



**Public Notice is Hereby Given of the Regular Meeting of the
Board of Trustees of the Utah Transit Authority**

Wednesday, May 23, 2018, 1:30 p.m.
Utah Transit Authority Headquarters, 669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms

1. **Call to Order & Opening Remarks** **Chair Greg Bell**
2. **Pledge of Allegiance** **Rebecca Cruz**
3. **Safety First Minute** **Dave Goeres**
4. **Item(s) for Consent** **Chair Greg Bell**
 - a. [Approval of March 28, 2018 Meeting Report](#)
 - b. [Approval of April 18, 2018 Meeting Report](#)
 - c. [Financial Reports & Dashboards for Feb & Mar 2018](#)
5. **General Public Comment Period** **Bob Biles**

The Board of Trustees invites brief comments from the public as defined below.
6. [R2018-05-10: Reaffirming R2018-04-03 Regarding Jerry Benson's Employment as President, CEO, and General Manager](#) **Greg Bell**
7. **Swearing in of New Trustee(s)** **Rebecca Cruz**
8. **Executive Committee Report** **Chair Greg Bell**

Appointing Interim Executive Director

 - a. [R2018-05-01: Appointing Interim Executive Director & Reappointing the Authority's Current Executive Team](#)
 - b. [R2018-05-02: Grant Application System Designation](#)
 - c. Swearing in of Interim Executive Director

Board Vice Chair Vacancy

 - a. Board Vice Chair Nomination(s)
 - b. Swearing in of Board Vice Chair(s)
9. **Committee Updates**

Stakeholder & Planning Committee Update **Trustee Bret Millburn**

Finance & Audit Committee Update **Trustee Jeff Acerson**

 - a. [R2018-05-04: Authorizing Pension Plan Amendments](#) Trustee Necia Christensen
 - b. [R2018-05-05: Authorizing Sale of Surplus Property](#) Paul Drake
 - c. [R2018-05-06: Approving Equipment Leases](#) Bob Biles
10. **Contracting & Expenditure Authority**
 - a. [R2018-05-07: TIGER Design Contract](#) Steve Meyer
 - b. [R2018-05-08: Natural Gas Fuel Supplier Contract](#) Steve Meyer
 - c. [R2018-05-09: Interim Contracting & Expenditure Authority](#) Bob Biles

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|---|---|
| 11. Director/Agency Report | Steve Meyer,
Interim Executive Director |
| 12. Closed Session
a. Discussion of the purchase, exchange, lease or sale of real property when public discussion would prevent the Authority from completing the transaction on the best possible terms. | Chair Greg Bell |
| 13. Action Taken Regarding Matters Discussed in Closed Session
a. <u>Tooele Bus Facility</u> | Chair Greg Bell |
| 14. Other Business | Chair Greg Bell |
| 15. Adjourn | Chair Greg Bell |

Public Comment: Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution. 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 spokesperson designated to represent a group.

As adults, we spend nearly one third of our week at work, making the office just an extension of our homes. You wouldn't let a stranger tailgate into your home; please don't let them tailgate into the office either.



UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Rebecca Cruz, Board of Trustees Support
SUBJECT:	Minutes of the March 28, 2018 UTA Board Meeting
BACKGROUND:	The minutes are presented for approval.
ALTERNATIVES:	<ul style="list-style-type: none">• Approve as presented• Amend and approve• No action
FINANCIAL IMPACT:	N/A
EXHIBITS:	<ul style="list-style-type: none">• 03-28-18 Board Meeting Report



**Report 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
March 28, 2018**

Board Members Present:

Greg Bell, Chair

Sherrie Hall Everett, Vice Chair

Jeff Acerson

Gina Chamness

Necia Christensen

Alex Cragun

Karen Cronin

Babs De Lay

Charles Henderson

Dannie McConkie

Toby Mileski

Bret Millburn

Board Members Excused/Not in Attendance: Cort Ashton, Jeff Hawker, Robert McKinley, and Troy Walker

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

Welcome and Call to Order. Chair Bell welcomed attendees and called the meeting to order at 1:35 p.m. with ten voting board members present. The board and meeting attendees then recited the Pledge of Allegiance.

Safety Minute. Chair Bell yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

Item(s) for Consent. Consent items consisted of the following:

- Approval of January 24, 2018 Board Meeting Report
- Approval of January 31, 2018 Board Meeting Report
- Financial Reports & Dashboards for November and December 2017 and January 2018
- Quarterly Investment Report

A motion to approve the consent agenda was made by Trustee Christensen and seconded by Trustee Cragun. The motion carried by unanimous consent.

Vice Chair Everett joined the meeting at 1:43 p.m.

General Public Comment Period. Public comment was given by Claudia Johnson and Angela Kirk. Ms. Johnson spoke about adding service and frequency and mentioned the need for increased ease in finding pass information. Ms. Kirk provided information on safety innovations and spoke about safety concerns.

President/CEO Report. Jerry Benson, UTA President/CEO, delivered his 2017 performance report to the board. The report included progress against performance measures in the areas of leadership, strategy, external relationships, people (human resource functions), finance and operations, and other initiatives.

Following Mr. Benson's report, Chair Bell requested that more emphasis be applied to UTA's safety program in the future.

Chair's Report. Chair Bell asked Andrew Gruber, Executive Director of the Wasatch Front Regional Council, to provide a summary of the provisions in SB136, which is a law increasing transportation funding in the state and changing the governance structure of UTA. Mr. Gruber covered the renaming of UTA to Transit District of Utah; governance changes to the UTA board; responsibilities of the current board and the new board; the formation of a new UTA advisory board; the creation of a Transit Transportation Investment Fund (TTIF); language providing directives for land use requirements, development of strategic initiatives, and prioritization criteria; modifications to vehicle user registration fees; new funding mechanisms; establishment of a transportation funding task force; transfer of UTA's legal function to the Attorney General's office; and more. During Mr. Gruber's remarks, questions were posed by the board and answered by Mr. Gruber and UTA leadership.

Public Comment. Chair Bell invited public comment on SB136. Public comment was given by Angela Kirk who posed questions regarding open meetings requirements and safety provisions in SB136.

Chair Bell announced a five-minute break at 2:55 p.m.

Trustee Henderson left the meeting at 3:05 p.m.

The meeting resumed at 3:14 p.m.

Committee Updates.

Stakeholder & Planning Committee Update.

R2018-03-11: Resolution Authorizing Electronic Meetings. Trustee Millburn described the resolution, which outlines processes for holding electronic meetings of the board.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-11 was made by Trustee Millburn and seconded by Trustee Chamness. The motion carried by unanimous consent.

R2018-03-09: Resolution Authorizing Execution of ILA between Salt Lake County and UTA for Clean Air Day. Trustee Millburn explained that an interlocal agreement (ILA) is needed between Salt Lake County and UTA to allow the county to pay its agreed portion for funding a 'Free Fare Friday' in December 2017. The free fare day was a promotional effort by the Salt Lake City Council, Salt Lake County, and UTA to draw attention to air quality concerns.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-09 was made by Trustee Millburn and seconded by Trustee Chamness. The motion carried by unanimous consent.

R2018-03-08: Resolution Authorizing Executive of the ILA between Salt Lake County and UTA for the Sugar House S-Line. Bart Simmons, UTA Senior Counsel, described the need for an ILA between Salt Lake County and UTA for improvements to the track on the Sugar House S-Line.

Public Comment. An online comment from George Chapman was read. Mr. Chapman expressed his preference that the monies being spent on the S-Line track installation be put into increased bus service.

Board Action. A motion to approve resolution R2018-03-08 was made by Trustee Millburn and seconded by Trustee Acerson. The motion carried by unanimous consent.

R2018-03-10: Adopting the Transit-Oriented Development Strategic Plan and Revising Executive Limitation Policy 2.2.4 – Transit-Oriented Development. Paul Drake, UTA Senior Manager of Real Estate & Transit-Oriented Development, provided an overview of UTA’s current transit-oriented development (TOD) program and reviewed the process in forming the TOD Strategic Plan and he spoke about regional trends, TOD’s role in land use, processes and procedures used in UTA’s TOD projects, strategic objectives, multiple periods of board review, and specific provisions in the executive limitation policy.

Following Mr. Drake’s remarks, discussion ensued. Questions were posed by the board on requirements of SB136 relative to transit-oriented development, regional planning tools, and affordable housing.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-10 was made by Trustee Millburn and seconded by Trustee Christensen. The motion carried by majority consent with nine aye votes, zero nay votes, and one abstention from Trustee De Lay.

Operations & Customer Experience Committee Update.

R2018-03-06: Resolution Approving the Naming of the Provo-Orem Bus Rapid Transit System. Trustee Cragun explained that the public participated in submitting potential names for the Provo-Orem bus rapid transit system, with three finalists being put to the public for a vote. The winning name was ‘Utah Valley Express’ (or UVX). Brief discussion ensued.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-06 was made by Vice Chair Everett and seconded by Trustee Cronin. The motion carried by unanimous consent.

R2018-03-04: Resolution Approving the April 2018 Change Day Title VI Equity

Analysis. Mary DeLaMare-Schaefer, UTA Regional General Manager of the Timpanogos business unit, reviewed the Title VI analysis (included in the meeting packet) associated with service changes scheduled for April and the elimination of certain types of fare media. The service and fare equity analysis of the proposed changes for April 2018's change day, including additions to route 834, addition of route 864, and the removal of a fare media resulted in no finding.

R2018-03-05: Resolution Approving Provo-Orem Bus Rapid Transit Title VI

Equity Analysis. Ms. DeLaMare-Schaefer presented an overview of the Provo-Orem BRT scheduled for implementation in August 2018 and the Title VI analysis associated with that (included in the meeting packet). As a new line of service the FTA requires the proposed changes be analyzed for Title VI prior to the beginning of revenue operations. Ms. DeLaMare-Schaefer reviewed the analysis which included no finding for the BRT replacement of routes 830 and 838, and findings for route 821 realignment, route 84 elimination and the creation of two new routes from 821 to be substantial and legitimate business reason to proceed with the proposed changes.

Public Comment. Online comments from Francis Barben and James Anderson were read. Ms. Barben is opposed to proposed schedule changes. Mr. Anderson is opposed to the elimination of the contactless credit card fare media.

Chair Bell asked Eric Callison, UTA Manager of Service Planning, to explain the reason for changes in the FrontRunner schedule. Mr. Callison said the change is necessitated by the positive train control requirements which extend the FrontRunner trip length and shorten station dwell times in Provo. On the comment related to fare media, Mr. Benson explained that many fare options, including UTA's mobile ticketing option, are available to riders in place of the contactless credit card fare media.

Board Action. A motion to approve resolution R2018-03-04 was made by Trustee McConkie and seconded by Trustee Christensen. The motion carried by unanimous consent.

Board Action. A motion to approve resolution R2018-03-05 was made by Vice Chair Everett and seconded by Trustee Chamness. The motion carried by unanimous consent.

Finance & Audit Committee Update.

R2018-03-01: Resolution Approving International Travel. Trustee Acerson explained that the American Public Transportation Association Sustainability & Multimodal Workshop is being held in Vancouver, Canada, from July 29 to August 1, 2018. UTA is requesting permission to send UTA's environmental steward and sustainability planner.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-01 was made by Trustee Acerson and seconded by Trustee Millburn. The motion carried by unanimous consent.

R2018-03-03: Resolution Adopting the Internal Audit Charter. Trustee Acerson described the purpose of the internal audit charter and indicated UTA's charter includes a new provision for the internal audit function to perform internal consulting services.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-03-03 was made by Trustee Acerson and seconded by Trustee Christensen. The motion carried by unanimous consent.

R2018-03-02: Resolution Approving Sale of 2.97 Acres of Real Property to the Redevelopment Agency of Murray City. Mr. Drake clarified that the proposed sale is for 2.79 acres of real property rather than 2.97 acres of real property. He then outlined the terms of the sale. Tim Tingey, Murray City Director of Administrative and Development Services, provided the board with information

on the city's redevelopment intentions for the property, which include a fire station and a mixed-use development.

Discussion ensued. Questions were posed by the board regarding the mixed-use development which were answered by staff.

Public Comment. An online comment from George Chapman was read. Mr. Chapman would like the proceeds from the property sale to be applied to canyon bus service.

Board Action. A motion to approve resolution R2018-03-02 was made by Trustee Acerson and seconded by Trustee Cronin. An amended motion to reflect the acreage on the property referenced in the resolution as 2.79 acres rather than 2.97 acres was made by Trustee De Lay and seconded by Trustee Cragun. The motion carried by unanimous consent.

Ogden-Weber Bus Rapid Transit. Mr. Benson reported that progress is being made on developing a memorandum of understanding (MOU) on the local match for the Ogden-Weber bus rapid transit (BRT) project. Weber County has committed \$5 million in corridor preservation funds. Mr. Gruber relayed a message on behalf of Ogden City's Mayor Caldwell stating that local leaders have worked over a decade on this project and it is critical for the city and the university. Mr. Benson said the immediate plan is for UTA to work with Utah Department of Transportation, Wasatch Front Regional Council, Weber State University, Weber County, Ogden City, and McKay Dee Hospital to finalize an MOU to be brought before the UTA board for approval prior to applying for a federal grant. He mentioned that UTA's commitment would involve a one-time shift in the board's previously-determined use of Prop 1 funds. Trustee Mileski added that the project will encourage transit-oriented development at stations along the corridor.

Closed Session. Chair Bell indicated there was a matter to be discussed in closed session relative to the character, professional competence, physical, or mental health of an individual. A motion to move into closed session was made by Trustee De Lay and seconded by Vice Chair Everett. The motion carried by unanimous consent and the board moved into closed session at 4:45 p.m.

Trustee Chamness left the meeting at 5:40 p.m.

Open Session. A motion to return to open session was made by Trustee Mileski and seconded by Trustee Millburn. The motion carried by unanimous consent and the board returned to open session at 5:40 p.m.

Action Taken Regarding Matters Discussed in Closed Session. No action was taken regarding matters discussed in closed session.

Other Business.

Next Board Meeting. Chair Bell stated the next board meeting would be on April 18, 2018, at 1:30 p.m.

Adjournment. The meeting was adjourned at 5:43 p.m. by motion.

Transcribed by Cathie Griffiths with edits by Annette Royle
Assistant to the President/CEO
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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, and/or video located at <https://www.utah.gov/pmn/sitemap/notice/454675.html>.

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

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Rebecca Cruz, Board of Trustees Support
SUBJECT:	Minutes of the April 18, 2018 UTA Board Meeting
BACKGROUND:	The minutes are presented for approval.
ALTERNATIVES:	<ul style="list-style-type: none">• Approve as presented• Amend and approve• No action
FINANCIAL IMPACT:	N/A
EXHIBITS:	<ul style="list-style-type: none">• 04-18-18 Board Meeting Report



**Report 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
April 18, 2018**

Board Members Present:

Greg Bell, Chair
Sherrie Hall Everett, Vice Chair
Jeff Acerson
Cort Ashton
Gina Chamness
Necia Christensen

Alex Cragun
Karen Cronin
Babs De Lay
Dannie McConkie
Toby Mileski
Bret Millburn

Board Members Excused/Not in Attendance: Jeff Hawker, Robert McKinley, Charles Henderson

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

Welcome and Call to Order. Chair Bell welcomed attendees and called the meeting to order at 1:36 p.m. with ten voting board members present. The board and meeting attendees then recited the Pledge of Allegiance.

Safety Minute. Chair Bell yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

General Public Comment Period. No public comments were provided.

R2018-04-01: Resolution Granting Contract and Expenditure Authority. Trustee Acerson explained that with the approval of Senate Bill 136, the board of trustees of a large public transit district, such as UTA, is required to review and approve any contract or expense exceeding \$200,000 or any proposed change order to an existing contract if the value of the change order exceeds 15%

of the total contract or brings the total contract to \$200,000 or more. “Emergency” is defined as “an urgent need for the goods or services if the Authority will sustain serious injury if the contract, expense, or change order is not approved immediately.”

Trustee Mileski had questions regarding the first article in the resolution allowing the President/CEO/Executive Director to approve contracts, expenses, and change orders having a value less than \$200,000 and if it would be appropriate to include the chair’s consent as well, for additional oversight. Trustee Millburn also asked if the Board could review on a monthly basis a financial report (ie: Treasurer’s report) for ratification and also if the request by Trustee Mileski could be added to the resolution verbiage. This would include a list of all checks issued for that month. Jerry Benson explained that the resolution before the Board today is aligned with the specific parameters of SB136 and is only an interim process to get the Authority through to their next regular meeting on May 23rd. At that time the Board of Trustees will have the opportunity to define more specifically the process for review from May 23rd until a full-time board is seated next fall. The comments being provided today will be incorporated into the discussion of the Finance & Audit Committee as they develop a recommendation. Mr. Benson reiterated that today’s resolution is intended to address key disbursements between now and May 23, 2018. He also provided additional information regarding what would entail an emergency expenditure (ie: rare cases of train derailment, major accidents, weather events, etc.). Mr. Benson provided information regarding a former emergency of less than \$200,000 when a Trax train derailed at the Vivint Arena. Another example was presented of a windstorm in Farmington several years ago which incurred invoices in excess of \$1,000,000 over a period of time to get 100% back up and operational.

Trustee Acerson asked that all trustees bring forth any comments or suggestions prior to their next Finance and Audit Committee meeting on May 9th.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-04-01 was made by Trustee Acerson and seconded by Trustee Chamness. The motion carried by unanimous consent.

R2018-04-02: Resolution Continuity of Legal Services. Kim Ulibarri, Chief People Officer,

Kim Ulibarri presented this item to the Board, requesting an exception to Executive Limitations Policy 2.1.5 and Corporate Policy 1.1.7, allowing the Authority to ensure continuity of legal services by allowing attorneys who separate from UTA in the future to continue working on UTA matters on an as-needed contract basis, as determined by UTA. Ms. Ulibarri explained that the Agency is in ongoing discussions with the Attorney General’s office to develop a transition plan, including the shared goal of continuity of legal services until such time as a transition can effectively take place. Although the AG’s office is aware of the Agency’s efforts to retain counsel, Ms. Ulibarri clearly stated that the Attorney General’s office is not driving this request.

Trustee Millburn asked what kind of circumstance would require contracting with former agency counsel and expressed concern about the potential scope of this work. Chair Bell explained that there are several of the UTA attorneys which we know will be leaving prior to July 2019. Because we are still working on a transition plan with the Attorney General to prepare for a definitive transition date, this resolution helps ensure UTA's ability to have both the continuity and specialized expertise of legal counsel during this transition. Examples were offered of the potential of losing specialized counsel during the litigation process. Any contracting must fit within our current budget approved by the board.

Mr. Blakesley explained that they had meetings with the AG's office to discuss when the AG's office assumes responsibility for the Authority. There is a bridge in legal services between now and when the transition of legal representation takes effect. He added that he'd anticipate any decision to procure legal services would be reviewed by the party overseeing legal representation. The discussion clarified that the intent of this resolution is simply to not leave UTA exposed on legal matters during this period of transition.

Trustee Walker expressed his opinion that this resolution/proposal should not be coming from the Authority, but rather from the Attorney General's office as a written agreement. Trustee DeLay opined that it would be helpful to have someone from the Attorney General's office attending our board meetings. It was noted that SB136 provides for the Agency and Attorney General's Office to develop a transition plan by November 30, 2018.

Public Comment. The Chair opened the floor for Public Comment and no comment was given.

Board Action. A motion to approve resolution R2018-04-02 as presented was made by Trustee Hall Everett along with an invitation for the Attorney General's office to address anything they would like to have changed by initiating that discussion for review at our next board meeting. The motion was seconded by Trustee Chamness. The motion carried by majority consent with two nay votes by Trustee Walker and Trustee Millburn.

Closed Session. Chair Bell indicated there was a matter to be discussed in closed session relative to the character, professional competence, physical, or mental health of an individual. A motion to move into closed session was made by Trustee Cragun and seconded by Trustee Walker. The motion carried by unanimous consent and the board moved into closed session at 2:19 p.m.

Trustee Chamness left the meeting at 3:00 p.m., during the closed session.

Open Session. A motion to return to open session was made by Trustee Millburn and seconded by Trustee Christensen. The motion carried by unanimous consent and the board returned to open session at 3:26 p.m.

Trustee Chamness joined the meeting via conference call at 3:30 p.m.

Action Taken Regarding Matters Discussed in Closed Session:

R2018-04-03 Regarding Jerry Benson's Employment as President, CEO, and General

Manager. Chair Bell presented the resolution and discussed the new structure of the Authority with the changes of SB136. With the elimination of the roles of President, CEO, and General Manager the Chair made a recommendation to terminate Jerry Benson effective May 7, 2018 as outlined in the Resolution and not for cause. The Board will be looking for an Interim Executive Director to provide leadership until the new board can hire an Executive Director of their own choosing. Mr. Benson agreed to waive Article III Section 3B of the Agency's Bylaws and allow the Board to make their final decision on his termination at today's meeting.

Public Comment. The Chair opened the floor for Public Comment and no comment was given.

Board Action: A motion was made by Trustee Christensen seconded by Trustee Hall Everett. Motion carried by unanimous consent.

Other Business.

Next Board Meeting. Chair Bell stated the next board meeting would be on May 23, 2018, at 1:30 p.m.

Adjournment. The meeting was adjourned at 3:35 p.m. by motion.

Transcribed by Rebecca Cruz
w/ edits by Annette Royle
Board of Trustees Support Manager
Utah Transit Authority
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801.287-2580

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/454675.html> for entire content.

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

Closed Meeting Affidavit

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

Having first been duly sworn, comes now Greg Bell, who deposes and states and affirms as follows:

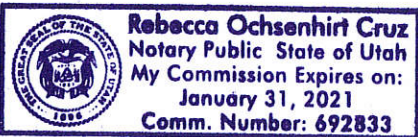
- 1. I am a duly elected or appointed member and chairman of the Board of Trustees of the Utah Transit Authority (the "Authority").
- 2. A meeting of the Board of Trustees was held on Wednesday, April 18, 2018.
- 3. I presided over the Board of Trustees meeting in my capacity of chairman of the Board.
- 4. During the course of the meeting, upon the affirmative vote of at least two-thirds of the voting power of the Trustees present, the meeting was closed for the sole purpose of discussing the character, professional competence, or physical or mental health of individuals.

Further, Affiant sayeth naught.

Greg Bell
Utah Transit Authority

SUBSCRIBED AND SWORN to before me this 18th day of April, 2018.

NOTARY PUBLIC



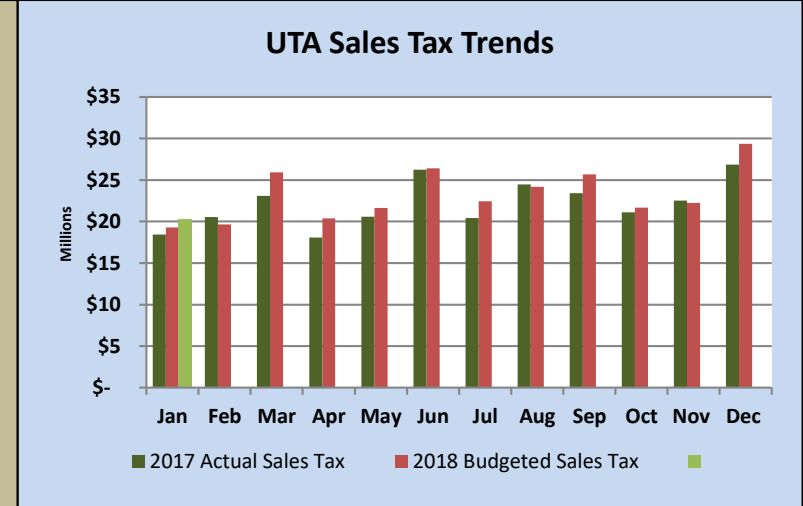
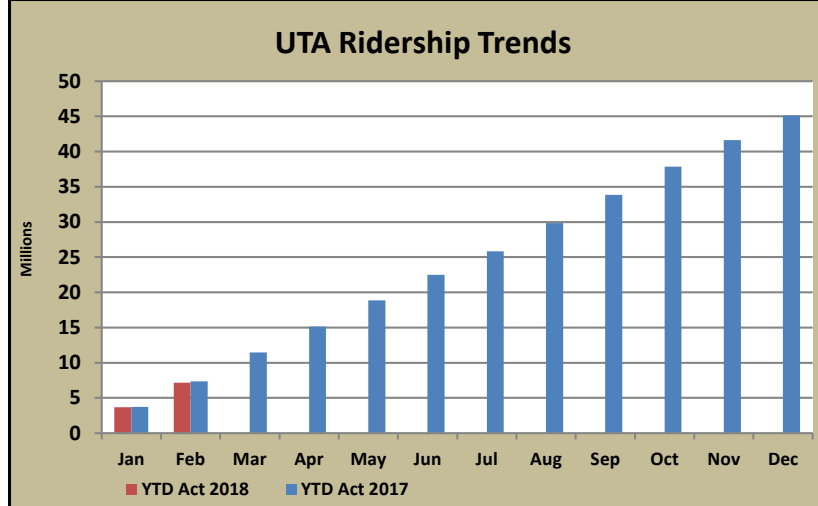
UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Robert Biles, VP of Finance
SUBJECT:	Financial Reports & Dashboards for February and March, 2018
BACKGROUND:	In accordance with Board direction, staff prepares and presents monthly financial statements to the Board for their review.
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none">• Approve as presented
LEGAL REVIEW	N/A
EXHIBITS:	<ol style="list-style-type: none">1. Dashboard: February 20182. Monthly Financial Report: February 20183. Dashboard: March 20184. Monthly Financial Report: March 2018

Utah Transit Authority

Board Dashboard: February 28, 2018

Financial Metrics			Fav/ (Unfav)				Fav/ (Unfav)			
	Feb Actual	Feb Budget		%	YTD Actual	YTD Budget		%		
Sales Tax (January '18 mm \$)	\$ 20.3	\$ 19.3	\$ 1.00	5.2%	\$ 20.3	\$ 19.3	\$ 1.00	5.2%		
Fare Revenue (mm)	\$ 4.5	\$ 4.1	\$ 0.47	11.4%	\$ 8.6	\$ 7.8	\$ 0.80	10.2%		
Operating Exp (mm)	\$ 19.5	\$ 22.6	\$ 3.11	13.8%	\$ 42.6	\$ 45.7	\$ 3.15	6.9%		
Investment Per Rider (IPR)	\$ 4.60	\$ 5.13	\$ 0.53	10.3%	\$ 4.74	\$ 5.13	\$ 0.39	7.6%		
IPR adj for fuel savings	\$ 4.56	\$ 5.13	\$ 0.57	11.1%	\$ 4.89	\$ 5.13	\$ 0.24	4.7%		
UTA Diesel Price (\$/gal)	\$ 2.01	\$ 2.20	\$ 0.19	8.7%	\$ 2.04	\$ 2.20	\$ 0.16	7.3%		
Operating Metrics	Feb Actual	Feb-17	F/ (UF)	%	YTD Actual	YTD 2017	F/ (UF)	%		
Ridership (mm)	3.46	3.63	(0.2)	-4.5%	7.17	7.37	(0.2)	-2.8%		
Alternative Fuels	\$/gal	Revenue Development (m\$)			YTD Actual					
CNG Price (Bus Diesel Equiv rt)	\$ 1.27				\$ 5.02					
Debt Service	Feb Actual	Feb-17	Var	%	YTD Actual	YTD 2017	Var	%		
Debt Service (net mm)	\$ 8.96	\$ 8.94	\$ (0.02)	-0.2%	\$ 17.79	\$ 17.89	\$ 0.10	0.6%		

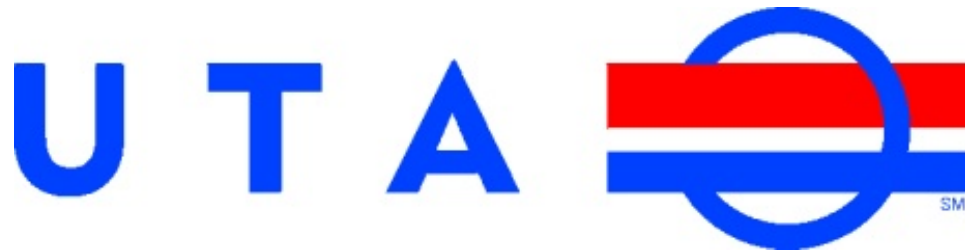


Utah Transit Authority

Financial Statement

(Unaudited)

February 28, 2018



	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 38,712,835	\$ 38,949,675	\$ (236,840)	-1%
2 Passenger Revenue	\$ 8,615,630	\$ 7,815,998	799,632	10%
3 Other Revenue	\$ 11,711,004	\$ 12,288,500	(577,496)	-5%
4 Total Revenue	59,039,469	59,054,173	(14,704)	0%
5 Net Operating Expenses	(42,574,111)	(45,723,001)	3,148,890	7%
Net Operating Income (Loss)	16,465,358	13,331,172	3,134,186	24%
6 Debt Service	17,793,903	17,682,171	(111,732)	-1%
7 Other Non-Operating Expenses	705,891	917,500	211,609	23%
8 Sale of Assets	(3,912,340)	-	3,912,340	
9 Contribution to Capital Reserves	\$ 1,877,904	\$ (5,268,499)	\$ 7,146,403	
10 Bond Debt Service - Series 2007A CAB	43,070			
11 Amortization	(264,462)			
12 Depreciation	23,311,432			
13 Total Non-cash Items	\$ 23,090,040			

2017 GOALS

RIDERSHIP

2017 Actual	February 2018	February 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,461,458	3,625,342	-163,884	7,159,879	7,371,753	-211,874

REVENUE DEVELOPMENT

15 Federal/Local/Regional	YTD	\$ 5,022,618
---------------------------	-----	--------------

OPERATING INVESTMENT PER RIDER 2017 Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 42,574,111	Net Operating Expense	\$ 42,574,111
17 Less: Passenger Revenue	- (8,615,630)	Less: Passenger Revenue	- (8,615,630)
18		Plus: Diesel Savings	+ 1,065,098
19 Subtotal	33,958,481	Subtotal	35,023,579
20 Divided by: Ridership	÷ 7,159,879	Divided by: Ridership	÷ 7,159,879
21 Investment per Rider	\$ 4.74	Investment per Rider	\$ 4.89

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of February 28, 2018

BALANCE SHEET

	<u>2/28/2018</u>	<u>2/28/2017</u>
CURRENT ASSETS		
1 Cash	\$ 19,653,877	\$ 9,903,231
2 Investments (Unrestricted)	49,550,795	20,312,237
3 Investments (Restricted)	126,962,536	197,993,159
4 Receivables	47,643,339	51,760,413
5 Receivables - Federal Grants	18,881,110	11,067,563
6 Inventories	33,740,167	29,313,723
7 Prepaid Expenses	2,440,206	2,885,011
8 TOTAL CURRENT ASSETS	\$ 298,872,030	\$ 323,235,337
9 Property, Plant & Equipment (Net)	3,046,703,628	3,108,171,721
10 Other Assets	133,996,229	126,519,486
11 TOTAL ASSETS	\$ 3,479,571,887	\$ 3,557,926,544
12 Current Liabilities	\$ 28,146,317	\$ 28,225,578
13 Other Liabilities	248,468,591	231,360,777
14 Net Pension Liability	101,705,388	112,925,121
15 Outstanding Debt	2,138,293,575	2,126,802,972
16 Equity	962,958,016	1,058,612,096
17 TOTAL LIABILITIES & EQUITY	\$ 3,479,571,887	\$ 3,557,926,544

