Project
PIVOT Cost Estimate

60% Review	PRINCIPAL	SENIOR ARCH	ASSOCIATE	ARCHITECT 2	DESIGNER 5	DESIGNER 2	ACCOUNTING	Total Hours	Task Raw Labor	Task with Full Burden
	\$ 58.00	\$ 50.00	\$ 42.00	\$ 34.00	\$ 31.00	\$ 25.00	\$ 29.00			2,3063
Task 1.0 Administration	56	0	36	0	0	0	8	100		\$ 11,513.05
Management of design effort/invoicing	24		12				8	44	\$ 2,128.00	\$ 4,907.81
Internal design team meetings	16		16					32	\$ 1,600.00	\$ 3,690.08
Stakeholder Coordination	16		8					24	\$ 1,264.00	\$ 2,915.16
Task 2.0 Quality Control	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 3.0 Survey and Mapping	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 5.0 Develop Alignment	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 6.0 Develop Plans	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 7.0 Right-of-Way	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 8.0 Permits	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 9.0 Design Criteria	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 10.0 Geotechnical	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 11.0 Earthwork and Grading	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 12.0 Structural Design	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 13.0 Drainage	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 14.0 Utilities	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 15.0 Stations and Platforms	200	36	200	240	240	240	0	1156		\$ 100,093.42
60% submittal	200	36	200	240	240	240		1156	\$ 43,400.00	\$ 100,093.42
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 17.0 Environmental Commitments	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 20.0 Design and Constructability Review	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 21.0 Construction Drawings and Specifications	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 22.0 Value Engineering	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 23.0 Cost Estimating	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 24.0 Design Services during Construction	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 25.0 As-Built Drawings	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Totals	256	36	236	240	240	240	8	1256	\$ 48,392.00	\$ 111,606.47

Direct Costs		
Airfare direct flights (\$850/ea)*8 flights	\$	6,800.00
Hotel Rates/\$125 night per GSA* 8 nights (\$150 w/tax)	\$	1,200.00
M&IE rates/\$56 day per GSA*16 days	\$	896.00
Rental Car \$70 day estimate* 10 days	\$	700.00
Printing/Miscellaneous	\$	100.00
Subtotal Directs	\$	9,696.00

Fixed Fee	10%	\$ 11,160.65
Direct Costs		\$ 9,696.00
Total Costs		\$ 132,463.12

Ogden-Weber BRT Project
PIVOT Cost Estimate

90% Review	PRINCIPAL	SENIOR ARCH	ASSOCIATE	ARCHITECT 2	DESIGNER 5	DESIGNER 2	ACCOUNTING	Total Hours	Task Raw Labor	Task with Full Burden
	\$ 58.00	\$ 50.00	\$ 42.00	\$ 34.00	\$ 31.00	\$ 25.00	\$ 29.00			2.3063
Task 1.0 Administration	36	0	24	0	0	0	8	68		\$ 7,675.37
Management of design effort/invoicing	24		12				8	44	\$ 2,128.00	\$ 4,907.81
Internal design team meetings	12		12					24	\$ 1,200.00	\$ 2,767.56
								0	\$ -	\$ -
Task 2.0 Quality Control	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 3.0 Survey and Mapping	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 5.0 Develop Alignment	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 6.0 Develop Plans	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 7.0 Right-of-Way	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 8.0 Permits	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 9.0 Design Criteria	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 10.0 Geotechnical	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 11.0 Earthwork and Grading	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 12.0 Structural Design	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 13.0 Drainage	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 14.0 Utilities	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 15.0 Stations and Platforms	200	36	200	240	240	240	0	1156		\$ 100,093.42
90% submittal	200	36	200	240	240	240		1156	\$ 43,400.00	\$ 100,093.42
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 17.0 Environmental Commitments	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 20.0 Design and Constructability Review	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 21.0 Construction Drawings and Specifications	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 22.0 Value Engineering	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 23.0 Cost Estimating	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 24.0 Design Services during Construction	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 25.0 As-Built Drawings	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Totals	236	36	224	240	240	240	8	1224	\$ 46,728.00	\$ 107,768.79

Direct Costs									Fixed Fee	10%	\$ 10,776.88
Airfare direct flights (\$850/ea)*4 flights	\$	3,400.00							Direct Costs		\$ 4,898.00
Hotel Rates/\$125 night per GSA* 4 nights (\$150 w/tax)	\$	600.00									
M&IE rates/\$56 day per GSA*8 days	\$	448.00									
Rental Car \$70 day estimate* 5 days	\$	350.00									
Printing/Miscellaneous	\$	100.00									
Subtotal Directs	\$	4,898.00							Total Costs	\$	123,443.67

Ogden-Weber BRT Project
PIVOT Cost Estimate

100% Pacakge RFC	PRINCIPAL	SENIOR ARCH	ASSOCIATE	ARCHITECT 2	DESIGNER 5	DESIGNER 2	ACCOUNTING	Total Hours	Task Raw Labor	Task with Full Burden
	\$ 58.00	\$ 50.00	\$ 42.00	\$ 34.00	\$ 31.00	\$ 25.00	\$ 29.00			2,3063
Task 1.0 Administration	28	0	16	0	0	0	8	52		\$ 5,830.33
Management of design effort/invoicing	20		8				8	36	\$ 1,728.00	\$ 3,985.29
Internal design team meetings	8		8					16	\$ 800.00	\$ 1,845.04
								0	\$ -	\$ -
Task 2.0 Quality Control	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 3.0 Survey and Mapping	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 5.0 Develop Alignment	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 6.0 Develop Plans	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 7.0 Right-of-Way	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 8.0 Permits	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 9.0 Design Criteria	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 10.0 Geotechnical	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 11.0 Earthwork and Grading	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 12.0 Structural Design	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 13.0 Drainage	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 14.0 Utilities	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 15.0 Stations and Platforms	160	36	160	180	160	160	0	856		\$ 75,831.14
100% submittal	160	36	160	180	160	160		856	\$ 32,880.00	\$ 75,831.14
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 17.0 Environmental Commitments	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 20.0 Design and Constructability Review	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 21.0 Construction Drawings and Specifications	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 22.0 Value Engineering	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 23.0 Cost Estimating	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 24.0 Design Services during Construction	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 25.0 As-Built Drawings	0	0	0	0	0	0	0	0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Totals	188	36	176	180	160	160	8	908	\$ 35,408.00	\$ 81,661.47

									Fixed Fee	10%	\$ 8,166.15
Direct Costs									Direct Costs		\$ 4,898.00
Airfare direct flights (\$850/ea)*4 flights	\$	3,400.00							Total Costs		\$ 94,725.62
Hotel Rates/\$125 night per GSA* 4 nights (\$150 w/tax)	\$	600.00									
M&IE rates/\$56 day per GSA*8 days	\$	448.00									
Rental Car \$70 day estimate* 5 days	\$	350.00									
Printing/Miscellaneous	\$	100.00									
Subtotal Directs	\$	4,898.00									

Ogden-Weber BRT Project
PIVOT Cost Estimate

Services During Construction	PRINCIPAL	SENIOR ARCH	ASSOCIATE	ARCHITECT 2	DESIGNER 5	DESIGNER 2	ACCOUNTING	Total Hours	Task Raw Labor	Task with Full Burden
	\$ 58.00	\$ 50.00	\$ 42.00	\$ 34.00	\$ 31.00	\$ 25.00	\$ 29.00			2,3063
Task 1.0 Administration	0	0	0	0	0	0	0	0		\$ -
Management of design effort/invoicing								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 2.0 Quality Control	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 3.0 Survey and Mapping	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 4.0 Conduct Scoping Meeting	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 5.0 Develop Alignment	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 6.0 Develop Plans	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 7.0 Right-of-Way	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 8.0 Permits	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 9.0 Design Criteria	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 10.0 Geotechnical	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 11.0 Earthwork and Grading	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 12.0 Structural Design	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 13.0 Drainage	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 14.0 Utilities	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 15.0 Stations and Platforms	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 16.0 Staging Plans and Maintenance of Traffic	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 17.0 Environmental Commitments	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 18.0 Landscaping and Irrigation	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 19.0 Noise and Vibration	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 20.0 Design and Constructability Review	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 21.0 Construction Drawings and Specifications	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 22.0 Value Engineering	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 23.0 Cost Estimating	0	0	0	0	0	0	0	0		\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 24.0 Design Services during Construction	100	0	100	0	0	100	0	300		\$ 28,828.75
Desig Services During Construction	100		100			100		300	\$ 12,500.00	\$ 28,828.75
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Task 25.0 As-Built Drawings	8	0	0	32	60	0	0	100		\$ 7,869.10
Architectural as-builts	8			32	60			100	\$ 3,412.00	\$ 7,869.10
								0	\$ -	\$ -
								0	\$ -	\$ -
								0	\$ -	\$ -
Totals	108	0	100	32	60	100	0	400	\$ 15,912.00	\$ 36,697.85

									Fixed Fee	10%	\$ 3,669.78
Direct Costs									Direct Costs		\$ 9,696.00
Airfare direct flights (\$850/ea)*8 flights	\$	6,800.00							Total Costs		\$ 50,063.63
Hotel Rates/\$125 night per GSA* 8 nights (\$150 w/tax)	\$	1,200.00									
M&IE rates/\$56 day per GSA*16 days	\$	896.00									
Rental Car \$70 day estimate* 10 days	\$	700.00									
Printing/Miscellaneous	\$	100.00									
Subtotal Directs	\$	9,696.00									

Utah Transit Authority
 Ogden - WSU BRT
 May 16, 2019

Utilities Coordination Fee Summary						
Item	Design Review Package	CM/GC RFP Package	60% Package	90% Package	100% Package	Construction Services
Management	\$32,867	\$17,232	\$32,497	\$20,537	\$20,537	\$ 30,676
Project Start-Up, Project Review, Project Management						
Technical Task Force Meetings						
Internal Design Team Meetings						
Stakeholder Meetings						
Design - Utility Packages	\$66,785	\$0	\$100,207	\$55,408	\$35,548	\$4,504
Harrison Blvd. & WSU Segments						
AT&T						
Century Link						
Comcast						
Dominion energy						
Electric Lightwave/Zayo						
McKay-Dee Hospital						
Ogden City						
Pineview Water						
Syringa						
Weber Basin						
Weber State University						
UDOT						
Overall Composite Utility Sheets						
Total Labor + Overhead	\$99,651	\$17,232	\$132,705	\$75,945	\$56,085	\$35,181
Profit (12%)	\$11,958	\$2,068	\$15,925	\$9,113	\$6,730	\$4,222
Package Total	\$111,610	\$19,299	\$148,629	\$85,058	\$62,815	\$39,402
Total Fee						

\$416,798
 \$50,016
\$466,814
 \$7,288

Estimated ODC's

Utah Transit Authority
Ogden - WSU BRT
 May 16, 2019

Task 1: Data Gathering and Geometric Design Package Review (13 Weeks)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Start-Up, Project Review, Project Management	52	24						76	
Technical Task Force Meetings (Weekly for 8 weeks)	24							24	
Internal Design Team Meetings (Weekly for 8 weeks)	24	12						36	
Stakeholder Meetings (Weekly for 8 weeks, bi-weekly for 5)	58							58	
								194	
Design - Utility Packages									
Harrison Blvd. & WSU Segments									
AT&T	4	4	8	0	8			24	
Century Link	4	4	8	2	12			30	
Comcast	4	6	12	4	16			42	
Dominion energy	6	8	16	4	16			50	
Electric Lightwave/Zayo	4	4	8	4	12			32	
McKay-Dee Hospital	8	8	8	0	0			24	
Ogden City	32	32	24	8	40			136	
Pineview Water	6	12	16	4	12			50	
Rocky Mountain Power	16	12	24	0	12			64	
Syringa	4	4	8	0	0			16	
Weber Basin	6	6	10	2	4			28	
Weber State University	32	16	40	10	32			130	
UDOT	12	4	0	0	0			16	
Overall Composite Utility Sheets	4	6	12	2	12			36	
								678	
Total Hours	300	162	194	40	176	0	0	0	872
Total Labor	\$20,193	\$6,036	\$5,709	\$1,558	\$2,816	\$0	\$0	\$0	\$36,312
Approved/Audited UDOT Overhead Rate (174.43%)	\$35,223	\$10,529	\$9,959	\$2,717	\$4,912	\$0	\$0	\$0	\$63,339
Total Labor + Overhead	\$55,416	\$16,565	\$15,668	\$4,275	\$7,728	\$0	\$0	\$0	\$99,651
profit (12%)									\$11,958
Total Fee									\$111,610

**Utah Transit Authority
Ogden - WSU BRT
May 16, 2019**

Task 2: CM/GC RFP Package (3 Weeks)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Management	12	4							16
Technical Task Force Meetings (Weekly for 3 weeks)	10								10
Internal Design Team Coordination & Meetings (4)	40	20							60
Stakeholder Meetings (Bi-weekly for 3 weeks)	18								18
									0
									104
Design - Utility Packages (None)									
Harrison Blvd. & WSU Segments									
AT&T									0
Century Link									0
Comcast									0
Dominion energy									0
Electric Lightwave/Zayo									0
McKay-Dee Hospital									0
Ogden City									0
Pineview Water									0
Rocky Mountain Power									0
Syringa									0
Weber Basin									0
Weber State University									0
UDOT									0
Overall Composite Utility Sheets									0
									0
									0
Total Hours	80	24	0	0	0	0	0	0	104
Total Labor	\$5,385	\$894	\$0	\$0	\$0	\$0	\$0	\$0	\$6,279
Approved/Audited UDOT Overhead Rate (174.43%)	\$9,393	\$1,560	\$0	\$0	\$0	\$0	\$0	\$0	\$10,953
Total Labor + Overhead	\$14,778	\$2,454	\$0	\$0	\$0	\$0	\$0	\$0	\$17,232
profit (12%)									\$2,068
Total Fee									\$19,299