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	36,940,962	42,924,874
19 2015A Sub Interest Reserves		2,990,218
20 Debt Service Interest Payable	21,509,043	17,899,659
21 Risk Contingency	7,556,701	7,444,906
22 Box Elder County ROW (sales tax)	6,359,998	5,459,173
23 Mountain Accord	149,754	250,718
24 Joint Insurance Trust	3,894,919	3,256,602
25 UT County Bond Proceeds	19,155,777	49,967,498
26 Amounts held in escrow	31,395,382	9,253,008
27 TOTAL RESTRICTED RESERVES	\$ 126,962,536	\$ 139,446,658
DESIGNATED OPERATING RESERVES		
28 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
29 Fuel Reserve	1,915,000	1,915,000
30 Parts Reserve	3,000,000	3,000,000
31 Operating Reserve	25,976,619	25,247,693
32 Early Debt Retirement Reserve	17,699,386	14,858,258
33 TOTAL DESIGNATED OPERATING RESERVES	\$ 62,507,051	\$ 58,546,501
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 189,469,587	\$ 197,993,159

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of February 28, 2018

REVENUE & EXPENSES

	ACTUAL Feb-18	ACTUAL Feb-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 4,549,613	\$ 4,005,183	\$ 8,615,630	\$ 8,265,483
2 Advertising Revenue	200,000	195,833	400,000	391,666
3 Investment Revenue	143,163	139,177	687,899	323,392
4 Sales Tax	19,126,969	17,528,000	38,712,835	34,889,000
5 Other Revenue	94,021	293,361	292,554	541,197
6 Fed Operations/Preventative Maint.	3,984,813	4,136,010	10,330,551	9,039,365
7 TOTAL REVENUE	\$ 28,098,579	\$ 26,297,564	\$ 59,039,469	\$ 53,450,103
OPERATING EXPENSE				
8 Bus Service	\$ 6,780,057	\$ 6,894,012	\$ 14,945,357	\$ 14,241,609
9 Commuter Rail	1,070,989	1,892,921	3,486,074	3,484,228
10 Light Rail	2,933,318	2,427,897	6,183,512	5,285,931
11 Maintenance of Way	1,388,487	1,339,145	2,570,208	2,677,556
12 Paratransit Service	1,706,891	1,570,102	3,350,670	3,209,817
13 RideShare/Van Pool Services	131,948	215,211	324,897	426,954
14 Operations Support	3,238,212	3,575,515	7,184,723	7,225,530
15 Administration	2,230,213	2,119,412	4,528,670	4,247,635
16 TOTAL OPERATING EXPENSE	\$ 19,480,115	\$ 20,034,215	\$ 42,574,111	\$ 40,799,260
17 NET OPERATING INCOME (LOSS)	\$ 8,618,464	\$ 6,263,349	\$ 16,465,358	\$ 12,650,843
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 327,234	\$ 345,374	\$ 705,891	\$ 765,978
19 Major Investment Studies	-	-	-	-
20 Offsetting Investment Studies	-	-	-	-
21 Bond Principal	766,667	729,167	1,531,334	1,458,334
22 Bond Interest	7,676,713	7,164,293	15,232,653	14,328,586
23 Bond Funded Interest - 2015A Sub	-	795,271	-	1,590,542
24 Bond Cost of Issuance/Fees	-	-	-	500
25 Lease Cost	514,896	247,348	1,029,916	516,049
26 Sale of Assets	(2,994,412)	5,024	(3,912,340)	(2,168,537)
27 TOTAL NON-OPERATING EXPENSE	\$ 6,291,098	\$ 9,286,477	\$ 14,587,454	\$ 16,491,452
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 2,327,366	\$ (3,023,128)	\$ 1,877,904	\$ (3,840,609)
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 16,667	\$ 15,859	\$ 33,334	\$ 31,718
30 Bond Premium/Discount Amortization	(826,518)	(1,321,256)	(1,766,912)	(2,642,513)
31 Bond Refunding Cost Amortization	683,649	685,192	1,367,298	1,370,384
32 Future Revenue Cost Amortization	67,576	67,576	135,152	135,152
33 Depreciation	11,372,769	12,560,000	23,311,432	25,120,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 11,314,143	\$ 12,007,371	\$ 23,080,304	\$ 24,014,741

CURRENT MONTH

	ACTUAL Feb-18	BUDGET Feb-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,549,613	\$ 4,084,503	\$ 465,110	11%
2 Advertising Revenue	200,000	200,000	-	0%
3 Investment Revenue	143,163	311,000	(167,837)	-54%
4 Sales Tax	19,126,969	19,666,790	(539,821)	-3%
5 Other Revenue	94,021	564,333	(470,312)	-83%
6 Fed Operations/Preventative Maint.	3,984,813	5,068,917	(1,084,104)	-21%
7 TOTAL REVENUE	\$ 28,098,579	\$ 29,895,543	\$ (1,796,964)	-6%
OPERATING EXPENSE				
8 Bus Service	\$ 6,780,057	\$ 7,863,139	\$ 1,083,081	14%
9 Commuter Rail	1,070,989	1,832,516	761,527	42%
10 Light Rail	2,933,318	2,925,900	(7,418)	0%
11 Maintenance of Way	1,388,487	1,350,637	(37,850)	-3%
12 Paratransit Service	1,706,891	1,897,773	190,882	10%
13 RideShare/Van Pool Services	131,948	267,071	135,123	51%
14 Operations Support	3,238,212	3,737,696	499,484	13%
15 Administration	2,230,213	2,712,603	482,390	18%
16 TOTAL OPERATING EXPENSE	\$ 19,480,115	\$ 22,587,335	\$ 3,107,219	14%
17 NET OPERATING INCOME (LOSS)	\$ 8,618,464	\$ 7,308,208	\$ 1,310,256	18%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 327,234	\$ 458,750	\$ 131,516	29%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	766,667	764,667	(2,000)	0%
22 Bond Interest	7,676,713	7,555,940	(120,773)	-2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	-	5,458	5,458	100%
25 Lease Cost	514,896	515,020	124	0%
26 Sale of Assets	(2,994,412)	-	2,994,412	
27 TOTAL NON-OPERATING EXPENSE	\$ 6,291,098	\$ 9,299,835	\$ 3,008,737	32%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 2,327,366	\$ (1,991,627)	\$ 4,318,993	217%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 16,667			
30 Bond Premium/Discount Amortization	(826,518)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	11,372,769			
34 NET OTHER EXPENSES (NON-CASH)	\$ 11,314,143			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of February 28, 2018

YEAR TO DATE

	ACTUAL Feb-18	BUDGET Feb-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 8,615,630	\$ 7,815,998	\$ 799,632	10%
2 Advertising Revenue	400,000	400,000	-	0%
3 Investment Revenue	687,899	622,000	65,899	11%
4 Sales Tax	38,712,835	38,949,675	(236,840)	-1%
5 Other Revenue	292,554	1,128,667	(836,112)	-74%
6 Fed Operations/Preventative Maint.	10,330,551	10,137,833	192,718	2%
7 TOTAL REVENUE	\$ 59,039,469	\$ 59,054,173	\$ (14,704)	0%
OPERATING EXPENSE				
8 Bus Service	\$ 14,945,357	\$ 15,989,972	\$ 1,044,615	7%
9 Commuter Rail	3,486,074	3,763,437	277,363	7%
10 Light Rail	6,183,512	5,855,737	(327,775)	-6%
11 Maintenance of Way	2,570,208	2,851,379	281,171	10%
12 Paratransit Service	3,350,670	3,815,273	464,603	12%
13 RideShare/Van Pool Services	324,897	534,571	209,674	39%
14 Operations Support	7,184,723	7,500,529	315,806	4%
15 Administration	4,528,670	5,412,103	883,433	16%
16 TOTAL OPERATING EXPENSE	\$ 42,574,111	\$ 45,723,001	\$ 3,148,890	7%
17 NET OPERATING INCOME (LOSS)	\$ 16,465,358	\$ 13,331,172	\$ 3,134,186	24%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 705,891	\$ 917,500	\$ 211,609	23%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	1,531,334	1,529,334	(2,000)	0%
22 Bond Interest	15,232,653	15,111,880	(120,773)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	-	10,917	10,917	100%
25 Lease Cost	1,029,916	1,030,040	124	0%
26 Sale of Assets	(3,912,340)	-	3,912,340	
27 TOTAL NON-OPERATING EXPENSE	\$ 14,587,454	\$ 18,599,671	\$ 4,012,217	22%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 1,877,904	\$ (5,268,499)	\$ 7,146,403	136%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 33,334			
30 Bond Premium/Discount Amortization	(1,766,912)			
31 Bond Refunding Cost Amortization	1,367,298			
32 Future Revenue Cost Amortization	135,152			
33 Depreciation	23,311,432			
34 NET OTHER EXPENSES (NON-CASH)	\$ 23,080,304			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 615,615	\$ 23,516,922	2.6%
2 INFORMATION TECHNOLOGY	224,027	8,594,818	2.6%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	21,252	1,035,796	2.1%
4 CAPITAL PROJECTS	32,063	41,057,292	0.1%
5 PROVO OREM BRT	917,937	40,227,000	2.3%
6 AIRPORT STATION RELOCATION	7,733	22,901,499	0.0%
7 STATE OF GOOD REPAIR	767,371	29,674,141	2.6%
8 PROP 1 PROJECTS	64,365	11,067,067	0.6%
9 TIGER (INCLUDING PROP#1 TIGER)	16,399	13,104,294	0.1%
10 TOTAL	<u>\$ 2,666,762</u>	<u>\$ 191,178,829</u>	1.4%
REVENUES			
14 GRANT	\$ 7,466	\$ 26,114,493	0.0%
16 PROVO-OREM TRIP	917,937	30,000,000	3.1%
17 LEASES (PAID TO DATE)	-	21,163,045	0.0%
18 BONDS	-	50,877,399	0.0%
19 LOCAL PARTNERS	-	14,318,487	0.0%
15 TRANSFER FROM OPERATING (PROP 1)	64,365	3,997,323	0.0%
20 UTA FUNDING	1,676,994	44,708,082	3.8%
21 TOTAL	<u>\$ 2,666,762</u>	<u>\$ 191,178,829</u>	1.4%

As of February 28, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Feb-18	Feb-17	2018	2017
UTA				
Fully Allocated Costs	20,476,387	20,034,215	42,574,111	40,799,261
Passenger Farebox Revenue	4,549,613	4,005,183	8,615,630	8,265,484
Passengers	3,461,458	3,625,342	7,160,177	7,371,753
Farebox Recovery Ratio	22.2%	20.0%	20.2%	20.3%
Actual Investment per Rider	\$4.60	\$4.42	\$4.74	\$4.41
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	9,802,204	9,403,649	20,073,214	19,281,139
Passenger Farebox Revenue	1,869,117	1,660,818	3,583,185	3,327,303
Passengers	1,524,935	1,613,300	3,161,040	3,238,928
Farebox Recovery Ratio	19.1%	17.7%	17.9%	17.3%
Actual Investment per Rider	\$5.20	\$4.80	\$5.22	\$4.93
LIGHT RAIL SERVICE				
Fully Allocated Costs	5,925,397	5,383,348	12,258,897	11,239,155
Passenger Farebox Revenue	1,607,015	1,307,158	2,967,691	2,620,276
Passengers	1,388,800	1,460,515	2,869,198	2,994,875
Farebox Recovery Ratio	27.1%	24.3%	24.2%	23.3%
Actual Investment per Rider	\$3.11	\$2.79	\$3.24	\$2.88
COMMUTER RAIL SERVICE				
Fully Allocated Costs	2,590,028	3,129,455	5,886,163	5,973,778
Passenger Farebox Revenue	452,045	422,132	933,688	881,551
Passengers	374,038	373,178	789,427	775,179
Farebox Recovery Ratio	17.5%	13.5%	15.9%	14.8%
Actual Investment per Rider	\$5.72	\$7.25	\$6.27	\$6.57
PARATRANSIT				
Fully Allocated Costs	1,852,947	1,729,149	3,669,524	3,526,926
Passenger Farebox Revenue	306,128	271,450	479,383	756,510
Passengers	64,341	65,701	133,956	136,819
Farebox Recovery Ratio	16.5%	15.7%	13.1%	21.4%
Actual Investment per Rider	\$24.04	\$22.19	\$23.81	\$20.25
RIDESHARE				
Fully Allocated Costs	305,811	388,614	686,313	778,262
Passenger Farebox Revenue	315,308	343,625	651,682	679,843
Passengers	109,344	112,648	206,556	225,951
Farebox Recovery Ratio	103.1%	88.4%	95.0%	87.4%
Actual Investment per Rider	(\$0.09)	\$0.40	\$0.17	\$0.44

As of February 28, 2018

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Feb-18	Feb-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$9,802,204	\$9,403,649	\$20,073,214	\$19,281,139
Light Rail Service	\$5,925,397	\$5,383,348	\$12,258,897	\$11,239,155
Commuter Rail Service	\$2,590,028	\$3,129,455	\$5,886,163	\$5,973,778
Paratransit	\$1,852,947	\$1,729,149	\$3,669,524	\$3,526,926
Rideshare	\$305,811	\$388,614	\$686,313	\$778,262
UTA	\$20,476,387	\$20,034,215	\$42,574,111	\$40,799,260
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,869,117	\$1,660,818	\$3,583,185	\$3,327,303
Light Rail Service	\$1,607,015	\$1,307,158	\$2,967,691	\$2,620,276
Commuter Rail Service	\$452,045	\$422,132	\$933,688	\$881,551
Paratransit	\$306,128	\$271,450	\$479,383	\$756,510
Rideshare	\$315,308	\$343,625	\$651,682	\$679,843
UTA	\$4,549,613	\$4,005,183	\$8,615,630	\$8,265,483
PASSENGERS				
Bus Service	1,524,935	1,613,300	3,161,040	3,238,928
Light Rail Service	1,388,800	1,460,515	2,869,198	2,994,875
Commuter Rail Service	374,038	373,178	789,427	775,179
Paratransit	64,341	65,701	133,956	136,819
Rideshare	109,344	112,648	206,556	225,951
UTA	3,461,458	3,625,342	7,160,177	7,371,752
FAREBOX RECOVERY RATIO				
Bus Service	19.1%	17.7%	17.9%	17.3%
Light Rail Service	27.1%	24.3%	24.2%	23.3%
Commuter Rail Service	17.5%	13.5%	15.9%	14.8%
Paratransit	16.5%	15.7%	13.1%	21.4%
Rideshare	103.1%	88.4%	95.0%	87.4%
UTA	22.2%	20.0%	20.2%	20.3%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$5.20	\$4.80	\$5.22	\$4.93
Light Rail Service	\$3.11	\$2.79	\$3.24	\$2.88
Commuter Rail Service	\$5.72	\$7.25	\$6.27	\$6.57
Paratransit	\$24.04	\$22.19	\$23.81	\$20.25
Rideshare	(\$0.09)	\$0.40	\$0.17	\$0.44
UTA	\$4.60	\$4.42	\$4.74	\$4.41

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of February 28, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 18,881,110	\$ 18,881,110				
2 Local Contributions ²	38,712,834	38,712,251				583
3 Pass Sales	447,902	369,961	5,114	12,829	12,845	47,153
4 Property Management	69,074	38,203	16,317	2,668	-	11,886
5 Vanpool/Rideshare	22,186	23,780	(515)	1,428	(697)	(1,810)
6 Product Sales and Development	2,941,569	2,608,745	139,589	8,550	2,565	182,120
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	1,247,822	-	1,000,443			247,379
9 Mobility Management	-		-			
10 Paratransit	11,250	11,250				-
11 Other ³	4,188,902	4,188,902				
12 Total	\$ 66,524,449	\$ 64,834,202	\$ 1,160,948	\$ 25,475	\$ 14,713	\$ 489,111

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 Pass Sales	82.6%	1.1%	2.9%	2.9%	10.5%	
16 Property Management	55.3%	23.6%	3.9%	0.0%	17.2%	
17 Vanpool/Rideshare	107.2%	-2.3%	6.4%	-3.1%	-8.2%	
18 Product Sales and Development	88.7%	4.7%	0.3%	0.1%	6.2%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	0.0%	80.2%	0.0%	0.0%	19.8%	
21 Mobility Management						
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	97.5%	1.7%	0.0%	0.0%	0.7%	

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

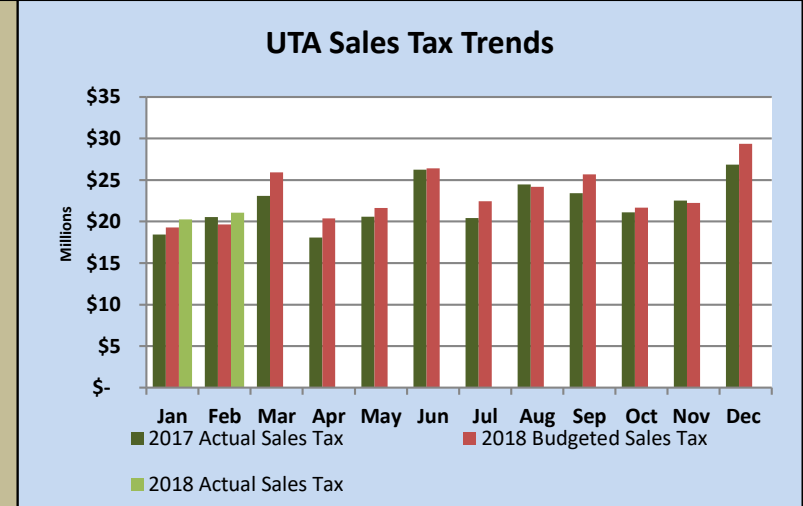
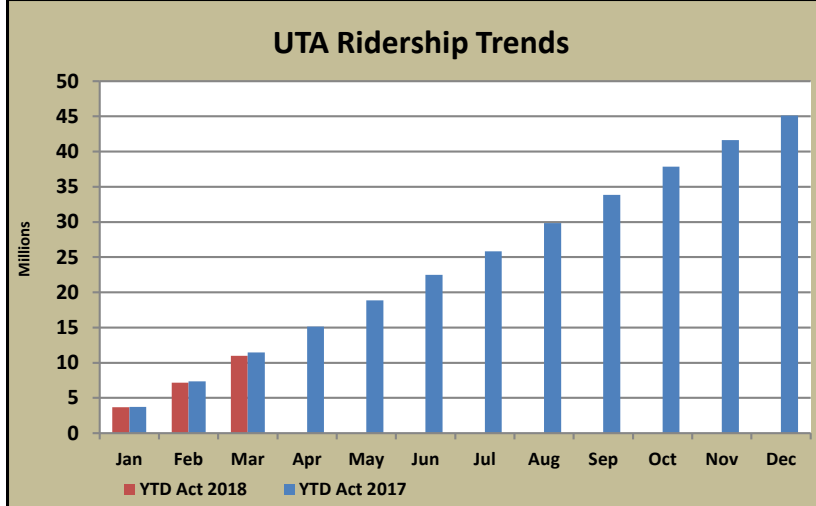
³ OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

Utah Transit Authority

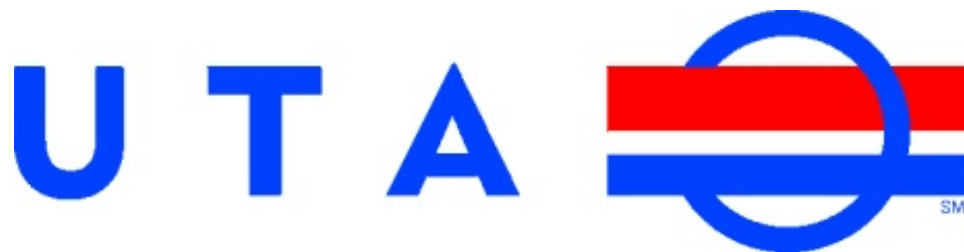
Board Dashboard: March 31, 2018

Financial Metrics	Mar Actual	Mar Budget	Fav/ (Unfav)		%	YTD Actual	YTD Budget	Fav/ (Unfav)		%
Sales Tax (February '18 mm \$)	\$ 21.1	\$ 19.7	\$ 1.42	●	7.2%	\$ 41.3	\$ 38.9	\$ 2.39	●	6.1%
Fare Revenue (mm)	\$ 4.0	\$ 3.8	\$ 0.14	●	3.8%	\$ 12.6	\$ 11.6	\$ 0.94	●	8.1%
Operating Exp (mm)	\$ 23.4	\$ 23.1	\$ (0.30)	●	-1.3%	\$ 66.0	\$ 68.8	\$ 2.85	●	4.1%
Investment Per Rider (IPR)	\$ 5.06	\$ 5.13	\$ 0.07	●	1.4%	\$ 4.86	\$ 5.13	\$ 0.27	●	5.3%
IPR adj for fuel savings	\$ 5.10	\$ 5.13	\$ 0.03	●	0.6%	\$ 4.95	\$ 5.13	\$ 0.18	●	3.5%
UTA Diesel Price (\$/gal)	\$ 2.05	\$ 2.20	\$ 0.15	●	6.9%	\$ 2.04	\$ 2.20	\$ 0.16	●	7.2%
Operating Metrics	Mar Actual	Mar-17	F/ (UF)		%	YTD Actual	YTD 2017	F/ (UF)		%
Ridership (mm)	3.82	4.11	(0.3)	●	-7.1%	10.98	11.48	(0.5)	●	-4.3%
Alternative Fuels	\$/gal	Revenue Development (m\$)				YTD Actual				
CNG Price (Bus Diesel Equiv rt)	\$ 1.28					\$ 5.16				
Debt Service	Mar Actual	Mar-17	Var		%	YTD Actual	YTD 2017	Var		%
Debt Service (net mm)	\$ 9.79	\$ 8.81	\$ (0.97)	●	-11.1%	\$ 27.58	\$ 26.70	\$ (0.87)	●	-3.3%



Utah Transit Authority
Financial Statement
(Unaudited)

March 31, 2018



	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 65,855,213	\$ 64,873,997	\$ 981,216	2%
2 Passenger Revenue	\$ 12,566,520	\$ 11,622,034	944,486	8%
3 Other Revenue	\$ 17,399,666	\$ 18,432,750	(1,033,084)	-6%
4 Total Revenue	95,821,399	94,928,781	892,618	1%
5 Net Operating Expenses	(65,972,724)	(68,822,528)	2,849,804	4%
Net Operating Income (Loss)	29,848,675	26,106,253	3,742,422	14%
6 Debt Service	27,579,254	26,523,256	(1,055,998)	-4%
7 Other Non-Operating Expenses	1,016,535	1,376,250	359,715	26%
8 Sale of Assets	(3,768,553)	-	3,768,553	
9 Contribution to Capital Reserves	\$ 5,021,439	\$ (1,793,253)	\$ 6,814,692	
10 Bond Debt Service - Series 2007A CAB	69,070			
11 Amortization	(784,307)			
12 Depreciation	34,784,389			
13 Total Non-cash Items	\$ 34,069,152			

2017 GOALS

RIDERSHIP

2017 Actual	March 2018	March 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,816,985	4,106,515	-289,530	10,982,140	11,478,267	-496,127

REVENUE DEVELOPMENT

15 Federal/Local/Regional	YTD \$ 5,161,263
---------------------------	---------------------

OPERATING INVESTMENT PER RIDER 2017 Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 65,972,724	Net Operating Expense	\$ 65,972,724
17 Less: Passenger Revenue	(12,566,520)	Less: Passenger Revenue	(12,566,520)
18		Plus: Diesel Savings	945,432
19 Subtotal	53,406,204	Subtotal	54,351,636
20 Divided by: Ridership	÷ 10,982,140	Divided by: Ridership	÷ 10,982,140
21 Investment per Rider	\$ 4.86	Investment per Rider	\$ 4.95

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of March 31, 2018

BALANCE SHEET

	<u>3/31/2018</u>	<u>3/31/2017</u>
CURRENT ASSETS		
1 Cash	\$ 9,340,774	\$ 9,492,957
2 Investments (Unrestricted)	78,732,902	16,543,719
3 Investments (Restricted)	186,384,594	198,721,294
4 Receivables	53,534,628	59,514,899
5 Receivables - Federal Grants	17,174,952	14,972,104
6 Inventories	33,996,454	28,886,510
7 Prepaid Expenses	1,378,075	1,919,342
8 TOTAL CURRENT ASSETS	<u>\$ 380,542,379</u>	<u>\$ 330,050,826</u>
9 Property, Plant & Equipment (Net)	3,046,353,194	3,066,554,905
10 Other Assets	147,879,409	125,839,662
11 TOTAL ASSETS	<u>\$ 3,574,774,982</u>	<u>\$ 3,522,445,393</u>
12 Current Liabilities	\$ 21,965,592	\$ 20,958,011
13 Other Liabilities	280,189,785	237,046,869
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,214,859,080	2,126,802,972
16 Equity	956,883,971	1,024,712,419
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,574,774,982</u>	<u>\$ 3,522,445,393</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	36,174,524	40,025,937
19 2015A Sub Interest Reserves		2,242,664
20 2018 Bond Proceeds	59,928,106	
21 Debt Service Interest Payable	28,984,205	27,573,863
22 Risk Contingency	7,569,731	7,452,631
23 Box Elder County ROW (sales tax)	6,359,998	5,459,173
24 Mountain Accord	149,735	250,708
25 Joint Insurance Trust	3,894,919	3,256,602
26 UT County Bond Proceeds	11,927,995	49,503,046
27 Amounts held in escrow	31,395,381	4,410,169
28 TOTAL RESTRICTED RESERVES	<u>\$ 186,384,594</u>	<u>\$ 140,174,793</u>
DESIGNATED OPERATING RESERVES		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	25,120,649	14,858,258
34 TOTAL DESIGNATED OPERATING RESERVES	<u>\$ 69,928,314</u>	<u>\$ 58,546,501</u>
35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 256,312,908</u>	<u>\$ 198,721,294</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of March 31, 2018

REVENUE & EXPENSES

	ACTUAL Mar-18	ACTUAL Mar-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 3,950,890	\$ 4,438,297	\$ 12,566,520	\$ 12,703,780
2 Advertising Revenue	200,000	195,833	600,000	587,499
3 Investment Revenue	172,112	114,998	860,011	438,390
4 Sales Tax	27,142,378	26,163,036	65,855,213	61,052,036
5 Other Revenue	155,547	262,524	448,101	803,721
6 Fed Operations/Preventative Maint.	5,161,003	4,911,567	15,491,554	13,950,932
7 TOTAL REVENUE	\$ 36,781,930	\$ 36,086,255	\$ 95,821,399	\$ 89,536,358
OPERATING EXPENSE				
8 Bus Service	\$ 8,055,150	\$ 7,953,339	\$ 23,000,507	\$ 22,194,948
9 Commuter Rail	2,015,728	1,964,778	5,501,802	5,449,306
10 Light Rail	3,499,396	2,302,080	9,682,908	7,588,011
11 Maintenance of Way	1,352,071	1,263,052	3,922,279	3,940,608
12 Paratransit Service	1,763,558	1,831,047	5,114,228	5,040,864
13 RideShare/Van Pool Services	258,874	230,089	583,771	657,043
14 Operations Support	3,905,073	3,606,898	11,089,796	10,832,428
15 Administration	2,548,763	2,593,466	7,077,433	6,841,101
16 TOTAL OPERATING EXPENSE	\$ 23,398,613	\$ 21,744,749	\$ 65,972,724	\$ 62,544,309
17 NET OPERATING INCOME (LOSS)	\$ 13,383,317	\$ 14,341,506	\$ 29,848,675	\$ 26,992,049
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 310,644	\$ 414,672	\$ 1,016,535	\$ 1,180,650
19 Major Investment Studies		-	-	-
20 Offsetting Investment Studies		-	-	-
21 Bond Principal	766,667	729,167	2,298,001	2,187,501
22 Bond Interest	7,443,304	6,979,590	22,675,957	21,308,176
23 Bond Funded Interest - 2015A Sub		795,271	-	2,385,813
24 Bond Cost of Issuance/Fees	1,060,484	16,600	1,060,484	17,100
25 Lease Cost	514,896	290,036	1,544,812	806,085
26 Sale of Assets	143,787	(190,692)	(3,768,553)	(2,359,229)
27 TOTAL NON-OPERATING EXPENSE	\$ 10,239,782	\$ 9,034,644	\$ 24,827,236	\$ 25,526,096
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,143,535	\$ 5,306,862	\$ 5,021,439	\$ 1,465,953
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 35,736	\$ 15,859	\$ 69,070	\$ 47,577
30 Bond Premium/Discount Amortization	(1,271,070)	(1,321,256)	(3,037,982)	(3,963,769)
31 Bond Refunding Cost Amortization	683,649	685,192	2,050,947	2,055,576
32 Future Revenue Cost Amortization	67,576	67,576	202,728	202,728
33 Depreciation	11,472,957	12,560,000	34,784,389	37,680,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 10,988,848	\$ 12,007,371	\$ 34,069,152	\$ 36,022,112

CURRENT MONTH

	ACTUAL Mar-18	BUDGET Mar-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 3,950,890	\$ 3,806,036	\$ 144,854	4%
2 Advertising Revenue	200,000	200,000	-	0%
3 Investment Revenue	172,112	311,000	(138,888)	-45%
4 Sales Tax	27,142,378	25,924,322	1,218,056	5%
5 Other Revenue	155,547	564,333	(408,786)	-72%
6 Fed Operations/Preventative Maint.	5,161,003	5,068,917	92,086	2%
7 TOTAL REVENUE	\$ 36,781,930	\$ 35,874,608	\$ 907,322	3%
OPERATING EXPENSE				
8 Bus Service	\$ 8,055,150	\$ 8,123,913	\$ 68,763	1%
9 Commuter Rail	2,015,728	1,937,811	(77,917)	-4%
10 Light Rail	3,499,396	2,930,209	(569,187)	-19%
11 Maintenance of Way	1,352,071	1,483,369	131,298	9%
12 Paratransit Service	1,763,558	1,907,392	143,834	8%
13 RideShare/Van Pool Services	258,874	267,535	8,661	3%
14 Operations Support	3,905,073	3,751,169	(153,904)	-4%
15 Administration	2,548,763	2,698,129	149,366	6%
16 TOTAL OPERATING EXPENSE	\$ 23,398,613	\$ 23,099,527	\$ (299,086)	-1%
17 NET OPERATING INCOME (LOSS)	\$ 13,383,317	\$ 12,775,081	\$ 608,236	5%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 310,644	\$ 458,750	\$ 148,106	32%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	766,667	764,667	(2,000)	0%
22 Bond Interest	7,443,304	7,555,940	112,636	1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,060,484	5,458	(1,055,026)	-19329%
25 Lease Cost	514,896	515,020	124	0%
26 Sale of Assets	143,787	-	(143,787)	
27 TOTAL NON-OPERATING EXPENSE	\$ 10,239,782	\$ 9,299,835	\$ (939,947)	-10%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,143,535	\$ 3,475,246	\$ (331,711)	10%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 35,736			
30 Bond Premium/Discount Amortization	(1,271,070)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	11,472,957			
34 NET OTHER EXPENSES (NON-CASH)	\$ 10,988,848			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of March 31, 2018

YEAR TO DATE

	ACTUAL Mar-18	BUDGET Mar-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 12,566,520	\$ 11,622,034	\$ 944,486	8%
2 Advertising Revenue	600,000	600,000	-	0%
3 Investment Revenue	860,011	933,000	(72,989)	-8%
4 Sales Tax	65,855,213	64,873,997	981,216	2%
5 Other Revenue	448,101	1,693,000	(1,244,899)	-74%
6 Fed Operations/Preventative Maint.	15,491,554	15,206,750	284,804	2%
7 TOTAL REVENUE	\$ 95,821,399	\$ 94,928,781	\$ 892,618	1%
OPERATING EXPENSE				
8 Bus Service	\$ 23,000,507	\$ 24,113,885	\$ 1,113,378	5%
9 Commuter Rail	5,501,802	5,701,248	199,446	3%
10 Light Rail	9,682,908	8,785,946	(896,962)	-10%
11 Maintenance of Way	3,922,279	4,334,748	412,469	10%
12 Paratransit Service	5,114,228	5,722,665	608,437	11%
13 RideShare/Van Pool Services	583,771	802,106	218,335	27%
14 Operations Support	11,089,796	11,251,698	161,902	1%
15 Administration	7,077,433	8,110,232	1,032,799	13%
16 TOTAL OPERATING EXPENSE	\$ 65,972,724	\$ 68,822,528	\$ 2,849,804	4%
17 NET OPERATING INCOME (LOSS)	\$ 29,848,675	\$ 26,106,253	\$ 3,742,422	14%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 1,016,535	\$ 1,376,250	\$ 359,715	26%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	2,298,001	2,294,001	(4,000)	0%
22 Bond Interest	22,675,957	22,667,820	(8,137)	0%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,060,484	16,375	(1,044,109)	-6376%
25 Lease Cost	1,544,812	1,545,060	248	0%
26 Sale of Assets	(3,768,553)	-	3,768,553	
27 TOTAL NON-OPERATING EXPENSE	\$ 24,827,236	\$ 27,899,506	\$ 3,072,270	11%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 5,021,439	\$ (1,793,253)	\$ 6,814,692	380%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 69,070			
30 Bond Premium/Discount Amortization	(3,037,982)			
31 Bond Refunding Cost Amortization	2,050,947			
32 Future Revenue Cost Amortization	202,728			
33 Depreciation	34,784,389			
34 NET OTHER EXPENSES (NON-CASH)	\$ 34,069,152			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 6,504,754	\$ 23,516,922	27.7%
2 INFORMATION TECHNOLOGY	314,094	8,594,818	3.7%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	115,713	1,035,796	11.2%
4 CAPITAL PROJECTS	136,522	41,057,292	0.3%
5 PROVO OREM BRT	4,229,309	40,227,000	10.5%
6 AIRPORT STATION RELOCATION	363,722	22,901,499	1.6%
7 STATE OF GOOD REPAIR	1,505,334	29,674,141	5.1%
8 PROP 1 PROJECTS	527,311	11,067,067	4.8%
9 TIGER (INCLUDING PROP#1 TIGER)	77,134	13,104,294	0.6%
10 TOTAL	<u>\$ 13,773,892</u>	<u>\$ 191,178,829</u>	7.2%
REVENUES			
14 GRANT	\$ 237,399	\$ 26,114,493	0.9%
16 PROVO-OREM TRIP	4,229,309	30,000,000	14.1%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	-	50,877,399	0.0%
19 LOCAL PARTNERS	-	14,318,487	0.0%
15 TRANSFER FROM OPERATING (PROP 1)	527,311	3,997,323	0.0%
20 UTA FUNDING	2,538,963	44,708,082	5.7%
21 TOTAL	<u>\$ 13,773,892</u>	<u>\$ 191,178,829</u>	7.2%

As of March 31, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Mar-18	Mar-17	2018	2017
UTA				
Fully Allocated Costs	23,398,613	21,744,949	65,972,724	62,544,210
Passenger Farebox Revenue	3,950,891	4,438,297	12,566,520	12,703,781
Passengers	3,816,985	4,106,515	10,982,140	11,478,268
Farebox Recovery Ratio	16.9%	20.4%	19.0%	20.3%
Actual Investment per Rider	\$5.10	\$4.21	\$4.86	\$4.34
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	10,888,836	10,674,136	30,962,050	29,955,274
Passenger Farebox Revenue	1,525,801	1,466,216	5,108,987	4,793,520
Passengers	1,658,400	1,803,443	4,819,439	5,042,371
Farebox Recovery Ratio	14.0%	13.7%	16.5%	16.0%
Actual Investment per Rider	\$5.65	\$5.11	\$5.36	\$4.99
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,808,501	5,381,964	19,067,398	16,621,119
Passenger Farebox Revenue	1,296,847	1,497,833	4,264,538	4,118,109
Passengers	1,567,294	1,683,536	4,436,492	4,678,411
Farebox Recovery Ratio	19.0%	27.8%	22.4%	24.8%
Actual Investment per Rider	\$3.52	\$2.31	\$3.34	\$2.67
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,304,906	3,265,023	9,191,069	9,238,801
Passenger Farebox Revenue	427,403	451,823	1,361,092	1,333,374
Passengers	417,700	435,620	1,207,127	1,210,799
Farebox Recovery Ratio	12.9%	13.8%	14.8%	14.4%
Actual Investment per Rider	\$6.89	\$6.46	\$6.49	\$6.53
PARATRANSIT				
Fully Allocated Costs	1,941,881	1,999,305	5,611,405	5,526,231
Passenger Farebox Revenue	372,142	693,267	851,525	1,449,777
Passengers	74,187	77,754	213,121	214,573
Farebox Recovery Ratio	19.2%	34.7%	15.2%	26.2%
Actual Investment per Rider	\$21.16	\$16.80	\$22.33	\$19.00
RIDESHARE				
Fully Allocated Costs	454,489	424,520	1,140,802	1,202,782
Passenger Farebox Revenue	328,696	329,157	980,378	1,009,000
Passengers	99,404	106,162	305,960	332,113
Farebox Recovery Ratio	72.3%	77.5%	85.9%	83.9%
Actual Investment per Rider	\$1.27	\$0.90	\$0.52	\$0.58

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-18	Mar-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$10,888,836	\$10,674,136	\$30,962,050	\$29,955,274
Light Rail Service	\$6,808,501	\$5,381,964	\$19,067,398	\$16,621,119
Commuter Rail Service	\$3,304,906	\$3,265,023	\$9,191,069	\$9,238,801
Paratransit	\$1,941,881	\$1,999,305	\$5,611,405	\$5,526,231
Rideshare	\$454,489	\$424,520	\$1,140,802	\$1,202,782
UTA	\$23,398,613	\$21,744,949	\$65,972,724	\$62,544,209
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,525,801	\$1,466,216	\$5,108,987	\$4,793,520
Light Rail Service	\$1,296,847	\$1,497,833	\$4,264,538	\$4,118,109
Commuter Rail Service	\$427,403	\$451,823	\$1,361,092	\$1,333,374
Paratransit	\$372,142	\$693,267	\$851,525	\$1,449,777
Rideshare	\$328,696	\$329,157	\$980,378	\$1,009,000
UTA	\$3,950,891	\$4,438,297	\$12,566,520	\$12,703,780
PASSENGERS				
Bus Service	1,658,400	1,803,443	4,819,439	5,042,371
Light Rail Service	1,567,294	1,683,536	4,436,492	4,678,411
Commuter Rail Service	417,700	435,620	1,207,127	1,210,799
Paratransit	74,187	77,754	213,121	214,573
Rideshare	99,404	106,162	305,960	332,113
UTA	3,816,985	4,106,515	10,982,140	11,478,267
FAREBOX RECOVERY RATIO				
Bus Service	14.0%	13.7%	16.5%	16.0%
Light Rail Service	19.0%	27.8%	22.4%	24.8%
Commuter Rail Service	12.9%	13.8%	14.8%	14.4%
Paratransit	19.2%	34.7%	15.2%	26.2%
Rideshare	72.3%	77.5%	85.9%	83.9%
UTA	16.9%	20.4%	19.0%	20.3%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$5.65	\$5.11	\$5.36	\$4.99
Light Rail Service	\$3.52	\$2.31	\$3.34	\$2.67
Commuter Rail Service	\$6.89	\$6.46	\$6.49	\$6.53
Paratransit	\$21.16	\$16.80	\$22.33	\$19.00
Rideshare	\$1.27	\$0.90	\$0.52	\$0.58
UTA	\$5.10	\$4.21	\$4.86	\$4.34

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of March 31, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 17,174,952	\$ 17,174,952				
2 Local Contributions ²	48,571,875	48,571,292				583
3 Pass Sales	393,046	371,771	(57,621)	2,479	8,443	67,974
4 Property Management	71,812	70,622	1,190	-	-	-
5 Vanpool/Rideshare	9,630	25,726	(23,023)	(566)	1,739	5,754
6 Product Sales and Development	856,956	550,144	245,254	11,756	433	49,369
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	1,545,322	297,500	-	1,000,443		247,379
9 Mobility Management	-	-	-			
10 Paratransit	11,250	11,250				-
11 Other ³	2,072,937	2,072,937				
12 Total	\$ 70,709,580	\$ 69,146,194	\$ 165,800	\$ 1,014,112	\$ 10,615	\$ 372,859

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 Pass Sales	94.6%	-14.7%	0.6%	2.1%	17.3%	
16 Property Management	98.3%	1.7%	0.0%	0.0%	0.0%	
17 Vanpool/Rideshare	267.1%	-239.1%	-5.9%	18.1%	59.8%	
18 Product Sales and Development	64.2%	28.6%	1.4%	0.1%	5.8%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	19.3%	0.0%	64.7%	0.0%	16.0%	
21 Mobility Management						
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	97.8%	0.2%	1.4%	0.0%	0.5%	

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 OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Greg Bell, Chair
SUBJECT:	Resolution R2018-05-10: Reaffirming R2018-04-03 Regarding Jerry Benson's Employment as President, Chief Executive Officer, and General Manager
BACKGROUND:	<p>In April, 2018, the Board of Trustees passed Resolution R2018-04-03, terminating the employment of Jerry Benson.</p> <p>This resolution reaffirms that motion of the Board and is intended to address concerns regarding compliance with the Utah Open Public Meeting Act.</p>
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none">• Approve as presented
EXHIBITS:	<ol style="list-style-type: none">a. R2018-05-10: Reaffirming Resolution R2018-04-03 Regarding Jerry Benson's Employment as President, Chief Executive Officer, and General Manager

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY REAFFIRMING RESOLUTION R2018-04-03 REGARDING JERRY
BENSON'S EMPLOYMENT AS PRESIDENT, CHIEF EXECUTIVE OFFICER, AND
GENERAL MANAGER**

No. R2018-05-10

May 23, 2018

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

WHEREAS, the Authority's Board of Trustees ("Trustees") previously passed Resolution R2018-04-03 Regarding Jerry Benson's Employment as President, Chief Executive Officer, and General Manager, attached as Exhibit A, at the April 18, 2018 meeting of the Board; and

WHEREAS, the Authority seeks to better comply with Utah Open Public Meeting Act requirements.

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

1. That the Board reaffirms Resolution R2018-04-03 Regarding Jerry Benson's Employment as President, Chief Executive Officer, and General Manager.
2. That this Resolution stay in full force and effect until rescinded by further action of the Board.
3. That the Board formally ratifies all actions taken by the Authority, including those taken by staff that are necessary or appropriate to this action.
4. That the corporate seal be impressed hereon.

APPROVED and ADOPTED this 23rd day of May 2018.

Gregory S. Bell, Chair

ATTEST:

Robert K. Biles, Secretary/Treasurer

[SEAL]

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the 23rd day of May 2018.

Gregory S. Bell, Chair

Robert K. Biles, Secretary/Treasurer

APPROVED AS TO FORM

Legal Counsel

Exhibit A

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Greg Bell, Chair
SUBJECT:	Appointing Interim Executive Director
BACKGROUND:	<p>During the Executive Committee meeting held on May 1, 2018 a motion was made to appoint Steve Meyer as the Interim Executive Director of the Authority.</p> <p>The attached Resolution formalizes this appointment by a decision of the board and confirms the authorities of the position within the Agency.</p> <p>The Resolution also appoints direct reports of the board to include incumbents in their current positions, including: Vice-President of Finance, Vice-President of External Affairs and Constituent Services, Chief Internal Auditor, Chief People Officer, and Chief Safety, Security and Technology Officer.</p>
PREFERRED ALTERNATIVE:	Ratification by the full Board
LEGAL REVIEW:	yes
EXHIBITS:	<ul style="list-style-type: none"> • R2018-05-01: Appointing Interim Executive Director • Meyer Biography

**RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING STEVE MEYER AS
INTERIM EXECUTIVE DIRECTOR AND REAPPOINTING THE AUTHORITY'S
CURRENT EXECUTIVE TEAM**

No. R2018-05-01

May 23, 2018

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

WHEREAS, the Act provides that the Authority's Board of Trustees ("Board") shall appoint an Executive Director; and

WHEREAS, the Act requires the appointment of an Executive Director to be based on an individual's qualifications, with special reference to the person's actual experience in or knowledge of accepted practices with respect to the duties of the office; and

WHEREAS, Mr. Meyer has a degree in Civil Engineering from the University of Idaho and is a licensed professional engineer in the State of Utah; and

WHEREAS, Mr. Meyer worked in the transportation industry for twenty years prior to joining the Authority and

WHEREAS, Mr. Meyer has served as the Chief Development Officer for the Authority, leading a team managing environmental, project development, real estate acquisition, property management, facility maintenance, asset management and transit oriented development and overseeing the completion of UTA's FrontLines 2015 program which added 70 miles of new rail; and

WHEREAS, the Board values the experience and skills of Mr. Meyer and has identified Mr. Meyer to be qualified to serve as Interim Executive Director; and

WHEREAS, the Act requires the Board to hire and set the salaries of the Chief Internal Auditor; the Chief People Officer; the Chief Safety, Security, and Technology Officer; the Vice-President of Finance; and the Vice-President of External Affairs and Constituent Services.

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

1. That the Board hereby appoints Steve Meyer as Interim Executive Director effective May 8, 2018.
2. That the Board establishes Mr. Meyer's annual base salary at \$191,189.54.

3. That any other benefits provided to Mr. Meyer by the Authority shall be the same as those provided to other Authority administrative employees.
4. That the Board will provide Mr. Meyer with opportunities for annual merit increases to be determined in the same manner as increases for other Authority administrative employees.
5. That the Authority will not pay Mr. Meyer an annual bonus or any other monetary compensation in addition to his base salary.
6. That all Authority policies that refer to any one of the titles of General Manager, Chief Executive Officer, and/or President, including Board Policies, Corporate Policies and Standard Operating Procedures, and Department Policies and Standard Operating Procedures, regardless of the use of any one or combination of any of the titles within such policies, refer to the one individual serving in the role of Interim Executive Director to the extent the Policy or Standard Operating Procedure does not conflict with the Act or any other applicable law, rule, or regulation.
7. That the Authority appoints the incumbents in the following positions at their current salaries with opportunities for annual merit increases to be determined in the same manner as increases for other Authority administrative employees: Vice-President of Finance, Vice-President of External Affairs and Constituent Services, Chief Internal Auditor, Chief People Officer, and Chief Safety, Security, and Technology Officer.
8. That this Resolution stay in full force and effect until rescinded by further action of the Board.
9. That the Board formally ratifies all action taken by the Authority, including those taken by staff, necessary or appropriate to this action.
10. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel



W. Steve Meyer, P.E.
Acting Vice President – Operations, Capital and Assets
Utah Transit Authority

Steve Meyer has over 35 years of experience in the transportation industry. Steve has been with the Utah Transit Authority since 2002.

Steve served as the Chief Development Officer for Utah Transit Authority, leading a team managing environmental, project development, real estate acquisition, property management, facility maintenance, asset management and transit oriented development. Steve oversaw the completion of UTA's FrontLines 2015 program which added 70 miles of new rail transit. The program was completed for \$2.5 billion; \$300 million under budget and two years ahead of schedule. Steve served as the Manager of Engineering and Construction for the Weber County to Salt Lake City and Provo to Salt Lake City commuter rail projects and Salt Lake Central Hub TRAX extension.

A resident of Utah for most of his professional career, Steve has participated in some of the major transportation planning and construction projects in the state. He has developed multi-modal transportation master plans for Salt Lake City, the University of Utah, and Westminster College. Steve served as Project Manager for Salt Lake City's Gateway Rail Consolidation Project which improved access to the historic industrial area west of the downtown, resulting in a major revitalization of the area. Steve was the Traffic Mitigation Manager for the design development of the I-15 reconstruction project in the Salt Lake Valley, developing the traffic control criteria and assisting in the development of the public relations plan to manage traffic during this major construction project.

Steve has a degree in Civil Engineering from the University of Idaho and is a licensed professional engineer in the state of Utah. Prior to his career at the Utah Transit Authority, he spent three years with a construction contractor, five years with state and local transportation agencies and 12 years with transportation consulting firms.

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Mary DeLoretto, Senior Program Manager, Environmental
SUBJECT:	Grant Application System Designation
BACKGROUND:	<p>The Authority is the designated recipient as defined at 49 U.S.C. 5307(a)(2) to apply for and receive Urbanized Area Formula Program assistance from the Federal Transit Administration as authorized by 49 U.S.C. 5037.</p> <p>With any change in leadership at UTA, and with the recent changes related to SB136, it is necessary to authorize the interim Executive Director to execute and file applications for Federal assistance on behalf of the Authority as described above. Specifically, this will allow them to execute and file the annual certifications and assurances, grant agreements, and other documents the FTA or other federal agencies requires before awarding a Federal assistance grant or cooperative agreement.</p>
PREFERRED ALTERNATIVE:	Approve as presented
LEGAL REVIEW:	Yes
EXHIBITS:	<ul style="list-style-type: none"> • R2018-05-02: Grant Application System Designation

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION
ASSISTANCE AUTHORIZED BY CHAPTER 53 OF TITLE 49 OF THE UNITED
STATES CODE AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY
THE FEDERAL TRANSIT ADMINISTRATION
AND AUTHORIZING THE FILING OF OTHER GRANT APPLICATIONS**

No. R2018-05-02

May 23, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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 Federal Transit Administration has been authorized to provide funding to support public transportation under 49 U.S.C. Chapter 53; and

WHEREAS, other various governmental agencies publish grant opportunities, and have been authorized to provide funding to support public transportation and other similar projects; and

WHEREAS, grants or cooperative agreements for Federal financial assistance will impose certain obligations upon the Authority and may require the Authority to provide the non-Federal share of transportation-related expenses supported with Federal financial assistance; and

WHEREAS, the Authority is legally authorized under Federal, state, or local law to apply for and receive Federal assistance; and

WHEREAS, the Authority is the Designated Recipient as defined at 49 U.S.C. 5307(a)(2) to apply for and receive Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307; and

WHEREAS, the Authority has or will provide all required certifications and assurances to the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees:

1. The Interim Executive Director is authorized to execute and file applications for Federal assistance on behalf of the Authority with the Federal Transit Administration for Federal Assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or any other Federal statutes authorizing a project administered by the Federal Transit Administration. The Authority requests Urbanized Area Formula Program assistance as the designated recipient as defined by 49

U.S.C. Section 5307, either alone or in addition to other Federal assistance administered by the Federal Transit Administration.

2. The Interim Executive Director or designee, is authorized to execute and file applications for assistance on behalf of the Authority with various agencies that publicize grant opportunities for which the Authority would be eligible to apply.
3. The Interim Executive Director or designee, is authorized to execute and file the annual certifications and assurances and other documents the Federal Transit Administration or other agency requires before awarding a Federal assistance grant or cooperative agreement.
4. The Interim Executive Director or designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Authority; and such other grants as may be awarded.
5. That this Resolution supersedes Resolutions 2012-05-04, 2012-05-03, and 2016-05-03 and shall stay in force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.
6. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Necia Christensen , Pension Committee Chair Nancy Malecker, Director of Total Rewards
SUBJECT:	Pension Plan Amendments
BACKGROUND:	<p>The Pension Committee with responsibility to oversee the Pension plan of the Authority, conducts a semi-annual review of investments.</p> <p>Based on the information presented by Cambridge Associates, LLC (UTA’s investment advisor) and Milliman Inc. (UTA’s actuarial consultant) the resolution attached better aligns the Plan’s assumption earning rate with the current outlook for future investment forecasts.</p>
PREFERRED ALTERNATIVE:	Approve as presented
LEGAL REVIEW:	Yes
EXHIBITS:	<ul style="list-style-type: none"> • R2018-05-04 Second Amendment to the UTA Employee Retirement Plan & Trust Agreement • Pension Plan Amendment

**RESOLUTION OF THE BOARD OF TRUSTEES AUTHORIZING THE SECOND
AMENDMENT TO THE UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT
PLAN AND TRUST AGREEMENT**

No. R2018-05-04

May 23, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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, effective January 1, 2013 the Authority restated the Utah Transit Authority Employee Retirement Plan and Trust Agreement (the "Plan"), which Plan has been amended by an Amendment dated September 23, 2015; and

WHEREAS, the Pension Committee, which oversees the Plan, has recommended an adjustment to the Plan's earning assumption rate from 7.25% to 7.0% based on information delivered to the Committee by Cambridge Associates, LLC, UTA's investment advisor, and Milliman Inc., UTA's actuarial consultant, in order to better align the Plan's assumption earning rate with the current outlook for future investment forecasts; and

WHEREAS, based on that recommendation, the Board of Trustees ("Board") desires to amend the Plan to adjust the Plan's earnings assumption rate from 7.25% to 7.0% for benefit determinations from and after January 1, 2018.

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

1. That the Board hereby adopts the Second Amendment to Utah Transit Authority Employee Retirement Plan and Trust Agreement as set forth in Exhibit A.
2. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.
3. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 23rd day of May 2018.

Greg Bell, Chair

Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

SECOND AMENDMENT
TO
UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN
AND TRUST AGREEMENT

(as restated January 1, 2013)

This Second Amendment to the UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN AND TRUST AGREEMENT is entered into this 23rd day of May, 2018

WHEREAS, effective January 1, 2013, Utah Transit Authority restated the Utah Transit Authority Employee Retirement Plan and Trust Agreement (the “Plan”); and

NOW, THEREFORE, the Plan is hereby amended as follows:

1 Effective January 1, 2018, Appendix C to the Plan is amended to read as set forth in “Appendix C” attached to this Amendment.

IN WITNESS WHEREOF, the Utah Transit Authority has made and executed this Second Amendment on the day and year first above written.

UTAH TRANSIT AUTHORITY

Chair
Board of Trustees

APPROVED AS TO FORM:

UTA Legal Counsel

Appendix C
Actuarial Equivalence Under Section 1.02

1. For benefit determinations from January 1, 2003 to February 28, 2007:

- (a) The “applicable mortality table” is the 1983 Group Annuity Mortality Table (Unisex), weighted 50% male and 50% female; and
 - (b) The “applicable interest rate” is based on the Actuarial Funding Valuation Rate. The "Actuarial Funding Valuation Rate" is seven percent (7%).
2. For benefit determinations from March 1, 2007 to June 30, 2015:
- (a) The “applicable mortality table” is the 1994 Group Annuity Mortality Table (Unisex), weighted 50% male and 50% female; and
 - (b) The “applicable interest rate” is based on the Actuarial Funding Valuation Rate. The "Actuarial Funding Valuation Rate" is seven and one-half percent (7.5%).
3. For benefit determinations from July 1, 2015 to December 31, 2017:
- (a) The “applicable mortality table” is the RP-2014 Blue Collar with the MP-2014 Projection Scale; and
 - (b) The “applicable interest rate” is seven and one-quarter percent (7.25%).
4. For benefit determinations from and after January 1, 2018:
- a) The “applicable mortality table” is the RP-2014 Blue Collar with the MP-2014 Projection Scale; and
 - b) The “applicable interest rate” is seven percent (7.0%).

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Paul Drake, Sr. Manager – Real Estate and TOD
SUBJECT:	Resolution Designating Excess Properties as Surplus and Authorizing the Sale of Single-Family Residential Property
BACKGROUND:	<p>The Agency owns properties that are no longer needed for transit purposes and are not suitable for Transit-Oriented Development. Municipalities are interested in these properties' productive use and reintroduction to the tax rolls.</p> <p>The first such property, a single-family residence, was purchased with the aid of federal funds, and the FTA has requested that the Agency surplus and dispose of the property; the second property has remained vacant since its purchase during the construction of the West Valley TRAX line, with no future intended use; and the third property is an existing transfer facility that will be abandoned after the completion of the Utah County BRT project.</p> <p>As these properties are all valued greater than \$200,000, staff requests board approval to surplus the properties and solicit public bids. In the case of the single-family residence, as the nature of home sales does not accommodate extended timeframes for additional review, staff requests board approval to negotiate final sale of the property subject to receiving an acceptable offer equal to or greater than appraised value. In the case of the other two properties, staff will present the terms of the highest and best offers to the board for final approval prior to disposition.</p>
PREFERRED ALTERNATIVE:	Approve as proposed.
LEGAL REVIEW:	Legal has reviewed the transaction
EXHIBITS:	1) R2018-05-05: Approving the reclassification of listed properties to Surplus and the sale of the single-family residence

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
UTAH TRANSIT AUTHORITY TO CONDITIONALLY:
(1) DECLARE PROPERTY AS SURPLUS;
(2) SET CONDITIONS FOR CONVEYANCE OF PROPERTY; AND
(3) DESCRIBE PARAMETERS FOR PURCHASE AND SALE AGREEMENT**

No. R2018-05-05

May 23, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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 Public Transit District Act;

WHEREAS, the Authority owns real property located at 2240 South 1040 West in West Valley City, Utah ("West Valley Property") that was purchased for the construction of the West Valley TRAX line and is no longer needed for transit use; and

WHEREAS, the Authority owns real property located at 1145 South 750 East in Orem City ("Utah County Property") that will no longer be needed for a transit use following the completion of the Utah County Bus Rapid Transit project; and

WHEREAS, the Authority owns a single-family residence located at 8397 South Spaulding Court in West Jordan City ("West Jordan Property") that was purchased with the aid of federal funds, and the Federal Transit Administration has requested that the Authority dispose of it because it is no longer needed for transit use; and

WHEREAS, municipalities are interested in these properties' productive use and the Authority values relationships with the cities and counties that are a part of the Authority; and

WHEREAS, the Authority desires to solicit public bids for the West Valley and Utah County Properties; and

WHEREAS, the Authority desires to dispose of the West Jordan Property through public sale in the residential market, which does not accommodate an extended timeframe for the review of offers.

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

1. That the Board authorizes the Executive Director to surplus the West Jordan Property, the West Valley Property, and the Utah County Property.
2. That the Board authorizes the Executive Director to solicit public bids for the West Valley and Utah County Properties and to present the best and highest offers to the Board for approval prior to disposition.

3. That the Board authorizes the Executive Director to enter into a Purchase and Sale Agreement for the West Jordan Property subject to receiving an offer equal to or greater than the appraised value of the Property and to thereafter dispose of the West Jordan Property.
4. That the Board hereby ratifies any and all actions taken by the Executive Director and staff in furtherance of and effectuating the intent of this Resolution.
5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Robert K. Biles, Chief Financial Officer, Treasurer Richard C. Swenson, Deputy Treasurer
SUBJECT:	Resolution R2018-05-06 Authorizing the Financing of Certain Equipment Through Lease-Purchase Agreements

BACKGROUND:	<p>The 2018 budget anticipated the acquisition of 145 revenue service vehicles at a total cost of \$30,833,067. The vehicle type, number of vehicles, and budgeted amounts are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #4F81BD; color: white;">Vehicle Type</th> <th style="background-color: #4F81BD; color: white;">Number</th> <th style="background-color: #4F81BD; color: white;">Budget</th> </tr> </thead> <tbody> <tr> <td>Replacement buses</td> <td style="text-align: center;">29</td> <td style="text-align: right;">\$15,450,761</td> </tr> <tr> <td>Trolleys</td> <td style="text-align: center;">2</td> <td style="text-align: right;">1,195,000</td> </tr> <tr> <td>Mt. Ogden Expansion Buses</td> <td style="text-align: center;">5</td> <td style="text-align: right;">2,647,645</td> </tr> <tr> <td>Electric Buses</td> <td style="text-align: center;">5</td> <td style="text-align: right;">6,318,500</td> </tr> <tr> <td>Replacement Paratransit van</td> <td style="text-align: center;">29</td> <td style="text-align: right;">2,856,000</td> </tr> <tr> <td>Replacement vanpool vans</td> <td style="text-align: center;"><u>75</u></td> <td style="text-align: right;"><u>2,365,161</u></td> </tr> <tr> <td>Total</td> <td style="text-align: center;"><u>145</u></td> <td style="text-align: right;"><u>\$30,833,067</u></td> </tr> </tbody> </table> <p>The 2018 budget also anticipated several sources of funding which could be used to pay for these vehicles. These sources are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #4F81BD; color: white;">Source of Funding</th> <th style="background-color: #4F81BD; color: white;">Amount</th> </tr> </thead> <tbody> <tr> <td>Grants</td> <td style="text-align: right;">\$8,275,893</td> </tr> <tr> <td>UTA</td> <td style="text-align: right;">1,122,729</td> </tr> <tr> <td>Local Partners</td> <td style="text-align: right;">271,400</td> </tr> <tr> <td>Leases</td> <td style="text-align: right;"><u>21,163,045</u></td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><u>\$30,833,067</u></td> </tr> </tbody> </table> <p>Subsequent to adoption of the 2018 budget, in coordination with Weber Area Council of Governments, the Prop 1 priority in Weber County</p>	Vehicle Type	Number	Budget	Replacement buses	29	\$15,450,761	Trolleys	2	1,195,000	Mt. Ogden Expansion Buses	5	2,647,645	Electric Buses	5	6,318,500	Replacement Paratransit van	29	2,856,000	Replacement vanpool vans	<u>75</u>	<u>2,365,161</u>	Total	<u>145</u>	<u>\$30,833,067</u>	Source of Funding	Amount	Grants	\$8,275,893	UTA	1,122,729	Local Partners	271,400	Leases	<u>21,163,045</u>	Total	<u>\$30,833,067</u>
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	<p>changed from expanded bus service to bus rapid transit (BRT) capital investment. As a result, UTA decided to eliminate acquisition of the five Mt. Ogden expansion buses (\$2,647,645) and reallocate those funds to the BRT project. As these were to be lease financed, the resolution provides an authorization of \$18,515,400 rather than the original budget amount.</p> <p>Resolution 2018-05-xx authorizes two of the three designated officers (the Treasurer, Deputy Treasurer, and Executive Director) to 1) select the lessor and 2) approve the principal amounts, interest rates, terms, description of equipment, and other pricing terms if the lease-purchase agreements fall with the following parameters:</p> <ul style="list-style-type: none"> • Amount \$18,515,400 or less • Term: 12 years or less • Interest Rate: 4.5% or less <p>Although the resolution authorizes an amount of \$18,515,400, the Treasurer and Deputy Treasurer will determine the amount needed before seeking lease financing.</p> <p>Gilmore & Bell, legal counsel, has provided the attached resolution and form of the lease-purchase agreement.</p>
<p>PREFERRED ALTERNATIVE:</p>	<ul style="list-style-type: none"> • Approve as presented
<p>EXHIBITS:</p>	<ol style="list-style-type: none"> a. R2018-05-06 Parameters Resolution b. Equipment Lease - Purchase Agreement

Salt Lake City, Utah

May 23, 2018

The Board of Trustees (the “Board”) of the Utah Transit Authority (the “Authority”) met in regular session originating from the UTA Frontline Headquarters, 669 West 200 South, in Salt Lake City, Utah, on May 23, 2018 at the hour of 1:30 p.m., with the following members of the Board being present:

Gregory S. Bell	Chair
Jeff Acerson	Member
Cort Ashton	Member
Gina Chamness	Member
Necia Christensen	Member
Alex Cragun	Member
Karen Cronin	Member
Babs De Lay	Member
Charles G. Henderson	Member
Daniel R. McConkie	Member
Robert McKinley	Member
Toby Mileski	Member
Bret Milburn	Member
Troy K. Walker	Member

Also present:

Steve Meyer	Interim Executive Director
Robert K. Biles	Vice President of Finance/ Secretary/Treasurer
Lisa Bohman	Managing Attorney

Absent: Jeff Hawker

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

ABSTAIN:

The resolution was then signed by the Chair of the Board and recorded by the Secretary of the Board in the official records of the Utah Transit Authority. The resolution is as follows:

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY (THE "AUTHORITY") AUTHORIZING THE FINANCING OF CERTAIN EQUIPMENT FOR THE AUTHORITY THROUGH ONE OR MORE EQUIPMENT LEASE-PURCHASE AGREEMENTS AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING CERTAIN OFFICIALS OF THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE LEASE-PURCHASE AGREEMENTS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH DOCUMENTS AND THIS RESOLUTION; AND RELATED MATTERS.