Utah Transit Authority
Ogden - WSU BRT
May 16, 2019

Task 3: 60% Design Package (12 Weeks)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Management	48	16							64
Technical Task Force Meetings (Weekly for 12 weeeks)	36								36
Internal Design Team Meetings (Weekly for 12 weeks)	36	20							56
Stakeholder Meetings (Bi-weekly for 12 weeks)	36								36
									192
Design - Utility Packages (60%)									
Harrison Blvd. & WSU Segments									
AT&T	4	8	12	0	16				40
Century Link	4	16	16	2	12				50
Comcast	4	12	24	4	32				76
Dominion energy	16	12	32	8	32				100
Electric Lightwave/Zayo	4	4	12	4	12				36
McKay-Dee Hospital	8	8	16	0	0				32
Ogden City	24	32	60	12	40				168
Pineview Water	12	16	24	4	12				68
Rocky Mountain Power	16	16	40	4	40				116
Syringa	4	8	12	0	0				24
Weber Basin	8	8	12	2	12				42
Weber State University	40	32	60	8	48				188
UDOT	12	8	0	0	0				20
Overall Composite Utility Sheets	8	24	48	8	48				136
									1096
Total Hours	320	240	368	56	304	0	0	0	1,288
Total Labor	\$21,539	\$8,942	\$10,830	\$2,181	\$4,864	\$0	\$0	\$0	\$48,356
Approved/Audited UDOT Overhead Rate (174.43%)	\$37,571	\$15,598	\$18,891	\$3,804	\$8,484	\$0	\$0	\$0	\$84,348
Total Labor + Overhead	\$59,110	\$24,541	\$29,721	\$5,984	\$13,348	\$0	\$0	\$0	\$132,705
profit (12%)									\$15,925
									\$148,629

**Utah Transit Authority
Ogden - WSU BRT
May 16, 2019**

Task 4: 90% Design Package (12 Weeks)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Management	48	12						60	
Technical Task Force Meetings (Bi-weekly for 12 weeks)	18							18	
Internal Design Team Meetings (Bi-weekly for 12 weeks)	18	10						28	
Stakeholder Meetings (Monthly)	15							15	
								121	
Design - Utility Packages (90%)									
Harrison Blvd. & WSU Segments									
AT&T	4	2	0	0	0			6	
Century Link	4	2	0	0	0			6	
Comcast	4	2	0	0	0			6	
Dominion energy	4	4	0	0	0			8	
Electric Lightwave/Zayo	4	4	0	0	0			8	
McKay-Dee Hospital	8	4	0	0	0			12	
Ogden City	16	12	40	16	40			124	
Pineview Water	8	8	16	2	12			46	
Rocky Mountain Power	4	4	0	0	0			8	
Syringa	4	4	0	0	0			8	
Weber Basin	4	4	12	2	12			34	
Weber State University	24	40	88	16	40			208	
UDOT	4	4	0	0	0			8	
Overall Composite Utility Sheets	4	16	40	4	40			104	
								586	
Total Hours	195	132	196	40	144	0	0	0	707
Total Labor	\$13,125	\$4,918	\$5,768	\$1,558	\$2,304	\$0	\$0	\$0	\$27,674
Approved/Audited UDOT Overhead Rate (174.43%)	\$22,895	\$8,579	\$10,062	\$2,717	\$4,019	\$0	\$0	\$0	\$48,271
Total Labor + Overhead	\$36,020	\$13,497	\$15,830	\$4,275	\$6,323	\$0	\$0	\$0	\$75,945
profit (12%)									\$9,113
									Total Fee
									\$85,058

Utah Transit Authority
 Ogden - WSU BRT
 May 16, 2019

Task 5: 100% Design Package (12 Weeks)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Management	48	12						60	
Technical Task Force Meetings (Bi-weekly for 12 weeks)	18							18	
Internal Design Team Meetings (Bi-weekly for 12 weeks)	18	10						28	
Stakeholder Meetings (Monthly)	15							15	
								121	
Design - Utility Packages (100%)									
Harrison Blvd. & WSU Segments									
AT&T	2	4	0	0	0			6	
Century Link	2	4	0	0	0			6	
Comcast	2	4	0	0	0			6	
Dominion energy	2	8	0	0	0			10	
Electric Lightwave/Zayo	2	2	0	0	0			4	
McKay-Dee Hospital	4	4	8	0	8			24	
Ogden City	8	12	16	4	24			64	
Pineview Water	2	8	12	2	12			36	
Rocky Mountain Power	4	8	12	2	12			38	
Syringa	2	4	0	0	0			6	
Weber Basin	2	4	8	2	8			24	
Weber State University	16	12	24	4	32			88	
UDOT	4	4	0	0	0			8	
Overall Composite Utility Sheets	4	16	24	4	24			72	
								392	
Total Hours	155	116	104	18	120	0	0	0	513
Total Labor	\$10,433	\$4,322	\$3,061	\$701	\$1,920	\$0	\$0	\$0	\$20,437
Approved/Audited UDOT Overhead Rate (174.43%)	\$18,198	\$7,539	\$5,339	\$1,223	\$3,349	\$0	\$0	\$0	\$35,648
Total Labor + Overhead	\$28,631	\$11,861	\$8,400	\$1,924	\$5,269	\$0	\$0	\$0	\$56,085
profit (12%)									\$6,730
Total Fee									\$62,815

Utah Transit Authority
 Ogden - WSU BRT
 May 16, 2019

Task 6: Services During Construction (T&M)									
Item	Sr. Project Manager	Project Engineer	CE Designer	Sr. CAD Designer	Intern				
	Stuart Adams	Sarah Young	Matt Nguyen	Brian Stark	Anna Rice				
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
	\$ 67.31	\$ 37.26	\$ 29.43	\$ 38.94	\$ 16.00	\$ -	\$ -	\$ -	
Management									
Project Management	24	12						36	
Construction Meetings (Assume 12)	48	24						72	
Respond to Inquires & RFI's	52	40						92	
								0	
								200	
Design - Utility Packages (As-Builts)									
Harrison Blvd. & WSU Segments									
AT&T	0	0	0	0	0			0	
Century Link	0	0	0	0	0			0	
Comcast	0	0	0	0	0			0	
Dominion energy	0	0	0	0	0			0	
Electric Lightwave/Zayo	0	0	0	0	0			0	
McKay-Dee Hospital	0	0	0	0	0			0	
Ogden City	0	0	0	0	0			0	
Pineview Water	0	0	0	0	0			0	
Rocky Mountain Power	0	0	0	0	0			0	
Syringa	0	0	0	0	0			0	
Weber Basin	0	0	0	0	0			0	
Weber State University	0	0	0	0	0			0	
UDOT	0	0	0	0	0			0	
Overall Composite Utility Sheets	8	8	16	2	16			50	
								50	
Total Hours	132	84	16	2	16	0	0	0	250
Total Labor	\$8,885	\$3,130	\$471	\$78	\$256	\$0	\$0	\$0	\$12,820
Approved/Audited UDOT Overhead Rate (174.43%)	\$15,498	\$5,459	\$821	\$136	\$447	\$0	\$0	\$0	\$22,361
Total Labor + Overhead	\$24,383	\$8,589	\$1,292	\$214	\$703	\$0	\$0	\$0	\$35,181
profit (12%)									\$4,222
									\$39,402

Utah Transit Authority
Ogden -WSU BRT
May 16, 2019

Estimate of ODC's						
Company Psomas	Estimated By PSOMAS	Date 5/16/2019	Rev 0	Sht 1	of 1	
Task Description: Utility Coordination (Harrison Blvd. and WSU Segments)				Discipline Civil		
Final Design Fee						
Other Direct Expenses						
Description	Unit cost	Quantity	Additional Lump Sum Cost	Subtotals		
Mileage @	\$0.58 per mile	9,928 miles				\$5,758.24
Plane tickets @	\$400.00 per trip	0 trips				\$0.00
Hotel @	\$150.00 per night	0 nights				\$0.00
Meals	\$40.00 per day	0 days				\$0.00
Tolls and Parking	\$12.00 per day	0 days				\$0.00
Per Diem	\$1,200.00 Per Week	0 Weeks				\$0.00
Temp Housing		Per Month				\$0.00
Relocation		Each			Lump Sum	\$0.00
Rental Car	\$65.00 per day	0 days				\$0.00
Other						\$0.00
Subtotal Travel						\$5,758.24
Telephone		Per Month		Months		\$0.00
Express mail		Per Month		Months		\$0.00
Postage/Freight		Per Month		Months		\$0.00
Other						\$0.00
Subtotal Communications/Shipping						\$0.00
Space Rental		Per Month		Months		\$0.00
Utilities		Per Month				\$0.00
Supplies		Per MH				\$0.00
Furniture					Lump Sum	\$0.00
Equipment Rental		Per Month		Months		\$0.00
Mobilization/Demobilization					Lump Sum	\$0.00
Maintenance		Per Month		Months		\$0.00
Other						\$0.00
Subtotal Project Office						\$0.00
CADD time		Per Hour		Hours		\$0.00
Laptops		Each				\$0.00
CAD Software		Each				\$0.00
Other Software		Each				\$0.00
Printers		Each				\$0.00
Other		Each				\$0.00
Subtotal CAD /Computer						\$0.00
Plotting	\$1.00 per foot	1,368 feet				\$1,368.00
Reproductions, 8 1/2x11 @	\$0.08 per copy	900 copies				\$72.00
Reproductions, 11x17 @	\$0.15 per copy	600 copies				\$90.00
Reproductions, Drawings @		per copy				\$0.00
Outside Reproduction	\$1.00 per set					\$0.00
Covers & Tabs						\$0.00
Subtotal Reproduction						\$1,530.00
Pursuit Labor at 2.85 Multiplier		LS	1			\$0.00
Pursuit Expenses		LS	1			\$0.00
						\$0.00
						\$0.00
Sub Total Other						\$0.00
Direct Expenses Total						\$7,288.24
Vendors / Professional Services						
Name	Description of work					Amount
						\$0.00
						\$0.00
						\$0.00
Total for Vendors						\$0.00

Utah Transit Authority
 Ogden - WSU BRT
 ODC Breakdown
 May 16, 2019

Item	Meetings	Miles/Mtg	Total Miles	Mileage Rate	Submittal Sets	Sheets	LF/Sheet	Plot Length LF
Management								
Project Start-Up, Project Review, Project Management	4	90	360					
Technical Task Force Meetings	35	20	700					
Internal Design Team Meetings	36	20	720					
Stakeholder Meetings	25	84	2,100					
Construction Meetings	4	84	336					
Design - Utility Packages								
Harrison Blvd. & WSU Segments								
AT&T	2	84	168		2	6	3	36
Century Link	2	84	168		2	6	3	36
Comcast	2	84	168		2	16	3	96
Dominion energy	4	84	336		2	6	3	36
Electric Lightwave/Zayo	2	84	168		2	6	3	36
McKay-Dee Hospital	3	84	252		4	6	3	72
Ogden City	15	84	1260		4	16	3	192
Pineview Water	2	84	168		4	6	3	72
Rocky Mountain Power	4	84	336		4	16	3	192
Syringa	2	84	168		2	6	3	36
Weber Basin	3	84	252		4	3	3	36
Weber State University	15	84	1260		4	20	3	240
UDOT	10	84	840		0	16	3	0
Overall Composite Utility Sheets	2	84	168		4	24	3	288
	172		9,928			153		1,368

Utah Transit Authority
Ogden - WSU BRT
April 23, 2019

Survey Mapping and Right-of-Way Engineering									
Item	Sr. Project Manager	Project Manager	Project Surveyor	Sr. CAD Designer	QC Manager				
	Craig Ahrens	Shawn Vernon	Brian Arnold	Travis Martin	John Thamert	2 Man Field Crew	1 Man Field Crew		
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
Management									
Project Start-Up, Project Review, Project Management	8	8						16	
Internal Design Team Meetings (Weekly thru Jul 2019)		10						10	
Stakeholder Meetings (Bi-weekly thru Jul 2019)		10						10	
								36	
Survey - Mapping									
Review provided survey/extopo data and control	6	20		20				46	
Validation of existing survey mapping data and control		20				100		120	
Survey Control Sheet								0	
Determine projection and scale factor for coordinate system	1	2						3	
Establish georeferenced seed file	1	2		2				5	
Survey plan drafting		2		24				26	
QA/QC Survey plan	1				2			3	
Supplemental mapping request from Jacobs						280		280	
Field processing and drafting				70				70	
QC field deliverable	5	12			35			52	
Total Hours	22	86	0	116	37	380	0	0	641
Total Labor	\$1,618	\$3,721	\$0	\$3,528	\$1,354	\$16,720	\$0	\$0	\$26,941
Approved/Audited UDOT Overhead Rate (174.43%)	\$2,823	\$6,491	\$0	\$6,153	\$2,361	\$29,165	\$0	\$0	\$46,993
Total Labor + Overhead	\$4,441	\$10,212	\$0	\$9,681	\$3,715	\$45,885	\$0	\$0	\$73,934
profit (12%)	\$533	\$1,225	\$0	\$1,162	\$446	\$5,506	\$0	\$0	\$8,872
Management and Survey Mapping Fee	\$4,974	\$11,438	\$0	\$10,842	\$4,161	\$51,391	\$0	\$0	\$82,806

Utah Transit Authority
Ogden - WSU BRT
 April 23, 2019

Survey Mapping and Right-of-Way Engineering									
Item	Sr. Project Manager	Project Manager	Project Surveyor	Sr. CAD Designer	QC Manager				
	Craig Ahrens	Shawn Vernon	Brian Arnold	Travis Martin	John Thamert	2 Man Field Crew	1 Man Field Crew		
	Labor Rate	Labor Rate	Labor Rate	Labor Rate	Labor Rate				
Survey - ROW Engineering									
Define existing right of way and needed parcels	6	170	170	25			30		
Verify ownership records (Vesting deeds)		20		100					
Review right of way impacts for Takes and easements	10	22						32	
Right of Way engineering for 64 parcels (19 Takes/64 TCE's)	30	240	240					510	
ROW Exhibits (83 deeds)		80		200				280	
QA/QC ROW docs	20	40			80			822	
Total Hours	66	572	410	325	80	0	30	0	1,483
Total Labor	\$4,855	\$24,750	\$17,499	\$9,883	\$2,927	\$0	\$878	\$0	\$60,792
Approved/Audited UDOT Overhead Rate (174.43%)	\$8,469	\$43,172	\$30,523	\$17,239	\$5,106	\$0	\$1,531	\$0	\$106,040
Total Labor + Overhead	\$13,323	\$67,923	\$48,022	\$27,123	\$8,033	\$0	\$2,408	\$0	\$166,832
profit (12%)	\$1,599	\$8,151	\$5,763	\$3,255	\$964	\$0	\$289		\$20,020
Survey - ROW Engineering Fee	\$14,922	\$76,073	\$53,785	\$30,377	\$8,997	\$0	\$2,697		\$186,852
Total Fee	\$19,896	\$87,511	\$53,785	\$41,220	\$13,158	\$51,391	\$2,697		\$269,658