Resolution No. R2018-05-06

May 23, 2018

WHEREAS, pursuant to the provisions of the Public Transit District Act, Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (the "Act"), the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority"), has authority to enter into lease agreements to provide for the financing of certain equipment; and

WHEREAS, in order to finance the acquisition and installation of certain vehicles, equipment and other capital costs to be used by the Authority for the benefit of its public transit system (the "Project"), the Board finds and determines that it is necessary and in the best interests of the Authority to authorize the appropriate officials of the Authority to, from time to time, enter into Equipment Lease-Purchase Agreements (each a "Lease-Purchase Agreement"); and

WHEREAS, there has been presented to the Board at this meeting a form of the Lease-Purchase Agreement; and

WHEREAS, in order to allow the Authority flexibility in timing the execution of the Lease-Purchase Agreements and to minimize costs to the Authority, the Board desires to grant to any two of the Treasurer, the Deputy Treasurer and the Executive Director of the Authority (each a "Designated Officer") the authority to, from time to time: (a) select the lessor for the Lease-Purchase Agreement; and (b) approve the principal amounts, interest rates, terms, description of equipment, and other pricing terms; and to authorize any two of the Designated Officers to execute a finalized version of each Lease-Purchase Agreement; and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Lease-Purchase Agreement, and to authorize and approve all actions to be taken by the Authority in connection with the execution of the above documents and the financing of the Project.

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Utah Transit Authority, as follows:

Section 1. Terms defined in the foregoing recitals shall have the same meaning when used in the body of this Resolution.

Section 2. For the purpose of providing funds to be used for the financing of the Project, the Board hereby authorizes any two of the Designated Officers of the Authority to, from time to time, enter into Lease-Purchase Agreements all within the parameters set forth in Section 4 hereof. The execution of the Lease-Purchase Agreements shall be subject to the final advice of counsel for the Authority.

Section 3. The form of Lease-Purchase Agreement substantially as presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved and confirmed. All terms and provisions of the Lease-Purchase Agreement are hereby incorporated in this Resolution. The Designated Officers of the Authority are hereby authorized to approve the final terms for each Lease-Purchase Agreement and any two of the Designated Officers may execute and deliver the Lease-Purchase Agreement in substantially the same form and with substantially the same content as the form of the Lease-Purchase Agreement presented at this meeting for and on behalf of the Authority with final terms as may be established for the Lease-Purchase Agreement within the parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. Any two of the Designated Officers of the Authority are hereby authorized to specify and agree as to the final principal amounts, interest rates, terms, description of equipment, and other pricing terms with respect to the Lease-Purchase Agreement for and on behalf of the Authority and any changes thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution, with such approval to be conclusively established by the execution of the Lease-Purchase Agreement by two of the Designated Officers.

Section 4. In order to finance the Project, the Board hereby finds and determines that it is in the best interests of the Authority and residents within the Authority, for the Authority to, from time to time, enter into lease arrangements with substantially the provisions of the Lease-Purchase Agreement, with an aggregate principal amount not more than \$18,515,400, to bear interest at an interest rate of not to exceed 4.50% per annum, to include a term not to exceed 12 years, and to be sold with a discount from par of not to exceed 2%, as shall be approved by any two of the Designated Officers, all within the Parameters set forth herein. Any two of the Designated Officers may approve and execute Lease-Purchase Agreements, within the parameters described herein, from time to time, at any time during the two years following adoption of this Resolution.

Section 5. Any of the Designated Officers are authorized to make any alterations, changes or additions to the Lease-Purchase Agreement or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States or to the agreement with the lessor.

Section 6. Any of the Designated Officers are hereby authorized and directed to execute and deliver for and on behalf of the Board and the Authority any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 7. On January 4, 2018, the Treasurer/Vice President of Finance signed on behalf of the Authority, an intention and reasonable expectation of the Authority to use proceeds of tax-exempt Lease-Purchase Agreements to reimburse itself for expenditures for costs of the Project. The Lease-Purchase Agreements are to be executed and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The Board hereby ratifies this prior reimbursement intent.

Section 8. Any of the Designated Officers are hereby authorized to take all action necessary or reasonably required by the Lease-Purchase Agreements to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 9. As permitted by Section 17B-1-102(3) of the Utah Code, the Board hereby elects to not treat the Lease Purchase Agreements as a bond for purposes of Utah Code Title 11, Chapter 14, Local Government Bonding Act or Title 11, Chapter 27, Utah Refunding Bond Act.

Section 10. As provided in Utah Code Section 17B-2a-803.1, the Board is in the process of implementing, over time, a name change for the Authority to Transit District Utah. In the event that the name change is implemented by the Board prior to the execution of the Lease-Purchase Agreements, the Authority shall enter into the Lease-Purchase Agreements under the name Transit District Utah.

Section 11. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 12. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 13. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 23rd day of May, 2018.

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

Chair

ATTEST:

Secretary/Treasurer

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Chair

ATTEST:

Secretary/Treasurer

APPROVED AS TO FORM:

Legal Counsel

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Robert K. Biles, the undersigned Secretary/Treasurer of the Board of Trustees (the "Board") of the Utah Transit Authority (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, not less than twenty-four (24) hours public notice of the agenda, date, time and place of the May 23, 2018, public meeting held by the Board was given as follows:

(a) by causing a Notice, in the form attached hereto as Schedule B to be posted at the Authority's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) by causing a copy of such Notice, in the form attached hereto as Schedule B to be delivered at least twenty-four (24) hours prior to the convening of the meeting to the persons, newspapers (at least one of which is a newspaper of general circulation within the Authority), and media representatives shown on Schedule B attached hereto, as well as to those requesting such notices; and

(c) by causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2018 Annual Meeting Schedule for the Board (attached hereto as Schedule C) was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be (i) posted in December 2017 at the principal office of the Authority, (ii) provided to local media correspondents, or to newspapers of general circulation within the geographic jurisdiction of the Authority, at least once during the calendar year 2018, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 23rd day of May, 2018.

Secretary/Treasurer

(SEAL)

SCHEDULE B

NOTICE AND AGENDA OF THE MAY 23, 2018 MEETING

SCHEDULE C

2018 ANNUAL MEETING NOTICE

EXHIBIT B

EQUIPMENT LEASE-PURCHASE AGREEMENT

[See Transcript Document No. ___]

EQUIPMENT LEASE-PURCHASE AGREEMENT

(2018 – 4 Year)

This Equipment Lease-Purchase Agreement dated as of _____, 2018, together with all amendments or supplements thereto (collectively, the “Lease”) by and between _____, a corporation organized under the laws of State of _____ (“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 \$_____. 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 (2018 – 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 the interest rate then in effect divided by _____%.

“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 \$_____ 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 _____.

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 _____, 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 _____, 2018.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Robert K. Biles
Title: Treasurer and VP Finance

By: _____
Name: Richard C. Swenson
Title: Deputy Treasurer

LESSOR:

By: _____
Name: _____
Title: _____

APPENDIX A

Description of Equipment:
Closing Date: _____, 2018
Commencement Date: _____, 2018
Principal Amount: \$ _____
Interest Rate or Rates: _____%
Prepayment Options:
The lease is subject to prepayment in whole or in part at the option of the Lessee on _____, 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: _____ (___) months from Commencement Date.

APPENDIX B

Rental Payments
(4 Year Lease Term)

APPENDIX C

OPINION OF LESSEE'S COUNSEL

Date:

To:

Gentlemen:

As counsel for the Utah Transit Authority (the "Lessee"), I have examined duly executed originals of the three Equipment Lease-Purchase Agreements (collectively, the "Lease"), each dated _____, 2018, between the Lessee and _____ (the "Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am 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 my 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.

Attorney for Lessee

APPENDIX D

ACCEPTANCE CERTIFICATE

To: _____

Reference is made to the Equipment Lease-Purchase Agreement (2018 - 4 Year) between the undersigned Utah Transit Authority (the "Lessee") and _____ (the "Lessor"), dated _____, 2018 (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:

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name:
Title:

Witness

APPENDIX E
TAX CERTIFICATE

APPENDIX F

FORM 8038-G

APPENDIX G

DECLARATION OF OFFICIAL INTENT

(See Authorizing Resolution)

APPENDIX H

ESCROW AGREEMENT

**UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet**

DATE:	May 23, 2018
CONTACT PERSON:	Richard Miller, Project Manager Mary DeLoretto, Sr. Program Mgr, Environmental Steve Meyer, Interim Executive Director
SUBJECT:	TIGER Grant Design Contract Approval
BACKGROUND:	<p>The TIGER grant Design Contract requires UTA Board approval to execute the contract allowing the TIGER grant projects to proceed.</p> <p>UTA received a TIGER (Transportation Infrastructure Generating Economic Recovery) grant through a competitive grant process from the USDOT.</p> <p>The attached contract is for architect and engineering services supporting the multi-year first/last mile connection project. The contract was procured and negotiated pursuant to a competitive solicitation process. This project is being funded primarily through a federal capital grant and local partner contributions. It provides for contractor payments on a time and materials basis, and is subject to a not-to-exceed amount of \$2,460,145.</p> <p>The TIGER grant project consists of over 150 individual projects providing First/Last Mile connections to UTA’s rail stations. These projects are funded by federal, TIGER grant, and local match dollars. TIGER partners include UTA, UDOT, Wasatch Front Regional Council (WFRC), Mountainland Association of Governments (MAG), 6 counties (Weber, Davis, Salt Lake, Utah, Tooele, and Summit), and 23 cities.</p>

PREFERRED ALTERNATIVE:	Full Board for Approval
LEGAL REVIEW:	Bart Simmons, Senior Counsel, has developed and reviewed the contract while providing oversight during the selection process.
EXHIBITS:	<ul style="list-style-type: none">• R2018-05-07 TIGER Design Contract• Contract Routing Sheet• Design Contract

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT FOR FIRST/LAST MILE CONNECTIONS DESIGN SERVICES**

R2018-5-07

May 23, 2018

WHEREAS, Utah Transit Authority (the "Authority") is a 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, for the past several years, the Authority has been working with cities, counties and other public stakeholders on a jointly planned program of projects that will facilitate access and improve connections to the Authority's public transit system (collectively the "Project"); and

WHEREAS, the Authority has obtained a federal grant for the project and secured the initial local match commitments necessary to commence design professional services for the Project; and

WHEREAS, the Authority competitively procured qualification statements from professional design firms; and

WHEREAS, based on this competitive procurement process, Civil Science, Inc. was determined to be the firm most qualified to perform the design professional services for the Project; and

WHEREAS, the Authority has negotiated fair and reasonable pricing for the design professional services in accordance with applicable state and federal requirements; and

WHEREAS, the Authority has negotiated the attached Professional Services Agreement (the "Agreement") with Civil Science, Inc., which Agreement contains a not-to-exceed budget of \$2,460,145.

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

1. That the Board hereby approves the Agreement negotiated between the Authority and Civil Science, Inc.
2. The Board authorizes the Executive Director and his or her designee(s) to execute the Agreement in substantially the same form as that attached as Exhibit A to this Resolution.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare and negotiate the Agreement.

4. That the corporate seal be attached hereto.

Approved and adopted this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel



CONTRACT ROUTING SHEET

CONTRACT SECTION

- 1) Contract No. **18-2399TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Other G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification) RFP (Best-value) Sole source Other: _____
- 4) Contract Title **TIGER Grant First/Last Mile Connections Design**
- 5) Description (of contract/project) **Agreement for the TIGER Designer.**
- 6) Contractor Name **Civil Science**
- 7) Effective Dates Beginning: **05/09/18** Ending: **12/31/21**
- 8) Option to renew? Yes No Renewal terms

N/A

FINANCIAL SECTION

- 9) Contract Amount \$ **2,460,144.51** Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9a) If estimated, how was the estimate calculated?

N/A
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **40-3163.68912** Capital Project Code **MSP16318**
- 12) Budgeted? Yes No Budget amount: \$ **12,777,222.00** 2018 approved budget in IPCS for
- 13) Will this contract require support from another department? Yes No the entire TIGER project now
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No

SIGNATURE SECTION

- 15) Legal Counsel has determined this contract requires a signature from the Executive Director. Yes
- 16) If box 2a or 2c is checked has the Qualified Health Insurance Certificate been verified? Yes No
- 17) The attached contract has been reviewed and is approved as to form.

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<div style="border: 1px solid black; padding: 2px;">BWS</div>	<u>Bart Simmons</u> Print Name
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<div style="border: 1px solid black; padding: 2px;">✓</div>	<u>Bryan Steele</u> Print Name
18) Approval Signatures:			
Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;">RM</div>	<u>Richard Miller</u> Print Name
Director, Sr. Manager, SGM, RGM, or Chief/VP (Required up to \$50,000)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;">GT</div>	<u>Grey Turner</u> / <u>Mary DiLuotto</u> Print Name
Chief/VP (Required up to \$100,000)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;"></div>	_____ Print Name
Executive Director (Required over \$100,000)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;"></div>	<u>Steve Meyer</u> Print Name
Board Approval (Required over \$200,000)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;"></div>	_____ Print Name

PROFESSIONAL SERVICES AGREEMENT
TIGER Grant First/Last Mile Connections Design

This Professional Services Agreement is entered into and made effective as of the ___ day of _____, 2018 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and CIVIL SCIENCE, INC., a Utah Corporation (“Consultant”) (UTA and the Consultant are collectively referred to herein as the “Parties” or individually as a “Party”).

RECITALS

A. UTA desires to engage professional services for the design of civil works components of UTA’s TIGER Grant First/Last Mile Connections Program (the “Program”). The scope of work hereunder is more fully described in the attached Exhibit “A”, Scope of Services.

B. On February 13, 2018, UTA issued Request for Qualifications Number 18-2399TP (the “RFQ”) requesting interested parties to submit a Statement of Qualifications (“SOQ”) to perform the services described in the RFQ.

C. Upon evaluation of the SOQs 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 Exhibit “A”, 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/Design Manager” shall mean Andy Kitchen.

- 1.4 The term “Consultant’s SOQ” shall mean the SOQ submitted by Consultant in response to RFQ No. 18-2399TP.
- 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 Richard Miller, or his 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 at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work, Consultant shall comply with all work site rules including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0

Day-to-Day Management of the Work

- 3.1 Consultant’s Project Manager/Design 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 guaranteed 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, nor shall any review or approval by UTA be deemed a waiver of UTA's right to require compliance with the Contract.
- 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 until all Work is completed in accordance with this Contract, as reasonably determined by UTA. 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.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the budget and rates set forth in Exhibit B.

- 6.2 All costs contemplated to be reimbursed pursuant to Exhibit B shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E.
- 6.3 The full design budget estimate set forth in Exhibit B shall constitute a not-to-exceed amount for purposes of this Contract (the “Not to Exceed Amount”). 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), 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 containing:
 - (a) a written statement of facts constituting the basis for the Change,
 - (b) the relevant Contract provisions,

- (c) an explanation of how the direction(s), circumstance(s) or condition(s) at issue deviate from the Contract's requirements,
- (d) mitigation measures taken to date and
- (e) as applicable, a cost estimate and/or preliminary time impact analysis.

Consultant must provide such 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, including the information that Consultant is required to submit, 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 cost and schedule impacts associated with any change or alleged 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 work satisfactorily completed. Invoices shall be submitted on a monthly basis.. Invoices shall be provided in the form specified by UTA and shall itemize the invoiced work on project-by-project basis. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. 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 made to Consultant within thirty (30) calendar days of invoice submittal.
- 8.2 Any invoice or other request for payment submitted in accordance with Section 8.1 shall constitute Consultant's certification that such request is accurate and that Consultant has no reason to believe that any information contained therein is falsely represented.

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.

ARTICLE 10.0

Subcontracts

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's SOQ) 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 SOQ (or other applicable provisions of this Contract), and shall not change any of said Key Personnel without the express written consent of UTA.
- 11.2 In submitting a request to UTA to substitute Key Personnel, Consultant shall provide the name and qualifications of the proposed substitute with such request. Any proposed substitute must meet the minimum requirements for the Key Personnel position that are stated in the RFQ.

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 (subject to the limitations and exclusions set forth in Article 13.0) 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.
- 12.5 If Consultant believes that a Suspension of Work Order may interfere with the Work in a manner that jeopardizes safety, Consultant shall immediately inform UTA of the manner in which safety may be affected. In such event, Consultant shall await confirmation of the Suspension of Work Order from UTA before Consultant ceases the Work that is the subject of the notification from Consultant.

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 or any other consequential damages alleged to result from such 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 Subject to the exclusions in Sections 13.3 and 16.12, herein, 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 submit a final invoice for all services performed and expenses incurred in accordance with the terms and conditions of this Contract up to the effective date of termination. If UTA has incurred damages in connection with the cancellation of this Contract, 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 The ten (10) day notice and opportunity to cure period in Section 13.2 shall not apply if the Contractor's default is due to its failure to satisfy any requirement concerning workplace safety or environmental compliance, or if Consultant's action(s) and/or omission(s) materially jeopardize safety. Any such violation shall be considered sufficient grounds for the immediate termination for cause of this Contract by UTA.
- 13.4 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).
- 14.2 During the performance of this Contract and during the six-year period after completion of the Work, the records that Consultant is required to maintain as provided in Section 14.1 of the Contract shall be made available 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.
- 14.3 Consultant agrees that it shall flow-down (as a matter of written contract) the requirement to maintain records provided in Section 14.1 and the audit and inspection rights specified in Section 14.2 to all subcontractors utilized in the performance of the Work at any tier.

ARTICLE 15.0

Findings Confidential

- 15.1 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.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a

confidentiality obligation;

- C. Information developed by or in the custody of Consultant before entering into this Contract;
- D. Information developed by Consultant through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

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 of every kind and description, including attorneys’ fees and/or litigation expenses (hereinafter collectively “Claims”), brought or made against or incurred by any of the Indemnitees 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 shall procure and maintain until all of its 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, its agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.
- 16.3 Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
- 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. Policy should include bodily injury, property damage and broad form contractual liability coverage. Limits of liability shall not be less than as follows:

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

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

- B. Professional Liability (Errors & Omissions) insurance, which policy shall cover professional misconduct or lack of ordinary skill with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

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

- C. Automobile insurance covering bodily injury and property damage for any owned, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant including automobiles owned, leased, hired or borrowed by the Consultant."

- 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 no less than as follows:

- Each Accident: \$100,000
- Disease – Each Employee: \$100,000
- Disease – Policy Limit: \$500,000

The policy shall contain a waiver of subrogation against UTA. This requirement shall not apply when a consultant or subcontractor is exempt under UCA, AND when such consultant or subcontractor executes the appropriate waiver form.

- 16.4 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after 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.
- 16.5 Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to UTA at the notice address contained in this Contract.
- 16.6 Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. UTA is no way warrants that the above-required minimum insurance rating is sufficient to protect the Consultant from potential insurer insolvency.
- 16.7 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 for Consultant the insurance coverage and endorsements required herein.
- 16.8 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 Contract, or in accordance with any longer term specified herein. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be sent directly to UTA at the notice address provided herein. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. UTA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- 16.9 Consultant's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Consultant, however, subcontractors' limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit

Authority must be scheduled as an additional insured on any subcontractor policies.

- 16.10 Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 16.11 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. The foregoing shall not preclude UTA from obtaining any insurance it may deem appropriate.
- 16.12 The ten (10) day period for notice and opportunity to cure provided in Section 13.2 shall not apply to the requirements of this Article 16.0. Consultant's failure, or that of any of Consultant's subcontractors, to maintain the insurance required by this Contract, or to furnish proof of such coverage on demand by UTA, shall be considered sufficient grounds for the immediate termination for cause of this Contract by UTA.

ARTICLE 17.0
Other Indemnities

- 17.1 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 infringement or allegations of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, including the delivery and implementation of Consultant's services pursuant to 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.
- 17.2 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 18.0
Independent Contractor

18.1 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 of its employees' benefits.

ARTICLE 19.0
Prohibited Interest

19.1 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 20.0
Dispute Resolution

20.1 The Parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No Party may bring a lawsuit to enforce any term of this Contract without first having exhausted the process set forth in this Article 20.0.

20.2 A disputed issue shall not be considered ripe, nor shall UTA have any obligation to participate in the Dispute Resolution proceedings herein until such time as Consultant has supplied to UTA all of the information required to be submitted by Section 7.3 and UTA has had a reasonable time to review such information.

20.3 The time schedule for escalation of disputes, including disputed requests for a Change Order, shall be as follows:

Level of Authority	Time Periods
1. UTA's Project Manager/Consultant's Project Manager/Design Manager	Ten business days after receipt by UTA of information required by Section 7.3
1. UTA's Second Level/Consultant's Second Level	Five business days after Level 1
2. UTA's Third Level/Consultant's Third Level	Five business days after Level 2

The Parties may, upon mutual agreement, extend or shorten any time period specified in this Section 20.3.

20.4 Unless otherwise directed by UTA's Project Manager, Consultant shall diligently

continue performance under this Contract while matters in dispute are pending.

- 20.5 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either Party may commence litigation in accordance with the venue and law provisions of this Contract; provided, however, that the Party seeking to commence litigation has provided the information required to be submitted by Section 7.3. If mutually agreed, the Parties may also submit the dispute to arbitration or mediation, with the cost of such proceedings to be borne equally by the Parties.

ARTICLE 21
Successors and Assignees

- 21.1 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 22.0
Nonwaiver

- 22.1 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 for the breach in question or in the event of any subsequent breaches by the other Party.

ARTICLE 23.0
Notices or Demands

- 23.1 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: Tereasa 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 Consultant:
Civil Science
ATTN: Andy Kitchen
3160 W Clubhouse Drive
Lehi, UT 84043

- 23.2 Any such notice shall be deemed to have been given, and shall be effective, on receipt in hand at 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 the

other Party.

- 23.3 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.

ARTICLE 24.0
Contract Administrator

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

ARTICLE 25.0
General Provisions

- 25.1 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.
- 25.2 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.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The Parties enter into this Contract for the sole benefit of the Parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 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.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each Party.
- 25.8 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 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.

- 25.9 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.

ARTICLE 26.0

Incorporated Documents

- 26.1 UTA's RFQ No. 18-2399TP, including all federal clauses and other attachments, and Consultant's SOQ in response to the RFQ (including all federal and other certifications made in or pursuant to the SOQ), 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 27.0

Insurance Coverage Requirements for Consultant Employees

- 27.1 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 _____

W. Steve Meyer
Interim Director

By _____

Mary De Loretto
Acting VP of OCA

CIVIL SCIENCE, INC.:

By Kyle J. Comer

Name Kyle J. Comer

Title President

By _____

Name _____

Title _____

Fed ID# 87-0673476

Approved as to Form

UTA Legal Counsel

UTA Project Code – 18-2399TP

Exhibit A - Scope of Services

UTA TIGER Grant Civil Science Contract Assumptions and Scope of Work

General Assumptions

1. All project documents will be stored on UDOT's ProjectWise system.
2. The following project types are not included in CS's scope – Bike Parking, Bike Repair Stands, Bus Shelters, and Wayfindings. Design on these projects will be performed by others.
3. UTA will provide the information used by the Local Partners to develop the Concept Reports.
4. Plans will be developed in Microstation or AutoCAD format depending on the project needs (see Scope of Services for project by project details).
5. In general, design services are limited to providing the contractor with what is needed for construction. Information not relevant to construction (i.e. Record Document data) will typically not be included.
6. The structure designs (overhead pedestrian bridges, box culverts, retaining walls, and miscellaneous drainage structures) will be reviewed by UTA. UDOT may supplement these reviews, but the designs will not go through the UDOT Structures design approval process.
7. Design services for removing or mitigating hazardous materials is not included. Should design services for removing or mitigating hazardous materials be requested, these are grounds for contract modifications.
8. The Right-Of-Way for each project has been previously acquired. The available ROW (and amount obtained, if applicable) is sufficient to deliver each project.
9. Utility agreement coordination will be performed by UTA.
10. CS will coordinate traffic impacts during construction with the Contractor. The Contractor is ultimately responsible for Staging Plans, MOT plans, TC plans, access plans for businesses and residences, temporary signage plans, and truck routing plans, as needed.
11. All environmental clearances and commitments and the associated documents are complete. CS will not be required to perform any environmental services, including work related to possible soil contamination.
12. CS will provide estimated quantities to the Contractor and UTA Independent Cost Estimator. These are estimates based on the available information and design progression. Actual quantities used in the field are not the responsibility of CS.
13. CS will provide the Contractor with a survey control process document indicating survey methods, coordinate systems, and procedures used during design. Survey control in the field and construction staking will be provided by others.
14. Digital design files (CAD, surface, digital terrain files) can be provided to the Contractor to assist in construction. CS is not responsible for the use/reuse of this digital data. Differences may exist between digital files and hard copy deliverable documents. Hard document deliverable files govern.
15. As-built drawings will be assembled at the end of construction and will include the information provided by the Contractor, their subcontractors, UTA, or their representatives. CS will not verify the accuracy of any of this information. CS's role will be limited to reporting the given information on the drawings. CAD files in 2D AutoCAD format will be provided to the Local Partners following completion of each project.
16. The following projects will not require design efforts or field support from Civil Science – TOCo_BKL_1, TOCo_BKL_2, OGD_BKL_4

Schedule Assumptions

1. UTA is ultimately responsible for the Program schedule. Civil Science and its teaming partners will work with the Contractor to facilitate timely project execution.
2. Design cannot proceed until given formal Notice To Proceed from UTA. UTA will not issue Notice To Proceed until the Local Partner has provided its matching funds.
3. It is anticipated that the following projects will begin design starting upon Notice To Proceed (2018 FY Program):
 - a. BOU_ADA_1, DRA_BKL_5, FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_3, FAR_SWK_4, FAR_SWK_7, FAR_CWI_6, HER_BKL_8, MID_CWI_1, OGD_BKL_4, SOJ_BKL_2, SOJ_BKL_4, SOJ_BKL_5, SOJ_BKL_6, SOJ_BKL_7, SSL_MUP_2, SUCo_BKS_1
 - b. The designs of these projects are assumed to be required for completion December 31, 2018.
4. It is anticipated that the following projects will begin design starting July 1, 2018 (2019 FY Program):
 - a. LEH_OP_1, OGD_BKL_1, SLC_BKS_1, SLC_MUP_1, SAN_MUP_1
 - b. The designs of these projects are assumed to be required for completion June 30, 2019.
5. It is anticipated that the following projects will begin design starting July 1, 2019 (2020 FY Program):
 - a. MIL_SWK_1, PRO_OP_1, SLC_OP_1, WEJ_RRX_2
 - b. The designs of these projects are assumed to be required for completion June 30, 2020.
6. It is anticipated that the following projects will begin design starting July 1, 2020 (2021 FY Program):
 - a. WVC_BKL_5
 - b. The designs of these projects are assumed to be required for completion June 30, 2021.
7. The preceding projects and corresponding start and dates are based on the current information available and are subject to change. Such changes will be discussed with UTA to determine if contract modifications are necessary.

Project/Task Specific Assumptions and Scope of Work

General Programmatic Tasks

Development of standard processes and documents includes the following:

- Standard bid items/M&P document – coordinated with Contractor
- Design QC/QA Plan
- Survey control document
- Standard program documents preparation (review process forms, QC process, reporting, field visit document, etc)
- Projectwise coordination

BOU_ADA_1

1. Administration:
 - a. 2-week field support schedule
 - b. Field Support

- c. One Local Partner Kick-Off Meeting (Design Manager) – Concept exhibits
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. No additional public involvement assumed in this scope of work
 - h. Assume one trip to Local Partner Office (2 hour round trip)
2. Quality Control Program:
 - a. No QC assumed for this project, except for documents provided for field support
3. Survey and Mapping:
 - a. Topography collection for 3 pedestrian ramps needing additional design review
4. Develop Plans:
 - a. No plan development assumed for design in this scope of work
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Bid items coordination with Contractor
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. Design for 3 pedestrian ramps requiring additional design review
 - b. Provide design exhibit for each ramp with proposed grades, slopes, and improvements
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage assumed for design in this scope of work
12. Utilities:
 - a. No utility work assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. No reviews assumed for design in this scope of work
17. Construction Drawings & Specs:
 - a. No drawings assumed for design in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, one modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. NO VE/Cost Savings assumed for this scope of work
19. Quantities:
 - a. Provide final quantities support to Contractor, UTA

20. Design Services During Construction:
 - a. Provide design technician in field to coordinate design for each ped ramp, provide support as needed:
 - i. Utilize ped ramp standards
 - ii. Complete field visit documentation form
 - iii. Complete technical infeasibility form as needed
 - iv. Assume design review of 10 ramps/day
 - b. Assume no RFIs
 - c. Assume no submittal reviews
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline of provided concept and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

DRA_BKL_5

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager) – Combined with 30% Design Review
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with FAR_SWK_4
 - h. Assume one trip to Local Partner Office (0.5-hour round trip)
2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
4. Develop Plans:
 - a. Site visit, photos
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager) – combined with other projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (40-scale, 3 sheets)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes sheets
 - i. Update plan sheets, key map
 - j. Typical section detail sheet
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated

5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage assumed for design in this scope of work
12. Utilities:
 - a. No utility work assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and coordination – combined with Kick-off Meeting (Design Mgr)
 - b. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes
 - ii. Finalize detail sheet – 1 sheet
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work

- c. Contractor coordination at 30% - material exchanges, constructability modifications
- 19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_ADA_1

- 1. Administration:
 - a. 2-week field support schedule
 - b. Field Support
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with other Farmington projects
 - h. Assume one trip to Local Partner Office (2 hour round trip)
- 2. Quality Control Program:
 - a. No QC assumed for this project, except for documents provided for field support
- 3. Survey and Mapping:
 - a. Topography collection for 1 pedestrian ramp needing additional design review
- 4. Develop Plans:
 - a. No plan development assumed for design in this scope of work
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. Design for 1 pedestrian ramp requiring additional design review
 - b. Provide design exhibit for ramp with proposed grades, slopes, and improvements

10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage assumed for design in this scope of work
12. Utilities:
 - a. No utility work assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. No reviews assumed for design in this scope of work
17. Construction Drawings & Specs:
 - a. No drawings assumed for design in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, one modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. NO VE/Cost Savings assumed for this scope of work
19. Quantities:
 - a. Provide final quantities support to Contractor, UTA
20. Design Services During Construction:
 - a. Provide design technician in field to coordinate design for each ped ramp, provide support as needed:
 - i. Utilize ped ramp standards
 - ii. Complete field visit documentation form
 - iii. Complete technical infeasibility form as needed
 - b. Assume no RFIs
 - c. Assume no submittal reviews
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline of provided concept and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_BKL_1

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination

- g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with FAR_SWK_4
 - h. Assume one trip to Local Partner Office (2 hour round trip)
- 2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
- 3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
- 4. Develop Plans:
 - a. Site visit, photos – combined with other Farmington projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend) – combined with other Farmington projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (40-scale, 3 sheets)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes, survey control sheets – combined with all Farmington projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations

15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control (common for all Farmington projects)
 - ii. Finalize detail sheet – 1 sheet
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_CWI_1

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination

- g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with other Farmington projects
 - h. Assume one trip to Local Partner Office (2 hour round trip)
- 2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
- 3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
- 4. Develop Plans:
 - a. Site visit, photos – combined with other Farmington projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend) – combined with other Farmington projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (40-scale, 1 sheet)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes, survey control sheets – combined with all Farmington projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. Two pedestrian ramps will be re-graded as part of the design
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations

15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control (common for all Farmington projects)
 - ii. Finalize detail sheet – 1 sheet
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, one modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 1
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_CWI_3

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination

- g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with other Farmington projects
 - h. Assume one trip to Local Partner Office (2 hour round trip)
- 2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
- 3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
- 4. Develop Plans:
 - a. Site visit, photos – combined with other Farmington projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend) – combined with other Farmington projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (40-scale, 1 sheet)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes, survey control sheets – combined with all Farmington projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. Two pedestrian ramps will be re-graded as part of the design
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor

14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control (common for all Farmington projects)
 - ii. Finalize detail sheet – 1 sheet
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, one modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 1
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_SWK_4

1. Administration:
 - a. 12-week design schedule
 - b. Expedited Design for Sidewalk Extension to State Street (from 350 South (Smoot Drive))
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. 0.5-hr/wk management of design effort

- e. Monthly schedule updates
 - f. 0.25-hr/wk Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house (combined with other Farmington projects)
 - i. Assume two trips to Local Partner Office (2 hour round trip)
 - j. Assume one trip to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
 3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
 4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend) – combined for all Farmington projects
 - d. Concept preparation – typical section concept, horizontal layout of project extents, property access/driveway locations, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of sidewalk, driveway tie-ins, plan sheets preparation (40-scale, 2 sheets, double panel)
 - f. Address 30% comments
 - g. Finalize horizontal sidewalk design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan sheets, key map
 - j. Typical section detail sheet
 - k. No drainage facilities assumed
 - l. Finalize 60% plan set, submit for review
 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
 6. Permits:
 - a. No permitting assumed for design in this scope of work
 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Bid items coordination with Contractor
 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (100%)

- c. Driveway design tie-ins – 18
- 10. Structural Design:
 - a. Back of sidewalk retaining wall design – assume retained height does not exceed 3’ – assume no structural calculations required
- 11. Drainage:
 - a. No drainage analysis assumed in this scope of work
- 12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. Finalize utility company relocation designs coordination (design provided by companies), hand off to Contractor
 - d. Assume no relocation of power poles – sidewalk design around poles
 - e. Assume 1 site meeting with utility companies – 1 trip (combined with other Farmington projects)
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 2 sheets
 - iii. Finalize plan sheets
 - iv. Erosion control plan – 1 sheet
 - v. Demo and Removal – combined with other sheets
 - b. No drainage facilities anticipated in this scope of work
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide one modified and special provision
- 18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
- 19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 100% quantities update
 - d. RFC – final quantities delivery to Contractor, UTA

- e. Verify quantities from CRS's completed design from Glovers Lane to 350 South
- 20. Design Services During Construction:
 - a. Collate CRS design plans and specifications – from Glovers Lane to 350 South
 - b. Field visit during construction, and documentation report – assume 1
 - c. Address RFIs – assume 1
 - d. Submittal reviews – assume 2
 - e. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_SWK_7

1. Administration:
 - a. 2-week preconstruction support schedule
 - b. Field Support
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. 0.25-hr/wk management of field support effort
 - e. One schedule update
 - f. 4-hr Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house (combined with other Farmington projects)
 - i. Trips to Local Partner Office (2 hour round trip) bundled with other Farmington projects
2. Quality Control Program:
 - a. Formal QC review of completed construction package components only (not for design/production of plans or specifications)
3. Survey and Mapping:
 - a. No survey/mapping assumed in this scope of work
4. Develop Plans:
 - a. No design assumed in this scope of work
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. No design criteria tasks assumed in this scope of work
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage assumed for design in this scope of work

12. Utilities:
 - a. No utilities/coordination assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. No MOT assumed in this scope of work
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscaping assumed for design in this scope of work
 - b. No lighting assumed for design in this scope of work
16. Design and Constructability Review:
 - a. No reviews assumed for design in this scope of work
17. Construction Drawings & Specs:
 - a. Collate CRS completed design plans (assume CRS stamped and signed)
 - b. Receive and collate CRS completed project specifications
18. VE/Cost Savings Measures:
 - a. No VE/Cost Savings tasks assumed in this scope of work
19. Quantities:
 - a. Verify quantity takeoffs from CRS, as provided in CAD files and plan set
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. Address RFIs – assume 2
 - c. Submittal reviews – assume 3
 - d. Formal plan set design change – assume coordination of 2, completed by CRS
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

HER_BKL_8

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager) – Combined with South Jordan City Kick-off Meeting – utilize available concept plan
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house
 - h. Assume one trip to Local Partner Office (0.5-hour round trip)
2. Quality Control Program:
 - a. Formal QC review of completed design package (including SOJ_BKL_7)
 - b. One formal QA review of project
3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work

4. Develop Plans:
 - a. Site visit, photos – in conjunction with South Jordan projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager) – combined with other projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (100-scale, 5 sheets) – combined with SOJ_BKL_7
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes sheets – combine with South Jordan projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet – intersection striping detail sheets as necessary
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage assumed for design in this scope of work
12. Utilities:
 - a. No utility work assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and coordination – combined with Kick-off Meeting (Design Mgr)
 - b. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)

17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set (combine with South Jordan projects):
 - i. Update cover, notes
 - ii. Finalize detail sheets – 3 sheets – intersection striping
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SOJ_BKL_2

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. Includes striping required for SOJ_BKL_4 and SOJ_BKL_5
 - d. One Local Partner Kick-Off Meeting (Design Manager) – Combined with South Jordan City Kick-off Meetings – utilize available concept plan
 - e. Monthly schedule update
 - f. 0.5-hr Contractor coordination
 - g. 0.5-hr UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house
 - i. Assume one trip to Local Partner Office (0.5-hour round trip)
2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery

- b. No other right of way analysis, survey, or topography is anticipated for this scope of work
- 4. Develop Plans:
 - a. Site visit, photos – in conjunction with South Jordan projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager) – combined with other projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (100-scale, 8 sheets)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes sheets – combine with South Jordan projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet – intersection striping detail sheets as necessary
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other South Jordan projects):
 - a. 30% Design Review Meeting – preparation and coordination – combined with Kick-off Meeting (Design Mgr)
 - b. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr)

- c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set (combine with South Jordan projects):
 - i. Update cover, notes
 - ii. Finalize detail sheets – 3 sheets – intersection striping
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
- 18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
- 19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SOJ_BKL_4

- 1. See SOJ_BKL_2

SOJ_BKL_5

- 1. See SOJ_BKL_2

SOJ_BKL_6

- 1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager) – Combined with South Jordan City Kick-off Meetings – utilize available concept plan
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination

- g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house
 - h. Assume one trip to Local Partner Office (0.5-hour round trip)
- 2. Quality Control Program:
 - a. Formal QC review of completed design package
 - b. One formal QA review of project
- 3. Survey and Mapping:
 - a. Obtain and process aerial imagery for project scope of work – assume accessibility to UTA aerial imagery
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
- 4. Develop Plans:
 - a. Site visit, photos – in conjunction with South Jordan projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager) – combined with other projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (100-scale, 7 sheets)
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes sheets – combine with South Jordan projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet – intersection striping detail sheets as necessary
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor

14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review (combined with other South Jordan projects):
 - a. 30% Design Review Meeting – preparation and coordination – combined with Kick-off Meeting (Design Mgr)
 - b. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set (combine with South Jordan projects):
 - i. Update cover, notes
 - ii. Finalize detail sheets – 3 sheets – intersection striping
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SOJ_BKL_7

1. Administration:
 - a. 4-week design schedule
 - b. Expedited Design
 - c. One Local Partner Kick-Off Meeting (Design Manager) – Combined with Herriman City Kick-off Meeting – utilize available concept plan
 - d. Monthly schedule update

- e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house
 - h. Assume one trip to Local Partner Office (0.5-hour round trip)
2. Quality Control Program:
 - a. Formal QC review of completed design package (including HER_BKL_8)
 - b. One formal QA review of project
 3. Survey and Mapping:
 - a. Imagery work included in HER_BKL_8
 - b. No other right of way analysis, survey, or topography is anticipated for this scope of work
 4. Develop Plans:
 - a. Site visit, photos – in conjunction with Herriman project, other South Jordan projects
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager) – combined with other projects
 - d. Concept preparation – utilize current concept drawings
 - e. 30% Design – layout of striping, plan sheets preparation (100-scale, 5 sheets) – combined with HER_BKL_8
 - f. Address 30% comments
 - g. Finalize striping and signing design
 - h. Prepare cover, notes sheets – combine with South Jordan projects
 - i. Update plan sheets, key map
 - j. Typical section detail sheet – intersection striping detail sheets as necessary
 - k. No drainage facilities, sidewalk, curb and gutter, etc anticipated
 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
 6. Permits:
 - a. No permitting assumed for design in this scope of work
 7. Design Criteria:
 - a. Included in HER_BKL_8
 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
 9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
 10. Structural Design:
 - a. No structural assumed for design in this scope of work
 11. Drainage:
 - a. No drainage assumed for design in this scope of work
 12. Utilities:
 - a. No utility work assumed for design in this scope of work
 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work

- b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other South Jordan projects):
 - a. 30% Design Review Meeting – preparation and coordination – combined with Kick-off Meeting (Design Mgr)
 - b. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set (combine with Herriman/South Jordan projects):
 - i. Update cover, notes
 - ii. Finalize detail sheets – 3 sheets – intersection striping
 - iii. Finalize signing and striping sheets
 - iv. Erosion control plans – not anticipated in this scope of work
 - v. Demo and Removal – not anticipated in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, no modified and/or special provisions anticipated
- 18. VE/Cost Savings Measures:
 - a. Included in HER_BKL_8
- 19. Quantities:
 - a. Concept/30% level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. No field visit during construction anticipated
 - b. No RFIs anticipated
 - c. No submittal reviews anticipated
 - d. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SSL_MUP_2

- 1. Administration:
 - a. 12-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 1-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.5-hr/wk Contractor coordination
 - g. 0.5-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume two trips to Local Partner Office (1.25 hour round trip)
 - j. Assume one trip to UTA Office associated with project

2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, drainage facilities, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, multi-use path layout, intersection tie-ins, plan and profile sheets preparation (40-scale, 2 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal path design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Typical sections detail sheet
 - k. Develop draining facilities – open channels, area drains as needed – this scope assumes that storm drain facilities will not be needed
 - l. Finalize 60% plan set, submit for review
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. No pavement analysis assumed for design in this scope of work
 - b. Utilize local partner provided pavement section
9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. Simple area hydrology analysis

- b. Identification of proposed outfall
 - c. Prepare drainage memo documenting drainage paths
 - d. Final design swale capacity analysis as required (60% - 100% design)
12. Utilities:
- a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume one company)
 - d. Coordinate utility company relocation design (design provided by company)
 - e. Assume no Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume no site meetings with utility companies needed
13. Staging Plans & MOT:
- a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
- a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
- a. Concept landscape ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation plans, including specifications (FFKR)
 - d. Lighting design – City provided street light spec, spacing, circuit design and power utility coordination – assume no luminance analysis in this scope of work
16. Design and Constructability Review:
- a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
- a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 3 sheets
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plan – 1 sheet
 - v. Demo and Removal – combined with other sheets
 - b. Assume no required storm drain networks
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide two modified and special provisions
18. VE/Cost Savings Measures:
- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications

19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 2
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SUCo_BKS_1

1. Administration:
 - a. 2-week preconstruction support schedule
 - b. Field Support
 - c. One Local Partner Kick-Off Meeting (Design Manager Attend)
 - d. 0.5-hr/wk management of field support effort
 - e. No schedule update needs
 - f. 4-hr Contractor coordination
 - g. Assume no public communications needs for this scope of work
 - h. Assume one trip to Local Partner Office (3 hour round trip)
2. Quality Control Program:
 - a. Formal QC review of completed construction package components only (not for design/production of plans or specifications)
 - b. Formal QC reviews of pad design and site layout at RFC
 - c. One formal QA review of project
3. Survey and Mapping:
 - a. No survey/mapping assumed in this scope of work
4. Develop Plans:
 - a. No design assumed in this scope of work
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. No design criteria tasks assumed in this scope of work
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
10. Structural Design:
 - a. Preparation of pad site layout using aerial imagery – 2 pads

- b. Utilize assumed soil bearing values
 - c. Select appropriate specifications for concrete, subgrade material, etc
 - d. Prepare pad design – 2 pads
11. Drainage:
 - a. No drainage assumed for design in this scope of work
 12. Utilities:
 - a. No utilities/coordination assumed for design in this scope of work
 13. Staging Plans & MOT:
 - a. No MOT assumed in this scope of work
 14. Environmental Commitments:
 - a. No environmental commitments review assumed in this scope of work
 15. Landscaping & Irrigation:
 - a. No landscaping assumed for design in this scope of work
 16. Design and Constructability Review:
 - a. No reviews assumed for design in this scope of work
 17. Construction Drawings & Specs:
 - a. No construction drawings and specifications assumed for this scope of work
 18. VE/Cost Savings Measures:
 - a. No VE/Cost Savings tasks assumed in this scope of work
 19. Quantities:
 - a. Provide quantities for pad work
 20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. No RFIs assumed
 - c. Submittal reviews – assume 1
 - d. No formal design changes assumed during construction
 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

MID_CWI_1

1. Administration:
 - a. 12-week design schedule
 - b. Expedited Design for Pedestrian Crossing and HAWK signal
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 0.5-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.25-hr/wk Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house
 - i. Assume one trip to UTA Office associated with project
 - j. Assume one trip to Local Partner Office (2 hour round trip)
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 100%, RFC
 - b. Formal QA reviews of each milestone

- c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor combined with other projects
 - d. Concept preparation – horizontal layout of project extents, signal and striping configurations, RR modifications, Kick-off meeting exhibit preparation
 - e. 30% Design – horizontal layout of signal and striping improvements, curb and gutter/ped ramp modifications, plan sheets preparation (40-scale, 2 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal layout
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan sheets
 - j. Signal and RR modifications detail sheets
 - k. Drainage facility improvements not anticipated
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (100%)
 - c. Minor modifications to pedestrian ramps and curbing as required
10. Structural Design:
 - a. No structural assumed for design in this scope of work
11. Drainage:
 - a. No drainage analysis assumed in this scope of work
12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts) – signal tie-in, etc

- c. Finalize utility company relocation designs coordination (design provided by companies), hand off to Contractor
 - d. Assume 1 site meeting with utility companies – 1 trip
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
 - b. Assumes no additional environmental inventory related to new crossing locations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr and Design Lead)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr and Design Lead)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 3 sheets
 - iii. Finalize plan sheets
 - iv. Erosion control plan – combined with other sheets
 - v. Demo and Removal – combined with other sheets
 - b. No drainage facilities anticipated in this scope of work
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide two modified and special provision
- 18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
- 19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 100% quantities update
 - d. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. Address RFIs – assume 2
 - c. Submittal reviews – assume 3
 - d. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_SWK_3

1. Administration:
 - a. 12-week design schedule
 - b. Expedited Design for curb & gutter, sidewalk along 200 West/Frontage Road
 - c. One Local Partner Kick-Off Meeting combined with FAR_SWK_4
 - d. 0.5-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.25-hr/wk Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with FAR_SWK_4
 - i. Assume one trip to Local Partner Office (2 hour round trip)
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – trip combined with FAR_SWK_4
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor combined with FAR_SWK_4
 - d. Concept preparation – typical section concept, horizontal layout of project extents, property access/driveway locations, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of sidewalk, curb and gutter, driveway tie-ins, plan & profile sheets preparation (40-scale, 3 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal curb and gutter, sidewalk design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan & profile sheets, key map
 - j. Typical section detail sheet
 - k. Assume surface flow of storm water in curb and gutter to existing inlets downstream – No drainage facilities assumed
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
 - b. Assume no permitting through UDOT
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project

- b. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (100%)
 - c. Driveway design tie-ins – 4
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
 - b. Minor back of walk retaining may be required at the corner of the Frontage Road and Glovers Lane – assume retaining is less than 3’ in height and does not require analysis
- 11. Drainage:
 - a. No drainage analysis assumed in this scope of work
 - b. Assume surface flow of storm water in curb and gutter to existing inlets downstream – No drainage facilities assumed
- 12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. Finalize utility company relocation designs coordination (design provided by companies), hand off to Contractor
 - d. Assume 1 site meeting with utility companies – 1 trip (combined with other Farmington projects)
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other Farmington projects):
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 2 sheets
 - iii. Finalize plan sheets
 - iv. Erosion control plan – 1 sheet
 - v. Demo and Removal – combined with other sheets
 - b. No drainage facilities anticipated in this scope of work
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide one modified and special provision
- 18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner

- b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30% - material exchanges, constructability modifications
19. Quantities:
- a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 100% quantities update
 - d. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
- a. Field visit during construction, and documentation report – assume 1 (combined with other Farmington projects)
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 2
 - d. Assume no formal plan set design changes
21. As-built Drawings:
- a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

OGD_BKL_1

1. Administration:
 - a. 28-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 1-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.5-hr/wk Contractor coordination
 - g. 0.5-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume two trips to Local Partner Office (2 hour round trip)
 - j. Assume one trip to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip

- b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – utilize concept provided, update with new topography, typical section concept, horizontal layout of project extents, striping, SD facilities, property access locations, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of striping, curb and gutter, sidewalk, intersection tie-ins, pavement and overlay extents, plan and profile sheets preparation (40-scale, 4 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal roadway design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Signing and striping sheets (40-scale, 4 sheets)
 - k. Typical sections detail sheets
 - l. Develop storm drain pipe networks
 - m. Finalize 60% plan set, submit for review
 - n. Review and include pavement overlay if practical
5. Right-of-way:
- a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
- a. No permitting assumed for design in this scope of work
7. Design Criteria:
- a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
- a. Coordination with Geotechnical Engineer – Pavement Analysis & Design
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - c. Pavement analysis & design includes existing asphalt coring (3) and (3) 10' borings
9. Earthwork and Grading:
- a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Intersections/access vertical design – 6
10. Structural Design:
- a. No structural assumed for design in this scope of work
11. Drainage:
- a. Roadway hydrology analysis
 - b. Identification of proposed outfalls
 - c. Preliminary storm drain analysis
 - d. Prepare preliminary drainage memo
 - e. Update roadway hydrology and storm drain analysis (60% - 100% design)
 - f. Prepare final drainage memo
 - g. Assume modifications to existing storm drain system related to inlet location and elevations, possible additional inlet lateral tie-ins, no modifications to the existing storm drain trunk lines

12. Utilities:

- a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
- b. Initial utility company coordination efforts (30% design impacts)
- c. 60% utility company coordination – design impacts (assume two companies)
- d. Coordinate utility company relocation designs (design provided by companies)
- e. Identify Contractor pothole needs
- f. Finalize utility company relocation design coordination, hand off to Contractor
- g. Assume 2 site meetings with utility companies – 2 trips
- h. Initial sewer and water existing facility evaluation with Contractor, City – possible contract with City (separate from this contract) for proposed sewer and water replacement facilities

13. Staging Plans & MOT:

- a. Construction traffic impact analysis at 30% design
- b. Traffic control plan coordination with Contractor at 100% plan completion – provide two plan sheets incorporating plan and referencing standard traffic control standards

14. Environmental Commitments:

- a. Review and documentation of commitments, identification of design limitations

15. Landscaping & Irrigation:

- a. Concept landscape ideas – 30% design (FFKR)
- b. Preparation of landscape and irrigation plan at 60% design (FFKR)
- c. Preparation of streetscape plan at 60% design (FFKR)
- d. Finalize landscape/irrigation and streetscape plans, including specifications (FFKR)
- e. Lighting design – City provided street light spec, spacing, circuit design and power utility coordination – assume no luminance analysis in this scope of work

16. Design and Constructability Review:

- a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
- b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
- c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
- d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)

17. Construction Drawings & Specs:

- a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 7 sheets
 - iii. Finalize plan and profile sheets, signing and striping sheets
 - iv. Erosion control plans – 2 sheets
 - v. Demo and Removal – 2 sheets
- b. Finalize storm drain pipe networks
- c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide six modified and special provisions

18. VE/Cost Savings Measures:

- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
- b. Review material needs at 30%, 60% – identify any long-lead items – assume none in this scope of work
- c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications

- d. Address overlay, raised cross walk
- 19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 5
 - d. Formal plan set design change – assume 2
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SAN_MUP_1

- 1. Administration:
 - a. 16-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 3-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 3.5-hr/wk Contractor coordination, coordinate exposure of existing pedestrian underpass top of box
 - g. 1-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume six trips to Local Partner Office (0.75 hour round trip) – coordinate with City, property owner, and developer/developer’s engineer
 - j. Assume two trips to UTA Office associated with project
- 2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
- 3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
- 4. Develop Plans:
 - a. Site visit, photos – one trip

- b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical sections concept for path, 102nd South and Beetdigger Blvd, horizontal layout of project extents, striping and signing, SD facilities, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of 102nd South, Beetdigger Blvd, path, striping, curb and gutter, sidewalk, intersection tie-in, canal structure, pedestrian underpass structure, plan and profile sheets preparation (40-scale, 5 sheets); box culvert situation and layout drawings (4 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal roadway and path design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Typical sections detail sheets
 - k. Develop storm drain pipe networks
 - l. Finalize 60% plan set, submit for review
5. Right-of-way:
- a. Reserved only for potential ROW action – none assumed in this scope of work
 - b. Assume right of way plat for 102nd South and Beetdigger, along with property donated by landowner, has been completed by others, or will be completed by others utilizing the design line work prepared in this scope of work
6. Permits:
- a. This scope of work assumes that Sandy City will procure permits from the irrigation company, Salt Lake County Flood Control, and Nationwide Permit (Section 404 Permit)
 - b. Time has been provided in this task to coordinate commitments and design restrictions related to the obtained permits
7. Design Criteria:
- a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
- a. Coordination with Geotechnical Engineer – Pedestrian underpass structure design, retaining wall design (Beetdigger Blvd adjacent to canal)
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - i. 1 boring assumed
9. Earthwork and Grading:
- a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Intersections/access vertical design – 1
10. Structural Design:
- a. Develop geometric and design criteria for MSE wall between the canal and Beetdigger road.
 - b. Determine preferred box culvert type and layout, includes documentation memo. Consider cast-in-place and precast.
 - c. Develop geometric and design criteria for precast box culvert (assumed type) that carries 10200 South over the canal.

- d. Design cast-in-place box culvert (assumed type) for extension of box culvert under TRAX.
11. Drainage:
- a. Roadway, pedestrian underpass hydrology analysis
 - b. Identification of proposed outfalls – assume existing tie-in is to the west at Weeping Willow Drive
 - c. Preliminary storm drain analysis
 - d. Prepare preliminary drainage memo
 - e. Update roadway/pedestrian underpass hydrology and storm drain analysis (60% - 100% design)
 - f. Prepare final drainage memo
12. Utilities:
- a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume two companies)
 - d. Coordinate utility company relocation designs (design provided by companies, with exception of Sandy City water)
 - e. Design proposed water line within roadway improvement limits – include in all design milestones
 - f. Identify Contractor pothole needs
 - g. Finalize utility company relocation design coordination, hand off to Contractor
 - h. Assume 2 site meetings with utility companies – 2 trips
13. Staging Plans & MOT:
- a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
- a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
- a. Concept landscape ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation plans, including specifications (FFKR)
 - d. Lighting design – City provided street light spec, spacing, circuit design and power utility coordination – assume no luminance analysis in this scope of work
16. Design and Constructability Review:
- a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
- a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 7 sheets
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plans – 3 sheets
 - v. Demo and Removal – 3 sheets
 - vi. Prepare structural plan sheets – 6 sheets
 - b. Finalize storm drain pipe networks

- c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide six modified and special provisions
18. VE/Cost Savings Measures:
- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items – assume canal box culvert pre-cast, steel for cast-in-place pedestrian underpass
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
- a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
- a. Field visit during construction, and documentation report – assume 4
 - b. Address RFIs – assume 6
 - c. Submittal reviews – assume 8
 - d. Formal plan set design change – assume 2
21. As-built Drawings:
- a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SLC_BKS_1

- 1. Administration:
 - a. 2-week preconstruction support schedule
 - b. Field Support
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – combined with SLC_MUP_1 or SLC_OP_1
 - d. 0.5-hr/wk management of field support effort
 - e. No schedule update needs
 - f. 4-hr Contractor coordination
 - g. Assume no public communications needs for this scope of work (bundle with SLC_MUP_1 or SLC_OP_1 if needed)
 - h. Trips to Local Partner Office (1 hour round trip) bundled with other SLC projects
- 2. Quality Control Program:
 - a. Formal QC review of completed construction package components only (not for design/production of plans or specifications)
 - b. Formal QC reviews of pad design and site layout at RFC
 - c. One formal QA review of project
- 3. Survey and Mapping:
 - a. No survey/mapping assumed in this scope of work
- 4. Develop Plans:
 - a. No design assumed in this scope of work

5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. No design criteria tasks assumed in this scope of work
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
10. Structural Design:
 - a. Preparation of pad site layout using aerial imagery – 2 pads
 - b. Utilize assumed soil bearing values
 - c. Select appropriate specifications for concrete, subgrade material, etc
 - d. Prepare pad design – 2 pads
11. Drainage:
 - a. No drainage assumed for design in this scope of work
12. Utilities:
 - a. No utilities/coordination assumed for design in this scope of work
13. Staging Plans & MOT:
 - a. No MOT assumed in this scope of work
14. Environmental Commitments:
 - a. No environmental commitments review assumed in this scope of work
15. Landscaping & Irrigation:
 - a. No landscaping assumed for design in this scope of work
16. Design and Constructability Review:
 - a. No reviews assumed for design in this scope of work
17. Construction Drawings & Specs:
 - a. No construction drawings and specifications assumed for this scope of work
18. VE/Cost Savings Measures:
 - a. No VE/Cost Savings tasks assumed in this scope of work
19. Quantities:
 - a. Provide quantities for pad work
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 2
 - b. No RFIs assumed
 - c. Submittal reviews – assume 1
 - d. No formal design changes assumed during construction
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SLC_MUP_1

1. Administration:
 - a. 16-week design schedule
 - b. Full Design Effort

- c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. Kick off meeting and associated reviews meetings will be held separate from other SLC projects because of the level of effort and complexity required
 - e. 3-hr/wk management of design effort
 - f. Monthly schedule updates
 - g. 2.5-hr/wk Contractor coordination
 - h. 0.5-hr/wk UTA, Local Partner coordination
 - i. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - j. Assume six trips to Local Partner Office (1.0 hour round trip)
 - k. Assume two trips to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
 3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
 4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review – including review of City Creek facility drawings, Jordan River Trail structure drawings
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, rail crossing improvements, drainage facilities, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of multi-use path, intersection tie-ins, crossing striping and concept signal layouts, plan and profile sheets preparation (40-scale, 13 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal path design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Intersection signing/striping and signal sheets (40-scale, 3 sheets)
 - k. Typical sections detail sheets
 - l. Develop draining facilities – open channels, area drains as needed – this scope assumes that storm drain facilities will not be needed
 - m. Finalize 60% plan set, submit for review
 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
 6. Permits:
 - a. No permitting assumed for design in this scope of work
 - b. Stream alteration permit completed by others

- c. UPRR permitting support provided (assuming Marshall Rail Services will provide permitting for UPRR)
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No pavement analysis assumed for design in this scope of work
 - b. Utilize local partner provided pavement section
- 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Intersections/access vertical design – 6
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. Simple area hydrology analyses (per block of path, split by intersections, etc)
 - b. Identification of proposed outfalls
 - c. Preliminary, localized drainage facilities analysis (area drains, swales, storm drain)
 - d. Update path hydrology and drainage facilities analysis (60% - 100% design)
 - e. Prepare final drainage memo
- 12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume one company)
 - d. Coordinate utility company relocation designs (design provided by companies)
 - e. Identify Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume 2 site meetings with utility companies – 2 trips
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. Concept landscape ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation plans, including specifications (FFKR)
 - d. Lighting design – City provided street light spec, spacing, circuit design and power utility coordination – assume no luminance analysis in this scope of work
- 16. Design and Constructability Review:
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)

17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 10 sheets
 - iii. Finalize plan and profile sheets
 - iv. Signal, Signing and striping sheets – 3 signals
 - v. Erosion control plans – 6 sheets
 - vi. Demo and Removal – 6 sheets
 - b. Finalize draining pipe networks and facilities as required
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide eight modified and special provisions
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 4
 - d. Formal plan set design change – assume 1
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

LEH_OP_1

1. Administration:
 - a. 26-week design schedule
 - b. Full Design Effort
 - c. Assume approximate 285' 2-span, seismic design, prefabricated bridge spans (truss or similar), design loads provided by fabricator, no elevator components
 - d. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - e. 2-hr/wk management of design effort
 - f. Monthly schedule updates
 - g. 2-hr/wk Contractor coordination
 - h. 2-hr/wk UTA, Local Partner coordination

- i. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - j. Assume six trips to Local Partner Office (0.25 hour round trip)
 - k. Assume two trips to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, drainage facilities, structure footprint, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout, plan and profile sheets preparation (40-scale, 3 sheets); bridge situation and layout sheets (2 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Typical sections detail sheets
 - k. Develop drainage facility design as needed
 - l. Finalize 60% plan set, submit for review
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
 - b. UPRR permitting support provided (assuming Marshall Rail Services will provide permitting for UPRR)
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
 - d. Use traditional UDOT/AASHTO design criteria for MSE wall and pedestrian bridge
8. Geotechnical:
 - a. Coordination with Geotechnical Engineer
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - i. 5 soil borings (1 at each substructure and 1 behind each abutment approx. 100')

9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
10. Structural Design:
 - a. Determine preferred bridge type and layout, includes documentation memo. Consider the following alternatives:
 - i. MSE wall wrapped, deep foundation abutments and similar deep foundations for Bent.
 - ii. Concrete ramp structures
 - iii. GRS-IBS (spread footings at abutments and bent)
 - b. Develop structural calculations and design documentation
 - c. Coordinate design with MSE and truss bridge fabricator
 - d. Integrate lighting into the structure
 - e. Assumes the design will provide information for early procurement of steel piles (if applicable), prefabricated truss span, and reinforcing steel quantity estimate.
11. Drainage:
 - a. Hydrology analysis as needed around bridge structure
 - b. Minor drainage facility analysis
 - c. Update drainage facility analysis as needed (60% - 100% design)
 - d. Prepare final drainage memo
12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume two companies)
 - d. Coordinate utility company relocation designs (design provided by companies)
 - e. Identify Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume 1 site meeting with utility companies – 1 trip
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
 - b. Develop strategy for constructing bent foundation near traffic
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. Concept landscape/aesthetic ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation/aesthetic plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation/aesthetic plans, including specifications (FFKR)
 - d. No lighting design assumed in this scope of work
16. Design and Constructability Review:
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
 - e. Does not include formal UDOT structural review process

17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 10 sheets
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plans – 2 sheets
 - v. Demo and Removal – 2 sheets
 - vi. Develop structural drawings – 13 sheets (includes reinforcing summary sheets)
 - b. Finalize drainage facility design
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide seven modified and special provisions
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - i. Includes quantities for VE and structure type selection
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 5
 - d. Formal plan set design change – assume 2
 - e. Review shop drawings – assume MSE wall and ped bridge
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

FAR_CWI_6

1. Administration:
 - a. 2-week field support schedule
 - b. Field Support
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial (from Task 4) – combined with all Farmington projects (FAR_ADA_1, FAR_BKL_1, FAR_CWI_1, FAR_CWI_3, FAR_SWK_7, FAR_CWI_6)
 - d. Monthly schedule update
 - e. 0.5-hr Contractor coordination
 - f. 0.5-hr UTA, Local Partner coordination
 - g. Provide exhibits, documents to Contractor for public involvement effort, attendance at one city council meeting/open house combined with other Farmington projects

- h. Assume one trip to Local Partner Office (2 hour round trip)
- 2. Quality Control Program:
 - a. No QC assumed for this project
- 3. Survey and Mapping:
 - a. No survey/mapping assumed for design in this scope of work
- 4. Develop Plans:
 - a. No plan development assumed for design in this scope of work
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. No earthwork and grading assumed for design in this scope of work
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage assumed for design in this scope of work
- 12. Utilities:
 - a. No utility work assumed for design in this scope of work
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review (combined with other Farmington projects):
 - a. No reviews assumed for design in this scope of work
- 17. Construction Drawings & Specs:
 - a. No drawings assumed for design in this scope of work
 - b. Prepare specifications in Word/PDF format – reference and include standard specifications, one modified and/or special provisions anticipated
- 18. VE/Cost Savings Measures:
 - a. NO VE/Cost Savings assumed for this scope of work
- 19. Quantities:
 - a. Provide final quantities support to Contractor, UTA
- 20. Design Services During Construction:
 - a. Provide design technician in field to coordinate design for each ped ramp, provide support as needed:
 - i. Utilize ped ramp standards
 - ii. Complete field visit documentation form
 - iii. Complete technical infeasibility form as needed