**Utah Transit Authority
Ogden -WSU BRT**

Estimate of ODC's							
Company Jacobs		Estimated By PSOMAS			Date 4/23/2019	Rev 0	Sht of
Task Description: Survey Final Design Fee					Discipline Civil		
Other Direct Expenses							
Description	Unit cost	Quantity	Additional Lump Sum Cost	Subtotals			
Mileage @	\$0.58 per mile	880 miles					\$510.40
Plane tickets @	\$400.00 per trip	0 trips					\$0.00
Hotel @	\$150.00 per night	0 nights					\$0.00
Meals	\$40.00 per day	0 days					\$0.00
Tolls and Parking	\$12.00 per day	0 days					\$0.00
Per Diem	\$1,200.00 Per Week	0 Weeks					\$0.00
Temp Housing		Per Month		Months			\$0.00
Relocation		Each			Lump Sum		\$0.00
Rental Car	\$65.00 per day	0 days					\$0.00
Other							\$0.00
Subtotal Travel							\$510.40
Telephone		Per Month		Months			\$0.00
Express mail		Per Month		Months			\$0.00
Postage/Freight		Per Month		Months			\$0.00
Other							\$0.00
Subtotal Communications/Shipping							\$0.00
Space Rental		Per Month		Months			\$0.00
Utilities		Per Month					\$0.00
Supplies		Per MH					\$0.00
Furniture					Lump Sum		\$0.00
Equipment Rental		Per Month		Months			\$0.00
Mobilization/Demobilization					Lump Sum		\$0.00
Maintenance		Per Month		Months			\$0.00
Other							\$0.00
Subtotal Project Office							\$0.00
CADD time		Per Hour		Hours			\$0.00
Laptops		Each					\$0.00
CAD Software		Each					\$0.00
Other Software		Each					\$0.00
Printers		Each					\$0.00
Other		Each					\$0.00
Subtotal CAD /Computer							\$0.00
Plotting	\$1.00 per foot	12 feet					\$12.00
Reproductions, 8 1/2x11 @	\$0.08 per copy	600 copies					\$48.00
Reproductions, 11x17 @	\$0.15 per copy	249 copies					\$37.35
Reproductions, Drawings @							\$0.00
Outside Reproduction	\$1.00 per set						\$0.00
Covers & Tabs							\$0.00
Subtotal Reproduction							\$97.35
Pursuit Labor at 2.85 Multiplier		LS	1				\$0.00
Pursuit Expenses		LS	1				\$0.00
							\$0.00
							\$0.00
Sub Total Other							\$0.00
Direct Expenses Total							\$607.75
Vendors / Professional Services							
Name	Description of work						Amount
							\$0.00
							\$0.00
							\$0.00
Total for Vendors						\$0.00	

Utility Mapping Services, Inc.
 Cost Proposal for Utility Designating

Project: **Ogden BRT**

UMS Project No: **11241.1**

Date: **May 8, 2019**

Owner: **Utah Transit Authority**

Contact: **Jason Phillips**

Address **155 N. 400 W., Suite 500, Salt Lake City, UT 84103**

Phone/Fax **801.355.1112**

Email jason.phillips@jacobs.com

Subsurface Utility Engineering - Phase I Utility Designating: Assuming a three person designating crew for 27 days and an engineering surveyor for 20 days. An estimated 181,046 lineal feet of utilities, a maximum of 15 days of traffic control.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	Field Crew Chief	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours
1100	Project Preparation and Management, Meetings	40.00	24.00	4.00	4.00	32.00	16.00	16.00	16.00	4.00	156.00
1200	Records Research	16.00	16.00								32.00
1300	Mobilization					54.00	54.00	54.00	40.00		202.00
1400	Field Designating					216.00	216.00	216.00			648.00
1500	Engineering Survey								160.00		160.00
1600	CADD Development	32.00	120.00								152.00
1700	Database Development, Log sheets and Data Reduction	32.00	80.00			40.00	16.00	12.00	12.00		192.00
1800	QA/QC	24.00	64.00	4.00	4.00	24.00	16.00	16.00	8.00		160.00
1900	Submittal Preparation	8.00	16.00	4.00	4.00					4.00	36.00
	Phase I Hours	152.00	320.00	12.00	12.00	366.00	318.00	314.00	236.00	8.00	1738
	Hourly Raw Rates	\$ 43.09	38.46	47.64	47.48	33.00	26.75	25.00	30.90	35.41	
	Total Direct Raw Rates	\$6,549.68	12307.20	571.68	569.76	12078.00	8506.50	7850.00	7292.40	283.28	56009
	Fully Burdened Rates	\$111.61	\$99.62	\$123.39	\$122.98	\$85.47	\$69.29	\$64.75	\$80.03	\$91.72	
	Total Burdened Rates	\$16,964.40	31877.03	1480.72	1475.74	31283.37	22032.79	20332.38	18888.13	733.73	145068
									Total Raw Labor		56009
									Total Labor and Overhead	131.26%	129525
									Fixed Fee	12%	15543
									Labor Costs		145068



Utility Mapping Services, Inc.
 2724 South 3600 West, Unit K
 West Valley City, Utah 84119
 801.972.5090
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 email: cgreer@umsi.us

Item	Unit	No. of Units	Unit cost	
CADD Station	hourly	152.00	13.00	1976.00
Survey Equipment (Trimble R8 RTK GPS)	day	20.00	101.00	2020.00
Specialty Field Vehicles	mileage	12000.00	0.580	6960.00
GSA Lodging	day	35.00	94.00	3290.00
GSA Per Diem (Travel Day)	day	6.00	41.25	247.50
GSA Per Diem (Full Day)	day	30.00	55.000	1650.00
Airfare	ea	2.00	500.000	1000.00
GEOfeature Utility Data Management Repository Utilization and Support Fee	ea	1.00	3900.000	3900.00
Permits	ea	1.00	1000.00	1000.00
Traffic Control (does not include flaggers)	day	15.00	800.00	12000.00
			Total Direct Costs	34043.50

SUE Phase I Total \$ 179,112

Utility Mapping Services, Inc.
 Cost Proposal for Vacuum Excavations

Project: **Ogden BRT**
 UMS Project No: **11241.2**
 Date: **May 8, 2019**
 Owner: **Utah Transit Authority**
 Contact: **Jason Phillips**
 Address **155 N. 400 W., Suite 500, Salt Lake City, UT 84103**
 Phone/Fax **801.355.1112**
 Email **jason.phillips@jacobs.com**

Vacuum Excavation Services: Assuming 250 vacuum excavation holes on utilities less than 7-feet in depth, 220 holes in the asphalt, 30 in dirt

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Engineer of Record	Field Crew Chief	Field Specialist II	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	40	24	4	4	24	16		4	116.0
2200	Mobilization					54				108.0
2300	Test Hole Staking						48			48.0
2400	Utility Locating					280	220			500.0
2500	Engineering Survey						48			48.0
2600	CADD Development	56.0								56.0
2700	Database Development, Log sheets, Data Reduction	80	16			40	16.0			152.0
2800	QA/QC	24	8	8	8	8	8.0			64.0
2900	Submittal Preparation - Report, Log Sheets	8	8	4	4				4	28.0
	Hours	208.0	56.0	16.0	16.0	406.0	410.0	0.0	8.0	1,120.0
	Hourly Rates	\$43.09	\$38.46	\$47.64	\$47.48	\$33.00	\$26.75	\$30.90	\$35.41	
	Total Direct Rates	\$8,962.72	\$2,153.76	\$762.24	\$759.68	\$13,398.00	\$10,967.50	\$0.00	\$283.28	\$37,287
	Fully Burdened Rates	\$111.61	\$99.62	\$123.39	\$122.98	\$85.47	\$69.29	\$80.03	\$91.72	
	Total Burdened Rates	\$23,214.45	\$5,578.48	\$1,974.29	\$1,967.66	\$34,702.32	\$28,407.05	\$0.00	\$733.73	\$96,578
										Total Raw Labor \$37,287
										Total Labor and Overhead 131.26% \$86,230
										Fixed Fee 12% \$10,348
										Labor Costs \$96,578

Item	Unit	No. of Units	Unit cost	
CADD Station	hr	56.0	\$ 13.00	\$ 728.00
Survey Equipment (Trimble R8 RTK GPS)	day	12.00	\$ 101.00	\$ 1,212.00
Utilibond Patching	ea	220.0	\$ 95.00	\$ 20,900.00
GEOfeature Utility Database Fee	unit	1.0	\$ 2,500.00	\$ 2,500.00
Specialty Field Vehicle	mileage	6000	\$ 0.580	\$ 3,480.00
			Direct Costs	\$ 28,820

UMS Services \$ 125,398

Vacuum Excavation Truck and Crew	day	35	\$ 4,154.00	\$ 145,390.00
Asphalt Coring	ea	1	\$ 40,125.00	\$ 40,125.00
Flowable Fill	ea	150	\$ 77.00	\$ 11,550.00
Permits	ea	1	\$ 9,670.00	\$ 9,670.00
Traffic Control	day	35	\$ 800.00	\$ 28,000.00
			Direct Costs	\$ 234,735.00

Sub-Consultant Services \$ 234,735.00

Vacuum Excavation Services Total \$ 360,133



Utility Mapping Services, Inc.
 2724 South 3600 West, Unit K
 West Valley City, Utah 84119
 801.972.5090
www.umsi.us
 email: cgreer@umsi.us

*Actual Vac Truck, Permits and Traffic Control costs will be invoiced
 THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

Utility Mapping Services, Inc.
 Cost Proposal for LIDAR and GPR investigation

Project: **Ogden BRT**
 UMS Project No: **11241.3**
 Date: **May 8, 2019**
 Owner: **Utah Transit Authority**
 Contact: **Jason Phillips**
 Address **155 N. 400 W., Suite 500, Salt Lake City, UT 84103**
 Phone/Fax **801.355.1112**
 Email **jason.phillips@jacobs.com**

Subsurface Utility Engineering - GPR and LIDAR investigation - Assuming one day to complete both using a two person crew. Includes a one block area, investigating an underground detention pond.

Project Task No.	Project Task Description	Principal Geophysicist	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	Field Crew Chief	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours	
1100	Project Preparation and Management, Meetings	1.00	1.00	2.00			1.00				1.00	6.00	
1200	Records Research											0.00	
1300	Mobilization			14.00			2.00					16.00	
1400	GPR Investigation			5.00			5.00					10.00	
1500	LIDAR Investigation			3.00			3.00					6.00	
1600	CADD Development		1.00									1.00	
1700	GPR and Lidar Data Processing	16.00		4.00								20.00	
1800	QA/QC		1.00									1.00	
1900	Submittal Preparation	1.00									1.00	2.00	
	Phase I Hours	18.0	3.00	28.00	0.00	0.00	11.00	0.00	0.00	0.00	2.00	62	
	Hourly Raw Rates	\$ -	\$ 43.09	38.46	47.64	47.48	33.00	26.75	25.00	30.90	35.41		
	Total Direct Raw Rates	\$0.00	\$129.27	1076.88	0.00	0.00	363.00	0.00	0.00	0.00	70.82	1640	
	Fully Burdened Rates	\$0.00	\$111.61	\$99.62	\$123.39	\$122.98	\$85.47	\$69.29	\$64.75	\$80.03	\$91.72		
	Total Burdened Rates	\$0.00	\$334.82	2789.24	0.00	0.00	940.21	0.00	0.00	0.00	183.43	4248	
												Total Raw Labor	1640
												Total Labor and Overhead	131.26%
												Fixed Fee	12%
												Labor Costs	4248



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Item	Unit	No. of Units	Unit cost	
CADD Station	hourly	1.00	13.00	13.00
Survey Equipment (Trimble R8 RTK GPS)	day	0.00	101.00	0.00
Specialty Field Vehicles	mileage	1000.00	0.580	580.00
GSA Lodging	day	2.00	94.00	188.00
GSA Per Diem (Travel Day)	day	2.00	41.25	82.50
GSA Per Diem (Full Day)	day	1.00	55.000	55.00
LIDAR equipment	day	0.50	115.000	57.50
GPR equipment	day	0.50	875.000	437.50
GPR shipping	unit	1.00	1100.000	1100.00
Permits	ea	1.00	500.00	500.00
Traffic Control (does not include flaggers)	day	1.00	800.00	800.00
Total Direct Costs				3813.50

LIDAR and GPR Total \$ 8,061

Engineering Estimate Summary Form

Company Pierline	Estimated By Donath Picardo	Date 2/6/2019		Rev 0	Sht 1	of 3
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Project Description UTA: Ogden-WSU BRT Final Design	Discipline Structures
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UDOT Approved multiplier = **2.475** <-- Includes 10% profit (as permitted by UDOT annual audit)

Hours and Labor Charges

No	License	Personnel Category	Name	Wage Rate /Hr	Billing Rate /Hr	Hours	Labor Billing Cost
1	SE	Structures Lead	Donath Picardo	\$61.00	\$150.98	516	\$77,903
2	PE	Senior Structures Engineer	Cindy Wang	\$56.00	\$138.60	300	\$41,580
3	-	Structures Engineer	Divya Arigay	\$32.00	\$79.20	568	\$44,986
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0

	Subtotals	1,384	\$164,469
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	Total (Labor Billing Cost)		\$164,469
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Other Direct Cost (ODC)

	Travel and Living		\$275
Errata	Communications and Shipping		\$0
Composite Rate \$118.84	Project Office / Supplies		\$0
	CAD Equipment/Computers/Software		\$0
ODC Rate \$0.00	Reproduction		\$0
	Other (see Form C)		\$0
Doc Count	subtotal (ODC Cost)		
	subtotal (Vendor Cost)		\$0
Hours / Document 21	TOTAL COST		\$164,469

Comments

1. This scope of work/pricing is based on a CM/GC project delivery method.
2. Includes attending all structures related stakeholder, construction and misc. meetings (Max of 12 meetings)
3. Includes Co-ordination and collaboration project team meetings and assistance to roadway, geotechnical etc (Max 30 hrs)
4. Site visits – anticipated maximum of 20 hrs.
5. Pierline will provide sealed preconstruction engineering drawings and contract documents with supporting engineering calculations meeting the Project/UTA/ UDOT standards and requirements.
6. Work directly with reviewers, if/as needed, to ensure all design and plan related comments are addressed.
7. Pierline will not provide daily construction inspection and reports, quality control testing, or quality assurance for construction.