- b. Assume no RFIs
 - c. Assume no submittal reviews
 - d. Assume no formal plan set design changes
21. As-built Drawings:
- a. Receive Contractor redline of provided concept and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

MIL_SWK_1

1. Administration:
 - a. 16-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 0.5-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.25-hr/wk Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume two trips to Local Partner Office (1.0 hour round trip)
 - j. Assume one trip to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – Utilize Salt Lake County 30% plans
 - e. 30% Design – Update Salt Lake County plans to Microstation, incorporating updated survey information (20-scale, 11 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal roadway design
 - h. Update cover, notes, survey control sheets
 - i. Update roadway plan sheets, key map (no plan and profile sheets)
 - j. Assume no need for signing and striping sheets
 - k. Update typical sections detail sheets
 - l. Assume no storm drain pipe networks needed

- m. Finalize 60% plan set, submit for review
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
- 8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
- 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Intersections/access vertical design – 5
- 10. Structural Design:
 - a. No structural assumed for design in this scope of work
- 11. Drainage:
 - a. No drainage analysis assumed in this scope of work.
 - b. Includes some coordination of existing inlets and proposed impacts
- 12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination at 30% - assume minimal impacts
 - c. Coordinate limited utility company relocation designs (design provided by companies)
 - d. Finalize utility company relocation design coordination, hand off to Contractor
 - e. Assume one site meeting with utility companies – 1 trip
- 13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
- 14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
- 15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
- 16. Design and Constructability Review:
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
- 17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 6 sheets
 - iii. Finalize roadway plan sheets

- iv. Erosion control plans – 2 sheets
 - v. Demo and Removal – combined with other sheets
 - b. No storm drain improvements except tie-ins to existing inlet boxes
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide two modified and special provisions
- 18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Assume no alternative materials needs or long lead items
 - c. Contractor coordination at 30%, 60% - constructability modifications
- 19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
- 20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 2
 - d. Assume no formal plan set design changes
- 21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

PRO_OP_1

- 1. Administration:
 - a. 26-week design schedule
 - b. Full Design Effort
 - c. Assume approximate 150' single span, fabricated bridge span (truss or similar), design loads provided by fabricator
 - d. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - e. 2-hr/wk management of design effort
 - f. Monthly schedule updates
 - g. 2-hr/wk Contractor coordination
 - h. 2-hr/wk UTA, Local Partner coordination
 - i. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - j. Assume six trips to Local Partner Office (1.0 hour round trip)
 - k. Assume two trip to UTA Office associated with project
- 2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)

- e. QC field topography (Perigee)
- 3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
- 4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, drainage facilities, structure footprint, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout, plan and profile sheets preparation (40-scale, 3 sheets); bridge situation and layout sheets (2 sheets, FFKR/Baker)
 - f. Address 30% comments
 - g. Finalize horizontal design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Typical sections detail sheets
 - k. Develop drainage facility design as needed
 - l. Finalize 60% plan set, submit for review
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
 - b. UPRR permitting support provided (assuming Marshall Rail Services will provide permitting for UPRR)
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
 - d. Use building design criteria for bridge (i.e. IBC, AISC, ACI, ASCE, etc.)
- 8. Geotechnical:
 - a. Coordination with Geotechnical Engineer – Pavement Analysis & Design
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - i. 2 soil borings (1 at each substructure)
- 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
- 10. Structural Design (FFKR):
 - a. Determine preferred bridge type and layout, includes documentation memo. Consider the following alternatives:
 - i. Integrated bridge support and elevator shaft
 - ii. Separated bridge support and elevator shaft

- b. Develop structural calculations and design documentation
 - c. Coordinate with truss bridge fabricator
 - d. Integrate lighting into the structure
 - e. Assumes the design will provide information for early procurement of steel piles (if applicable), prefabricated truss span, and reinforcing steel quantity estimate
11. Drainage:
- a. Hydrology analysis as needed around bridge structure
 - b. Minor drainage facility analysis
 - c. Update drainage facility analysis as needed (60% - 100% design)
 - d. Prepare final drainage memo
12. Utilities:
- a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume two companies)
 - d. Coordinate utility company relocation designs (design provided by companies)
 - e. Identify Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume 1 site meeting with utility companies – 1 trip
13. Staging Plans & MOT:
- a. Assume straight forward effort handled by Contractor
 - b. Support strategy for constructing near railroads (CS and FFKR)
14. Environmental Commitments:
- a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
- a. Concept landscape/aesthetic ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation/aesthetic plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation/aesthetic plans, including specifications (FFKR)
 - d. No street lighting design assumed in this scope of work (structure lighting included in Task 10)
16. Design and Constructability Review:
- a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
 - e. Does not include formal UDOT structures review process
17. Construction Drawings & Specs:
- a. Prepare 100% Plan Set:
 - b. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 11 sheets
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plans – 2 sheets
 - v. Demo and Removal – 2 sheets
 - vi. Develop structural drawings – 23 sheets (includes reinforcing summary sheets, FFKR)
 - c. Finalize drainage facility design

- d. Prepare specifications in Word/PDF format – reference and include standard specifications, provide seven modified and special provisions
18. VE/Cost Savings Measures:
- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
- a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - i. Includes quantities for VE and structure type selection (FFKR)
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
- a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 5
 - d. Formal plan set design change – assume 2
 - e. Review structural shop drawings – ped bridge (FFKR)
21. As-built Drawings:
- a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

SLC_OP_1

- 1. Administration:
 - a. 26-week design schedule
 - b. Full Design Effort
 - c. Assume approximate 150' single span, fabricated bridge span (truss or similar), design loads provided by fabricator
 - d. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - e. 2-hr/wk management of design effort
 - f. Monthly schedule updates
 - g. 2-hr/wk Contractor coordination
 - h. 2-hr/wk UTA, Local Partner coordination
 - i. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - j. Assume six trips to Local Partner Office (1.5 hour round trip)
 - k. Assume two trip to UTA Office associated with project
- 2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)

- e. QC field topography (Perigee)
- 3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
- 4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, drainage facilities, structure footprint, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout, plan and profile sheets preparation (40-scale, 3 sheets); bridge situation and layout sheets (2 sheets, FFKR/Baker)
 - f. Address 30% comments
 - g. Finalize horizontal design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Typical sections detail sheets
 - k. Develop drainage facility design as needed
 - l. Finalize 60% plan set, submit for review
- 5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
- 6. Permits:
 - a. No permitting assumed for design in this scope of work
 - b. UPRR permitting support provided (assuming Marshall Rail Services will provide permitting for UPRR)
- 7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
 - d. Use building design criteria for bridge (i.e. IBC, AISC, ACI, ASCE, etc.)
- 8. Geotechnical:
 - a. Coordination with Geotechnical Engineer – Pavement Analysis & Design
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - i. 2 soil borings (1 at each substructure)
- 9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
- 10. Structural Design (FFKR):
 - a. Determine preferred bridge type and layout, includes documentation memo. Consider the following alternatives:
 - i. Integrated bridge support and elevator shaft
 - ii. Separated bridge support and elevator shaft

- b. Develop structural calculations and design documentation
 - c. Coordinate with truss bridge fabricator
 - d. Integrate lighting into the structure
 - e. Assumes the design will provide information for early procurement of steel piles (if applicable), prefabricated truss span, and reinforcing steel quantity estimate
11. Drainage:
- a. Hydrology analysis as needed around bridge structure
 - b. Minor drainage facility analysis
 - c. Update drainage facility analysis as needed (60% - 100% design)
 - d. Prepare final drainage memo
12. Utilities:
- a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume two companies)
 - d. Coordinate utility company relocation designs (design provided by companies)
 - e. Identify Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume 1 site meeting with utility companies – 1 trip
13. Staging Plans & MOT:
- a. Assume straight forward effort handled by Contractor
 - b. Support strategy for constructing near railroads (CS and FFKR)
14. Environmental Commitments:
- a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
- a. Concept landscape/aesthetic ideas – 30% design (FFKR)
 - b. Preparation of landscape and irrigation/aesthetic plan at 60% design (FFKR)
 - c. Finalize landscape/irrigation/aesthetic plans, including specifications (FFKR)
 - d. No street lighting design assumed in this scope of work (structure lighting included in Task 10)
16. Design and Constructability Review:
- a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
 - e. Does not include formal UDOT structures review process
17. Construction Drawings & Specs:
- a. Prepare 100% Plan Set:
 - b. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 11 sheets
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plans – 2 sheets
 - v. Demo and Removal – 2 sheets
 - vi. Develop structural drawings – 23 sheets (includes reinforcing summary sheets, FFKR)
 - c. Finalize drainage facility design

- d. Prepare specifications in Word/PDF format – reference and include standard specifications, provide seven modified and special provisions
18. VE/Cost Savings Measures:
- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
- a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - i. Includes quantities for VE and structure type selection (FFKR)
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
- a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 5
 - d. Formal plan set design change – assume 2
 - e. Review structural shop drawings – ped bridge (FFKR)
21. As-built Drawings:
- a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

WEJ_RRX_2

- 1. Administration:
 - a. 16-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 0.25-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.25-hr/wk Contractor coordination
 - g. 0.25-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume two trips to Local Partner Office (1 hour round trip)
 - j. Assume one trip to UTA Office associated with project
- 2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)

3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – horizontal layout of project extents, Kick-off meeting exhibit preparation
 - e. 30% Design – horizontal layout, curb and gutter, sidewalk, pavement extents, rail crossing improvements and signage, plan and profile sheets preparation (40-scale, 2 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal roadway design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Finalize 60% plan set, submit for review
5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. No geotechnical assumed for design in this scope of work
9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Address vertical impacts to detention basin
10. Structural Design:
 - a. Back of sidewalk retaining wall design – assume retained height does not exceed 3' – no structural calculations required
11. Drainage:
 - a. Roadway drainage calculations for one inlet to drain into existing detention basin
 - b. Assume no drainage memo
12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Assume no impacts to utilities
 - c. Assume power poles will be protected in place

13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review:
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr)
 - b. 60% Design Review Meeting – preparation and attendance (Design Mgr)
 - c. 100% Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
 - a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 3 sheets, including intersection and railroad crossing detail sheet)
 - iii. Finalize plan and profile sheets
 - iv. Erosion control plans – 1 sheet
 - v. Demo and Removal – combined with other sheets
 - b. No storm drain improvements except an inlet box and tie-in to detention basin
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide two modified and special provisions
18. VE/Cost Savings Measures:
 - a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
 - a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
 - a. Field visit during construction, and documentation report – assume 1
 - b. Address RFIs – assume 1
 - c. Submittal reviews – assume 2
 - d. Assume no formal plan set design changes
21. As-built Drawings:
 - a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

WVC_BKL_5

1. Administration:
 - a. 16-week design schedule
 - b. Full Design Effort
 - c. One Local Partner Kick-Off Meeting (Design Manager, Design Lead Attend) – Concept exhibit, strip plot with aerial, Extopo, ROW/Boundary, concept (from Task 4)
 - d. 3-hr/wk management of design effort
 - e. Monthly schedule updates
 - f. 0.5-hr/wk Contractor coordination
 - g. 0.5-hr/wk UTA, Local Partner coordination
 - h. Provide exhibits, documents to Contractor for public involvement effort, attend one city council meeting/open house
 - i. Assume six trips to Local Partner Office (1.5 hour round trip)
 - j. Assume one trip to UTA Office associated with project
2. Quality Control Program:
 - a. Formal QC reviews at 30%, 60%, 100%, RFC
 - b. Formal QA reviews of each milestone
 - c. QC review of ROW/Boundary CAD file (CS)
 - d. QC survey control (CS)
 - e. QC field topography (Perigee)
3. Survey and Mapping:
 - a. ROW/property document research (Perigee)
 - b. Survey request preparation & blue stakes request (CS)
 - c. Set control, field topography (Perigee)
 - d. ROW/boundary analysis, prepare ROW/Boundary CAD file (Perigee)
 - e. Topography data post processing, prepare ExTopo CAD file (CS)
4. Develop Plans:
 - a. Site visit, photos – one trip
 - b. Pre-kick off material collection, review
 - c. Pre-kick off meeting with UTA, Contractor (Design Manager, Design Lead attend)
 - d. Concept preparation – typical section concept, horizontal layout of project extents, striping, SD facilities, undeveloped property access locations, Kick-off meeting exhibit preparation
 - e. 30% Design – typical section development, horizontal layout of striping, curb and gutter, sidewalk, intersection tie-ins, pavement and overlay extents, plan and profile sheets preparation (40-scale, 7 sheets)
 - f. Address 30% comments
 - g. Finalize horizontal roadway design
 - h. Prepare cover, notes, survey control sheets
 - i. Update plan and profile sheets, key map
 - j. Signing and striping sheets (40-scale, 4 sheets) – assume bike lane striping and signing on both sides of street
 - k. Typical sections detail sheets
 - l. Develop storm drain pipe networks
 - m. Finalize 60% plan set, submit for review
 - n. Review and include pavement overlay if practical

5. Right-of-way:
 - a. Reserved only for potential ROW action – none assumed in this scope of work
6. Permits:
 - a. No permitting assumed for design in this scope of work
7. Design Criteria:
 - a. Using Program Standard Drawings & Specifications Document and Design Document, identify and document standards for this project
 - b. Coordination with Active Transportation Designer (Alta) – standard elements to incorporate into project
 - c. Bid items coordination with Contractor
8. Geotechnical:
 - a. Coordination with Geotechnical Engineer – Pavement Analysis & Design
 - b. Perform field work, laboratory testing, pavement analysis, reporting (Terracon)
 - c. Pavement analysis & design includes existing asphalt coring (3) and (3) 10' borings
 - d.
9. Earthwork and Grading:
 - a. Preliminary vertical design (30%)
 - b. Final vertical design (60%)
 - c. Intersections/access vertical design – 4
10. Structural Design:
 - a. Back of sidewalk retaining wall design – assume retained height does not exceed 3' – minimal structural design required
11. Drainage:
 - a. Roadway hydrology analysis
 - b. Identification of proposed outfalls
 - c. Preliminary storm drain analysis
 - d. Prepare preliminary drainage memo
 - e. Update roadway hydrology and storm drain analysis (60% - 100% design)
 - f. Prepare final drainage memo
12. Utilities:
 - a. Initial collection of as-built drawings from utility companies (water/sewer, power, communications, gas)
 - b. Initial utility company coordination efforts (30% design impacts)
 - c. 60% utility company coordination – design impacts (assume two companies)
 - d. Coordinate utility company relocation designs (design provided by companies)
 - e. Identify Contractor pothole needs
 - f. Finalize utility company relocation design coordination, hand off to Contractor
 - g. Assume no relocation of power poles – curb and sidewalk design around poles
 - h. Assume 4 site meetings with utility companies – 4 trips
13. Staging Plans & MOT:
 - a. Assume straight forward effort handled by Contractor
14. Environmental Commitments:
 - a. Review and documentation of commitments, identification of design limitations
15. Landscaping & Irrigation:
 - a. No landscape design assumed in this scope of work
 - b. No lighting design assumed in this scope of work
16. Design and Constructability Review:
 - a. 30% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)

- b. 60% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - c. 100% Design Review Meeting – preparation and attendance (Design Mgr, Design Lead)
 - d. RFC Design Review Meeting – preparation and coordination – digital via email only (Design Mgr, Design Lead)
17. Construction Drawings & Specs:
- a. Prepare 100% Plan Set:
 - i. Update cover, notes, survey control
 - ii. Finalize detail sheets – 7 sheets
 - iii. Finalize plan and profile sheets, signing and striping sheets
 - iv. Erosion control plans – 3 sheets
 - v. Demo and Removal – 3 sheets
 - b. Finalize storm drain pipe networks
 - c. Prepare specifications in Word/PDF format – reference and include standard specifications, provide seven modified and special provisions
18. VE/Cost Savings Measures:
- a. Variable Scope Analysis – at 30%, in coordination with Contractor, UTA, Local Partner, Active Transportation Designer
 - b. Review material needs at 30%, 60% – identify any long-lead items – assume none in this scope of work
 - c. Contractor coordination at 30%, 60% - material exchanges, constructability modifications
19. Quantities:
- a. Concept level estimate of quantities – submitted to Contractor prior to Pre-Kick off Meeting
 - b. 30% quantities update
 - c. 60% quantities update
 - d. 100% quantities update
 - e. RFC – final quantities delivery to Contractor, UTA
20. Design Services During Construction:
- a. Field visit during construction, and documentation report – assume 3
 - b. Address RFIs – assume 5
 - c. Submittal reviews – assume 5
 - d. Formal plan set design change – assume 2
21. As-built Drawings:
- a. Receive Contractor redline and review
 - b. Provide comments, verify comments addressed
 - c. File as-built drawings as final, close out project

UTA TIGER Grant Program - Design Summary and Hours

4/26/2018

Year	Project	Total Hrs	Civil Science	Perigee*	FFKR	Terracon	MBI	Design Estimate	Design Estimate % of Budget	Design Effort	Firm Involvement
2018	BOU_ADA_1	154.25	140.25	14	0	0	0	\$18,114.98	7.1%	Field Support	CS - field support, design, Perigee - survey
2018	DRA_BKL_5	26	26	0	0	0	0	\$2,830.92	19.9%	Expedited Design	CS - design
2018	FAR_ADA_1	37.75	27.75	10	0	0	0	\$4,290.55	11.0%	Field Support	CS - field support, design, Perigee - survey
2018	FAR_BKL_1	37.25	37.25	0	0	0	0	\$3,951.83	3.1%	Expedited Design	CS - design
2018	FAR_CWI_1	45.75	45.75	0	0	0	0	\$5,131.07	18.0%	Expedited Design	CS - design
2018	FAR_CWI_3	45.75	45.75	0	0	0	0	\$5,131.07	17.5%	Expedited Design	CS - design
2018	FAR_SWK_4	345	264	81	0	0	0	\$40,795.21	5.9%	Expedited Design	CS - design, Perigee - survey - for extension of SW to State Street only
2018	FAR_SWK_7	51.75	51.75	0	0	0	0	\$6,404.45	3.3%	Field Support	CS - field support
2018	FAR_SWK_3	236	173	63	0	0	0	\$27,252.26	15.1%	Expedited Design	CS - design, Perigee - survey
2018	FAR_CWI_6	17.25	17.25	0	0	0	0	\$2,082.02	19.0%	Field Support	CS - field support
2018	HER_BKL_8	30.75	30.75	0	0	0	0	\$3,221.62	18.9%	Expedited Design	CS - design
2018	MID_CWI_1	217.75	165.75	52	0	0	0	\$28,637.46	14.4%	Expedited Design	CS - design, Perigee - survey
2018	SOJ_BKL_2	58.75	58.75	0	0	0	0	\$6,201.16	14.0%	Expedited Design	CS - design
2018	SOJ_BKL_4	0	0	0	0	0	0	\$0.00	0.0%	N/A	N/A - See SOJ_BKL_2
2018	SOJ_BKL_5	0	0	0	0	0	0	\$0.00	0.0%	N/A	N/A - See SOJ_BKL_2
2018	SOJ_BKL_6	15	15	0	0	0	0	\$1,567.16	25.4%	Expedited Design	CS - design
2018	SOJ_BKL_7	19	19	0	0	0	0	\$1,998.24	22.3%	Expedited Design	CS - design
2018	SSL_MUP_2	375	290	45	40	0	0	\$45,751.59	7.4%	Full Design	CS - design, Perigee - survey, FFKR - landscaping
2018	SUCo_BKS_1	44.75	44.75	0	0	0	0	\$5,315.43	0.6%	Field Support	CS - field support
2019	LEH_OP_1	3211.25	3002.25	48	52	109	0	\$398,911.56	7.6%	Full Design	CS - design & structural, Perigee - survey, FFKR - landscaping & structure aesthetics
2019	OGD_BKL_1	1643.5	1294.5	89	212	48	0	\$193,419.46	10.1%	Full Design	CS - design, Perigee - survey, FFKR - landscaping
2019	SLC_BKS_1	42.75	42.75	0	0	0	0	\$5,223.58	0.6%	Field Support	CS - field support
2019	SLC_MUP_1	1849.5	1533.5	156	160	0	0	\$215,600.27	8.9%	Full Design	CS - design, Perigee - survey, FFKR - landscaping
2019	SAN_MUP_1	1916	1773	73	28	42	0	\$218,109.33	8.0%	Full Design	CS - design, Perigee - survey, FFKR - landscaping, Terracon - geotechnical
2020	MIL_SWK_1	352.5	307.5	45	0	0	0	\$42,317.22	10.7%	Full Design	CS - design, Perigee - survey
2020	PRO_OP_1	3944	1633	44	0	124	2143	\$493,611.60	11.4%	Full Design	CS - design, Perigee - survey, Terracon - geotechnical, MBI - structural & aesthetics
2020	SLC_OP_1	3761	1635	44	1958	124	0	\$497,592.15	8.2%	Full Design	CS - design, Perigee - survey, FFKR - structural, structure aesthetics & landscaping, Terracon - geotechnical
2020	WEJ_RRX_2	196.75	167.75	29	0	0	0	\$25,241.58	24.9%	Full Design	CS - design, Perigee - survey
2021	WVC_BKL_5	1369.5	1246.5	77	0	46	0	\$161,440.74	9.4%	Full Design	CS - design, Perigee - survey, Terracon - geotechnical
	Total	20044.5	14088.5	870	2450	493	2143	\$2,460,144.51	7.7%		
	% of Work	100%	70%	4.3%	12%	2%	11%				

* Perigee - DBE - 3% Goal

Design Effort	Design Estimate	Design Estimate % of Budget
Field Support	\$41,431.01	1.9%
Expedited Design	\$126,718.00	9.4%
Full Design	\$2,460,144.51	8.5%

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
BOU_ADA_1
Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																		1	0.5	2
1.2 Schedule	1																				1
1.3 Coordination with the Contractor	1																				1
1.4 Coordination with UDOT and the Local Partners	3																				3
1.5 Public Communications	1																				1
2.0 QUALITY CONTROL			0.75		2			4													6.75
3.0 SURVEYING AND MAPPING								2					4								6
4.0 DEVELOP PLANS																					
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1							3						4							8
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING												8									8
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																					
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1							3						4							8
18.0 VALUE ENGINEERING/COST SAVING MEASURES																					
19.0 QUANTITIES								0.5													0.5
20.0 DESIGN SERVICES DURING CONSTRUCTION	2							4						75							81
21.0 AS-BUILT DRAWINGS	1													13							14
Summary of Hours	11.5		0.75		2			16.5				8	4	96					1	0.5	140.25
Summary of Raw Labor Expense	\$572.13		\$39.75		\$79.00			\$651.75				\$316.00	\$112.00	\$3,273.60					\$42.00	\$26.75	
	8%																				
TOTAL LABOR HOURS																				140.25	
TOTAL RAW LABOR EXPENSES																				\$5,112.98	

Assumptions: See Scope of Work

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
DRA_BKL_5
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																	0.5	0.5		1.5
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	1																				1
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.5	0.5																	1
3.0 SURVEYING AND MAPPING													1								1
4.0 DEVELOP PLANS												2	6								8
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA												2									2
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	0.5																				0.5
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS									0.5				6								6.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.25									0.25
19.0 QUANTITIES												0.5	1								1.5
20.0 DESIGN SERVICES DURING CONSTRUCTION												1									1
21.0 AS-BUILT DRAWINGS												0.25									0.25
Summary of Hours	3.5		0.5	0.5					0.5			6	14					0.5	0.5		26
Summary of Raw Labor Expense	\$174.13		\$26.50	\$23.25					\$12.26			\$237.00	\$392.00					\$7.50	\$21.00		
	13%																				
TOTAL LABOR HOURS																					26
TOTAL RAW LABOR EXPENSES																					\$893.64

Civil Science, Inc.
 HOUR DERIVATION and LABOR COST
 FAR_ADA_1
 Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
1.0 ADMINISTRATION																						
1.1 Management of the Design Effort	0.5																	0.5	0.5			1.5
1.2 Schedule	0.5																					0.5
1.3 Coordination with the Contractor	0.5																					0.5
1.4 Coordination with UDOT and the Local Partners	0.5																					0.5
1.5 Public Communications	0.5																					0.5
2.0 QUALITY CONTROL			0.25	0.25																		0.5
3.0 SURVEYING AND MAPPING																						
4.0 DEVELOP PLANS																						
5.0 RIGHT-OF-WAY																						
6.0 PERMITS																						
7.0 DESIGN CRITERIA	0.5							0.5							1							2
8.0 GEOTECHNICAL																						
9.0 EARTHWORK AND GRADING												4										4
10.0 STRUCTURAL DESIGN																						
11.0 DRAINAGE																						
12.0 UTILITIES																						
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																						
14.0 ENVIRONMENTAL COMMITMENTS																						
15.0 LANDSCAPING AND IRRIGATION																						
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																						
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	0.5							1							1							2.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES																						
19.0 QUANTITIES								0.5														0.5
20.0 DESIGN SERVICES DURING CONSTRUCTION	0.5															12						12
21.0 AS-BUILT DRAWINGS												0.25				2						2.75
Summary of Hours	4		0.25	0.25				2				4.25			16			0.5	0.5			27.75
Summary of Raw Labor Expenses	\$199.00		\$13.25	\$11.63				\$79.00				\$167.88			\$545.60			\$7.50	\$21.00			
	14%																					
TOTAL LABOR HOURS																					27.75	
TOTAL RAW LABOR EXPENSES																					\$1,044.85	

Civil Science, Inc.
 HOUR DERIVATION and LABOR COST
 FAR_BKL_1
 Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																0.5	0.5	0.5		2
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	0.5																				0.5
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.5	0.5																	1
3.0 SURVEYING AND MAPPING													1								1
4.0 DEVELOP PLANS									1			4	8								13
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA												2									2
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	1											0.5									1.5
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS									0.5				10								10.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.5									0.5
19.0 QUANTITIES												0.5	2								2.5
20.0 DESIGN SERVICES DURING CONSTRUCTION												1									1
21.0 AS-BUILT DRAWINGS												0.25									0.25
Summary of Hours	3.5		0.5	0.5					1.5			8.75	21				0.5	0.5	0.5		37.25
Summary of Raw Labor Expense	\$174.13		\$26.50	\$23.25					\$36.78			\$345.63	\$588.00				\$15.75	\$7.50	\$21.00		
	9%																				
TOTAL LABOR HOURS																					37.25
TOTAL RAW LABOR EXPENSES																					\$1,238.53

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
FAR_CWL_1
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	0.5																0.5	0.5	0.5		2
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	0.5																				0.5
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.5	0.5				1													2
3.0 SURVEYING AND MAPPING													1								1
4.0 DEVELOP PLANS									1			4	8								13
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1											2									3
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING												4									4
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	1											0.5									1.5
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								0.5				4	8								12.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.5									0.5
19.0 QUANTITIES												0.5	2								2.5
20.0 DESIGN SERVICES DURING CONSTRUCTION	0.25											1									1.25
21.0 AS-BUILT DRAWINGS	0.25											0.25									0.5
Summary of Hours	5		0.5	0.5				1	1.5			16.75	19				0.5	0.5	0.5		45.75
Summary of Raw Labor Expenses	\$248.75		\$26.50	\$23.25				\$39.50	\$36.78			\$661.63	\$532.00				\$15.75	\$7.50	\$21.00		
11%																					
TOTAL LABOR HOURS																					45.75
TOTAL RAW LABOR EXPENSES																					\$1,612.66

Civil Science, Inc.
HOOR DERIVATION and LABOR COST
FAR_CWL_3
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	0.5																0.5	0.5	0.5		2
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	0.5																				0.5
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.5	0.5				1													2
3.0 SURVEYING AND MAPPING													1								1
4.0 DEVELOP PLANS									1			4	8								13
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1											2									3
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING												4									4
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	1											0.5									1.5
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								0.5				4	8								12.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.5									0.5
19.0 QUANTITIES												0.5	2								2.5
20.0 DESIGN SERVICES DURING CONSTRUCTION	0.25											1									1.25
21.0 AS-BUILT DRAWINGS	0.25											0.25									0.5
Summary of Hours	5		0.5	0.5				1	1.5			16.75	19				0.5	0.5	0.5		45.75
Summary of Raw Labor Expenses	\$248.75		\$26.50	\$23.25				\$39.50	\$36.78			\$661.63	\$532.00				\$15.75	\$7.50	\$21.00		
	11%																				
TOTAL LABOR HOURS																					45.75
TOTAL RAW LABOR EXPENSES																					\$1,612.66

Civil Science, Inc.
HOURLY DERIVATION and LABOR COST
FAR_CWL_6
Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	0.5																0.5	0.5	0.5		2
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	0.5																				0.5
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL																					0.5
3.0 SURVEYING AND MAPPING																					
4.0 DEVELOP PLANS																					
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA								0.5						0.5							1
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																					
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								0.5	1					1							2.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES																					
19.0 QUANTITIES									0.5												0.5
20.0 DESIGN SERVICES DURING CONSTRUCTION	0.25													8							8.25
21.0 AS-BUILT DRAWINGS	0.25																				0.5
Summary of Hours	3		0.5					1	1.5			0.25		9.5			0.5	0.5	0.5		17.25
Summary of Raw Labor Expense	\$149.25		\$26.50					\$39.50	\$36.78			\$9.88		\$323.95			\$15.75	\$7.50	\$21.00		
	17%																				
TOTAL LABOR HOURS																					17.25
TOTAL RAW LABOR EXPENSES																					\$630.11

Civil Science, Inc.
HOOR DERIVATION and LABOR COST
FAR_SWK_3
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	4																1	1	1	0.5	7.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	2																				2
1.4 Coordination with UDOT and the Local Partners	1																				1
1.5 Public Communications																					
2.0 QUALITY CONTROL	0.5		1	3												0.5					5
3.0 SURVEYING AND MAPPING								2					7								9
4.0 DEVELOP PLANS	1							6	3				30								40
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	0.5							1													1.5
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING								1				12									13
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES								1	3			6									10
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS									0.5												0.5
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	4											2									6
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1							6	6			12	32								57
18.0 VALUE ENGINEERING/COST SAVING MEASURES	1							6													7
19.0 QUANTITIES								1	3				3								7
20.0 DESIGN SERVICES DURING CONSTRUCTION	1							1													2
21.0 AS-BUILT DRAWINGS	0.5											2									2.5
Summary of Hours	18.5		1	3				25	15.5			34	72			0.5	1	1	1	0.5	173
Summary of Raw Labor Expense	\$920.38		\$53.00	\$139.50				\$987.50	\$380.06			\$1,343.00	\$2,016.00			\$18.65	\$31.50	\$15.00	\$42.00	\$26.75	
11%																					
TOTAL LABOR HOURS																				173	
TOTAL RAW LABOR EXPENSES																				\$5,973.34	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
FAR_SWK_4
Expedited Design/Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	6																1	1	2	0.5	10.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	3																				3
1.4 Coordination with UDOT and the Local Partners	8							4													12
1.5 Public Communications	4																				4
2.0 QUALITY CONTROL	1	1	2	6												8					18
3.0 SURVEYING AND MAPPING	1							3					12								16
4.0 DEVELOP PLANS	1							10	6				24								41
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1							3													4
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING	1							3				16									20
10.0 STRUCTURAL DESIGN	1	2							8												11
11.0 DRAINAGE																					
12.0 UTILITIES	1							2	3			8									14
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS									1												1
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	6							3													9
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1	1						16	24			4	32				1	1			80
18.0 VALUE ENGINEERING/COST SAVING MEASURES	0.5	0.5						1													2
19.0 QUANTITIES								3	6												9
20.0 DESIGN SERVICES DURING CONSTRUCTION	1							4													5
21.0 AS-BUILT DRAWINGS	0.5																				2.5
Summary of Hours	39	4.5	2	6				52	48			30	68			8	2	2	2	0.5	264
Summary of Raw Labor Expenses	\$1,940.25	\$231.75	\$106.00	\$279.00				\$2,054.00	\$1,176.96			\$1,185.00	\$1,904.00			\$298.40	\$63.00	\$30.00	\$84.00	\$26.75	
15%																					
TOTAL LABOR HOURS																					264
TOTAL RAW LABOR EXPENSES																					\$9,379.11