Company		Estimated By		Date	Rev	Sht	of
Pierline		Donath Picardo		2/6/2019	0	3	3
Project Description					Discipline		
UTA: Ogden-WSU BRT Final Design					Structures		
Design and Plan Work and Assumptions							
Task / Item	Description	Sheet number	Sheet title	Assumptions			
1	BRT Stations with Large Canopy	1 2 3 4 5 6 7 8	Structures General Notes Structural Plan Structural Sections and Details 1 of 2 Structural Sections and Details 2 of 2 Framing Plan Framing Sections and Details Station Canopy Miscellaneous Details	A. Architectural Design and plans created by Jacobs B. Pierline will provide structural engineering - design and details C. Pierline will assist architect in bringing the architectural design to fruition, structural requirements and coordinate details D. Based on RFP: Assumed one station with Large Canopy and three with small canopies			
	Number of large canopy structures =	1					
	Total number of sheets for task/item =	8					
2	BRT Stations with Small Canopy	1 2 3 4 5 6	Structures General Notes Structural Plan Structural Sections and Details 1 of 2 Framing Plan Framing Sections and Details Station Canopy	A. See assumptions for "BRT Stations with Large Canopy"			
	Number of large canopy structures =	3					
	Total number of sheets for task/item =	18					
3	CIP Cantilever Retaining Walls	1 2 3 4	Situation and Layout Wall Plan and Elevation 1 of 2 Wall Plan and Elevation 1 of 2 Wall Details and Reinforcing Schedule	A. Assumed short walls (> 14' tall & < 100' long) B. Assumed number of walls are based on RFP concept layouts C. Includes design and plan preparation			
	Number of CIP wall structures =	3					
	Location plan sheet of all walls =	1					
	Geotech data sheets =	1					
	Total number of sheets for task/item =	14					
4	Bin Walls and Non-structural walls	1 2	Situation and Layout Wall details	A. Assumed number of walls are based on RFP concept layouts B. Includes design and plan preparation			
	Number of bin/non-structural wall structures =	3					
	Total number of sheets for task/item =	6					
5	Existing Building/Structures demolition plan	6		A. WSU buildings demolition plan where required B. Includes design and plan preparation			
6	Existing Building/Structures Rehab.	6		A. WSU building near new embankment retrofit work B. Includes design and plan preparation			
7	Storm Drain Vault - Structural integrity checks	1 2	Design checks only Storm Drain vault - Rehab Plan sheets	A. Design checks include checks for live loads and for proposed conditions B. Rehab plan sheets - If based on design checks retrofit/rehab is required C. Provide Design and details of required retrofits			
	Assumed number of sheets for Rehab plans =	3					
	Total number of sheets for task/item =	4					
8	Miscellaneous Structures	1	Lumpsum Assumed design plan cost	A. May include sign structures, moment slabs, unique structures			
8	Structural concepts	1	As 1 sheet count per concept	A. For preliminary concepts/options etc.			
	Total number of sheets for task/item =	4					

Task Menu	Principal	Planner	Total Labor	Total Labor Cost
	Rate: \$ 191.51	\$ 98.03		
1 Develop BRT travel time estimates	40	100	140	\$ 17,463
2 Develop corridor service plan (BRT and background bus)	40	80	120	\$ 15,503
3 Corridor Service Plan Report	24	40	64	\$ 8,517
4 Develop and apply O&M cost models (BRT, standard bus)	0	0	0	\$ -
5 O&M Cost Results Report	0	0	0	\$ -
	104	220	324	\$ 41,484
				ODCs: \$ 1,624
				Total Budget: \$ 43,108

Field work, coordination with traffic analysis, set up runtime model, sensitivity testing/scenario testing, documentation

Service plan development, mapping, validation of background bus statistics

Service plan report

O&M cost model development, run models based on service plan statistics to determine project O&M costs

O&M cost results report

Other Direct Costs	Principal	Planner	Total Units	Unit Cost	Total Travel
Air Fare (number of round trips)	1	1	2	\$ 500	\$ 1,000
Hotel (nights)	1	1	2	\$ 125	\$ 250
Meals (days)	2	2	4	\$ 56	\$ 224
Rental Car (days)	0	2	2	\$ 75	\$ 150
Total Travel					\$ 1,624

April 22, 2019

TRAFFIC DATA COLLECTION SERVICES FOR AECOM Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ogden, UT:

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction

Time: 7-9AM & 4-6PM

Classification: No

Day: Weekday (non-holiday)

Locations:

Train Station South Entrance & Wall Ave (busses only)	37th St & Harrison
Wall Ave & 23rd St	Harrison Blvd & 3850 South/University Circle
Lincoln Ave & 23rd St	Dixon Pkwy & 3850 South/University Circle
Grant Ave & 23rd St	Parking Entrances East of Roundabout at Dixon Pkwy
Washington Blvd & 23rd St	Parking Entrance North of Roundabout at Dixon Pkwy
Washington Blvd & 24th St	Driveway East of Student Service Center (Peds & Cars)
Washington Blvd & 25th St	Village Dr & Village Loop Rd
Adams Ave & 25th St	Village Dr & Playfield Way
Monroe Blvd & 25th St	Village Loop Rd & West Parking Lot Access
Harrison Blvd & 25th St	Harrison Blvd & 44th St
Harrison Blvd & 26th St	44th St & Emergency Room/Nature Park Access
32nd St & Harrison Blvd	44th St & Eccles Ave
33rd St & Harrison Blvd	Eccles Ave & Access to all Hospital Parking Areas
34th St & Harrison Blvd	Dee Events Center – Internal Intersection - N of 4600 S
35th St & Harrison	Two additional 2 person intersections – TBD
36th St & Harrison	Two additional 1 person intersections - TBD

2. Data Collection: Pedestrian Study

Type: Pedestrian Volume

Time: 7-9AM & 4-6PM

Day: Weekday (non-holiday)

Locations:

Pedestrian Crossing between 23rd St & 24th St
 Pedestrian Crossing between 24th St & 25th St
 Pedestrian Roundabout – WSU Campus
 Pedestrian Plaza – WSU Campus
 Pedestrian Walkway – WSU Campus

3. Data Collection: Machine Tube Count

Type: Vehicle Volume, Direction & Classification & Speed

Duration: 24-hour

Classification: Yes

Speed: Yes

Day: Weekday (non-holiday)

Locations:

Country Hills Dr between 1325 East & 1350 East
 Two additional tube locations - TBD 1 counter / 2 tubes each
 Two additional tube locations – TBD 2 counters / 2 tube each

4. Data Collection: GPS Travel Time

Type: Floating Car

Time: 7-9AM & 4-6PM

Day: Tuesday, Wednesday & Thursday

Drivers: 1

Locations:

BRT Route from Train Station to Harrison & University Circle

5. Deliverables

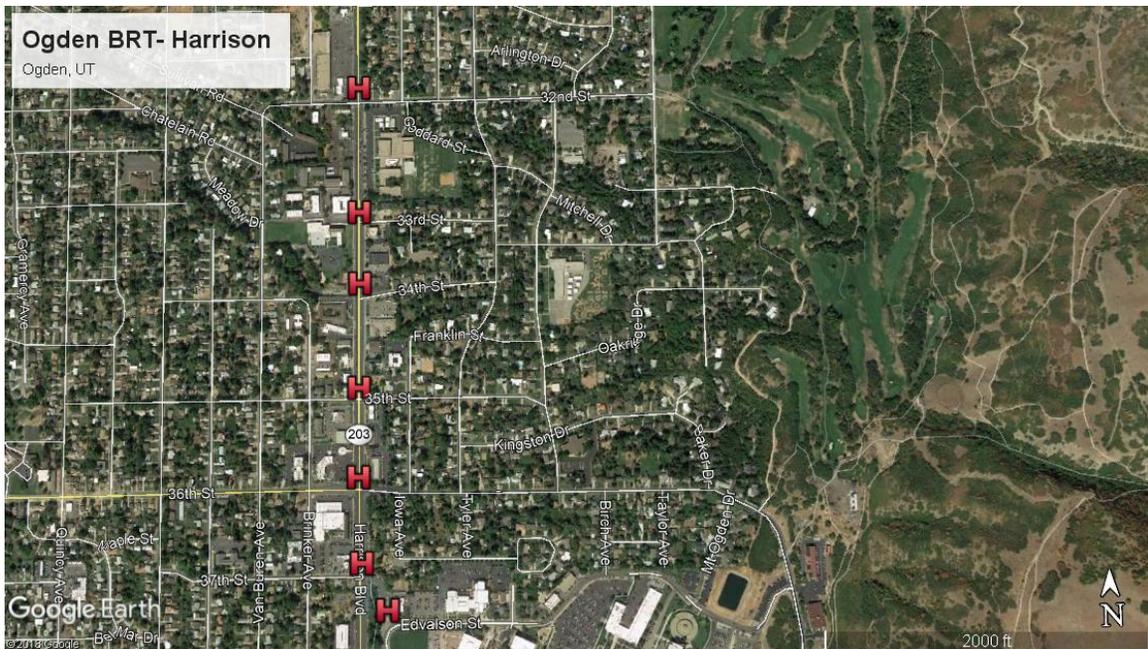
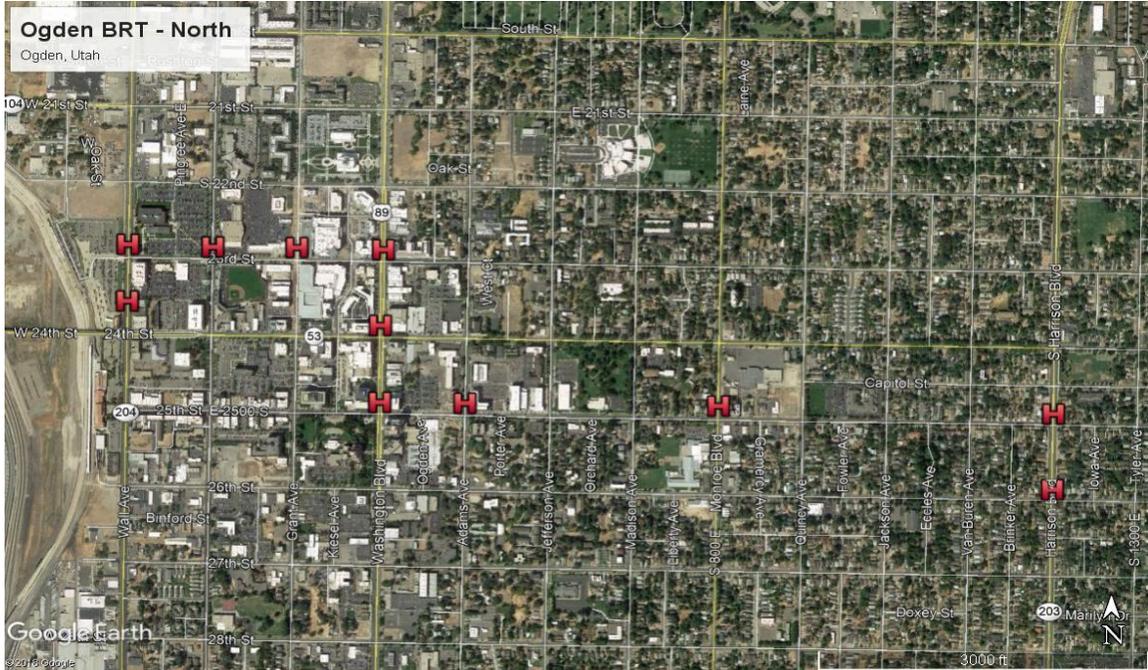
The Traffic Data Report will be delivered no later than 21 days after the on-site data collection is completed.

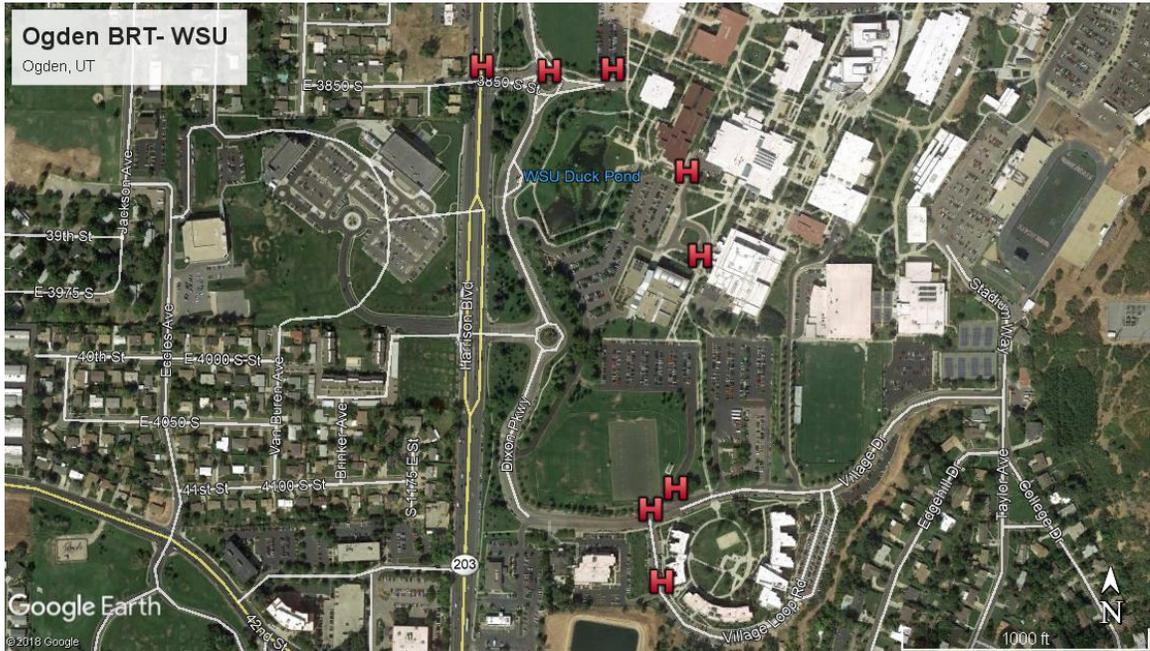
6. Contract and Payment Terms

Payment terms for the services listed above are net 60 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

7. Cost Proposal

The total lump-sum cost for the services listed above is \$31,475.00, including travel time, mileage, data collection and data processing.