Civil Science, Inc.
HOOR DERIVATION and LABOR COST
FAR_SWK_7
Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$20.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	3																1	1	1	0.5	6.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	4																				4
1.4 Coordination with UDOT and the Local Partners	1																				1
1.5 Public Communications	1																				1
2.0 QUALITY CONTROL			1	3																	4
3.0 SURVEYING AND MAPPING																					
4.0 DEVELOP PLANS																					
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA								2													2
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																					
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								8	8												16
18.0 VALUE ENGINEERING/COST SAVING MEASURES																					
19.0 QUANTITIES								1	4												5
20.0 DESIGN SERVICES DURING CONSTRUCTION	1							8													9
21.0 AS-BUILT DRAWINGS	0.25											1									1.25
Summary of Hours	12.25		1	3				19	12			1					1	1	1	0.5	51.75
Summary of Raw Labor Expense	\$609.44		\$53.00	\$139.50				\$750.50	\$294.24			\$39.50					\$31.50	\$15.00	\$42.00	\$26.75	
TOTAL LABOR HOURS																					51.75
TOTAL RAW LABOR EXPENSES																					\$2,001.43

Civil Science, Inc.
 HOUR DERIVATION and LABOR COST
 HER_BKL_8
 Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																	0.5	0.5		1.5
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	1																				1
1.5 Public Communications	1																				1
2.0 QUALITY CONTROL			0.25	0.25																	0.5
3.0 SURVEYING AND MAPPING													0.5								0.5
4.0 DEVELOP PLANS								0.5				1	7								8.5
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA												1									1
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																					
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								0.5				2	10								12.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.5									0.5
19.0 QUANTITIES												0.5	1								1.5
20.0 DESIGN SERVICES DURING CONSTRUCTION												1									1
21.0 AS-BUILT DRAWINGS												0.25									0.25
Summary of Hours	3.5		0.25	0.25					1			6.25	18.5					0.5	0.5		30.75
Summary of Raw Labor Expense	\$174.13		\$13.25	\$11.63					\$24.52			\$246.88	\$518.00					\$7.50	\$21.00		
	11%																				
TOTAL LABOR HOURS																				30.75	
TOTAL RAW LABOR EXPENSES																				\$1,016.90	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
LEH_OP_1 - MSE Wall Ramp Option
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawm Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
1.0 ADMINISTRATION																						
1.1 Management of the Design Effort	40																4	4	4	1		53
1.2 Schedule	32																					32
1.3 Coordination with the Contractor	60	100																				160
1.4 Coordination with UDOT and the Local Partners	40	80																				120
1.5 Public Communications	8																					8
2.0 QUALITY CONTROL	16	100	16	24	36											6						198
3.0 SURVEYING AND MAPPING	4							4					24									32
4.0 DEVELOP PLANS	8							40	40	40		50	20									198
Situation and Layout Sheets							20						40									60
5.0 RIGHT-OF-WAY																						
6.0 PERMITS																						
7.0 DESIGN CRITERIA	8	80						20				20										128
8.0 GEOTECHNICAL	4	40																				44
9.0 EARTHWORK AND GRADING	8									40		120										168
10.0 STRUCTURAL DESIGN																						
Structure Type Selection Report		10					20															30
Develop FEM																						
Strength/Service Design		20					40															60
Seismic Design		30					80															110
Superstructure Design and Coordination																						
11.0 DRAINAGE	4			16				16	30													66
12.0 UTILITIES	6									24		24										54
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC	4	16													20							40
14.0 ENVIRONMENTAL COMMITMENTS	1																					4
15.0 LANDSCAPING AND IRRIGATION	4								3													4
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	24	32						24														80
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	16	60						100		80		50	90									396
Finish Situation and Layout Sheets													32									132
Foundation/Utility Plan													32									132
Drilled Shaft Details													16									66
Columns/Footing													16									66
Ramps																						
Bridge Abutment																						
Bridge Span Details																						66
Bearing Details																						33
Fencing Details																						33
Lighting Details																						33
Rebar Schedules																						66
18.0 VALUE ENGINEERING/COST SAVING MEASURES	16																					16
Type Selection		40					16															56
Determine Early Release Items		20					16															36
19.0 QUANTITIES	8	40					20	20		40												88
20.0 DESIGN SERVICES DURING CONSTRUCTION	16	40					20															76
21.0 AS-BUILT DRAWINGS		10																				58.25
Summary of Hours	327	678	16	40	36		232	224	225	224		284	677.25		20	6	4	4	4	1		3002.25
Summary of Raw Labor Expense	\$16,268.25	\$34,917.00	\$848.00	\$1,860.00	\$1,422.00		\$8,120.00	\$8,848.00	\$5,517.00	\$6,272.00		\$11,218.00	\$18,963.00		\$700.00	\$223.80	\$126.00	\$60.00	\$168.00	\$53.50		
TOTAL LABOR HOURS																					3002.25	
TOTAL RAW LABOR EXPENSES																					\$115,584.55	

Civil Science, Inc.

CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
MID_CWI_1

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	25.75	\$49.75	\$1,281.06
AJ Yates	4	\$51.50	\$206.00
Kyle Comer	1.5	\$53.00	\$79.50
Jay Meacham	3	\$46.50	\$139.50
Brandon Weight	4	\$39.50	\$158.00
Chris Maples		\$33.50	
Mark Brailsford		\$35.00	
Justin Jones	13	\$39.50	\$513.50
Jacob Elder	3	\$24.52	\$73.56
Nick Bjorkman	13	\$28.00	\$364.00
David Viets		\$29.50	
Jake Wilder	44	\$39.50	\$1,738.00
Todd Kitchen	49	\$28.00	\$1,372.00
Greg Perkins		\$34.10	
Kevin Clapper		\$35.00	
Dodd Greer	2	\$37.30	\$74.60
JaNae Kotter	1	\$31.50	\$31.50
Gershawn Delimont	1	\$15.00	\$15.00
Francois Dupuis	1	\$42.00	\$42.00
Craig Swenson	0.5	\$53.50	\$26.75
TOTAL	165.75		\$6,114.97
Overhead Rate / Overhead Amount		181.43%	\$11,094.39
Subtotal			\$17,209.37
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$2,065.12
Total Labor			\$19,274.49

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	250	\$136.25
Direct Expenses			\$136.25

SUBCONSULTANT(S) EXPENSE

Perigee	\$	9,226.72
FFKR		
Michael Baker		
Terracon		
Total Subconsultant		\$9,226.72
TOTAL COSTS		\$28,637.46

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOURLY DERIVATION and LABOR COST
MID_CWI_1
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	6																1	1	1	0.5	9.5
1.2 Schedule	1.5																				1.5
1.3 Coordination with the Contractor	2	2																			4
1.4 Coordination with UDOT and the Local Partners	4							1													5
1.5 Public Communications	1																				1
2.0 QUALITY CONTROL			1.5	3	4			1								2					11.5
3.0 SURVEYING AND MAPPING	0.5							3					9								12.5
4.0 DEVELOP PLANS	1							2	3			4	12								22
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1							2				7									10
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING												5									5
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES	0.5											6	4								10.5
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS	1							2		6											9
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	4											3									7
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1									4		8	24								37
18.0 VALUE ENGINEERING/COST SAVING MEASURES	1	2						2				2									7
19.0 QUANTITIES										3		1									4
20.0 DESIGN SERVICES DURING CONSTRUCTION	1											6									7
21.0 AS-BUILT DRAWINGS	0.25											2									2.25
Summary of Hours	25.75	4	1.5	3	4			13	3	13		44	49			2	1	1	1	0.5	165.75
Summary of Raw Labor Expenses	\$1,281.06	\$206.00	\$79.50	\$139.50	\$158.00			\$513.50	\$73.56	\$364.00		\$1,738.00	\$1,372.00			\$74.60	\$31.50	\$15.00	\$42.00	\$26.75	
16%																					
TOTAL LABOR HOURS																				165.75	
TOTAL RAW LABOR EXPENSES																				\$6,114.97	

Civil Science, Inc.

CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
MIL_SWK_1

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	57	\$49.75	\$2,835.75
AJ Yates		\$51.50	
Kyle Comer	2	\$53.00	\$106.00
Jay Meacham	8	\$46.50	\$372.00
Brandon Weight	12	\$39.50	\$474.00
Chris Maples		\$33.50	
Mark Brailsford		\$35.00	
Justin Jones	36	\$39.50	\$1,422.00
Jacob Elder	16	\$24.52	\$392.32
Nick Bjorkman	24	\$28.00	\$672.00
David Viets		\$29.50	
Jake Wilder	52	\$39.50	\$2,054.00
Todd Kitchen	89	\$28.00	\$2,492.00
Greg Perkins		\$34.10	
Kevin Clapper		\$35.00	
Dodd Greer	4	\$37.30	\$149.20
JaNae Kotter	2	\$31.50	\$63.00
Gershawn Delimont	2	\$15.00	\$30.00
Francois Dupuis	3	\$42.00	\$126.00
Craig Swenson	0.5	\$53.50	\$26.75
TOTAL	307.5		\$11,215.02
Overhead Rate / Overhead Amount		181.43%	\$20,347.41
Subtotal			\$31,562.43
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$3,787.49
Total Labor			\$35,349.92

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	386	\$210.37
Direct Expenses			\$210.37

SUBCONSULTANT(S) EXPENSE

Perigee	\$	6,756.93
FFKR		
Michael Baker		
Terracon		
Total Subconsultant		\$6,756.93
TOTAL COSTS		\$42,317.22

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOOR DERIVATION and LABOR COST
MIL_SWK_1
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	8																2	2	3	0.5	15.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	4																				4
1.4 Coordination with UDOT and the Local Partners	8							3													11
1.5 Public Communications	1																				1
2.0 QUALITY CONTROL			2	8	12											4					26
3.0 SURVEYING AND MAPPING	1							4					16								21
4.0 DEVELOP PLANS	2							6	4			8	24								44
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	2							2				2									6
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING	1							2				8									11
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE	1									8			8								17
12.0 UTILITIES								1	4			18	8								31
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS	1								2												3
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	16							3													19
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	3							6		16		12	32								69
18.0 VALUE ENGINEERING/COST SAVING MEASURES	2							2													4
19.0 QUANTITIES	1							1	6				1								9
20.0 DESIGN SERVICES DURING CONSTRUCTION	3							6													9
21.0 AS-BUILT DRAWINGS	1											4									5
Summary of Hours	57		2	8	12			36	16	24		52	89			4	2	2	3	0.5	307.5
Summary of Raw Labor Expenses	\$2,835.75		\$106.00	\$372.00	\$474.00			\$1,422.00	\$392.32	\$672.00		\$2,054.00	\$2,492.00			\$149.20	\$63.00	\$30.00	\$126.00	\$26.75	
19%																					
TOTAL LABOR HOURS																					307.5
TOTAL RAW LABOR EXPENSES																					\$11,215.02

Civil Science, Inc.

CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
OGD_BKL_1

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	161.5	\$49.75	\$8,034.63
AJ Yates	52	\$51.50	\$2,678.00
Kyle Comer	4	\$53.00	\$212.00
Jay Meacham	12	\$46.50	\$558.00
Brandon Weight	20	\$39.50	\$790.00
Chris Maples		\$33.50	
Mark Brailsford	16	\$35.00	\$560.00
Justin Jones	195	\$39.50	\$7,702.50
Jacob Elder	94	\$24.52	\$2,304.88
Nick Bjorkman	151	\$28.00	\$4,228.00
David Viets		\$29.50	
Jake Wilder	222	\$39.50	\$8,769.00
Todd Kitchen	327	\$28.00	\$9,156.00
Greg Perkins		\$34.10	
Kevin Clapper	20	\$35.00	\$700.00
Dodd Greer	10	\$37.30	\$373.00
JaNae Kotter	3	\$31.50	\$94.50
Gershawn Delimont	3	\$15.00	\$45.00
Francois Dupuis	3	\$42.00	\$126.00
Craig Swenson	1	\$53.50	\$53.50
TOTAL	1294.5		\$46,385.01
Overhead Rate / Overhead Amount		181.43%	\$84,156.31
Subtotal			\$130,541.32
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$15,664.96
Total Labor			\$146,206.28

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	1,740	\$948.30
Direct Expenses			\$948.30

SUBCONSULTANT(S) EXPENSE

Perigee	\$	10,774.38
FFKR		\$26,500.00
Michael Baker		
Terracon		\$8,990.50
Total Subconsultant		\$46,264.88
TOTAL COSTS		\$193,419.46

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
OGD_BKL_1
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	28																3	3	3	1	38
1.2 Schedule	8																				8
1.3 Coordination with the Contractor	16	12																			28
1.4 Coordination with UDOT and the Local Partners	24							6													30
1.5 Public Communications	8												6								14
2.0 QUALITY CONTROL			4	12	20											10					46
3.0 SURVEYING AND MAPPING								4					32								36
4.0 DEVELOP PLANS	8							22	24	24		16	80								174
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	4	4						6				6									20
8.0 GEOTECHNICAL	2							8													10
9.0 EARTHWORK AND GRADING	6							16				60									82
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE	3							24		40			8								75
12.0 UTILITIES	8							4	8	16		50	16								102
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC	1	6											24				16				47
14.0 ENVIRONMENTAL COMMITMENTS	0.5								2												2.5
15.0 LANDSCAPING AND IRRIGATION	1						16	8					5								30
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	16							16													32
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	10	8						40	50	50		80	130								368
18.0 VALUE ENGINEERING/COST SAVING MEASURES	4	8						8													20
19.0 QUANTITIES	3	8						10		21		2	10								54
20.0 DESIGN SERVICES DURING CONSTRUCTION	8	6						23	10				16		4						67
21.0 AS-BUILT DRAWINGS	3											8									11
Summary of Hours	161.5	52	4	12	20		16	195	94	151		222	327		20	10	3	3	3	1	1294.5
Summary of Raw Labor Expenses	\$8,034.63	\$2,678.00	\$212.00	\$558.00	\$790.00		\$560.00	\$7,702.50	\$2,304.88	\$4,228.00		\$8,769.00	\$9,156.00		\$700.00	\$373.00	\$94.50	\$45.00	\$126.00	\$53.50	
	12%																				
TOTAL LABOR HOURS																					1294.5
TOTAL RAW LABOR EXPENSES																					\$46,385.01

Civil Science, Inc.

**CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
SAN_MUP_1**

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	155	\$49.75	\$7,711.25
AJ Yates	208	\$51.50	\$10,712.00
Kyle Comer	10	\$53.00	\$530.00
Jay Meacham	40	\$46.50	\$1,860.00
Brandon Weight	30	\$39.50	\$1,185.00
Chris Maples		\$33.50	
Mark Brailsford	152	\$35.00	\$5,320.00
Justin Jones	215	\$39.50	\$8,492.50
Jacob Elder	193	\$24.52	\$4,732.36
Nick Bjorkman	105	\$28.00	\$2,940.00
David Viets	105	\$29.50	\$3,097.50
Jake Wilder	122	\$39.50	\$4,819.00
Todd Kitchen	422	\$28.00	\$11,816.00
Greg Perkins		\$34.10	
Kevin Clapper		\$35.00	
Dodd Greer	8	\$37.30	\$298.40
JaNae Kotter	2	\$31.50	\$63.00
Gershawn Delimont	2	\$15.00	\$30.00
Francois Dupuis	3	\$42.00	\$126.00
Craig Swenson	1	\$53.50	\$53.50
TOTAL	1773		\$63,786.51
Overhead Rate / Overhead Amount		181.43%	\$115,727.87
Subtotal			\$179,514.38
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$21,541.73
Total Labor			\$201,056.10

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	310	\$168.95
Direct Expenses			\$168.95

SUBCONSULTANT(S) EXPENSE

Perigee	\$	9,144.84
FFKR		\$3,500.00
Michael Baker		
Terracon		\$4,239.44
Total Subconsultant		\$16,884.28
TOTAL COSTS		\$218,109.33

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOURLY DERIVATION and LABOR COST
SAN_MUP_1
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delimont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	26	12															2	2	3	1	46
1.2 Schedule	7																				7
1.3 Coordination with the Contractor	20	24																			44
1.4 Coordination with UDOT and the Local Partners	10							3													13
1.5 Public Communications	3																				3
2.0 QUALITY CONTROL		50	10	22	30											8					120
3.0 SURVEYING AND MAPPING	1							4	3				24								32
4.0 DEVELOP PLANS	8	8						50	55	55	60	24	140								400
5.0 RIGHT-OF-WAY																					
6.0 PERMITS	8							4													12
7.0 DESIGN CRITERIA	4	6						8				6									24
8.0 GEOTECHNICAL	1	6						6													13
9.0 EARTHWORK AND GRADING	4							8				40									52
10.0 STRUCTURAL DESIGN	2	40					100														142
11.0 DRAINAGE	4			18				16	50				16								104
12.0 UTILITIES	3							12				40	20								75
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS	1								3												4
15.0 LANDSCAPING AND IRRIGATION	1						12	4													17
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	16							16													32
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	16	40					40	40	50	50	45		200								481
18.0 VALUE ENGINEERING/COST SAVING MEASURES	6	12						8													26
19.0 QUANTITIES	3	4						12	24				6								49
20.0 DESIGN SERVICES DURING CONSTRUCTION	8	6						24	8			4	16								66
21.0 AS-BUILT DRAWINGS	3											8									11
Summary of Hours	155	208	10	40	30		152	215	193	105	105	122	422			8	2	2	3	1	1773
Summary of Raw Labor Expense	\$7,711.25	\$10,712.00	\$530.00	\$1,860.00	\$1,185.00		\$5,320.00	\$8,492.50	\$4,732.36	\$2,940.00	\$3,097.50	\$4,819.00	#####			\$298.40	\$63.00	\$30.00	\$126.00	\$53.50	
9%																					
TOTAL LABOR HOURS																					1773
TOTAL RAW LABOR EXPENSES																					\$63,786.51

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SLC_BKS_1
Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50		
1.1 Management of the Design Effort	1																				1	
1.2 Schedule																						
1.3 Coordination with the Contractor	2	2																			4	
1.4 Coordination with UDOT and the Local Partners	3																				3	
1.5 Public Communications																						
2.0 QUALITY CONTROL	0.25	1	0.25																		1.5	
3.0 SURVEYING AND MAPPING																						
4.0 DEVELOP PLANS																						
5.0 RIGHT-OF-WAY																						
6.0 PERMITS																						
7.0 DESIGN CRITERIA		1										1									2	
8.0 GEOTECHNICAL																						
9.0 EARTHWORK AND GRADING																						
10.0 STRUCTURAL DESIGN		2							8				10								20	
11.0 DRAINAGE																						
12.0 UTILITIES																						
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																						
14.0 ENVIRONMENTAL COMMITMENTS																						
15.0 LANDSCAPING AND IRRIGATION																						
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																						
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS																						
18.0 VALUE ENGINEERING/COST SAVING MEASURES																						
19.0 QUANTITIES		1							3												4	
20.0 DESIGN SERVICES DURING CONSTRUCTION		6																			6	
21.0 AS-BUILT DRAWINGS	0.25	1																			1.25	
Summary of Hours	6.5	14	0.25						11			1	10								42.75	
Summary of Raw Labor Expense	\$323.38	\$721.00	\$13.25						\$269.72			\$39.50	\$280.00									
	15%																					
TOTAL LABOR HOURS																					42.75	
TOTAL RAW LABOR EXPENSES																					\$1,646.85	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SLC_MUP_1
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50		
1.0 ADMINISTRATION																						
1.1 Management of the Design Effort	36	12															2	2	3	0.5	55.5	
1.2 Schedule	8																				8	
1.3 Coordination with the Contractor	20	24																			44	
1.4 Coordination with UDOT and the Local Partners	32							5													37	
1.5 Public Communications	8																				8	
2.0 QUALITY CONTROL		12	8	24	36											12					92	
3.0 SURVEYING AND MAPPING								6	3				32								41	
4.0 DEVELOP PLANS	16	10						40	60	65		50	130								371	
5.0 RIGHT-OF-WAY																						
6.0 PERMITS	8							12													20	
7.0 DESIGN CRITERIA	6	6						12													24	
8.0 GEOTECHNICAL																						
9.0 EARTHWORK AND GRADING	4	1						16	8	8		50									87	
10.0 STRUCTURAL DESIGN																						
11.0 DRAINAGE	4			8				24		24			8								68	
12.0 UTILITIES	3								10			30	8								51	
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																						
14.0 ENVIRONMENTAL COMMITMENTS	1								2												3	
15.0 LANDSCAPING AND IRRIGATION	1						16	8													25	
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	10							10													20	
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	10							45	60	60		60	180								415	
18.0 VALUE ENGINEERING/COST SAVING MEASURES	5	5						8													18	
19.0 QUANTITIES	5							8	20				10								43	
20.0 DESIGN SERVICES DURING CONSTRUCTION	16	16						30		12		4	16								94	
21.0 AS-BUILT DRAWINGS	3											6									9	
Summary of Hours	196	86	8	32	36		16	224	163	169		200	384			12	2	2	3	0.5	1533.5	
Summary of Raw Labor Expenses	\$9,751.00	\$4,429.00	\$424.00	\$1,488.00	\$1,422.00		\$560.00	\$8,848.00	\$3,996.76	\$4,732.00		\$7,900.00	#####			\$447.60	\$63.00	\$30.00	\$126.00	\$26.75		
13%																						
TOTAL LABOR HOURS																				1533.5		
TOTAL RAW LABOR EXPENSES																				\$54,996.11		

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SLC_OP_1
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kottler	Gershaw Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	40																4	4	4	1	53
1.2 Schedule	32																				32
1.3 Coordination with the Contractor	60	60																			120
1.4 Coordination with UDOT and the Local Partners	40	40																			80
1.5 Public Communications	8																				8
2.0 QUALITY CONTROL	16	24	8	16	20											8					92
3.0 SURVEYING AND MAPPING	4							4								28					36
4.0 DEVELOP PLANS	8							40		40		50	50								188
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	8	45						8				8									69
8.0 GEOTECHNICAL	4	20																			24
9.0 EARTHWORK AND GRADING	8									40		80									128
10.0 STRUCTURAL DESIGN		8																			8
11.0 DRAINAGE	4			8				16	24												52
12.0 UTILITIES	8									24		24									56
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC	4	16													20						40
14.0 ENVIRONMENTAL COMMITMENTS	1								2												3
15.0 LANDSCAPING AND IRRIGATION	4																				4
16.0 DESIGN AND CONSTRUCTABILITY REVIEW		32						24													80
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	16	20						80		80		60	90								346
18.0 VALUE ENGINEERING/COST SAVING MEASURES	16	80																			96
19.0 QUANTITIES	8							12		24											44
20.0 DESIGN SERVICES DURING CONSTRUCTION	16	45																			61
21.0 AS-BUILT DRAWINGS	3											12									15
Summary of Hours	332	390	8	24	20			184	26	208		234	168		20	8	4	4	4	1	1635
Summary of Raw Labor Expenses	\$16,517.00	\$20,085.00	\$424.00	\$1,116.00	\$790.00			\$7,268.00	\$637.52	\$5,824.00		\$9,243.00	\$4,704.00		\$700.00	\$298.40	\$126.00	\$60.00	\$168.00	\$53.50	
TOTAL LABOR HOURS																					1635
TOTAL RAW LABOR EXPENSES																					\$68,014.42

Civil Science, Inc.
HOURLY DERIVATION and LABOR COST
SOJ_BKL_2
Expedited Design (includes SOJ_BKL_4 & SOJ_BKL_5)

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																	0.5	0.5		1.5
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	1																				1
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.5	1																	1.5
3.0 SURVEYING AND MAPPING													0.5								0.5
4.0 DEVELOP PLANS	1							0.5				3.5	12								17
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA												1									1
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	1																				1
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1								2			6	19								28
18.0 VALUE ENGINEERING/COST SAVING MEASURES												0.5									0.5
19.0 QUANTITIES												1	2								3
20.0 DESIGN SERVICES DURING CONSTRUCTION												2									2
21.0 AS-BUILT DRAWINGS												0.25									0.25
Summary of Hours	6		0.5	1					2.5			14.25	33.5					0.5	0.5		58.75
Summary of Raw Labor Expense	\$298.50		\$26.50	\$46.50					\$61.30			\$562.88	\$938.00					\$7.50	\$21.00		
10%																					
TOTAL LABOR HOURS																				58.75	
TOTAL RAW LABOR EXPENSES																				\$1,962.18	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SOJ_BKL_6
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50		
1.1 Management of the Design Effort	0.5																	0.5	0.5		1.5	
1.2 Schedule																						0.25
1.3 Coordination with the Contractor	0.25																					0.25
1.4 Coordination with UDOT and the Local Partners	0.25																					0.25
1.5 Public Communications																						
2.0 QUALITY CONTROL				0.25																		0.25
3.0 SURVEYING AND MAPPING																						
4.0 DEVELOP PLANS								0.25				1	4									5.25
5.0 RIGHT-OF-WAY																						
6.0 PERMITS																						
7.0 DESIGN CRITERIA												0.5										0.5
8.0 GEOTECHNICAL																						
9.0 EARTHWORK AND GRADING																						
10.0 STRUCTURAL DESIGN																						
11.0 DRAINAGE																						
12.0 UTILITIES																						
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																						
14.0 ENVIRONMENTAL COMMITMENTS																						
15.0 LANDSCAPING AND IRRIGATION																						
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																						
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS												1	4									5
18.0 VALUE ENGINEERING/COST SAVING MEASURES																						
19.0 QUANTITIES												0.25	0.5									0.75
20.0 DESIGN SERVICES DURING CONSTRUCTION												1										1
21.0 AS-BUILT DRAWINGS												0.25										0.25
Summary of Hours	1			0.25					0.25			4	8.5					0.5	0.5			15
Summary of Raw Labor Expense	\$49.75			\$11.63					\$6.13			\$158.00	\$238.00					\$7.50	\$21.00			
	7%																					
TOTAL LABOR HOURS																					15	
TOTAL RAW LABOR EXPENSES																					\$492.01	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SOJ_BKL_7
Expedited Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.1 Management of the Design Effort	0.5																	0.5	0.5		1.5
1.2 Schedule	0.5																				0.5
1.3 Coordination with the Contractor	0.5																				0.5
1.4 Coordination with UDOT and the Local Partners	0.5																				0.5
1.5 Public Communications	0.5																				0.5
2.0 QUALITY CONTROL			0.25	0.25																	0.5
3.0 SURVEYING AND MAPPING																					
4.0 DEVELOP PLANS									0.5			0.5	4								5
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA																					
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING																					
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE																					
12.0 UTILITIES																					
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																					
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS								0.5				1	6								7.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES																					
19.0 QUANTITIES												0.25	1								1.25
20.0 DESIGN SERVICES DURING CONSTRUCTION												1									1
21.0 AS-BUILT DRAWINGS												0.25									0.25
Summary of Hours	2.5		0.25	0.25					1			3	11					0.5	0.5		19
Summary of Raw Labor Expense	\$124.38		\$13.25	\$11.63					\$24.52			\$118.50	\$308.00					\$7.50	\$21.00		
	13%																				
TOTAL LABOR HOURS																				19	
TOTAL RAW LABOR EXPENSES																				\$628.77	

Civil Science, Inc.

CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
SSL_MUP_2

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	52	\$49.75	\$2,587.00
AJ Yates	5	\$51.50	\$257.50
Kyle Comer	2	\$53.00	\$106.00
Jay Meacham	5	\$46.50	\$232.50
Brandon Weight	6	\$39.50	\$237.00
Chris Maples		\$33.50	
Mark Brailsford	12	\$35.00	\$420.00
Justin Jones	58.5	\$39.50	\$2,310.75
Jacob Elder	11	\$24.52	\$269.72
Nick Bjorkman	38	\$28.00	\$1,064.00
David Viets		\$29.50	
Jake Wilder	33	\$39.50	\$1,303.50
Todd Kitchen	61	\$28.00	\$1,708.00
Greg Perkins		\$34.10	
Kevin Clapper		\$35.00	
Dodd Greer	2	\$37.30	\$74.60
JaNae Kotter	1	\$31.50	\$31.50
Gershawn Delimont	1	\$15.00	\$15.00
Francois Dupuis	2	\$42.00	\$84.00
Craig Swenson	0.5	\$53.50	\$26.75
TOTAL	290		\$10,727.82
Overhead Rate / Overhead Amount		181.43%	\$19,463.48
Subtotal			\$30,191.30
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$3,622.96
Total Labor			\$33,814.26

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	315	\$171.68
Direct Expenses			\$171.68

SUBCONSULTANT(S) EXPENSE

Perigee	\$	6,765.65
FFKR		\$5,000.00
Michael Baker		
Terracon		
Total Subconsultant		\$11,765.65
TOTAL COSTS		\$45,751.59

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
SSL_MUP_2
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	8																1	1	2	0.5	12.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	4	3																			7
1.4 Coordination with UDOT and the Local Partners	8							3.5													11.5
1.5 Public Communications	3												1								4
2.0 QUALITY CONTROL			2	4	6											2					14
3.0 SURVEYING AND MAPPING	1							2	2					12							17
4.0 DEVELOP PLANS	4							10		4				20							38
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	3	1						3													7
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING	2							4				20									26
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE	1			1				5		16											23
12.0 UTILITIES	1							1		4		8	4								18
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC									1												1
14.0 ENVIRONMENTAL COMMITMENTS																					
15.0 LANDSCAPING AND IRRIGATION	1						12	6													19
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	6							6													12
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	2							8	8	8		2	24								52
18.0 VALUE ENGINEERING/COST SAVING MEASURES	1	1						2													4
19.0 QUANTITIES	1							2		6											9
20.0 DESIGN SERVICES DURING CONSTRUCTION	3							6													9
21.0 AS-BUILT DRAWINGS	1											3									4
Summary of Hours	52	5	2	5	6		12	58.5	11	38		33	61			2	1	1	2	0.5	290
Summary of Raw Labor Expenses	\$2,587.00	\$257.50	\$106.00	\$232.50	\$237.00		\$420.00	\$2,310.75	\$269.72	\$1,064.00		\$1,303.50	\$1,708.00			\$74.60	\$31.50	\$15.00	\$84.00	\$26.75	
18%																					
TOTAL LABOR HOURS																					290
TOTAL RAW LABOR EXPENSES																					\$10,727.82

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
 SUCo_BKS_1
 Field Support

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Grear	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours	
1.0 ADMINISTRATION																						
1.1 Management of the Design Effort	1																					1
1.2 Schedule																						
1.3 Coordination with the Contractor	2	1																				3
1.4 Coordination with UDOT and the Local Partners	4																					4
1.5 Public Communications																						
2.0 QUALITY CONTROL	0.25	0.5	0.25																			1
3.0 SURVEYING AND MAPPING																						
4.0 DEVELOP PLANS																						
5.0 RIGHT-OF-WAY																						
6.0 PERMITS																						
7.0 DESIGN CRITERIA		0.5										1										1.5
8.0 GEOTECHNICAL																						
9.0 EARTHWORK AND GRADING																						
10.0 STRUCTURAL DESIGN		2							7				10									19
11.0 DRAINAGE																						
12.0 UTILITIES																						
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																						
14.0 ENVIRONMENTAL COMMITMENTS																						
15.0 LANDSCAPING AND IRRIGATION																						
16.0 DESIGN AND CONSTRUCTABILITY REVIEW																						
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS		0.5							4													4.5
18.0 VALUE ENGINEERING/COST SAVING MEASURES																						
19.0 QUANTITIES									3													3
20.0 DESIGN SERVICES DURING CONSTRUCTION		6																				6
21.0 AS-BUILT DRAWINGS	0.25	1																				1.25
Summary of Hours	7.5	11.5	0.25						14			1	10									44.25
Summary of Raw Labor Expenses	\$373.13	\$592.25	\$13.25						\$343.28			\$39.50	\$280.00									
	17%																					
TOTAL LABOR HOURS																					44.25	
TOTAL RAW LABOR EXPENSES																					\$1,641.41	

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
WEJ_RRX_2
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brallsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	4																1	1	1	0.5	7.5
1.2 Schedule	2																				2
1.3 Coordination with the Contractor	4																				4
1.4 Coordination with UDOT and the Local Partners	4							3													7
1.5 Public Communications	3																				3
2.0 QUALITY CONTROL		4	1	2	5											2					14
3.0 SURVEYING AND MAPPING	0.5							2	1				7								10.5
4.0 DEVELOP PLANS								6	3				8								17
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	1							2													3
8.0 GEOTECHNICAL																					
9.0 EARTHWORK AND GRADING	1							2				8									11
10.0 STRUCTURAL DESIGN																					
11.0 DRAINAGE	0.5							5	3												8.5
12.0 UTILITIES	1											4									5
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS	0.25								1												1.25
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	7																				7
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	1							4	16				32								53
18.0 VALUE ENGINEERING/COST SAVING MEASURES	1							1													2
19.0 QUANTITIES								1	4												5
20.0 DESIGN SERVICES DURING CONSTRUCTION	2							3													5
21.0 AS-BUILT DRAWINGS												2									2
Summary of Hours	32.25	4	1	2	5			29	28			14	47			2	1	1	1	0.5	167.75
Summary of Raw Labor Expense	\$1,604.44	\$206.00	\$53.00	\$93.00	\$197.50			\$1,145.50	\$686.56			\$553.00	\$1,316.00			\$74.60	\$31.50	\$15.00	\$42.00	\$26.75	
	19%																				
TOTAL LABOR HOURS																					167.75
TOTAL RAW LABOR EXPENSES																					\$6,044.85

Civil Science, Inc.