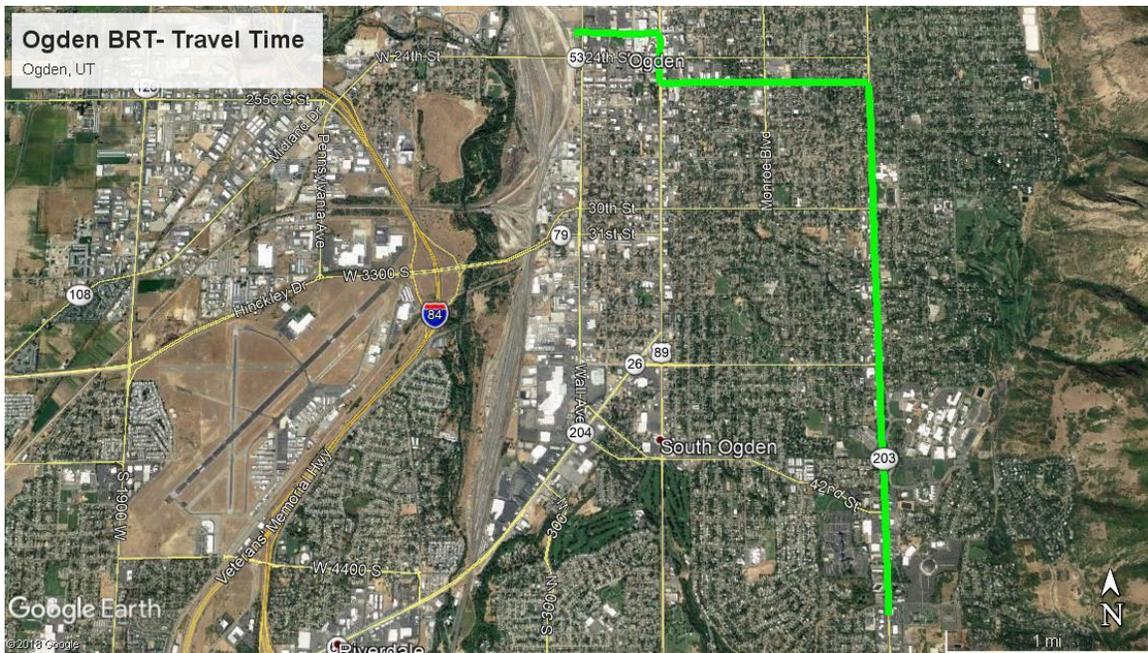
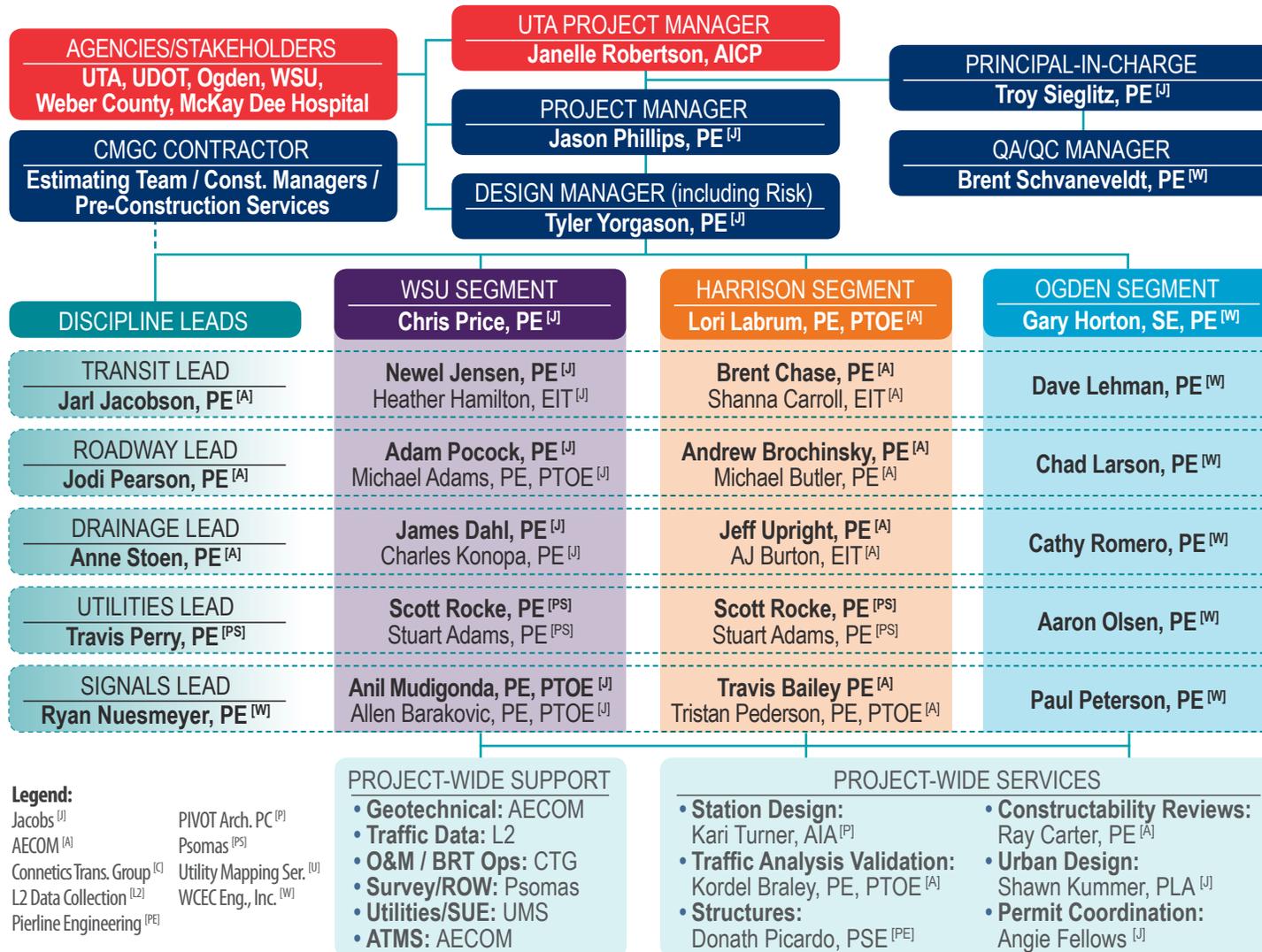


Exhibit E

Jacobs Organization Chart





CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 18-2398TP

Contract Section

Procurement

Board Review Date * 07/31/2019

Funding Source * Federal/Local

Document Type *

Change Order

Requisition # Original

Change Order

5316

5316

Please upload the contract or requisition here 18-2398TP Phase 2 Amend 9 GREENbike for Bo... 7.27MB

GREENbike PH 2 Amend 9_Pricing Memo_UTA.P... 2.03MB

Contract Administrator * Pickett, Teresa

Project Manager * Bening, Heather

Contract Type * SERVICES

Procurement Method * RFP

Contract Title * Tiger Phase 2 Construction Services Amendment 9 GREENbike Expansion

Description / Purpose * UTA executed a Construction Manager/General Contractor (CM/GC) Agreement for Phase 1 Pre-Construction Services for the TIGER Grant First/Last Mile Connections Project with Granite Construction in the amount of \$297,390.00 (Contract # 18-1398TP) on April 22, 2018. The CM/GC Contract states that "For those projects on which UTA and Contractor agree on a scope of construction services and a lump sum construction price, UTA and Contractor may execute an amendment to this Agreement (a "Phase 2 Construction Services Amendment)". The CM/GC Agreement (Contract # 18-1398TP) will be in expire on December 31, 2021. To date, 8 Phase 2 Construction Services Amendments have been executed. The current Contract value is \$7,504,111. This TIGER Phase 2 Amendment 9 is for \$708,616, which brings the total Contract value to \$8,212,726. The scope of this project is for construction of seven new GREENbike bike share stations in Salt Lake City and South Salt Lake City. Improvements include, but are not limited to, installation of new concrete pads at four of the seven stations, electrical service to the stations (two of the seven stations will be solar), landscape modifications and procurement and installation of bike docking equipment.

Contractor Name * Granite Construction

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Effective Dates * Beginning
4/13/2018

* Ending
12/31/2021

Base Contract Term (Months)* 44

Contract Options (Months)* 0

Option to Renew?* Yes No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 7,504,111.00	\$ 708,616.00	\$ 8,212,726.00
Qty	Unit Price \$	Annual/One-Time Value
		\$ 297,390.00

Attachment Is the amount an estimate?* Yes No

Is the amount a one-time purchase or annual recurring purchase?* One-time Recurring

Account Code* 20-
1802SLC.5
8912.1118
2602

Capital Project Code MSP205

Budgeted?* Yes No Budget amount* \$ 14,106,723.00

Will this contract require support from another department?* Yes No

Is the other department(s) aware of this contract and the required support?* Yes No N/A

Has the Qualified Health Insurance Certificate been verified?* Yes No N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No

2)Accounting Review* Steele, Bryan

3)Risk Approval Needed?* Yes No

4)IT Approval Needed? Yes No

5)Add Additional Approval? Yes No

6)Manager/Program Manager* Bening, Heather

8)Chief* DeLoretto, Mary Louise

9)Executive Director*

W. Meyer
Meyer, William Steven
7/23/19

Board Approval Required Board Approval Date 7/31/2019

Print this page

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -
Phase 2 Construction Services Amendment No. 9
(GREENbike Expansion)**

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

RECITALS

- A. UTA is engaged in a Program to construct first and last mile improvements. (collectively, the “**Program**”).
- B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP and hereinafter the “**Phase 1 Agreement**”).
- C. Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the construction services for the following Project in the Salt Lake City and South Salt Lake City: GREENbike Bike Expansion (SLC_BKS_1) (the “**Project**”).
- D. UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the Project specified herein. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Projects.
- E. UTA and Contractor intend to enter into additional, separate and distinct Phase 2 construction services amendments for other projects that are part of the Program.

AGREEMENT

Therefore, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the Work. In the Contract Documents, “**Work**” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete construction of the Projects. The term “**Work**” does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

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

(b) The Contractor shall achieve Substantial Completion of the entire Work under this Amendment no later than October 21, 2019 (the “**Substantial Completion Date**”). In the Contract

Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA and/or a Local Partner, as applicable, can occupy and use the Project for its intended purpose.

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than November 27, 2019 (the “**Final Completion Date**”). In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with this Agreement and the General Conditions.

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

(e) Contractor acknowledges that if Substantial Completion is not attained by the Substantial Completion Date, UTA will incur significant losses, including loss of reputation, loss of potential government funding, and losses arising out of other contracts held by UTA related to the Project. Contractor acknowledges that those potential losses, while actual, are difficult to measure and determine with precision. If Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay UTA one thousand two hundred dollars (\$1,200.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum amount of SEVEN HUNDRED EIGHT THOUSAND, AND SIX HUNDRED AND FIFTEEN DOLLARS AND FIFTY NINE CENTS (\$708,615.59) and hereinafter the “**Contract Price**”), as more particularly set forth on the Price Form, attached as Exhibit B. The Contract Price does not include the Phase 1 Contract Pricing, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

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

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits, and specifically including the General Conditions;
- (3) The Master List for GREENbike TIGER Station Expansion document and Exhibits for four station locations at: Central Pointe, 800 West 400 West (ArtSpace Solar Gardens), Proper Burger (867 South Main Street), and 50 South 500 West (behind Gateway), attached as Exhibit C, dated May 15, 2019.
- (4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (5) The Phase 1 Agreement, including its exhibits, and specifically including the Federal Clauses and General Conditions;

(6) The Contractor's Proposal in response to the RFP;

(7) The RFP.

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

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

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

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

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

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

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

(1) Project Manager: Casey Green

(2) Construction Manager: Randy Cox

(b) Contractor must obtain permission, in writing, from UTA's Senior Representative or his/her designee, prior to removal of the Key Personnel identified above. In connection with a request to replace Key Personnel, the Contractor must identify a proposed replacement, who must meet the requirements of the position stated in the RFP.

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

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

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

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

If to the Utah Transit Authority:

Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101

With a required copy to:

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

If to the Contractor:

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

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

(c) Either Party may change the address at which that Party desires to receive written notice by delivery of Notice of such change to the Party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the Party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a

Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

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

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

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

UTAH TRANSIT AUTHORITY

By: _____
W. Steve Meyer
Interim Executive Director

Date: _____

By: _____
Michael DeMers
Chief Service Development Officer

Date: _____

By: _____
Heather Bening
Project Manager

Date: _____

Approved as to Legal Form:

By: _____
Utah Transit Authority
Legal Counsel

Date: _____

GRANITE CONSTRUCTION COMPANY

By: 
~~Dave Richards,~~ JASON KLUMANN
~~Senior Vice President Granite~~
~~Construction Northwest Group~~
UTAH REGION

Date: 7-11-19

Contractor’s Federal ID Number: _____

EXHIBIT A

Baseline Project Schedule

EXHIBIT B

Pricing Form



GREEN BIKE ESTIMATE 7/3/2019 SLC_BKS_1

Bid Item	Description	# of Docks	Power Source	Pad Construction	Electrical	BCYCLE Furnish & Install	Total Construction	Indirects	Markup	Total Cost
100	UTA CENTAL POINTE RAIL STATION - 2100 S 221 W	32	AC	\$22,207.26	\$5,689.29	\$65,875.70	\$93,772.25	\$12,278.89	\$8,484.09	\$114,535.23
200	SLC COUNTY OFFICES - 2001 S STATE STREET	22	AC	\$1,230.38	\$1,519.00	\$55,933.61	\$58,682.99	\$7,684.17	\$5,309.37	\$71,676.53
300	9TH & 9TH BUSINESS DISTRICT - 900 S 900 E	20	SOLAR	\$510.50	\$3,817.58	\$53,219.39	\$57,547.47	\$7,535.48	\$5,206.64	\$70,289.59
400	9TH S TRAX STOP - 900 S 200 W	32	AC	\$510.50	\$1,395.00	\$65,875.70	\$67,781.20	\$8,875.52	\$6,132.54	\$82,789.26
500	ARTSPACE - 800 S 400 W	37	SOLAR	\$22,950.42	\$3,967.58	\$76,386.71	\$103,304.71	\$13,527.11	\$9,346.55	\$126,178.36
600	PROPER BURGER - 867 S MAIN STREET	28	AC	\$19,110.78	\$5,720.02	\$60,023.80	\$84,854.60	\$11,111.18	\$7,677.26	\$103,643.04
700	GATEWAY - 50 S 500 W	32	AC	\$32,844.98	\$15,493.65	\$65,875.70	\$114,214.33	\$14,955.65	\$10,333.60	\$139,503.58
TOTALS							\$580,157.55	\$75,968.00	\$52,490.04	\$708,615.59

GREEN BIKE ESTIMATE 7/3/2019 SLC_BKS_1

Bid Item	Description	# of Docks	Power Source	Quantity	Units	Unit Cost	Total Cost
100	UTA CENTAL POINTE RAIL STATION - 2100 S 221 W	32	AC	1	LS	\$93,772.25	\$93,772.25
200	SLC COUNTY OFFICES - 2001 S STATE STREET	22	AC	1	LS	\$58,682.99	\$58,682.99
300	9TH & 9TH BUSINESS DISTRICT - 900 S 900 E	20	SOLAR	1	LS	\$57,547.47	\$57,547.47
400	9TH S TRAX STOP - 900 S 200 W	32	AC	1	LS	\$67,781.20	\$67,781.20
500	ARTSPACE - 800 S 400 W	37	SOLAR	1	LS	\$103,304.71	\$103,304.71
600	PROPER BURGER - 867 S MAIN STREET	28	AC	1	LS	\$84,854.60	\$84,854.60
700	GATEWAY - 50 S 500 W	32	AC	1	LS	\$114,214.33	\$114,214.33
TOTAL PROJECT COSTS							\$580,157.55
INDIRECTS							\$75,968.00
MARKUP (8%)							\$52,490.04
GRAND TOTAL							\$708,615.59

EXHIBIT C

Final Drawings

Master List for GREENbike Tiger Station Expansion

Tiger Stations

1. Central Pointe
2. Salt Lake County Offices
3. 900 South 900 East
4. 900 South 200 West (Central 9th)
5. 800 South 400 West (ArtSpace Solar Gardens)
6. Proper Burger (867 South Main Street)
7. 50 South 500 West (behind Gateway)

1. Central Pointe

Approximate Address: 2100 South 222 West, Salt Lake City, UT 84115

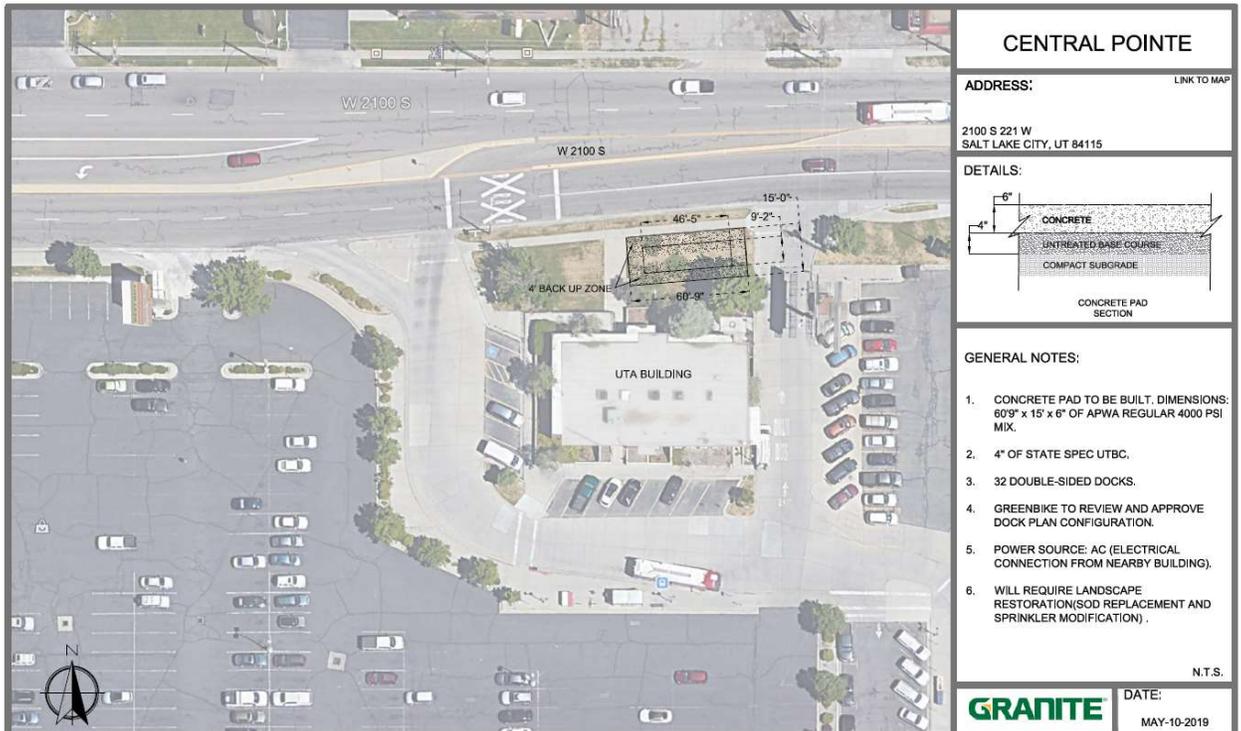
Power Source: AC (electrical construction required)

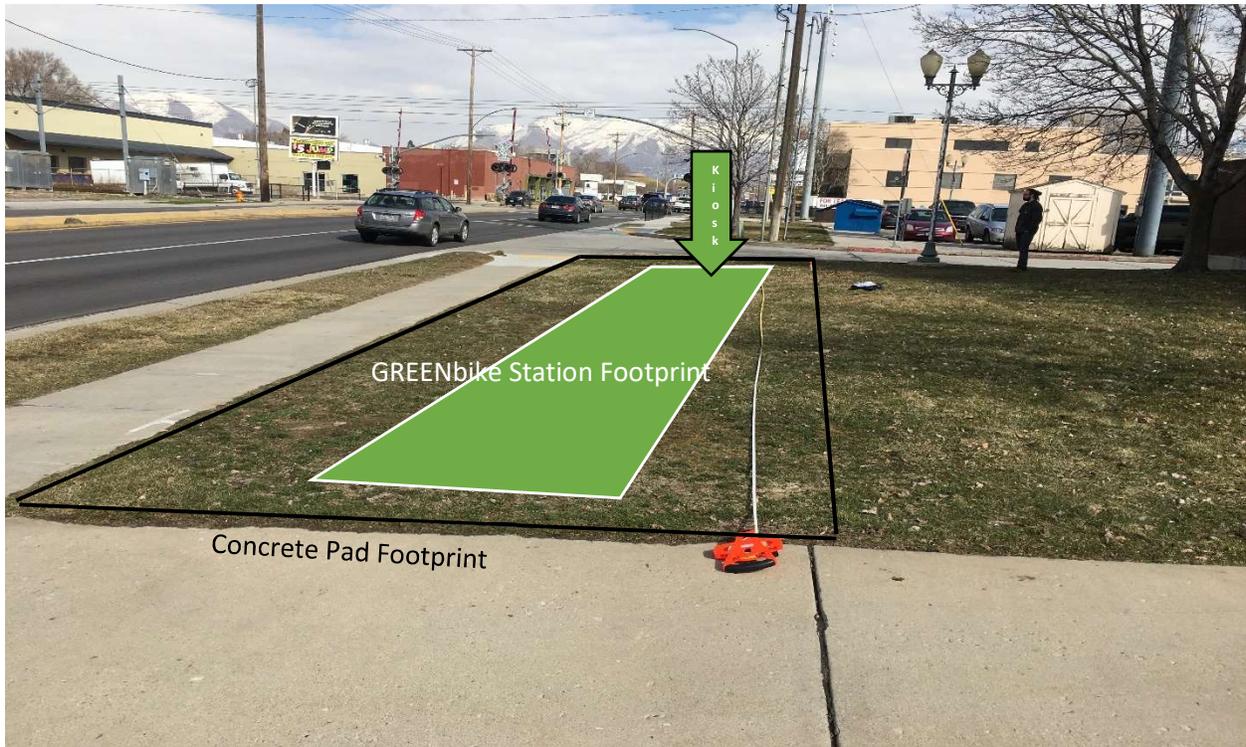
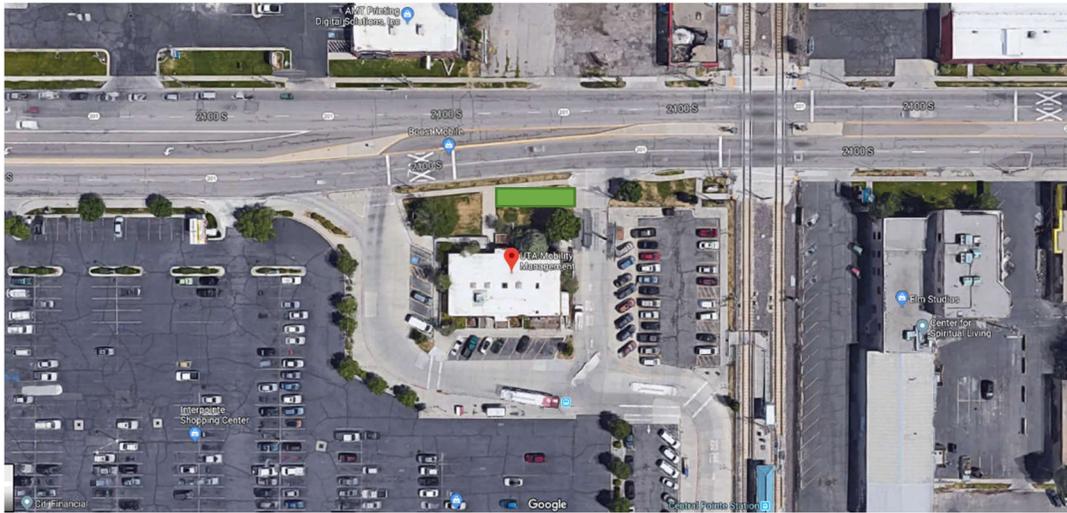
Concrete Pad: Yes. Pad Dimensions: 60'9" X 15'

Station Capacity: 32 Double-Sided docks

Station Dimensions: 46'5" X 15.5" (9'2" with bikes docked)

Note: Electrical connection from nearby building. Exhibit below and attached as PDF.





2. Salt Lake County Offices

Approximate Address: 2001 South State Street, Salt Lake City, UT 84190

Power Source: AC (electrical construction required)

Concrete Pad: No

Station Capacity: 22 Single-Sided Docks

Station Dimensions: 61'11" x 15.5" (5'9" with docked bike)

Note: Will require the removal of one bench. Exhibit below and attached as PDF.



3. 900 South 900 East

Approximate Address: NW Corner of 900 South and 900 East

Power Source: Solar

Concrete Pad: No

Station Capacity: 20 Single-Sided docks (=8 docks heading north-south + 12 docks heading east-west)

Station Dimensions: 57'7" (=25'9" [docks heading north/south *with* 4'3" kiosk baseplate] + 31'10" [docks heading east/west *without* 4'3" kiosk baseplate] x 15.5" (5'9" with docked bike)

Note: We will need the tree located near the kiosk trimmed back for solar panel clearance. We will need to purchase 2 additional endcaps for this station for T-shaped design (4 endcaps in total)

900 S 900 E





4. 900 South 200 West (Central 9th)

Approximate Address: 900 South 200 West, Salt Lake City, UT 84115

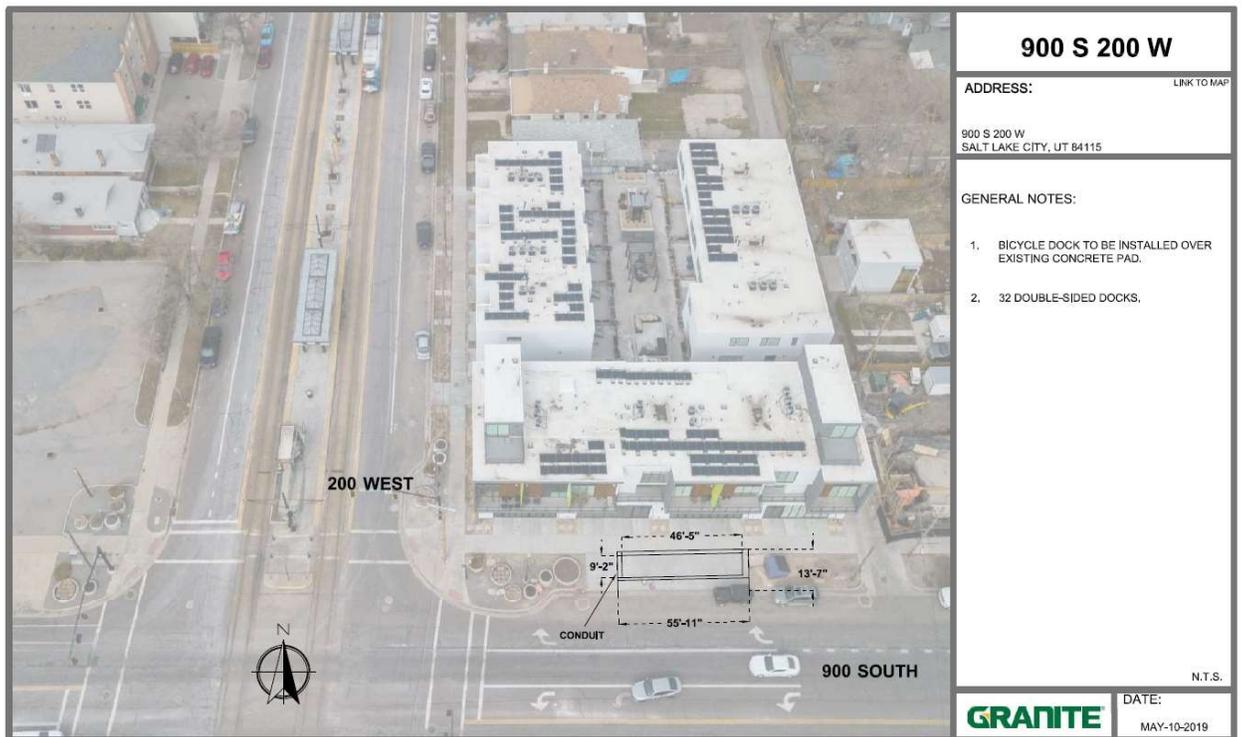
Power Source: AC (Electrical has been snubbed for this location already)

Concrete Pad: No, pad has already been poured. Pad Dimensions: 55'11" x 13' 7"

Station Capacity: 32 Double-Sided docks

Station Dimensions: 46'5" x 15.5" (9'2" with docked bikes on both sides)

Note: Pad has already been poured and electrical snubbed. Exhibit below and attached as PDF.





5. 800 South 400 West (ArtSpace Solar Gardens)

Approximate Address: 800 South 400 West

Power Source: Solar

Concrete Pad: Yes. Pad Dimensions: 74'3" x 21'1" (widest section) and 11'5" (narrowest section)

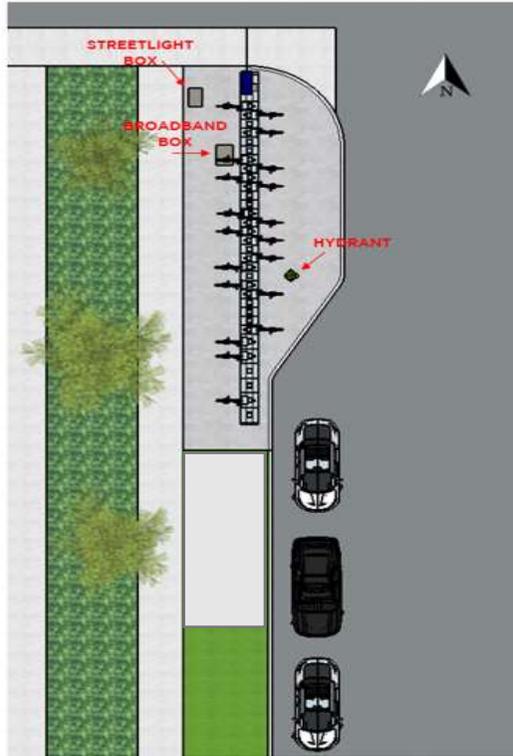
Station Capacity: 37 docks (= 23 double-sided docks [need to remove a dock to retain gap next to fire hydrant] + 14 single-sided docks)

Station Dimensions: 72'3" (=35'8" [double-sided docks *without* 5" endcap] +36'7" [single-sided docks *without* 5" endcap and 4'3" kiosk baseplate]) x 15.5" (9'2 double-sided docks with docked bike and 5'9 single-sided docks with docked bike)

Notes: Fire Hydrant needs to be at least 3' from nearest docked bike. GREENbike needs to remove dock that is located next to fire hydrant. Broadband box needs to be 1' from station. GREENbike needs to make sure that dock is facing correct direction so a bike can't be docked blocking the access broadband box.