CONSULTANT COST PROPOSAL - UTA TIGER Grant Program
WVC_BKL_5

DIRECT LABOR EXPENSES

LABOR DESCRIPTION	HOURS	PAY RATE \$/HR.	AMOUNT \$
AndyKitchen	157.5	\$49.75	\$7,835.63
AJ Yates	77	\$51.50	\$3,965.50
Kyle Comer	4	\$53.00	\$212.00
Jay Meacham	38	\$46.50	\$1,767.00
Brandon Weight	22	\$39.50	\$869.00
Chris Maples		\$33.50	
Mark Brailsford		\$35.00	
Justin Jones	209	\$39.50	\$8,255.50
Jacob Elder	205	\$24.52	\$5,026.60
Nick Bjorkman	92	\$28.00	\$2,576.00
David Viets		\$29.50	
Jake Wilder	205	\$39.50	\$8,097.50
Todd Kitchen	223	\$28.00	\$6,244.00
Greg Perkins		\$34.10	
Kevin Clapper		\$35.00	
Dodd Greer	8	\$37.30	\$298.40
JaNae Kotter	2	\$31.50	\$63.00
Gershawn Delimont	2	\$15.00	\$30.00
Francois Dupuis	1.5	\$42.00	\$63.00
Craig Swenson	0.5	\$53.50	\$26.75
TOTAL	1246.5		\$45,329.88
Overhead Rate / Overhead Amount		181.43%	\$82,241.99
Subtotal			\$127,571.87
Fixed Fee Rate / Fixed Fee Amount		12.00%	\$15,308.62
Total Labor			\$142,880.49

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	\$ AMOUNT
Lodging (Conus Rate)	\$91.00	-	
Full Day Per Diem (Conus Rate)	\$51.00	-	
Partial Day Per Diem (Conus Rate)	\$38.25	-	
Company Vehicle Mileage @ 53.5 Cents	\$0.545	890	\$485.05
Direct Expenses			\$485.05

SUBCONSULTANT(S) EXPENSE

Perigee	\$	10,027.00
FFKR		
Michael Baker		
Terracon		\$8,048.20
Total Subconsultant		\$18,075.20
TOTAL COSTS		\$161,440.74

PREPARED BY: A. Kitchen

Civil Science, Inc.
HOUR DERIVATION and LABOR COST
WVC_BKL_5
Full Design

	Andy Kitchen	AJ Yates	Kyle Comer	Jay Meacham	Brandon Weight	Chris Maples	Mark Brailsford	Justin Jones	Jacob Elder	Nick Bjorkman	David Viets	Jake Wilder	Todd Kitchen	Greg Perkins	Kevin Clapper	Dodd Greer	JaNae Kotter	Gershawn Delmont	Francois Dupuis	Craig Swenson	Total Number of Hours
	\$49.75	\$51.50	\$53.00	\$46.50	\$39.50	\$33.50	\$35.00	\$39.50	\$24.52	\$28.00	\$29.50	\$39.50	\$28.00	\$34.10	\$35.00	\$37.30	\$31.50	\$15.00	\$42.00	\$53.50	
1.0 ADMINISTRATION																					
1.1 Management of the Design Effort	48																2	2	1.5	0.5	54
1.2 Schedule	4																				4
1.3 Coordination with the Contractor	8	8																			16
1.4 Coordination with UDOT and the Local Partners	11.5							3													14.5
1.5 Public Communications	5												3								8
2.0 QUALITY CONTROL	2	20	4	14	22											8					70
3.0 SURVEYING AND MAPPING	2							3	3				24								32
4.0 DEVELOP PLANS	8							28	30	30		16	40								152
5.0 RIGHT-OF-WAY																					
6.0 PERMITS																					
7.0 DESIGN CRITERIA	4	3						16				16									39
8.0 GEOTECHNICAL	2							8													10
9.0 EARTHWORK AND GRADING	12							40				70									122
10.0 STRUCTURAL DESIGN		16							40												56
11.0 DRAINAGE	4			24				16	60				16								120
12.0 UTILITIES	3									12		50	16								81
13.0 STAGING PLANS AND MAINTENANCE OF TRAFFIC																					
14.0 ENVIRONMENTAL COMMITMENTS	1								2												3
15.0 LANDSCAPING AND IRRIGATION																					
16.0 DESIGN AND CONSTRUCTABILITY REVIEW	16							16													32
17.0 CONSTRUCTION DRAWINGS AND SPECIFICATIONS	8	16						40	40	50		45	100								299
18.0 VALUE ENGINEERING/COST SAVING MEASURES	4	8						8													20
19.0 QUANTITIES	4							8	20				8								40
20.0 DESIGN SERVICES DURING CONSTRUCTION	8	6						23	10				16								63
21.0 AS-BUILT DRAWINGS	3											8									11
Summary of Hours	157.5	77	4	38	22			209	205	92		205	223			8	2	2	1.5	0.5	1246.5
Summary of Raw Labor Expense	\$7,835.63	\$3,965.50	\$212.00	\$1,767.00	\$869.00			\$8,255.50	\$5,026.60	\$2,576.00		\$8,097.50	\$6,244.00			\$298.40	\$63.00	\$30.00	\$63.00	\$26.75	
13%																					
TOTAL LABOR HOURS																					1246.5
TOTAL RAW LABOR EXPENSES																					\$45,329.88

Exhibit C – Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the 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 underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.2%**. A separate contract goal of **3.0 % DBE participation** has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph** (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[**Bidders**][**Offerors**] must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative 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.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 U.S.C. 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 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA ACCESS

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018
CONTACT PERSON:	Bart Simmons, Senior Contracts Counsel
SUBJECT:	Resolution R2018-05-08 Approving Contract for Sale and Purchase of Natural Gas
BACKGROUND:	Effective May 8, 2018, the Board of Trustees is required to approve all contracts exceeding \$200,000. The attached contract is for the supply of natural gas to the Authority's compressed natural gas fueling facility and to several large operations buildings. It is a requirements contract for which competitive unit price proposals were obtained for a five-year period. Based on the Authority's five year anticipated needs, the estimated value of the contract is \$1,429,584.
PREFERRED ALTERNATIVE:	Approve.
EXHIBITS:	<ul style="list-style-type: none">• R2018-05-08: Natural Gas Fuel Supplier Contract• Contract Routing Sheet• Exhibit A – Professional Services Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF A CONTRACT FOR SALE AND
PURCHASE OF NATURAL GAS**

R2018-5-08

May 23, 2018

WHEREAS, Utah Transit Authority (the "Authority") is a 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 Authority, on a periodic basis, competitively procures the natural gas supply for its compressed natural gas fueling facility and for several large operations buildings; and

WHEREAS, in furtherance of this objective, the Authority conducted a public contract solicitation seeking technical proposals and pricing for its estimated natural gas supply needs for the upcoming five years; and

WHEREAS, the technical proposal and pricing submitted by Summit Energy, LLC was determined by the Authority to constitute the best value; and

WHEREAS, the Authority has prepared the attached Contract for Sale and Purchase of Natural Gas (the "Agreement") based on the technical proposal and pricing submitted by Summit Energy; and

WHEREAS, the Authority's estimated expenditures for the planned five-year duration of the Agreement is \$1,429,584.

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

1. That the Board hereby approves the Agreement prepared between the Authority and Summit Energy, LLC.
2. The Board authorizes the Executive Director and his or her designee(s) to execute the Agreement in substantially the same form as that attached as Exhibit A to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the Agreement.
4. That the corporate seal be attached hereto.

Approved and adopted this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel



CONTRACT ROUTING SHEET

CONTRACT SECTION

1) Contract No. **18-2549PP** (Assigned by Purchasing) Contract Administrator: **Pat Postell**

2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option F. Other G. Renewal H. Services I. Task Orders

3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQ (Qualification)
 RFP (Best-value) Sole source Other: _____

4) Contract Title **Natural Gas Fuel Supplier**

5) Description (of contract/project)
Suppliers natural gas to UTA buildings and CNG Fuel Buling

6) Contractor Name **Summit Energy, LLC**

7) Effective Dates Beginning: **07/01/18** Ending: **06/30/23**

8) Option to renew? Yes No Renewal terms

FINANCIAL SECTION

9) Contract Amount **Est \$1,429,584** Is the amount an estimate? Yes No
(Estimate if per transaction cost)

9a) If estimated, how was the estimate calculated?

\$287,916.80 per year times 5 years = \$1,429,584. Calculated based on prior years usage of 123,240 MMBtu's per year.

10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring

11) Account Code **3400.50400.15/3800.50541.9** Capital Project Code _____

12) Budgeted? Yes No Budget amount: _____

13) Will this contract require support from another department? Yes No

14) If so, is the other department(s) aware of this contract and the required support? Yes No

SIGNATURE SECTION

15) Legal Counsel has determined this contract requires a signature from the Executive Director. Yes

16) If box 2a or 2c is checked has the Qualified Health Insurance Certificate been verified? Yes No

17) The attached contract has been reviewed and is approved as to form.

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<div style="border: 1px solid black; padding: 2px;">BWS</div>	<u>Signed on Contract</u> ^{Needs Board Approval} Bart Simmons
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<div style="border: 1px solid black; padding: 2px;">BWS</div>	<u>Bryan Steele</u> Bryan Steele
18) Approval Signatures:			
Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; padding: 2px;">EJG</div>	<u>Greg Thorpe</u> Greg Thorpe
Director, Sr. Manager, SGM, RGM, or Chief/VP <i>(Required up to \$50,000)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<u>Steve Meyer</u> Steve Meyer
Chief/VP <i>(Required up to \$100,000)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<u>Mary DeLoretto</u> Mary DeLoretto
Executive Director <i>(Required over \$100,000)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<u>Steve Meyer</u> Steve Meyer
Board Approval <i>(Required over \$200,000)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<u>Print Name</u>

Dominion Energy Utah
Western Gas Distribution
1140 West 200 South, Mailstop DNR 240
Salt Lake City, UT 84145-0360
Via e-mail
[Jim Grambihler@questar.com](mailto:Jim.Grambihler@questar.com)

Date: **May 16, 2018**

To whom it may concern:

I am the Interim Executive Director for Utah Transit Authority, Account No.'s 1409830000; 2852240000; 554600000; 7292702790; 8013340000; 8402105352; 8573010000; and 9386173213. Pursuant to paragraph 4 of the QuestLine™ Access Agreement between Questar Gas Company dba Dominion Energy Utah, Dominion Energy Wyoming, and Dominion Energy Idaho (Dominion Energy) and Utah Transit Authority, I hereby provide Dominion Energy with written notice of changes to the marketer/gas supplier for Utah Transit Authority. I have attached a replacement "Exhibit B" that identifies Summit Energy, LLC as the new marketer/gas supplier.

I represent and warrant that I have full legal capacity, power and authority act on behalf of and bind Utah Transit Authority.

Sincerely,

Signature

Print Name: Steve Meyer

Interim Executive Director

Title
Effective Date:

Signature

Print Name: Mary DeLoretto

Sr. Program Manager

Exhibit B

The following is the designated marketer/gas supplier for Utah Transit Authority,
Summit Energy, LLC

Company: Summit Energy, LLC
Contact Person: Bruce Rigby
Address: 201 S Main 20th Floor
Salt Lake City, UT 84111

Telephone: 435-940-9001
Facsimile: 435-940-9002
Email: bruce@summitcorp.net

The person signing this Exhibit B represents and warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

Print Name Steve Meyer
Title Interim Executive Director
Effective Date

**POINTS OF CONTACT
CONTRACT 18-2549PP**

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **1409830000 Utah Transit Authority**
 Address: **2200 S 900 W**
 City, State, Zip: **South Salt Lake City, UT 84119**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Dallan Ward	DWard@rideuta.com	801-352-6745	801-514-0311		801-514-0311
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **7291701790 Utah Transit Authority**
 Address: **500 W 900 N**
 City, State, Zip: **Salt Lake City, UT 84116**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Clay Mecham	ClMecham@rideuta.com	801-287-3092	801-310-4401		801-310-4401
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

	Interruption Contacts	Email	Day Phone	Night Phone	Fax	Mobile Phone
1 st	Clay Mecham	ClMecham@rideuta.com	801-287-3092	801-310-4401		801-310-4401
2 nd	Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361
3 rd						

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **8402105352 UTA CNG**
 Address: **412 S 700 West**
 City, State, Zip: **Salt Lake City, UT 84101**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Chris Eisert	CEisert@rideuta.com	801-237-1967	801-897-4323		801-897-4323
Dean Klebenow	DKlebenow@rideuta.com	801-287-3197	801-503-2065		801-503-2065

Greg Thorpe	GThorpe@rideuta.com	801-287-2572			801-455-9460
Clay Mecham	CMecham@rideuta.com	801-287-3092	801-310-4401		801-310-4401
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

	Interruption Contacts	Email	Day Phone	Night Phone	Fax	Mobile Phone
1 st	Chris Eisert	CEisert@rideuta.com	801-237-1967	801-897-4323		801-897-4323
2 nd	Clay Mecham	CMecham@rideuta.com	801-287-3092	801-310-4401		801-310-4401
3 rd	Dean Klebenow	DKlebenow@rideuta.com	801-287-3197	801-503-2065		801-503-2065
4 th	Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Company: **UTAH TRANSIT AUTHORITY**
SAID: **9386273213**
Address: **6960 S 590 W**
City, State, Zip: **Midvale, UT 84047**
SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Dallan Ward	DWard@rideuta.com	801-352-6745	801-514-0311		801-514-0311
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

	Interruption Contacts	Email	Day Phone	Night Phone	Fax	Mobile Phone
1 st	Dallan Ward	DWard@rideuta.com	801-352-6745	801-514-0311		801-514-0311
2 nd	Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361
3 rd						

Company: **UTAH TRANSIT AUTHORITY**
SAID: **554640000 Utah Transit Authority**
Address: **135 W 17th St**
City, State, Zip: **Ogden, UT**
SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Clay Mecham	CLmecham@rideuta.com	801-287-3068	801-310-4401		801-310-4401
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **2851140000 Utah Transit Authority**
 Address: **3610 S 900 W**
 City, State, Zip: **South Salt Lake, UT**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Rod Wilson	ROWilson@rideuta.com	801-287-4627	801-830-7471		801-830-7471
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **8013340000 Utah Transit Authority**
 Address: **3600 S 700 W 8 (Office Facility)**
 City, State, Zip: **South Salt Lake, UT**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Rod Wilson	ROWilson@rideuta.com	801-287-4627	801-830-7471		801-830-7471
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Company: **UTAH TRANSIT AUTHORITY**
 SAID: **8573010000 Utah Transit Authority**
 Address: **1110 South Geneva Rd**
 City, State, Zip: **Orem, UT**
 SIC Code: **4111 LOCAL & SUBURBAN TRANSIT**
 Account Rep: **Jim Grambihler**

Contact Name	Email	Day Phone	Night Phone	Fax	Mobile Phone
Johnny Johnson	JJohnson@rideuta.com	801-287-3051	801-557-7637		801-557-7637
Kevin Anderson	KAnderson@rideuta.com	801-287-3026	801-310-8361		801-310-8361

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: May 7, 2018

The parties to this Base Contract are the following:

PARTY A	PARTY NAME	PARTY B
Summit Energy, LLC		Utah Transit Agency
201 S Main, 20 th Floor Salt Lake City, UT 84111	ADDRESS	669 South 200 West Salt Lake City, UT 84101
<u>summitcorp.net</u>	BUSINESS WEBSITE	www.rideuta.com
	CONTRACT NUMBER	18-2549PP
159859586	D-U-N-S® NUMBER	
<input checked="" type="checkbox"/> US FEDERAL: 84-1404868 <input type="checkbox"/> OTHER	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: <input type="checkbox"/> STATE
Utah	JURISDICTION OF ORGANIZATION	Utah
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other	COMPANY TYPE	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other Public Transit District
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Operations</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>roose@le-cos.com</u>	• COMMERCIAL	ATTN: <u>GREGTHORPE</u> TEL#: 801-741-8811 FAX#: _____ EMAIL: <u>gthorpe@rideuta.com</u>
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Operations</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>roose@le-cos.com</u>	• SCHEDULING	ATTN: <u>Chris Eisert</u> TEL#: 801-287-1963 FAX#: _____ EMAIL: <u>ceisert@rideuta.com</u>
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Contract Administration</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>bruce@summitcorp.net</u>	• CONTRACT AND LEGAL NOTICES	ATTN: <u>Pat Postell</u> TEL#: 801-237-3060 FAX#: _____ EMAIL: <u>ppostell@rideuta.com</u>
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Credit Department</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>sbrewer@le-cos.com</u>	• CREDIT	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Contract Administration</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>bruce@summitcorp.net</u>	• TRANSACTION CONFIRMATIONS	ATTN: <u>Kevin Anderson</u> TEL#: 801-237-3026 FAX#: _____ EMAIL: <u>kanderson@rideuta.com</u>
ACCOUNTING INFORMATION		
201 S Main, Salt Lake City, UT 84111 ATTN: <u>Credit Department</u> TEL#: 435-940-9001 FAX#: 435-940-9002 EMAIL: <u>sbrewer@le-cos.com</u>	• INVOICES • PAYMENTS • SETTLEMENTS	ATTN: <u>Troy Bingham</u> TEL#: 801-287-2380 FAX#: _____ EMAIL: <u>Tbingham@rideuta.com</u>
BANK: <u>Zions Bank, One South Main, Salt Lake City, UT 84133</u> ABA: <u>124000054</u> ACCT: <u>002277093</u> OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: <u>Zions Bank, One South Main, Salt Lake City, UT 84133</u> ABA: <u>124000054</u> ACCT: <u>002277093</u> OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<p>Section 1.2 <input checked="" type="checkbox"/> Oral (default) Transaction Procedure <input type="checkbox"/> Written</p>	<p>Section 10.2 <input checked="" type="checkbox"/> No Additional Events of Default (default) Additional Events of Default <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default Specified Transactions. _____</p>
<p>Section 2.7 <input checked="" type="checkbox"/> 2 Business Days after receipt (default) Confirm Deadline <input type="checkbox"/> _____ Business Days after receipt</p>	
<p>Section 2.8 <input checked="" type="checkbox"/> Seller (default) Confirming Party <input type="checkbox"/> Buyer <input type="checkbox"/> _____</p>	
<p>Section 3.2 <input checked="" type="checkbox"/> Cover Standard (default) Performance Obligation <input type="checkbox"/> Spot Price Standard</p>	<p>Section 10.3.1 <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early Termination Damages <input type="checkbox"/> Early Termination Damages Do Not Apply</p>
<p>Note: The following Spot Price Publication applies to both of the immediately preceding.</p>	
<p>Section 2.31 <input checked="" type="checkbox"/> Gas Daily Midpoint (default) Spot Price Publication <input type="checkbox"/> _____</p>	<p>Section 10.3.2 <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement Setoffs <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply</p>
<p>Section 6 <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) Taxes <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	
<p>Section 7.2 <input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) Payment Date <input type="checkbox"/> Day of Month following Month of delivery</p>	<p>Section 15.5 _____ <u>Utah</u> Choice Of Law</p>
<p>Section 7.2 <input type="checkbox"/> Wire transfer (default) Method of Payment <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check</p>	<p>Section 15.10 <input type="checkbox"/> Confidentiality applies (default) Confidentiality <input type="checkbox"/> Confidentiality does not apply</p>
<p>Section 7.7 <input checked="" type="checkbox"/> Netting applies (default) Netting <input type="checkbox"/> Netting does not apply</p>	
<p><input type="checkbox"/> Special Provisions Number of sheets attached: _____ <input type="checkbox"/> Addendum(s): _____</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Summit Energy, LLC	<small>PARTY NAME</small>	Customer Name
By: _____	<small>SIGNATURE</small>	By: _____
Bruce Rigby	<small>PRINTED NAME</small>	Steve Meyer
Vice President, Marketing	<small>TITLE</small>	Interim Executive Director

By: _____ Mary DeLoretto

Approved as to form

UTA Legal Counsel

General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties, provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day, provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

- 3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case, and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract, and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum, or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch, or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed, provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

EXHIBIT A
TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: May 7, 2018 Transaction Confirmation #	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated May 7, 2018. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: Summit Energy, LLC 201 S Main, 20 th Floor Salt Lake City, UT 84111 Attn: Bruce Rigby Phone: 801-787-8698 Fax: 435-940-9002 Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: Utah Transit Authority 669 South 200 West Salt Lake City, UT 84101 Attn: Pat Postell Phone: 801-287-3080 Fax: _____ Base Contract No. <u>18-2549PP</u> Transporter: _____ Transporter Contract Number: _____	
Contract Price: Inside FERC Northwest Rockies Monthly index minus \$0.02/MMBtu.		
Delivery Period: Begin: <u>July 1, 2018</u> End: <u>June 30, 2023</u>		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): <u>ALL</u> MMBtus/day Minimum <u>ALL</u> MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): <u>Dominion Energy City Gate(s)</u>		
(If a pooling point is used, list a specific geographic and pipeline location) _____		
Special Conditions:		
Contract Price does not include Dominion Pipeline transportation, Dominion Pipeline fuel and Dominion Energy Fuel. A fee of \$0.026/MMBtu will be added for covering daily imbalance fees. Seller will reimburse any penalties charged by Dominion Energy, as long as Firm Demand contracts are sufficiently set up by Buyer. Seller shall perform gas nominations on behalf of Buyer. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of Utah Transit Authority to Transit District of Utah, but provides that UTA shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the Parties acknowledge that any such name change, or lack thereof will only pertain to UTA's name, and will not affect the duties and obligations of the parties set forth in this Agreement or otherwise.		
Seller: <u>Summit Energy, LLC</u> By: _____ Title: _____ Date: _____	Buyer: <u>Utah Transit Authority</u> By: _____ Title: <u>Interim Executive Director</u> Date: <u>May 9, 2018</u>	

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 23, 2018												
CONTACT PERSON:	Bob Biles, Vice President Finance												
SUBJECT:	Resolution R2018-05-09 Granting Contract and Expenditure Authority												
BACKGROUND:	<p>Section 17B-2a-808.1 of the Public District Transit Act requires the board of trustees of a large public transit district to review and approve any contract or expense exceeding \$200,000 or any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000.</p> <p>The resolution provides interim guidance on each of these matters. Topics covered by section in the resolution are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Section</th> <th style="text-align: center;">Topic</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Repeal of Resolution R2018-04-01</td> </tr> <tr> <td style="text-align: center;">2</td> <td>New contracts approval process</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Change orders approval process</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Disbursements approval process</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Major capital projects</td> </tr> </tbody> </table> <p>The resolution also specifies that Authority staff may not artificially divide contracts, change orders, or expenses to circumvent Board review and approval requirements.</p> <p>The Finance and Audit Committee reviewed a preliminary draft process at their May meeting approved forwarding the following revised resolution to the Board of Trustees for its further discussion and disposition.</p>	Section	Topic	1	Repeal of Resolution R2018-04-01	2	New contracts approval process	3	Change orders approval process	4	Disbursements approval process	5	Major capital projects
Section	Topic												
1	Repeal of Resolution R2018-04-01												
2	New contracts approval process												
3	Change orders approval process												
4	Disbursements approval process												
5	Major capital projects												
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none"> • Approve • Approve with Amendments 												
EXHIBITS:	<ul style="list-style-type: none"> • Resolution R2018-05-09 												

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING CONTRACT AND EXPENDITURE AUTHORITY**

No. R2018-05-09

May 23, 2018

WHEREAS, the Utah Transit Authority (the "Authority") is a 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, Senate Bill 136 requires the Authority's Board of Trustees (the "Board") to review and approve any contract or expense exceeding \$200,000 or any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, these requirements went into place on May 8, 2018 and the Board previously adopted Resolution No. R2018-04-01; and

WHEREAS, the Board is currently structured as a 16-member, part-time body; and

WHEREAS, pursuant to Senate Bill 136, the structure of the Board will be modified to consist of three members, who shall all also be full-time employees of the Authority; and

WHEREAS, the three-member Board contemplated by Senate Bill 136 will not be seated and in place for several months; and

WHEREAS, the Board has the authority to provide for the governance and management of the affairs of the Authority; and

WHEREAS, in order to ensure that the Board is able to effectively manage the affairs of the Authority during this transition period, the Board must delegate the approval responsibilities with respect to certain expenses, contracts, and change orders to a working committee of the Board; and

WHEREAS, the Board desires to provide interim guidance to Authority staff regarding contracting and expenditure authority limits and the process for Board review and approval of contracts and change orders until the Board transition process is complete.

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

1. That Resolution No. R2018-04-01 is hereby superseded.
2. That all Contracts entered into after May 23, 2018 shall conform to the following approval and review process:

- a. The Executive Director is authorized to review and approve all contracts with a value equal to or less than \$200,000.
 - b. Contracts with a value over \$200,000 but less than \$1,000,000 shall be reviewed and approved at a properly noticed regular or special meeting of the Finance and Audit Committee prior to execution. A list of all such approvals will be presented as a consent agenda item at the Board's next regular meeting.
 - c. Contracts with a value of \$1,000,000 or over shall be presented to the Board, with prior review and recommendation from the Board's committee(s), for approval prior to execution.
 - d. The Executive Director is authorized to approve contracts in excess of \$200,000 to meet an urgent need for goods and services and if the Authority will sustain serious injury if the contract is not approved immediately. Any contract authorized by the Executive Director pursuant to this authority shall be presented to the Board at its next regular meeting and the Executive Director shall detail to the Board the reasons for the Executive Director's approval of such contract.
 - e. Authority staff may not artificially divide contracts to circumvent Board review and approval requirements.
3. That all change orders after May 23, 2018 shall conform to the following approval and review process:
- a. As used in this section 3, the term "change order" includes any change orders, contract amendments, or other contract instruments that have the effect of increasing the contract price above that which was identified in the initial contract.
 - b. The Executive Director is authorized to approve any change order if the total value of the contract (inclusive of the initial contract value, all change orders previously approved, and the change order(s) currently proposed for approval) does not exceed \$200,000.
 - c. For contracts with total contract value of more than \$200,000, the Executive Director is also authorized to approve any change order that does not increase total contract price (inclusive of the initial contract price and previously approved change orders) by an amount equal to or more than the lesser of (i) 15% of the then-current contract price; or (ii) \$200,000.
 - d. Except as otherwise provided in subsection 3(b) above and subsection 3(e) below, any proposed change order that would increase such total contract price (above either of the thresholds identified in subsection 3(c)) shall require Board review and approval as follows:
 - i. If the total value of the contract (inclusive of the initial contract value, all change orders previously approved, and the change order(s)

currently proposed for approval) is greater than \$200,000, but less than \$1,000,000, then the proposed change order shall be reviewed and approved at a properly noticed regular or special meeting of the Finance and Audit Committee prior to execution. A list of all such approvals will be presented as a consent item at the Board's next regular meeting.

- ii. If the total value of the contract (inclusive of the initial contract value, all change orders previously approved, and the change order(s) currently proposed for approval) is equal to or more than \$1,000,000, then the proposed change order shall be presented to the Board, with prior review and recommendation from the Board's committee(s), for approval prior to execution.
 - e. Notwithstanding the foregoing, the Executive Director is authorized to approve change orders (that would otherwise require Board review and approval) as necessary to meet an urgent need for goods and services and the Authority will sustain serious injury if the change order is not approved immediately. Any change order authorized by the Executive Director pursuant to this authority shall be presented to the Board at its next regular meeting and the Executive Director shall detail to the Board the reasons for the Executive Director's approval of such change order.
 - f. Authority staff may not artificially divide change orders to circumvent Board review and approval requirements.
4. That all expenses (disbursements) after May 23, 2018 shall conform to the following approval and review process:
- a. The Executive Director is authorized to approve expenses if the payment is for a purpose for which the expenditure has been previously approved by the Board, or for which a contract was in place prior to May 8, 2018, in an amount no greater than the amount authorized. Expenses paid over \$200,000 shall be presented to the Board at its next regular meeting as an informational item.
 - b. That the Executive Director is authorized to approve payments to vendors for the purposes and expenditure ranges described in Exhibit A.
 - c. The Executive Director is authorized to approve all other expenses equal to or less than \$200,000.
 - d. All other proposed expenditures over \$200,000 but less than \$1,000,000 shall be reviewed and approved at a properly regular or special meeting of the Finance and Audit Committee prior to payment. A list of all such approvals will be presented as a consent agenda item at the Board's next regular meeting.

- e. All expenses over \$1,000,000 shall be presented to the Board, with prior review and recommendation from the Board's committee(s), for review and approval prior to payment.
 - f. The Executive Director is authorized to approve expenses in excess of \$200,000 to meet an urgent need for goods and services and the Authority will sustain serious injury if the expense is not approved immediately. Any expense authorized by the Executive Director pursuant to this authority shall be presented to the Board at its next regular meeting and the Executive Director shall detail to the Board the reasons for the Executive Director's approval of such expense.
 - g. Authority staff may not artificially divide expenses to circumvent Board review and approval requirements.
- 5. That the Board may establish a separate approval process for contracts, expenses, and change orders for major capital projects.
 - 6. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.
 - 7. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A
Disbursements Approved for Certain Vendors

Vendor	Purpose	Frequency	Expenditure Range
AON Risk Insurance	Insurance	Quarterly	\$800,000 to \$1,000,000
Cambridge Associates	Pension contributions	Bi-weekly	\$700,000 to \$900,000
Vantagepoint	457 contributions	Monthly	\$600,000 to \$1,400,000
Mutual of America	457 contributions	Monthly	\$400,000 to \$800,000
Select Health	Health insurance	Monthly	\$800,000 to \$1,200,000
PEHP	Health insurance	Monthly	\$200,000 to \$400,000
UTA/Joint Insurance Trust	Health insurance	Monthly	\$1,600,000 to \$2,000,000
Utah State Tax	Employee payroll taxes	Monthly	\$400,000 to \$800,000
IRS	Employee payroll taxes	Bi-weekly	\$1,200,000 to \$1,500,000
Rocky Mountain Power	Electricity	Monthly	\$400,000 to \$800,000
Zions Bank	Bond principal and interest	Monthly	\$8,400,000 to \$9,500,000
Banc of America	Lease payments - revenue service vehicles	Monthly	\$500,000 to \$800,000
Wells Fargo	Procurement Card Payment	Monthly	\$200,000 to \$2,000,000 (so long as each card transaction complies with the limits of R2018-05-XX)