Overview of pad and station location.



6. Proper Burger (867 South Main Street)

Approximate Address: 867 South Main Street, Salt Lake City, UT 84111

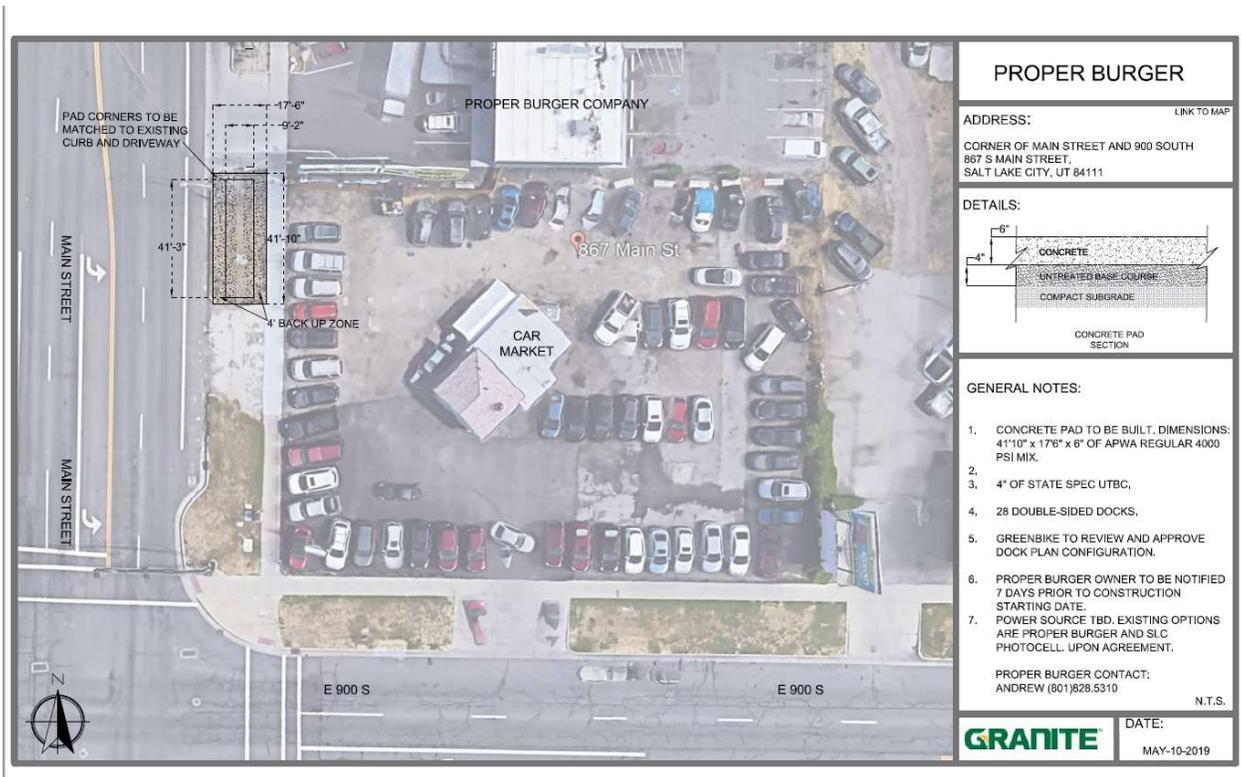
Power Source: AC-pull power from Proper Burger

Concrete Pad: Yes. Pad Dimension: 41'10" x 17'6"

Station Capacity: 28 Double-Sided docks

Station Dimensions: 41' 3" x 15.5" (9'2" with docked bikes)

Notes: Exhibit below and attached as PDF.





7. 50 South 500 West (Behind Gateway)
Approximate Address: 50 South 500 West

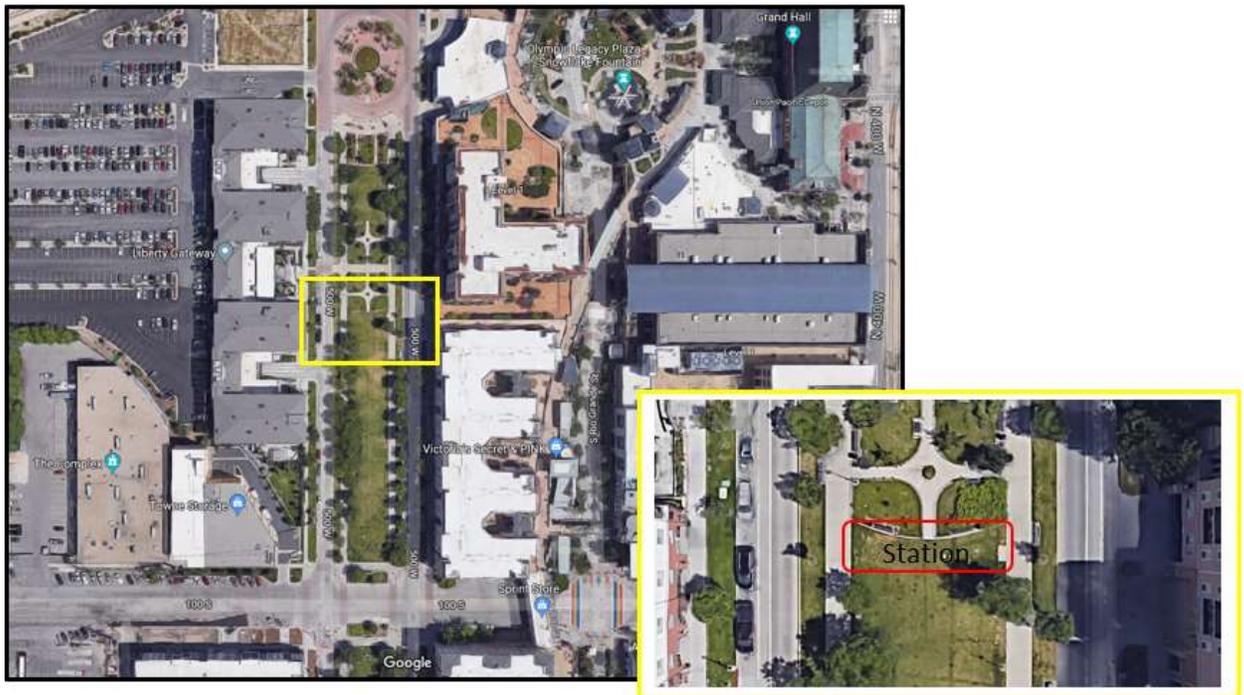
Power Source: AC

Concrete Pad: Yes. Pad Dimensions: 60' x 24'2" (widest on edges) to 15'2" (narrowest in middle)

Station Capacity: 32 Double-Sided docks

Station Dimensions: 46' 5" x 15.5" (9'2" with docked bike)

Construction Required: Concrete pad installation. Relocation of irrigation valves/boxes. Electrical work (if AC station is installed).



Top View - Station with Dimensions

Configuration provides a minimum of 3' bicycle backup on concrete to avoid riding on grass. Does not obstruct existing benches, trash bins, or walkways.

Provides roughly 5' of clearance from pad to trees (more than existing sidewalk setback).

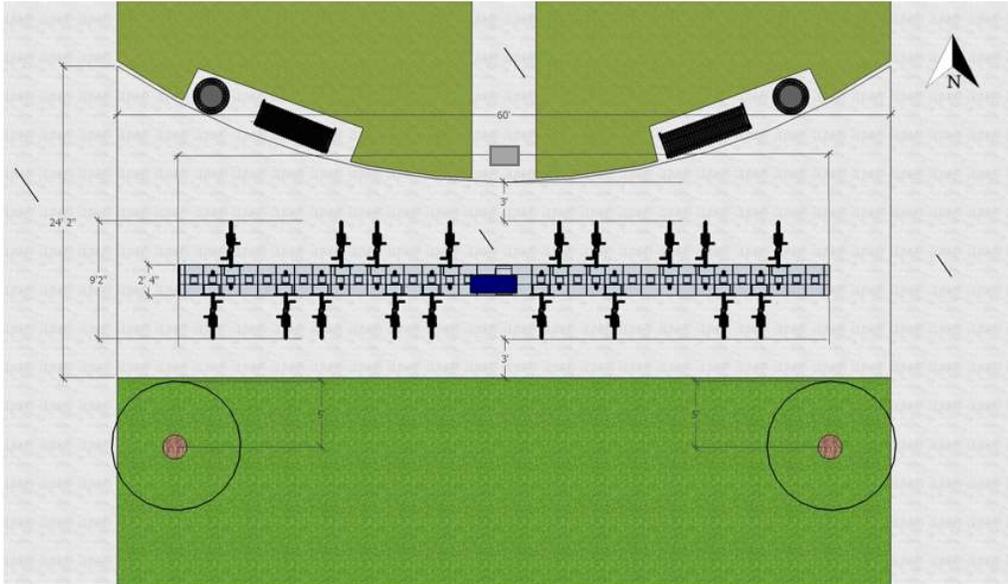


EXHIBIT D

Wage Determination

General Decision Number: UT180029 04/06/2018 UT29

Superseded General Decision Number: UT20170029

State: Utah

Construction Type: Heavy

County: Salt Lake County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

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

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

ELEC0057-002 03/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
Lineman.....	\$ 42.94	13.32

ENGI0003-005 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(1)Mechanic-Excluding Natural Gas Pipeline Construction.....	\$ 27.55	15.65
(2A)Blade/Grader.....	\$ 25.89	15.65

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

ENGI0003-056 07/01/2013

Natural Gas Pipeline Construction Only

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

* IRON0027-002 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 27.18	20.55

IRON0847-001 08/01/2013

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

LABO0295-006 07/01/2014

Natural Gas Pipeline Construction Only

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

LABO0295-015 07/01/2014

	Rates	Fringes
LABORER		

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

LABO0295-038 07/01/2014

Excluding Natural Gas Pipeline & Water/Sewer Line Construction

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

TEAM0222-001 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

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

Premium Pay:

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

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

 SUUT2008-039 08/19/2008

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION



CONTRACT ROUTING FORM

Department * Fares

Existing Contract? Yes

Existing Contract Number * 19-F0049

Contract Section

Fares

Contract Administrator * Kunkel, Kensey

Please upload the contract here * Weber State University 19-F0049_Contract.pdf 209.96KB

Contract Type * School

Contract Sub-Type * College/University

Institution Title * Weber State University

Description / Purpose (of contract or project) * This is an Education pass Agreement for Weber State University ("Weber") and Utah Transit Authority. This contract seeks to maintain and build the current partnership between Weber and UTA wherein 20,000 authorized users receive a premium transit pass. The contract term is August 2019-July 31, 2022; the price per year is \$590,684, totaling \$1,772,052. This contract is in line with the parameters of \$1-\$1.50 fare per boarding set forth by the board in Resolution R2018-07-06.

Contract Dates *

Beginning

Ending

08/01/2019

07/31/2022

Financial Section

Fares

Current Contract Value * \$ 1,772,052.00

Is the amount an estimate? * Yes No

Account Code * 1000.40252-Education

Approval Section

1)Legal/Compliance Review * Bell, Mike

6)Manager/Program Manager * Morton, Monica

7)Dir, Sr. Mgr, or RGM * Colman, Andres

8)Chief * Biles, Robert

9)Executive Director * Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2019 (the "Effective Date") by and between **WEBER STATE UNIVERSITY**, a body politic and corporate of the State of Utah, whose address is 3848 Harrison Blvd, Ogden, Utah, 84408, Attention: Norm Tarbox, Vice President for Administrative Services, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

WEBER STATE UNIVERSITY

By _____
Steve Meyer
Interim Executive Director

By 
Norm Tarbox
Vice President for Administrative Services

By  5/29/19
Andres Coleman
Regional General Manager

Approved as to Form

UTA Compliance Officer

EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT

SECTION I: DEFINITIONS

- 1.1 The term "Adjustment Date" means April 1st for each Contract Year.
- 1.2 The term "Authorized User" includes students enrolled at Sponsor's school and faculty and staff employed by Administrator. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.
- 1.3 The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement.
- 1.4 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.
- 1.5 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.
- 1.6 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf and http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf as of the date of Sponsor's signature, including any addenda referenced therein.
- 1.7 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. UTA routes not included in the definition Local Transit Routes are ski service routes, Premium Express Routes and FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans service.
- 1.8 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, the Park City to Salt Lake City Connect service, or special service routes, including ADA Paratransit and Flextrans service.
- 1.9 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor. The number of Passes provided under this Agreement shall be 20,000. In the event the number of Authorized Users increases more than 1%, the parties agree to renegotiate the financial terms of this contract.

2.1.2 Sponsor shall be solely responsible for issuing a Pass to an Authorized User, in accordance with the EFC Rules.

2.2 Restrictions on Sponsor Charges to Authorized Users. In no event shall Sponsor charge Authorized Users a fee for a Pass.

2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.3 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2022.

2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (a) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (b) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (c) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (d) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price.

2.6.1 The number of Authorized Users for this Agreement is 20,000. In the event Sponsor wishes to increase the number of Authorized Users, the parties agree to renegotiate the financial terms of this contract.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 31 and no later than February 29

2.7.2 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.

2.7.3 UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 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. The parties acknowledge that they are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "B.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

2.13 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.

2.14 Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

2.15 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

2.16 Venue. The parties submit to and consent to the exclusive jurisdiction of the State of Utah and agree that any litigation shall be conducted only in the courts of Salt Lake County, Utah or the federal courts for the United States for the District of Utah.

EXHIBIT "B"
BASE PURCHASE PRICE
For
Weber State University
Year 2019-2022

Contract Year	Authorized Users	Base Purchase Price
2019 – 2020	20,000	\$590,684
2020 – 2021	20,000	\$590,684
2021 – 2022	20,000	\$590,684

Fare Recognition Level:

- Local
- Premium

Detailed Contract Description & Purpose

Board Review and/or Approval Date: 7/31/2019

Agenda Item #

Action Requested: Motion to approve disbursement

Criteria: Disbursement over \$200,000 not on an approved contract

Check #: TBD

Contract Title:

Project Manager: Troy Bingham

Contract Administrator:

Impacted Areas: Light Rail Parts Inventory

Included in budget? N/A

Procurement method: Lowest Bidder

Contractor: Siemens Mobility Inc.

Sole-Source Reason: N/A

Total Disbursement \$ 239,457.10
Qty & Unit price

Contract term (Months)

Contract options (Months)

Contract start date:

Contract end date:

Number of responding firms:

\$ Value of Next Lowest Bidder

Detailed Description & Purpose:

Supply Chain has implemented a forecasted inventory strategy for light rail parts, that generates orders daily based on what maintenance staff has forecasted for the light rail fleet. These orders generate purchase orders daily from \$1 to \$150,000 dollars based on lowest bidder responses to fulfill those orders. As those orders arrive at UTA, they are submitted for payment to Accounts Payable and occasionally those payments will go over \$200,000.

This disbursement is comprised of 8 invoices on 8 purchase orders that were generated by Siemens Mobility Inc. from March 22, 2018 to May 10, 2019. The individual invoice charges range from \$55.10 to \$160,100. More detailed invoice information is on the attached check detail list.

Attachments: Contract routing sheet attached? N/A

Attachment - Check Detail List

SIEMENS MOBILITY LIGHT RAIL PARTS DISBURSMENT - CHECK DETAIL - ACH 881568

<u>Invoice Number</u>	<u>Purchase Order</u>	<u>Invoice Due Date</u>	<u>Part Description</u>	<u>Payment Amount</u>
5610160608	1108960	5/15/2019	100 Ground Brush Assemblies	\$ 160,100.00
5610087329	1101174	3/22/2018	4 Gate Choppers	54,380.00
5610164357	1112074	5/16/2019	2 HF Transformers	11,936.00
5610168735	1112386	5/10/2019	2 Safety Guards	6,748.00
5610168379	1106741	5/10/2019	30 Axles	3,150.00
5610162323	1112998	6/14/2019	3 Post Cover Supports	2,805.00
5610168738	1108621	5/10/2019	5 Straight Plugs	283.00
5610163363	1112586	4/1/2019	1 Conduit Fitting and 5 Reducing Tube Adaptors	55.10
				<u>\$ 239,457.10</u>

UTA Grant Review Go/No-Go Determination Decision Form

Grant Agency:	U.S. DOT / FTA	Due Date:	August 6, 2019
Grant Title:	DOT FTA FY 2019 Integrated Mobility Innovation (IMI) Demonstration Program; Mobility on Demand (MOD) Sandbox Demonstration		
Award Criteria:	Improve mobility through a traveler-centric approach that leverages innovations in technologies, service methods, and business models		
Grant Lead:	Tracy Young	Grant Prep Cost:	Minimal Staff Time
Project Mgr:	Jaron Robertson		
Chief Officer:	Nichol Bourdeaux	CO Consulted on Proposal Y/N	Y
Grant Team Members:	UTA: Shaina Quinn, Alma Haskell, Tracy Young Partners: UDOT, Salt Lake City, Easy Mile		
Proposed Project:	<p>UTA's Innovative Mobility Solutions (IMS) Office proposes to deploy a Phase 2 autonomous shuttle pilot project designed to advance lessons learned from the Phase 1 pilot with three primary objectives:</p> <ol style="list-style-type: none"> 1. Full integration into the UTA transit Network: Select one pilot site for a 12-month autonomous shuttle deployment of a first/last mile connection into UTA's transit network with full integration as part of the UTA network: <ul style="list-style-type: none"> • Trapeze integration • Standard operating days and hours • UTA Route number • Included in the public schedule • Integrated with trip finding features • No fare collections 2. Deploy, operate, and test a no operator/host shuttle (no-ops): Conduct safe autonomous shuttle operations for approximately 3-4 months with an on-board operator/host with thorough testing to ensure zero disengagements or incidents. In months five through 12 gradually remove the shuttle operator/host for remote operations, monitoring, testing, and public engagement. <ul style="list-style-type: none"> • Revise and advance project safety and operations plans • Remote shuttle operations and oversight with human control and customer communications • Implement vehicle to infrastructure (V2I) systems 3. Project evaluation and community engagement: Seek to better understand the perceptions, trust and acceptance of passengers, pedestrians, cyclists, and drivers around automated vehicles and to improve access to public transportation and reduce single occupancy vehicles. Study the human- 		

UTA Grant Review Go/No-Go Determination Decision Form

	<p>machine interface communication challenges and opportunities and evaluate autonomous vehicles as economic and viable mobility solutions as part of UTA's Five-Year Mobility Plan.</p> <ul style="list-style-type: none"> Continued advancement of Phase One Pilot objectives 			
Project Benefits/ROI:	<ol style="list-style-type: none"> Supports UTA's 2040 Strategic Plan Supports UTA's IMS Strategic Plan Supports UDOT Connected and Autonomous Vehicle (CAV) strategic goals and objectives Set the stage for UTA to be a leader in autonomous vehicle technology Prepare UTA to better understand the use cases and economic viability for autonomous shuttles and autonomous technologies as part of the Five-Year Mobility Plan High profile grant and project Minimal UTA financial investment 			
Considerations:	Application due August 6 th			
Total Cost:	\$628,465	Grant Request:	\$502,465	Local Match: \$126,000
Source of Local Match:	<p>Utah Transit Authority: \$21,000 (UTA match will be included as part of 2020 IMS budget. The IMS budget will not increase due to the grant application).</p> <p>Utah Department of Transportation: \$20,000</p> <p>Salt Lake City Transportation Division: \$20,000</p> <p>Easy Mile: \$65,000</p>			
Annual O&M:	None, the Autonomous Shuttle Pilot Phase 2 will end after the 12 months			
Cost Estimates	Preparer:	Jaron Robertson	Reviewer:	Blaine Leonard, UDOT
Executive Team	Approval?	Approved	Date:	July 16, 2019

Autonomous Shuttle Pilot Phase 2 Proposal

AUTONOMOUS SHUTTLE BACKGROUND

The Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT) have partnered to deploy an Autonomous Shuttle Pilot in Utah.

UTA wants to test how emerging technologies and new mobility solutions can meet the current and future objective of the agency and travel needs of individuals by enhancing community accessibility through safe, reliable and innovative services. Autonomous and connected technologies are a high potential future solution for public transit and the pilot provides the opportunity for the agency to learn more about future mobility possibilities.

UDOT continues to be at the forefront of connected and autonomous vehicle (CAV) development and implementation and is currently researching how solutions like the autonomous shuttle and other driverless technology can support UDOT's main goals of safety, mobility and quality of life.



AUTONOMOUS SHUTTLE PILOT OBJECTIVES

Shuttle Venue Tour: The project plan is to operate the autonomous shuttle several locations in Utah throughout a 12-month deployment from April 2019 to April 2020. Locations include a variety of venues in a typical urban and suburban mixed-density community with a variety of existing transit service for three to six weeks at a time. Several factors were considered when selecting the shuttle sites. Considerations included proximity to transit, areas with many visitors, access to storage and charging facilities, and the ability to interact with riders and collect feedback. To date the autonomous shuttle has successfully operated at the following sites:

- UDOT Test Track
- Park City Canyons Resort

Autonomous Shuttle Pilot Phase 2 Proposal

- Farmington Station
- State Office Complex, 1950 S. North Temple

Shuttle Operations: UDOT has partnered with vendor Easy Mile to deploy the EZ10 Generation 2 fully electric autonomous shuttle, SAE (Society of Automotive Engineers) Level 4 vehicle as part of the pilot. The shuttle seats up to six people and allows six more passengers to ride standing or can accommodate a wheelchair. Easy Mile has approximately 50 autonomous shuttle deployments across the world and is supporting the day-to-day operations of the pilot. There are two shuttle operators/hosts to support shuttle operations. One operator/host remains on-board during all shuttle operations for safety and customer engagement purposes. The shuttle is open to the public and no fares are required.

Vehicle to Infrastructure: The vehicle will communicate with UDOT traffic signals, including having the shuttle broadcast a Basic Safety Message (BSM) and receive the critical Signal Phase and Timing information (SPaT) message using Dedicated Short Range Communication (DSRC). This communication will explore how the shuttle can use this information operationally.

Enhanced Transit Service: The shuttle will connect transit to users needing support for first/last mile connections with existing UTA commuter rail, light rail, and bus transit systems. The shuttle is wheelchair accessible and location display features and automated location announcements are being tested as part of the pilot.

Vehicle Safety Standards: This pilot will identify vehicle/system safety gaps with the National Highway Traffic Safety Administration (NHTSA) applicable to the location and level of autonomy proposed.

Traveler Information: The shuttle will transmit a real-time position and route information through existing UTA and UDOT traveler information online and on-board.

Overall Performance: The goal is to ensure a safe, comfortable operation for passengers and navigate safely around pedestrians, bicyclists, and other vehicles. The project team will evaluate the vehicle's performance data in various weather and road conditions, and learn about electric charging, reliability, costs, operations, and maintenance.

University Research: The project will engage the University of Utah's Department of Psychology to study the human factors and interaction effects of a CAV operating in public space. The team will engage other researchers, academic or private, to evaluate public perceptions and how they are impacted from the experience of riding the shuttle.

Security and Risk Management: Assess awareness of technological vulnerabilities with a CAV and employ the appropriate mitigation strategy. Register the shuttle with the Utah Division of Motor Vehicles and prepare local public safety jurisdictions with handling the presence of a CAV. Secure insurance through the Utah Division of Risk Management, supplemental to vendor's insurance.

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Public Outreach and Feedback: Prepare media tools and outreach for promotion of the future of CAVs at the venues and engage the public in discussion about new transportation technologies.

Summary Report: Prepare a comprehensive report detailing the lessons learned and suggestions for future CAV paths to implementation.

PILOT RESULTS TO-DATE

- Operated at 4 sites: UDOT Test Track, Canyons Resort, Farmington Station, 1950 W. N. Temple
- Farmington Station:
 - Safely transported over 2,600 riders
 - Safely traveled over 400 miles
 - Operated 150 hours in service
 - Operated 21 days in service
 - Collect over 318 customer surveys

FTA INTEGRATED MOBILITY INNOVATION GRANT

The Federal Transportation Administrations (FTA) Integrated Mobility Innovation (IMI) program funds projects that demonstrate innovative and effective practices, partnerships and technologies to enhance public transportation effectiveness, increase efficiency, expand quality, promote safety and improve the traveler experience. FTA's IMI 2019 funding opportunity provides \$15 million for demonstration projects focused on three areas of interest:

1. Mobility on Demand
2. Strategic Transit Automation Research; and
3. Mobility Payment Integration; to
 - Explore new business approaches and technology solutions that support mobility
 - Enable communities to adopt innovative mobility solutions that enhance transportation efficiency and effectiveness
 - Facilitate the widespread deployment of proven mobility solutions that expand personal mobility

AUTONOMOUS SHUTTLE PILOT PHASE 2 PROPOSAL

UTA's Innovative Mobility Solutions (IMS) Office proposes to deploy a Phase 2 autonomous shuttle pilot project designed to advance lessons learned from the Phase 1 pilot with three primary objectives:

1. **Full integration into the UTA transit Network:** Select one pilot site for a 12-month autonomous shuttle deployment of a first/last mile connection into UTA's transit network with full integration as part of the UTA network:

Autonomous Shuttle Pilot Phase 2 Proposal

- Trapeze integration
 - Standard operating days and hours
 - UTA Route number
 - Included in the public schedule
 - Integrated with trip finding features
 - No fare collections
2. **Deploy, operate, and test a no operator/host shuttle (no-ops):** Conduct safe autonomous shuttle operations for approximately 3-4 months with an on-board operator/host with thorough testing to ensure zero disengagements or incidents. In months five through 12 gradually remove the shuttle operator/host for remote operations, monitoring, testing, and public engagement.
- Revise and advance project safety and operations plans
 - Remote shuttle operations and oversight with human control and customer communications
 - Implement vehicle to infrastructure (V2I) systems
3. **Project evaluation and community engagement:** Seek to better understand the perceptions, trust and acceptance of passengers, pedestrians, cyclists, and drivers around automated vehicles and to improve access to public transportation and reduce single occupancy vehicles. Study the human-machine interface communication challenges and opportunities and evaluate autonomous vehicles as economic and viable mobility solutions as part of UTA's Five-Year Mobility Plan.
- Continued advancement of Phase One Pilot objectives

PROJECT TEAM

- Utah Transit Authority: Project Lead
- Utah Department of Transportation: Project Partner
- Salt Lake City Transportation Division: Project Partner
- Easy Mile: Vendor and Project Partner

PROJECT BENEFITS

- Supports UTA's 2040 Strategic Plan
- Supports UTA's IMS Strategic Plan
- Supports UDOT CAV strategic goals and objectives
- Set the stage for UTA to be a leader in autonomous vehicle technology
- Prepare UTA to better understand the use cases and economic viability for autonomous shuttles and autonomous technologies as part of the Five-Year Mobility Plan
- High profile grant and project
- Minimal UTA financial investment

Autonomous Shuttle Pilot Phase 2 Proposal

ANTICIPATED PROJECT CHALLENGES

- Site Selection
- No-Ops deployment
- EZ 10 Generation 2 Shuttle does not meet buy America standards
- Will require sole source justification

PROJECT BUDGET

1	EZ10 Generation 2 Shuttle	\$280,040
	12 Month Lease	
	Software Licenses	
	Vehicle Maintenance	
2	Insurance	\$6,000
3	Operations	\$88,960
	Chief Operator	
	Second Operator	
4	Data Plan	\$1,260
5	V2I Configuration	\$7,705
6	Vehicle Movement and Site Setup	\$4,500
7	Marketing and Communications	\$80,000
8	Project Website	\$10,000
9	Project Management/Planning	\$100,000
	Project Plan	
	Standard Operating Procedures	
	Safety Plan	
	Evaluation Plan	
	Final Project Report	
10	Human Interaction Study (UofU Psychology)	\$50,000
	Total	\$628,465
	FTA Required Match (20%)	\$125,693

PARTNER MATCH

1	Utah Transit Authority (1)	\$21,000
2	Utah Department of Transportation	\$20,000
3	Salt Lake City Transportation Division	\$20,000
4	Easy Mile	\$65,000
	Total	\$126,000

(1) UTA match will be included as part of 2020 IMS budget. The IMS budget will not increase due to the grant application.